City of Jacksonville Beach

Amended Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, April 15, 2024 | **6:00 PM** | **Council Chambers**

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

A. Regular City Council Meeting held on April 1, 2024

B. City Council Briefing held on April 8, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

A. Accept the Monthly Financial Reports for the month of March 2024

B. Approve a Lease Agreement with ARC of St Johns, Inc., at 321 Penman Road

C. Adopt Resolution No. 2170-2024 extending the Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

RESOLUTIONS

A. Adopt/Deny Resolution No. 2169-2024 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024

B. Adopt/Deny Resolution No. 2172-2024 requesting the Duval County School Board take action to ensure that Seabreeze Elementary School and San Pablo Elementary School continue to operate

as the community's elementary schools and not be subject to closure

ORDINANCES

A. Approve/Disapprove Ordinance No. 2024-8211 on the first reading, vacating a 14-foot wide alley in Ocean Terrace Subdivision, Block 8, and schedule a second reading for May 6, 2024

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299 no later than one business day before the meeting.

Minutes of Regular City Council Meeting
held Monday, April 1, 2024 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG
Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

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

ROLL CALL:

Mayor:	Christine Hoffman		
Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Fernando Meza	Greg Sutton	John Wagner

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Police Chief Gene Paul Smith, Director of Parks and Recreation Jason Phitides, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:
Motion: It was moved by Ms. Golding, seconded by Mr. Janson, and passed unanimously to approve the following minutes:
- Regular City Council Meeting held on March 18, 2024

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS:
Council Member Golding mentioned she attended the unveiling of the honorary street sign for former Council Member Margaret McQueen. She recognized the Parks and Recreation Department for a successful Easter Egg Hunt. She announced a meeting would be held on April 3, 2024, at Beaches Branch Library to discuss the 2024 Legislative Session. Ms. Golding noted Senate Bill 280 (vacation rentals) had not yet made it to the Governor's desk and urged outreach in order to encourage veto of the bill.

Council Member Sutton acknowledged Council Member Meza's Latin Leadership award. He echoed Council Member Golding's comments regarding Ms. McQueen's honorary street sign unveiling.

Council Member Horn thanked the Public Works Department for addressing a recent IQ Fiber installation issue.

Council Member Meza acknowledged the Parks and Recreation Department for the Easter Egg Hunt.

Mayor Hoffman announced an upcoming Seawalk Session would be held on April 4, 2024, and Springing the Blues beginning on April 5, 2025. She also welcomed new City Attorney David Migut.

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COURTESY OF THE FLOOR TO VISITORS:

- David Cohill, President of F.O.P. Lodge 17, Secretary of the [Florida] Labor Council, 2302 Sawgrass Road, Jacksonville Beach, spoke about public safety.

CONSENT AGENDA:

Item A **1. Reappoint Rudy Dean to a new two-year term as a Council-appointed member of the Police Officers' Pension Board with the term expiring March 31, 2026; *and***

2. Appoint John Patrich, Jr. to a new two-year term as a Council-appointed member of the Police Officers' Pension Board with the term expiring March 31, 2026

Item B **1. Reappoint Gaylord Candler, Ph.D., to a new two-year term as a Council-appointed member of the Firefighters' Pension Board with the term expiring March 31, 2026; *and***

2. Reappoint Lance Huish to a new two-year term as Council-appointed member of the Firefighters' Pension Board with the term expiring March 31, 2026

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

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

MAYOR AND CITY COUNCIL:

Item A **Proclamation for National Donate Life Month**

Mayor Hoffman read the Proclamation for National Donate Life Month.

CITY CLERK: None

CITY MANAGER/NEW BUSINESS: None

RESOLUTIONS: None

ORDINANCES:

Item A **Approve/Disapprove Ordinance No. 2024-8212 on the first reading relating to restrictions on use of public property; imposing a temporary moratorium on the issuance of permits for special events or festivals as provided in Sec. 19.5, City Code for 120 days, and schedule a second reading for April 15, 2024**

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8212 by title only, whereupon Ms. Gosselin read the following:

"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, RELATING TO RESTRICTIONS ON USE OF PUBLIC

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PROPERTY; IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS FOR SPECIAL EVENTS OR FESTIVALS, AS PROVIDED IN SECTION 19.5-1, CITY CODE, FOR ONE HUNDRED TWENTY (120) DAYS; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TERM OF MORATORIUM; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE."

City Manager Mike Staffopoulos provided background on the item.

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2024-8212."

Public Hearing:
The following submitted a speaker card, but later withdrew it:

- Ronda Steinke-McDonald, 1120 2nd Avenue North, Jacksonville Beach

The following spoke in opposition to the ordinance:

- Bradley Lewis, 12 Hopson Road, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve Ordinance No. 2024-8212 on the first reading relating to restrictions on use of public property; imposing a temporary moratorium on the issuance of permits for special events or festivals as provided in Sec. 19.5, City Code for 120 days, and schedule a second reading for April 15, 2024.

Discussion: A discussion ensued about the ordinance, public safety resources, the permitting process, special events, the March 17, 2024 incident, police staffing, marketing and communication, tabling or deferring the item, lifeguards, and promoter accountability.

Roll Call Vote: Nays – Golding, Horn, Janson, Meza, Wagner, Sutton, Wagner, and Mayor Hoffman.

The motion failed unanimously.

ADJOURNMENT:
There being no further business, in a vote voice, the meeting adjourned at 6:46 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

_____
Christine H. Hoffman, MAYOR

Date: _____

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Minutes of City Council Briefing
Monday, April 8, 2024 – 5:30 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida

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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were Chief of Police Gene Paul Smith, City Attorney David Migut, City Clerk Sheri Gosselin, and Deputy City Clerk Jodilynn Byrd.

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

City Manager
Downtown Public Safety and Special Events
City Manager Mike Staffopoulos opened the briefing with a statement regarding the following specific topics that would not be discussed during the briefing.

- Police Department means and methods for intelligence collection and analysis
- Police officer pay and benefits
- The status of processing for any individual special event

Mr. Staffopoulos confirmed the Council was given an agenda packet including a Briefing memo, a copy of Florida Statute 316.1891, a report presented by the Police Department [on file] and an appendix to the report [on file].

A conversation ensued regarding recommendations within the following areas:

- Recruitment and Retention
- Staffing Assignments
- Intel and Data Collection
- Enforcement Strategy
- Messaging
- Special Events and Unpermitted Events
- Parking
- Technology
- Part-Time Officers (Special Skills)
- Mutual Aid and Deployment Contingencies

Included in the conversation was information regarding Florida Statutes 877.03 and 316.1891. City Attorney David Migut provided guidance and additional information regarding the statutes.

It was the consensus of the Council for staff to:

- Draft an internal policy or local law to support State Statutes 877.03 and 316.1891, if possible, by making unpermitted events illegal within the City of Jacksonville Beach and creating enforcement
- Consider adjustment of paid parking program locations and rates
- Modify the Special Events policy specifically identifying unpermitted events as illegal

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Ballot Initiatives

Mr. Migut reviewed the presented wording for the two suggested ballot initiatives. A conversation ensued regarding the proposed wording for both initiatives, the requirements and the deadline for submission. City Clerk Sheri Gosselin provided clarification regarding specific requirements and confirmed the timeline. It was the consensus of the Council for Mr. Migut to revise the current wording and bring back a draft of the revised wording for both ballot initiatives for Council review.

Miscellaneous City Manager Items

Mr. Staffopoulos provided an update regarding the recent SWOT (strength, weakness, opportunities, and threats) analysis performed by the North East Florida Regional Council (NEFRC). Due to many overlapping areas of need, NEFRC would continue to analyze the specific needs and provide further information to the local municipalities when available. Mr. Staffopoulos stated once more information was received, it would be presented to the Council for further discussion.

Mr. Staffopoulos shared the results of a recent American Public Power Association Lineworker Rodeo, which resulted in Beaches Energy Services employees winning first and second-place trophies in some events.

Ponte Vedra Boulevard/37th Avenue South Traffic Study

Mr. Staffopoulos informed the Council of ongoing resident concerns regarding the intersection of Ponte Vedra Boulevard and 37th Avenue South. A conversation ensued regarding safety issues at the intersection and surrounding areas. The Council's consensus was for staff to reach out to the City of Jacksonville, District 13 Council Member Rory Diamond, and request a comprehensive traffic study be conducted at the intersection.

Committee Assignment Report

Council Member Sandy Golding stated many municipalities in the State of Florida have composed a veto letter addressed to Governor DeSantis regarding the recently passed Senate Bill 280, Short Term Vacation Rentals (STVR). A veto letter [on file] was passed around and signed by each Council Member in attendance. Once Council Member Janson signs the letter, it would be mailed to the Office of Governor DeSantis.

Future Briefing Topics

Mr. Staffopoulos reviewed upcoming City Council Briefing dates and proposed topics to be discussed.

Council Member Sutton asked for an update regarding the emergency sewer repair located at 22nd Avenue and 9th Street. Mr. Staffopoulos stated he would speak with Director of Public Works Dennis Barron to get an update and would pass the information along to the Council.

The Briefing adjourned at 7:42 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

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Approved:

_____
Christine H. Hoffman, MAYOR

Date: _____

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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	01/18/2024
SUBJECT:	Monthly Financial Reports for the Month of March 2024

BACKGROUND

Attached are the monthly financial reports for March 2024 as prepared by the Finance Department. These reports represent six months of activity, or 50% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the month of March 2024

ATTACHMENTS

1. 2024-03 March Financials

AGENDA ITEM:	A.
MEETING DATE:	April 15, 2024

SUMMARY BUDGET REPORT

March 31, 2024

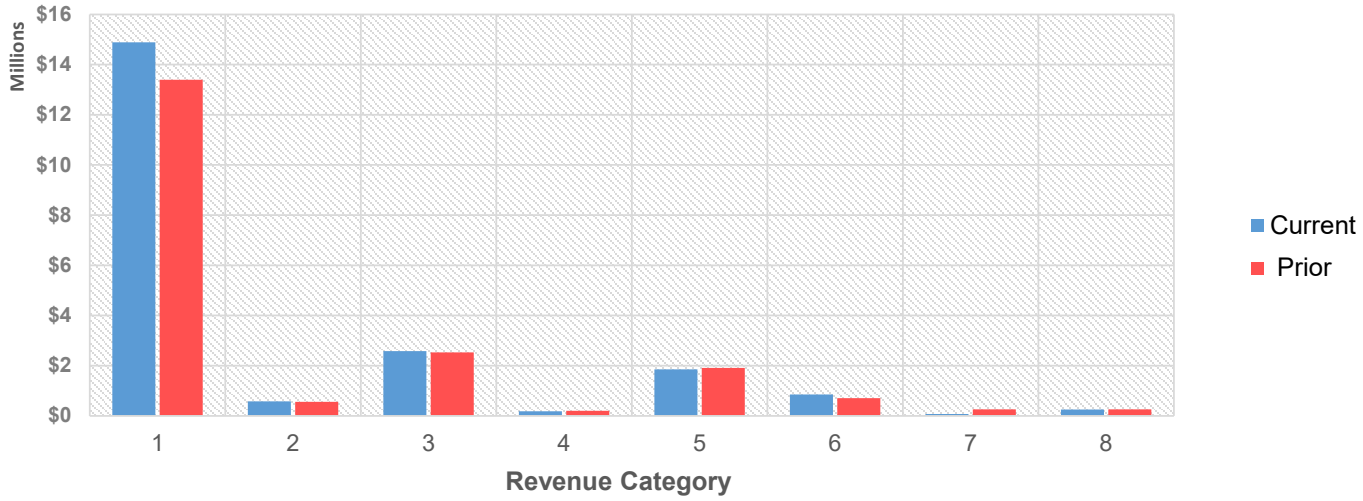
50% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance *(Current Year less Prior Year)*	$ Variance *(Current Year less Prior Year)*
1 Taxes	14,886,090	82.4%	13,394,586	81.2%	1.3%	1,491,504
2 Licenses & Permits	576,663	72.5%	557,739	86.2%	-13.6%	18,924
3 Intergovernmental Revenue	2,580,129	56.7%	2,528,477	58.9%	-2.2%	51,652
4 Charges for Services	181,655	33.1%	201,913	44.3%	-11.1%	(20,258)
5 Enterprise Contributions	1,853,987	50.0%	1,905,947	50.2%	-0.2%	(51,960)
6 Miscellaneous Revenue	851,684	279.7%	700,064	251.8%	27.9%	151,620
7 Fines & Forfeitures	69,657	34.8%	254,910	149.9%	-115.1%	(185,253)
8 Interfund Transfers	250,030	48.6%	257,951	50.2%	-1.5%	(7,921)
Total Revenues	**$21,249,895**	**74.1%**	**$19,801,586**	**74.3%**	**-0.2%**	**$1,448,308**

Current Year vs. Prior Year



Discussion

Total General Fund revenues are over budget for the current year, due in part to the timing of ad valorem tax distributions.

2/3 The negative percent and positive dollar variance in the Licenses & Permits and Intergovernmental Revenue categories reflect increases in the annual budget estimates larger than actual revenues received year to date.

4 The decrease in charges for services is attributable to the timing of tennis and dog park fee receipts compared to the same point in the prior year.

6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.

7 The decrease in fines and forfeitures is attributable to a code enforcement case settlement received in the prior year.

SUMMARY BUDGET REPORT

March 31, 2024

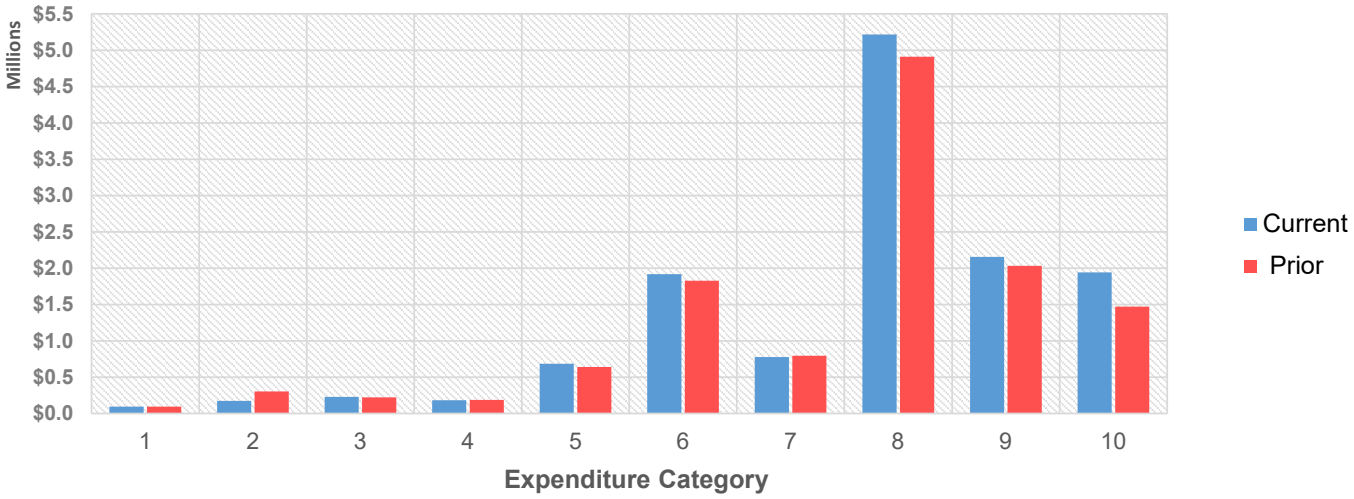
50% of Year Elapsed

Exhibit 2

General Fund Expenditures

	Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance *(Current Year less Prior Year)*	$ Variance *(Current Year less Prior Year)*
1	City Administration	94,887	27.3%	95,418	48.7%	-21.4%	(531)
2	City Attorney	173,104	31.7%	304,788	52.8%	-21.0%	(131,684)
3	City Clerk	229,183	43.0%	223,038	46.6%	-3.6%	6,145
4	Building Maintenance	181,903	36.7%	187,133	41.2%	-4.5%	(5,230)
5	Planning and Development	684,797	43.7%	641,465	42.0%	1.6%	43,332
6	Parks and Recreation	1,917,770	43.2%	1,829,330	44.0%	-0.7%	88,440
7	Public Works	776,931	39.1%	795,679	43.2%	-4.0%	(18,748)
8	Police	5,216,995	47.8%	4,911,898	48.5%	-0.7%	305,097
9	Fire Services	2,155,513	57.5%	2,033,755	57.0%	0.5%	121,758
10	Non-Departmental	1,943,033	44.6%	1,470,454	34.9%	9.6%	472,579
Total Expenditures		**13,374,116**	**46.2%**	**12,492,959**	**46.0%**	**0.2%**	**$881,157**

Current Year vs. Prior Year



Discussion

Total General Fund expenditures are slightly behind current year estimates and in line with prior year expenditures on a percent of budget basis.

2 The decrease in City Attorney expenditures is due to a position vacancy and a reduction in outside legal services in the current year versus the prior year at the same point.

6 The increase in Parks and Recreation expenditures is largely due to a planned dump truck replacement.

8 The increase in Police expenditures is largely due to the rise in payroll and benefits costs.

9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 5th of 10 annual payments to satisfy this obligation.

SUMMARY BUDGET REPORT

March 31, 2024

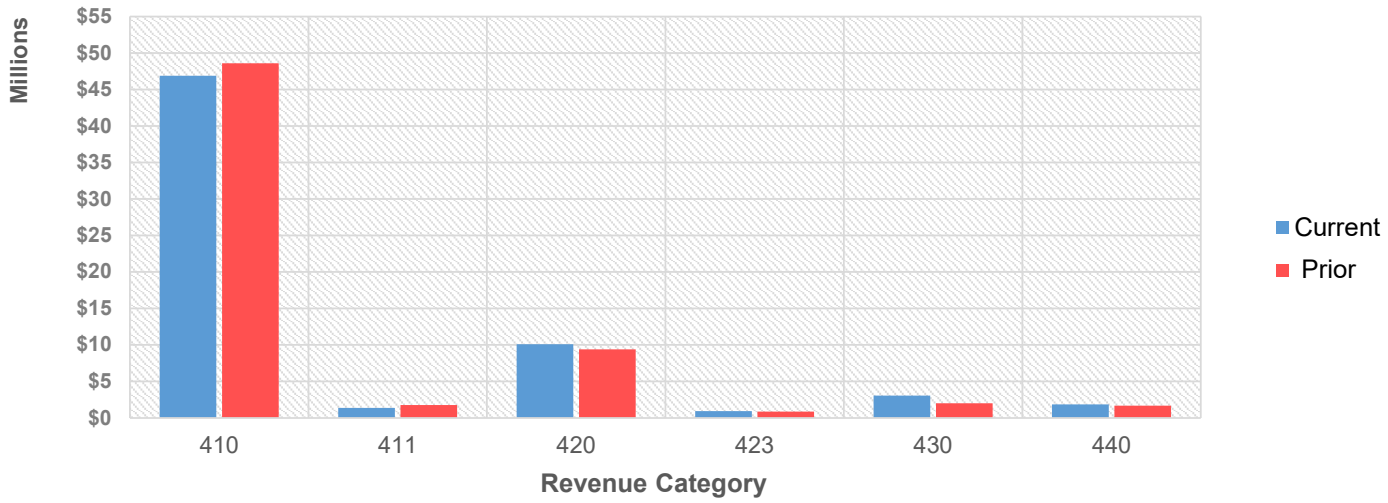
50% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance *(Current Year less Prior Year)*	$ Variance *(Current Year less Prior Year)*
410 Electric	46,887,952	47.5%	48,596,143	50.6%	-3.1%	(1,708,191)
411 Natural Gas	1,372,540	56.3%	1,751,846	79.4%	-23.1%	(379,306)
420 Water & Sewer	10,097,634	58.2%	9,383,658	58.7%	-0.5%	713,976
423 Stormwater	920,266	64.4%	858,324	60.6%	3.8%	61,942
430 Sanitation	3,052,171	47.0%	2,006,183	51.8%	-4.9%	1,045,988
440 Golf Course	1,839,360	64.5%	1,675,601	59.0%	5.4%	163,759
Total Revenues	**$64,169,923**	**49.6%**	**$64,271,756**	**52.6%**	**-2.9%**	**($101,833)**

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are in line with current year estimates and slightly behind prior year revenues on a percent of budget basis.

410 The decrease in Electric revenues is due to a reduction the pass-through bulk power cost adjustment used to pay for the cost of electricity from the City's provider.

411 The decrease in Natural Gas revenues reflects a reduction in the pass-through cost of gas adjustment used to pay for the cost of natural gas from the City's provider.

420 The increase in Water & Sewer revenues reflects the strong investment earnings performance compared to the prior year at the same time.

430 The dollar increase in Sanitation is largely attributable to a rate increase enacted to recover the cost of the solid waste and recycling contract. The percent decrease reflects more conservative budget estimates in the current year.

SUMMARY BUDGET REPORT

March 31, 2024

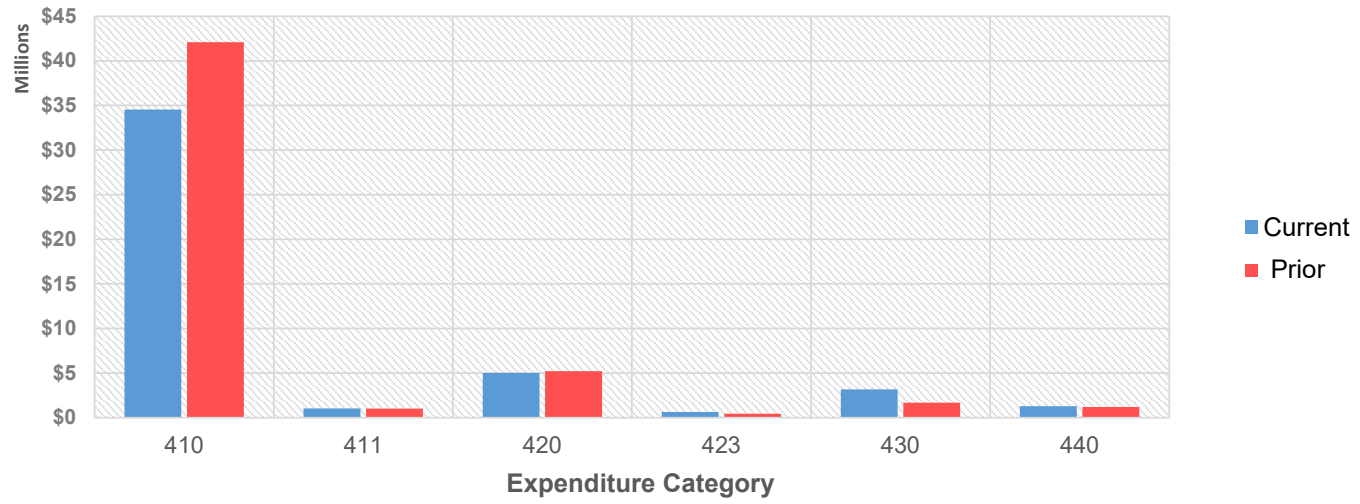
50% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance *(Current Year less Prior Year)*	$ Variance *(Current Year less Prior Year)*
410 Electric	34,542,128	32.8%	42,099,346	41.2%	-8.5%	(7,557,217)
411 Natural Gas	1,029,443	44.0%	1,017,642	49.9%	-5.9%	11,802
420 Water & Sewer	5,017,571	28.1%	5,218,219	27.4%	0.7%	(200,649)
423 Stormwater	628,796	12.1%	445,742	9.4%	2.6%	183,054
430 Sanitation	3,166,985	42.0%	1,669,897	36.3%	5.7%	1,497,088
440 Golf Course	1,279,664	40.3%	1,190,241	41.6%	-1.3%	89,423
Total Expenditures	**$45,664,587**	**32.3%**	**$51,641,087**	**38.2%**	**-5.9%**	**($5,976,499)**

Current Year vs. Prior Year



Discussion

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

410 The decrease in Electric expenditures is primarily attributable to a reduction in the cost of purchased power.

411 Decreases in the cost of natural gas are offset by increases in capital outlay for projects.

420 The decrease in Water & Sewer expenditures is due to the timing of capital projects.

423 The increase in Stormwater expenditures is due to the timing of capital projects.

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

SUMMARY BUDGET REPORT

March 31, 2024

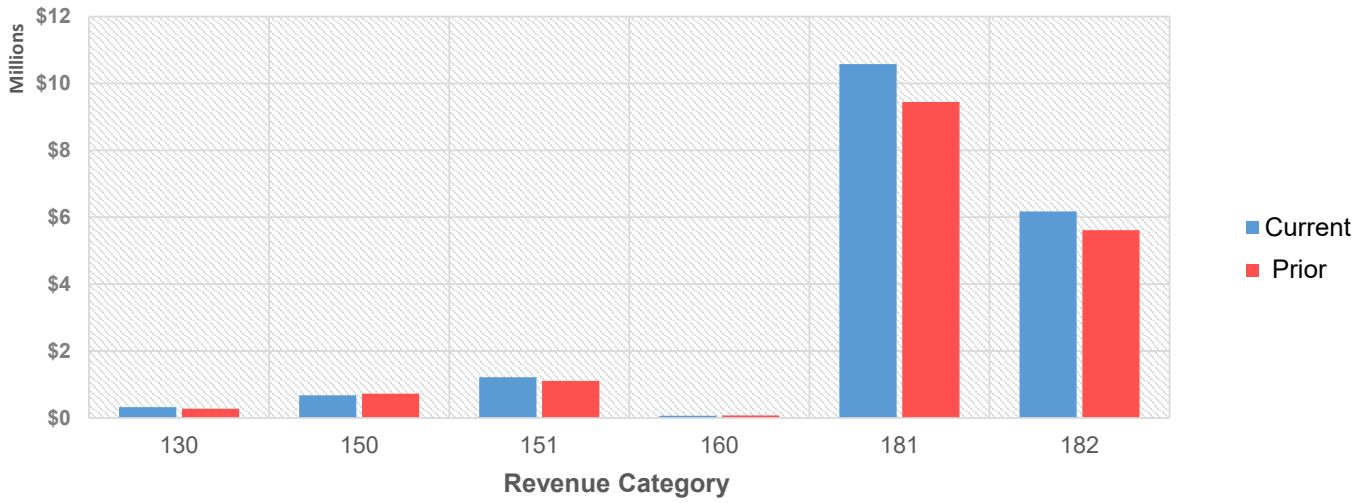
50% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance *(Current Year less Prior Year)*	$ Variance *(Current Year less Prior Year)*
130 Convention Development	319,866	51.5%	274,607	65.6%	-14.1%	45,259
150 Local Option Gas Tax	675,300	51.5%	724,124	62.7%	-11.2%	(48,825)
151 Infrastructure Surtax	1,215,669	64.1%	1,107,916	74.9%	-10.9%	107,753
160 Community Dev Blk Grant	64,030	45.1%	71,951	50.7%	-5.6%	(7,921)
181 Downtown Increment Fund	10,576,321	109.5%	9,441,591	105.2%	4.3%	1,134,729
182 Southend Increment Fund	6,172,572	203.0%	5,613,749	190.4%	12.6%	558,823
Total Revenues	**$19,023,756**	**114.1%**	**$17,233,938**	**114.0%**	**0.1%**	**$1,789,818**

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds over budget for the current year and ahead to the prior year actuals on a percent of budget basis.

130 Convention Development revenues are normally received two months in arrears and reflect receipts through January. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

151 The increase in Infrastructure Surtax reflects strong investment earnings performance compared to the prior year at the same time. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

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

181/182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases from the prior year reflect both property tax growth and strong investment earnings performance.

SUMMARY BUDGET REPORT

March 31, 2024

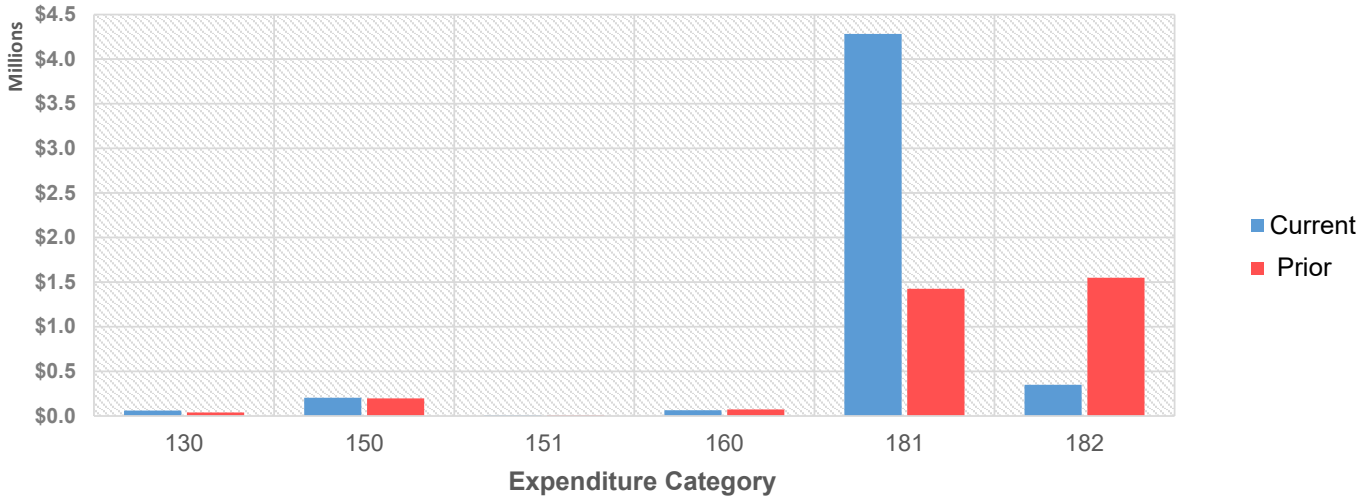
50% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance *(Current Year less Prior Year)*	$ Variance *(Current Year less Prior Year)*
130 Convention Development	60,427	7.9%	37,581	4.8%	3.1%	22,845
150 Local Option Gas Tax	203,367	24.2%	195,473	23.7%	0.5%	7,894
151 Infrastructure Surtax	9,108	0.9%	7,037	0.6%	0.2%	2,072
160 Community Dev Blk Grant	64,030	45.1%	71,951	50.7%	-5.6%	(7,921)
181 Downtown Increment Fund	4,281,810	9.7%	1,425,356	4.8%	4.9%	2,856,455
182 Southend Increment Fund	347,575	9.5%	1,548,436	12.8%	-3.3%	(1,200,861)
Total Expenditures	**$4,966,317**	**9.8%**	**$3,285,833**	**7.4%**	**2.5%**	**$1,680,484**

Current Year vs. Prior Year



Discussion

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

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

181 Variances from the prior year in the Downtown Increment Fund are due to the timing of capital project expenditures.

182 Variances from the prior year in the Southend Increment Fund are due to the timing of capital project expenditures.

SUMMARY BUDGET REPORT
March 31, 2024
50% of Year Elapsed

Exhibit 7
Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	28,677,150	14,338,575	21,249,895	6,911,320
130 Convention Development Tax	621,000	310,500	319,866	9,366
150 Local Option Gas Tax	1,312,119	656,060	675,300	19,240
151 Infrastructure Surtax	1,897,885	948,943	1,215,669	266,726
160 Community Dev. Blk. Grant	142,000	71,000	64,030	(6,970)
181 Downtown Increment Fund	9,658,445	4,829,223	10,576,321	5,747,098
182 Southend Increment Fund	3,041,338	1,520,669	6,172,572	4,651,903
410 Electric Utility	98,721,646	49,360,823	46,887,952	(2,472,871)
411 Natural Gas Utility	2,438,230	1,219,115	1,372,540	153,425
420 Water & Sewer Utility	17,347,214	8,673,607	10,097,634	1,424,027
423 Storm Water Management	1,429,628	714,814	920,266	205,452
430 Sanitation Fund	6,496,085	3,248,043	3,052,171	(195,872)
440 Golf Course Fund	2,853,000	1,426,500	1,839,360	412,860
460 Leased Facilities Fund	788,500	394,250	411,772	17,522
500 Internal Service Funds	17,948,519	8,974,260	8,586,284	(387,976)
Total Revenues	**$193,372,759**	**$96,686,380**	**$113,441,629**	**$16,755,250**

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	28,938,755	14,469,377	13,374,116	1,095,261
130 Convention Development Tax	762,846	381,423	60,427	320,996
150 Local Option Gas Tax	839,471	419,735	203,367	216,368
151 Infrastructure Surtax	1,036,705	518,352	9,108	509,244
160 Community Dev. Blk. Grant	142,000	71,000	64,030	6,970
181 Downtown Increment Fund	44,119,054	22,059,527	4,281,810	17,777,717
182 Southend Increment Fund	3,660,338	1,830,169	347,575	1,482,594
410 Electric Utility	105,375,293	52,687,647	34,542,128	18,145,518
411 Natural Gas Utility	2,338,195	1,169,098	1,029,443	139,654
420 Water & Sewer Utility	17,879,158	8,939,579	5,017,571	3,922,008
423 Storm Water Management	5,202,977	2,601,488	628,796	1,972,692
430 Sanitation Fund	7,542,707	3,771,354	3,166,985	604,368
440 Golf Course Fund	3,177,468	1,588,734	1,279,664	309,070
460 Leased Facilities Fund	1,168,436	584,218	627,668	(43,450)
500 Internal Service Funds	18,076,519	9,038,260	9,099,744	(61,485)
Total Expenditures	**$240,259,921**	**$120,129,960**	**$73,732,433**	**$46,397,527**

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	7,875,779	8,006,581
130 Convention Development Tax	259,439	330,362
150 Local Option Gas Tax	471,933	235,608
151 Infrastructure Surtax	1,206,560	775,970
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	6,294,511	23,524,815
182 Southend Increment Fund	5,824,997	6,134,497
410 Electric Utility	12,345,823	15,672,647
411 Natural Gas Utility	343,096	293,079
420 Water & Sewer Utility	5,080,063	5,346,035
423 Storm Water Management	291,470	2,178,144
430 Sanitation Fund	(114,814)	408,497
440 Golf Course Fund	559,697	721,930
460 Leased Facilities Fund	(215,896)	(25,928)
500 Internal Service Funds	(513,461)	(449,460)
Total	**39,709,196**	**$63,152,777**

CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

March 31, 2024

Type of Investment	10/1/2023 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	3/31/2024 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	42,784,100	424,432	(157,068)	1,183,671	(47,451)	1,403,585	0	44,187,685	0.51%
Galliard Capital Management	54,380,477	1,079,775	(166,666)	1,052,264	(57,547)	1,907,827	(0)	56,288,304	0.70%
Garcia Hamilton & Associates	54,737,511	657,274	219,055	817,291	(57,994)	1,635,627	-	56,373,137	0.59%
State Pooled Investment Fund	34,014,515	962,847	-	-	-	962,847	(0)	34,977,363	0.35%
Florida Trust	30,677,433	849,787	-	-	-	849,787	(0)	31,527,220	0.31%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	13,056,741	328,253	-	-	-	328,253	0	13,384,995	0.12%
Operating Cash: Bank of America	20,720,299	559,858	-	-	(103,121)	456,737	25,263,626	46,440,661	0.22%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	**250,377,802**	**4,862,227**	**(104,678)**	**3,053,226**	**(266,113)**	**7,544,663**	**25,263,626**	**283,186,091**	**2.87%**
Pension: Salem Mutual Fund	61,750,063	1,253,491	-	9,423,268	-	10,676,759	(2,000,000)	70,426,822	10.17%
Pension: Sawgrass Asset Mgt	23,702,642	505,639	(365,794)	1,350,216	(41,759)	1,448,303	2,000,000	27,150,945	1.31%
Pension: Wells Capital	14,229,811	34,041	724,710	3,830,444	(20,418)	4,568,777	-	18,798,588	4.96%
Pension: JPMCB - Strategic Property Fund	5,933,969	-	-	(607,986)	-	(607,986)	-	5,325,983	-0.45%
TOTAL PENSION INVESTMENTS	**105,616,486**	**1,793,171**	**358,916**	**13,995,942**	**(62,177)**	**16,085,852**	**0**	**121,702,338**	**15.23%**
TOTAL CASH AND INVESTMENTS	**$355,994,287**	**$6,655,399**	**$254,239**	**$17,049,168**	**($328,290)**	**$23,630,515**	**$25,263,626**	**$404,888,428**	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property and Procurement Officer through Ashlie Gossett, Chief Financial Officer
DATE:	03/18/2024
SUBJECT:	Lease Agreement with ARC of St Johns, Inc.

BACKGROUND

The Arc of St Johns has been leasing space at 321 Penman Road since 2007. The current lease has expired, and the tenant wishes to remain at this location and enter into a new lease agreement with the City. The ARC is a private non-profit organization that was incorporated in 1972 for the purpose of providing services to people with intellectual and developmental disabilities. The new lease agreement would begin on May 1, 2024, and includes the following key provisions:

- The lease is for five years and renewable for up to five additional three-year terms.
- Either party may terminate the lease with 90 days written notice.
- Monthly rent will be $4,784.45 due on the first of each month based on the internal and external square footage.
- The rent will increase by 4% annually on October 1.

FINANCIAL IMPACT

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

REQUESTED ACTION

Approve a Lease Agreement with ARC of St Johns, Inc., at 321 Penman Road

ATTACHMENTS

1. Beaches lease 2024

AGENDA ITEM:	B.
MEETING DATE:	April 15, 2024

CITY OF JACKSONVILLE BEACH
LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on May 1, 2024 by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor"), a municipal corporation organized and existing under the laws of the State of Florida whose principal address is 11 North Third Street, Jacksonville Beach, FL 32250 and ARC of St. Johns. Inc, 321 Penman Road (hereinafter, "Lessee").

I. PREMISES

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

ARC of St. Johns, Inc located at 321 Penman Road, Jacksonville Beach, Florida 32250, which consists of 3029 square feet (hereinafter "Leased Premises").

II. RENT

Commencing on April 1, 2024, Lessee agrees to pay Lessor $4,784.45 on the first day of each and every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXII below. Such Initial Rent shall increase by 4% on October 1, 2024 and shall increase by 4% of the then current monthly rent on October 1 of each and every year thereafter.

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

Lessor shall make rent payable and delivered to:

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

III. LEASE TERM

The initial term of this Lease shall be five years, commencing on April 1, 2024, and terminating on April 1, 2029, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for five additional three-year terms, for a maximum lease period of no more than 20 years. For any renewal period, Lessee may only exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY

Lessee agrees that this Lease shall operate to terminate any prior, unwritten, rental

arrangement or use agreement between the Lessor and Lessee for the Leased Premises, and that the terms of this Lease shall govern the parties for any term hereof.

V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS

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

At the termination or expiration of this Lease, Lessee shall remove all of its personal property from the Leased Premises and surrender the Lease Premises to the Lessor in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. If after seven (7) calendar days from the date of termination or expiration the Lessee has failed or refused to remove all of its personal property from the Leased Premises, the Lessor shall have the right to remove such personal property from the Lease Premises, without liability to Lessee for any damage or loss of such personal property that may directly or indirectly result from Lessor's removal, at the cost and expense of the Lessee. Lessee agrees that Lessor shall at no time during or after this leasehold have a duty to protect the condition or provide for the safekeeping of Lessee's personal property. If Lessee holds over (fails or refuses to surrender possession of the Leased Premises) after the expiration or termination of this Lease, such tenancy shall be from month-to-month only and shall be payable at a monthly rate of two times the monthly rent due, as calculated under the provisions of Section II. No holding over by Lessee shall constitute or operate to extend any term of this Lease. Lessee agrees to pay any and all costs incurred by Lessor, including actual attorney's fees and legal expenses, arising out of or related to Lessee's failure or refusal to surrender the Leased Premises after the expiration or termination of this Lease.

VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT

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

VII. WAIVER OF DEFAULT

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

VIII. PERMITTED USE

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

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

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

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

X. ALTERATIONS

Lessee shall not make any alterations, changes, additions, or improvements to the Leased Premises without the express written consent of the Lessor. If, because of any act or omission of the Lessee, his successors or assigns, any mechanics, material men, laborers or other liens or other order for payment of money shall be filed against the Leased Premises, or any part thereof, or against the Lessor, then the Lessee shall, at Lessee's own cost and expense, cause the same to be canceled and discharged of record, and further shall indemnify and hold harmless the Lessor from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, resulting therefrom or by reason thereof.

XI. INJURY OR DAMAGE TO PROPERTY ON PREMISES

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

XII. LIMITATION OF LIABILITY

a. Lessee represents that Lessee has inspected the Leased Premises, any improvements located thereon, and the roadways and any other means of ingress and egress from the Leased Premises. Lessee accepts the condition of the Leased Premises and fully assumes all risks incidental to the use of the roadways and the Leased Premises. Lessor shall not be liable to Lessee's agents, employees, visitors, guests or invites from any cause or condition whatsoever. Lessor makes no warranty of the suitability of the Leased Premises for the use contemplated herein.

b. Lessor shall not be liable to Lessee for any claim for compensation or any losses, damages or injuries sustained by Lessee resulting from failure of any water supply, heat or electrical current, whether on the surface or underground, including stability, moving, shifting, settlement or is placement of materials by fire, water, windstorm, tornado, act or state of war,

civilian commotion or riot, or any other cause beyond the control of the Lessor.

XIII. INSURANCE AND INDEMNIFICATION

Commencing on April 1, 2024 and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall procure, maintain, and pay for a Commercial General Liability insurance policy providing coverage which protects Lessor and Lessee from claims arising from bodily injury, property damage, operations, premises, and fire liability. This insurance policy shall have a combined single limit of not less than $2,000,000.00. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.

a. Commencing on April 1, 2024, and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall provide, maintain, and pay for a property insurance policy providing coverage for the Leased Premises, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value thereof. Deductibles for all perils shall not be greater than $1,000.00. The policy shall be endorsed to make any loss payments payable jointly to Lessor and Lessee for losses covered under such policies. Lessee shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed building, improvements, betterments, and equipment; otherwise, the entire proceeds of such policy shall become payable to Lessor.

b. Lessee shall provide Lessor with certificates of insurance stating that the required coverages are in force within 10 days after execution of the Lease, and annually thereafter. Lessee shall supply proof of insurance subject to all requirements of this Section to Lessor for any Lessor-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.

c. Recognizing the extended term of this Lease, Lessor agrees that Lessee shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in Lessee's use of the premises, measurable changes in local and national economic indicators, and changes in City policies and procedures.

d. No oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements herein shall constitute the Lessor's approval of the Lessee's insurer or insurance coverage or shall alter in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

e. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses,

damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations herein provided shall also extend to claims arising during any term of this lease and asserted after the expiration or termination of this Lease.

XIV. JANITORIAL AND WASTE COLLECTION SERVICES

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

Lessee shall be responsible for the cost and expense for the collection and removal of all rubbish, refuse, solid waste, yard waste, recyclables, noncombustible refuse, construction and demolition debris, industrial waste, hazardous waste, and/or pathological waste, that originates from the Leased Premises during any term of this Lease. If in order for the Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased Premises the Lessor must perform any related act, the Lessee agrees to reimburse the Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to the Lessor within 30 days of Lessor's demand for payment.

XV. UTILITIES

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

XVI. ENVIRONMENTAL PROVISIONS

a. The Lessee shall be solely responsible for all such costs and expenses which arise out of environmental contamination for which the Lessor may be held liable caused by the Lessee, the Lessee's agents, employees, contractors, or invites during any prior or current tenancy or occupancy of the Leased Premises or any portion thereof.

b. The parties' responsibilities, obligations, and liabilities pursuant to this Lease shall survive the expiration or early termination of this Lease.

c. Nothing in this Lease shall be deemed to be a waiver of the Lessor's right to act against responsible parties for remediation of or payment for environmental contamination on the Leased Premises, nor be deemed to be an assumption by the Lessor of the responsibility for such remediation or payment, except as may be imposed on the Lessor as a matter of law.

d. The Lessee acknowledges that remediation steps taken to correct any environmental contamination may extend over multiple years and may cause inconvenience and business interruption to the Lessee. The Lessor shall not be liable to the Lessee in any manner for such inconvenience and disruption.

e. Except as properly permitted under federal, state, and local laws and rules and regulations, Lessee shall not conduct nor permit or authorize to any other person, the generation, storage, treatment, or disposal of any hazardous materials (as defined under federal, state, and local environmental laws), on or in any location that might adversely affect or contaminate the Leased Premises. This paragraph shall not apply to properly permitted storage, if any, allowed under the terms of this Lease.

f. The Lessee shall store, utilize, and dispose of all industrial, domestic, hazardous, and solid wastes permitted under the terms of this Lease in accordance with applicable federal, state, and local laws, rules, and regulations.

g. Lessee shall promptly provide the Lessor written notice of any spill or release of hazardous materials at or from the Leased Premises

h. Lessee shall not install or utilize any irrigation wells on the Leased Premises without the written permission of the Lessor. In the event that any environmental condition or any hazardous materials prohibited by or actionable under applicable law should now or hereafter arise from, contaminate, or be located on the Leased Premises (regardless of the source of such condition or materials), Lessee hereby agrees, at its expense, to forthwith (1) remove said materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, city, or local agency or department relative thereof; and (3) return the Leased Premises to proper condition without any diminution in the value thereof.

j. Failure of Lessee to comply with the obligations of this section shall constitute a default under the Lease.

XVII. TAXES

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

XVIII. FIRE AND OTHER HAZARDS

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

XIX. SUBLETTING AND ASSIGNMENT

The Lessee shall not, directly, or indirectly, transfer, sublet or assign all or any part of the Leased Premises without the prior written consent of the Lessor, which consent Lessor, in its sole discretion, may give or withhold as it determines to be in its own best interest. Any sublease made

or assignment given by the Lessee without Lessor's written consent shall constitute a default by the Lessee and be voidable at the Lessor's election. In no event shall the granting of consent to one or more assignments, subleases or transfers constitute a waiver of Lessor's right to refuse consent as to subsequent assignments, subleases, or transfers. Stock transfers or asset transfers which change the management or policy making individuals of the Lessee shall be considered an indirect transfer" of the Lease, requiring the express written consent of the Lessor.

XX. AUTHORITY OF CITY MANAGER TO RENEW

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

XXI. NOTICES

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

Notice to the Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing fromtime to time.

XXII. ENTIRE AGREEMENT

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

XXIII. SEVERABILITY

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

XXIV. GOVERNING LAW

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

XXV. CALCULATION TABLE

EXAMPLE	Building
Square Footage	3,029
Yearly Rate	$18.95
Yearly Rent	$57,413.37
Monthly Rent	$ 4,784.45

XXVI. MISCELLANEOUS PROVISIONS

a. Lessee agrees that no signs or advertising matter may be erected on the Leased Premises without the consent of the City Manager or his/her designee and the issuance of a sign permit by the City of Jacksonville Beach Planning & Development Department.

b. Lessee shall pay all legal taxes of any nature, including but not limited to, ad valorem and non-ad valorem taxes, impact fees, and assessments against the Leased Premises and the buildings placed on the premises by the Lessee accruing during the term of this Agreement or any renewal thereof. All ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis.

c. Lessee expressly agrees for Lessee and Lessee's successors and assigns, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that the Lessee and Lessee's successors and assigns shall use the premises in compliance with all other requirements imposed by City, State or Federal laws; that in the event of breach of any of the above mentioned nondiscrimination laws, the Lessor shall have the right to terminate the Lease and to reenter and as if said Lease had never been made or issued.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, we, the LESSOR and LESSEE, have hereunto affixed our hands and seals.

LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

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

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

Approved as to form and legal sufficiency:

_____
Cliff Shepard, Interim City Attorney

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

LESSEE – (ARC of St. Johns, Inc.)

Sign: _____
Print: KATHY P. JACKSON
Title: EXEC DIRECTOR
Date: 3/12/24
(Signature of person with authority to legally bind ARC of St. Johns, Inc.)

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of March, 20 24 (year), by Kathy P Jackson [NAME], Exec Director [TITLE] of The ARD of St. Johns, a Florida Corporation, on behalf of the corporation, who is: ☑ personally known to me; or ☐ has produced _____ [type of identification] as identification.

_____
Notary Public
My commission expires: 2/25/2027

THERESA BREWER HENDRICKSEN
MY COMMISSION # HH343133
EXPIRES: February 25, 2027

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	04/02/2024
SUBJECT:	Contract for Primary and Alternate Special Magistrate Services for Code Enforcement

BACKGROUND

The City entered into a contract with Lewis, Longman & Walker, P.A. for primary and alternate Special Magistrate services for Code Enforcement on March 2, 2020. That contract provided for annual one-year extensions upon resolution by the City Council. The City Council approved the first one-year extension on April 19, 2021, via Resolution Number 2083-2021. The City Council approved the second one-year extension on February 23, 2022, via Resolution Number 2103-2022. The City Council approved the third one-year extension and amendments to the original contract on March 20, 2023, via Resolution Number 2142-2023. The term may still be extended annually upon written approval by both parties and a resolution by the City Council, provided each term extension may not exceed one year.

The City is satisfied with the services being provided, and both parties wish to continue this contractual relationship. This will mark the fourth extension of the contract.

FINANCIAL IMPACT

Sufficient funds are budgeted through the remainder of FY24 to support the amendments to and extension of this contract.

REQUESTED ACTION

Adopt Resolution No. 2170-2024 extending the Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement

ATTACHMENTS

1. Resolution No. 2170-2024
2. Resolution No. 2170-2024 Attachment A - 2023 Contract for Special Magistrate Services

AGENDA ITEM:	C.
MEETING DATE:	April 15, 2024

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2170-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE CITY OF JACKSONVILLE BEACH AND LEWIS, LONGMAN & WALKER, P.A., FOR PRIMARY AND ALTERNATE SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, upon approval by the City Council, on March 2, 2020, the City of Jacksonville Beach ("City") and the law firm of Lewis, Longman & Walker, P.A., entered into a Contract for Primary and Alternate Special Magistrate Services for Code Enforcement (the "Contract"); and

WHEREAS, Section 2 of the Contract provides that the term of the Contract is effective as of the Effective Date (March 2, 2020) and shall continue for one year, and that the term may be extended annually upon a resolution of the City Council provided each term extension may not exceed one year; and

WHEREAS, the City Council approved the first one-year extension of the Contract on April 19, 2021 via Resolution No. 2083-2021 with no amendments to the Contract; and

WHEREAS, the City Council approved the second one-year extension of the Contract on February 23, 2022 via Resolution No. 2103-2022 with no amendments to the Contract; and

WHEREAS, the City Council approved the third one-year extension of and amendments to the Contract on March 20, 2023 via Resolution No. 2142-2023; and

WHEREAS, the City and Lewis, Longman & Walker, P.A., agree that it is mutually beneficial to extend the Contract as amended in March 2023 for an additional one-year term; and

WHEREAS, the City Council hereby finds that this resolution serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

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. Extension of Contract for Primary and Alternate Special Magistrate Services for Code Enforcement. The amended Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement dated March 21, 2023, attached hereto as Exhibit A, is hereby approved for another one-year term.

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

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

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

AUTHENTICATED this _____ day of _____, 2024.

_____
Christine H. Hoffman, Mayor

_____
Sheri Gosselin, City Clerk

Approved as to form and content:

_____
David Migut, City Attorney

CONTRACT BETWEEN THE CITY OF JACKSONVILLE BEACH AND LEWIS, LONGMAN & WALKER, P.A. FOR PRIMARY AND ALTERNATE SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT

This CONTRACT is made and entered into on the 21st day of March, 2023 **("Effective Date"),** by and between the City of Jacksonville Beach, a public body politic and municipal corporation organized and existing under the Laws of Florida, whose address is: City of Jacksonville Beach, 11 North Third Street, Jacksonville Beach, Florida, 32250 **("CITY"),** and Lewis, Longman & Walker, P.A., a Florida professional service corporation, FEIN 65-0500793, whose address is 245 Riverside Avenue, Suite 510, Jacksonville, Florida 32202 **("CONTRACTOR"),** collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the City Council of the CITY determined there exists the need for Primary and Alternate Special Magistrate Services for Code Enforcement in the City of Jacksonville Beach (hereinafter collectively "Special Magistrate Services"); and

WHEREAS, the CITY has designated a regular schedule of the fourth Wednesday at 2:00 p.m., each month, to conduct Special Magistrate hearings in City Council Chambers, which the CITY is determined to maintain for the benefit of the public and City departments; and

WHEREAS, the City Council and the City Attorney determined that the best arrangement for provision of the Special Magistrate Services would be to have a single law firm with multiple qualified attorneys to provide Primary and Alternate Special Magistrate Services for the regular scheduled hearings and any special scheduled hearings; and

WHEREAS, the CONTRACTOR submitted a proposal to the CITY for provision of Primary and Alternate Special Magistrate Services for Code Enforcement; and

WHEREAS, the City Council selects the CONTRACTOR to provide the CITY with Special Magistrate Services; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the Parties agree as follows:

SECTION 1 . SCOPE OF WORK.

The Parties agree the CONTRACTOR will provide Primary and Alternate/Backup Special Magistrate Services to the CITY in accordance with the City of Jacksonville Beach Code of Ordinances, Chapter 2, Article VI, and Chapter 162, Florida Statutes. CONTRACTOR agrees that Wayne E. Flowers, Esq., will serve as Primary Special Magistrate for Code Enforcement for the CITY through December 31, 2023 and beginning on January 1, 2024 to the conclusion of the term of this Contract, Brenna Malouf Durden will serve as Primary Special Magistrate for Code Enforcement for the City and that during the applicable times periods Wayne E. Flowers and Brenna Malouf Durden will not serve as a Special Magistrate for another city or hold another "office" that would violate the dual office holding prohibition contained in Article II, section 5(a) of the Florida Constitution. The CONTRACTOR will also provide several qualified Florida licensed attorneys to serve as alternate Special Magistrate in the event that the Primary Special Magistrate is unable to attend any hearing. The Parties' intention is that there will always be a qualified Special Magistrate to attend regular scheduled hearings on the fourth Wednesday at 2:00 p.m., each month, and any special scheduled hearings. The Special Magistrate may rely on the City Clerk's office to provide notice of hearings and to assist with coordination and planning of hearings.

SECTION 2. TERM.

The term of this Contract shall become effective on the Effective Date stated above and continue for one (1) year. The term may be extended annually upon written approval by both Parties and a Resolution of the City Council, provided each term extension may not exceed one (1) year.

SECTION 3. STANDARD OF CARE.

a The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 4. COMPENSATION.

a. The CONTRACTOR agrees, for the consideration herein, to the following compensation:

(i) The professional Special Magistrate Services fee shall be based on the number of hearings conducted/presided over by CONTRACTOR. If two (2) or fewer hearings are held in a month, hearings will be billed at One Thousand Dollars ($1,000.00) each. If more than two hearings are held in a month, but less than six, the total fee will be Two Thousand Five Hundred Dollars $2,500 for the month. If more than five hearings are held in a month, in addition to the $2,500 fee, any hearing above five (5) will be billed at Five Hundred Dollars ($500.00) each.

(ii) CONTRACTOR and CITY agree that in March, 2024, the City Manager and CONTRACTOR shall review this compensation for fairness to the City and Contractor.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Florida's Prompt Payment Act, Section 218.70, et seq., Florida Statutes.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In the event sufficient budgeted funds are not available for a new fiscal period, the CITY will notify the CONTRACTOR of such occurrence and this Contract will terminate on the last day of the current fiscal period without penalty or expense to the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed in this Contract. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

d. The CONTRACTOR shall submit invoices once a month, in the month following code enforcement hearings held by the Special Magistrate, to the City of Jacksonville Beach for services performed, including the expenses or other charges accounted for under this Contract during the month immediately preceding said invoice. The CONTRACTOR will pay all sales, employment, and other applicable taxes that arise or may arise from the services performed under this Contract.

SECTION 5. TERMINATION AND FORCE MAJEURE.

a. Termination. The CONTRACTOR shall serve at the pleasure of the City Council and may be removed from service at any time with or without cause upon resolution approved by a majority vote of the City Council present and voting. Such termination shall be effective upon thirty (30) days' written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract with or without cause upon sixty (60) days' written notice to the CITY. In the event the Contract is terminated by the CONTRACTOR or is terminated by the CITY for reasons unrelated to the quality of work provided by the CONTRACTOR, the CITY shall pay the CONTRACTOR in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation under this Contract in the event of termination. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this Contract will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the Contract, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 6. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in Exhibit A (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY within fifteen (15) days of execution of this Contract and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies, except CONTRACTOR's malpractice insurance.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue will lie in Duval County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the Parties.

SECTION 8. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this Contract.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. Indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required in this Contract. This provision shall survive termination of this Contract.

SECTION 12. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, the cap on the amount and liability of the CITY for damages, attorney's fees and costs, regardless of the number or nature of claims in tort, equity or contract, must not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR' s operations, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 5.

SECTION 14. BINDING EFFECT.

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 15. ASSIGNMENT.

This Contract is assignable by the CONTRACTOR only with express written consent of CITY.

SECTION 16. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this Contract. It is understood by the Parties that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 17. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, of this Contract, or to exercise any right or option contained in this Contract will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which will continue to remain in full force and effect.

SECTION 18. MODIFICATION.

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the Parties hereto, pursuant to approval by the City Council. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written amendment(s), the provisions of the latest executed instrument shall take precedence.

SECTION 19. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and do not expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 20. JOINT AUTHORSHIP.

This Contract results from joint negotiation and authorship. No part of this Contract will be construed as the product of any one of the Parties hereto.

SECTION 21. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 22. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law may include, but are not limited to: records related to the entry, management and implementation of this Contract itself; emails/correspondence between the CITY and the CONTRACTOR related to this Contract; emails or correspondence from all other entities related to this Contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR' s response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of this Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247- 6268, SHERI GOSSELIN at sgosselin@jaxbchfl.net, AND CITY HALL, 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF JACKSONVILLE BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF JACKSONVILLE BEACH OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 23. NOTICE.

All notices required to be given to the CITY or CONTRACTOR will be sent by (a) registered or certified mail, and notice is deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, or email, and notice is deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice is deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

All notices required to be given to the CITY shall be made to the CITY at:

City of Jacksonville Beach
Attention: City Manager
11 North Third Street
Jacksonville Beach, FL 32250
Phone: (904) 247-6268
Email: mstaffopoulos@jaxbchfl.net

With a copy to:

City Clerk
City of Jacksonville Beach 11 North Third Street
Jacksonville Beach, FL 32250
Phone: (904) 247-6268
Email: sgosselin@jaxbchfl.net

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Lewis, Longman & Walker, P.A.
Attention: Wayne E. Flowers, Esq. and Brenna Malouf Durden, Esq.
245 Riverside Avenue, Suite 510
Jacksonville, FL 32202
Phone: (904) 353-6410
Fax: (904) 353-7619
Email: wflowers@llw-law.com and bdurden@llw-law.com

or to such address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both Parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 24. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY' s requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.

2. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said Section.

3. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the other party other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.

4. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting.

5. This Contract shall be executed by the respective duly authorized officials, and shall take effect as of the day and year first above written.

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

CITY OF JACKSONVILLE BEACH

By: _____
Christine Hoffman, Mayor

Date: 3/20/23

Attest: Sheri Gosselin
Sheri Gosselin
City Clerk

By: Mike J Staffopoulos
Mike Staffopoulos
City Manager

Date: 03/21/2023

Approved as to form:

By: _____
Sandra Robinson
City Attorney

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of March, 2023, by Mike Staffopoulos & Sheri Gosselin (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC:
Sign: Elise C. Brosch
Print: Elise C. Brosch
My Commission expires:

ELISE C. BROSCH
Commission # HH 049315
Expires September 30, 2024
Bonded Thru Budget Notary Services

LEWIS, LONGMAN & WALKER, P.A.

By: Brenna Malouf Durden
Print: Brenna Malouf Durden
Shareholder
Date: March 7, 2023

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7th day of March, 2023, by Brenna Malouf Durden (name of person acknowledging), who is personally known to me or ~~who has produced~~ _____ ~~(type of identification) as identification~~.

NOTARY PUBLIC:
Sign: Sandra D. Reichard
Print: Sandra D. Reichard
My Commission expires:

SANDRA D. REICHARD
MY COMMISSION # HH 286048
EXPIRES: July 14, 2026

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	03/06/2024
SUBJECT:	Resolution No. 2169-2024 Amending the Operating Budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024

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 briefings or budget workshops.

FINANCIAL IMPACT

Monies are available to fund all requested expenditures.

REQUESTED ACTION

Adopt/Deny Resolution No. 2169-2024 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024

ATTACHMENTS

1. Resolution No. 2169-2024 mid-year budget adjustment

AGENDA ITEM:	A.
MEETING DATE:	April 15, 2024

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2169-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FL AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; 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, 2023 and ending September 30, 2024 be amended as follows:

General Fund – 001

General Fund Revenues :	item#		
Revenue - insurance proceeds	a.	$69,648	001-00-0000-364-00-364003
Revenue - insurance proceeds	b.	$24,806	001-00-0000-364-00-364003

a. To appropriate insurance reimbursement for lifesaving station fire damages.

a. To appropriate insurance reimbursement for ancillary tools and equipment in totaled police vehicle #2130.

General Fund Expenditures :

Parks & Recreation

Operating - building repairs	a.	$69,648	001-06-0602-575-46-546001

a. To adjust budget for building repairs resulting from lifesaving station building fire on 1-7-2024 and offsetting insurance reimbursement.

Police

Operating - supplies	a.	$24,806	001-09-0904-521-52-552000

a. To adjust budget for the replacement of ancillary tools and equipment resulting from vehicle #2130 accident on 9-22-2023. Council approved vehicle replacement on 2-20-2024.

Infrastructure Surtax - 151

Expenses:

a.	Capital outlay - improvements	a.	$1,954,942	151-00-0000-541-63-563000

a. To adjust the budget for bid award #2223-11, 4th St South drainage improvement project. Approved by Council 12-18-2023.

Downtown Redevelopment - 181

Expenses:

Capital outlay - improvements	a.	-$205,550	181-16-1601-515-63-563000
Capital outlay - improvements	a.	$205,550	181-16-1601-538-63-563003

a. To adjust the budget for dune walkover project change order and contingency. Funding transferred from wayfinding project as per CRA Res. No. 2023-07. Approved by CRA 11-15-2023 and Council 12-4-2023.

A.R.P.A. Grant - 190

Expenses:

Capital outlay - WWTP biosolid dewatering	a.	$628,854	190-00-0000-536-63-563901

a. To appropriate grant funding and adjust the budget for biosolid dewatering system upgrade bid award #2223-10. Approved by Council 10-16-2023.

General Capital Projects Fund - 315

Expenses:

Capital outlay - buildings	a.	$297,969	315-00-0000-519-62-562000
Capital outlay - vehicles	b.	$50,470	315-00-0000-521-64-564001
Capital outlay - vehicles	c.	$347,898	315-00-0000-521-64-564001
Capital outlay - improvements	d.	-$1,021,627	315-00-0000-538-63-563001
Capital outlay - improvements	e.	$116,151	315-00-0000-538-63-563001

a. To adjust the budget for the replacement of the fuel pump and canopy at O&M. Approved by Council 2-20-2024.

b. To adjust the budget for the replacement of police animal control vehicle. Approved by Council 12-18-2023.

c. To adjust the budget for the replacement of 6 police vehicles. Approved by Council 2-20-2024.

d. To adjust the budget for bid award #2223-11, 4th St South drainage improvement project. Approved by Council 12-18-2023.

e, To adjust the budget for dune walkover project change order and contingency. Approved by Council 12-4-2023.

Electric Fund - 410

Revenues:

Revenue - insurance proceeds	a.	$86,022	410-00-0000-364-00-364003

Expenses:

Operating - operating supplies	a.	$86,022	410-12-1205-531-12-512000

a. To adjust budget for replacement of tools destroyed in truck fire and offsetting insurance proceeds. Vehicle #299 replacement approved by Council 7-17-2023.

Water & Sewer Fund - 420

Revenues:

Revenue -misc. revenue	a.	$7,000	420-00-0000-369-00-369900

a. To adjust budget for insurance proceeds that will be used to offset the cost of the vehicle repairs
b. To adjust the budget for grant proceeds from the Florida Department of Environmental Protection

Expenses:

Operating - travel & training	a.	$7,000	420-07-0706-535-40-540000
Capital outlay - Improvements	b.	$8,809,847	420-07-0706-535-63-563000
Capital outlay - Improvements	c.	$2,200,884	420-07-0707-536-63-563000

a. To appropriate APWA training scholarships for 7 employees
b. To appropriate grant funding and adjust the budget for biosolid dewatering system upgrade bid award #2223-10. Approved by Council 10-16-2023.
c. To adjust the budget for bid award #2223-11, 4th St South drainage improvement project. Approved by Council 12-18-2023.

Stormwater Utility Fund - 423

Expenses:

Capital outlay - Improvements	a.	$1,000,935	423-07-0712-536-63-563000

a. To adjust the budget for bid award #2223-11, 4th St South drainage improvement project. Approved by Council 12-18-2023.

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, 2023 and ending September 30, 2024, 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, 2023 and ending September 30, 2024, 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 _____, 2024.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David M. Migut, City Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council Members
FROM:	Michael J. Staffopoulos, City Manager
DATE:	04/09/2024
SUBJECT:	Resolution No. 2172-2024 Seabreeze Elementary School and San Pablo Elementary School

BACKGROUND

Since 1963 and 1952, Seabreeze Elementary School and San Pablo Elementary School, respectively, have played a vital role in shaping the community's character and well-being by nurturing young minds, educating future leaders and citizens, fostering a sense of belonging, and serving as a hub for social connections and resources. Like Atlantic Beach Elementary School, Seabreeze Elementary School and San Pablo Elementary School maintain a Florida Department of Education "A" rating and are among two out of 16 elementary schools in Duval County (out of a total of 97 elementary schools in Duval County) to receive the Schools of Excellence designation, providing the optimal environment for its students because of the unified support of parents, teachers, staff, administrators, business supporters, local government, non-profits, and many others.

The Duval County School Board (Board) held a Master Facility Plan (MFP) retreat to reevaluate school replacements and renovations. The new modified MFP resulting from that retreat has a direct impact on the schools located within the Beaches. Specifically:

- The elimination of Seabreeze Elementary School, and consolidation with San Pablo Elementary.
- The elimination of Atlantic Beach Elementary, and consolidation with Neptune Beach Elementary.
- The elimination of Mayport Elementary, Anchor Academy Elementary, and Mayport Middle School, all to be replaced with a new Mayport K through 8 school.

Or alternatively:

- The elimination of Seabreeze Elementary School and San Pablo Elementary School and consolidation into a new Fletcher K through 8 school.

The closure of Seabreeze Elementary School and/or San Pablo Elementary School would be of tremendous detriment to the Jacksonville Beach community. The Board is evaluating the merits of the modified MFP, and the three Beaches Mayors will be meeting with Board Representative Carney in the near future.

FINANCIAL IMPACT

None.

AGENDA ITEM:	B.
MEETING DATE:	April 15, 2024

REQUESTED ACTION

Adopt/Deny Resolution No. 2172-2024 requesting the Duval County School Board take action to ensure that Seabreeze Elementary School and San Pablo Elementary School continue to operate as the community's elementary schools and not be subject to closure

ATTACHMENTS

1. Resolution No. 2172-2024

AGENDA ITEM:	B.
MEETING DATE:	April 15, 2024

Introduced by: _____
Adopted:_____

RESOLUTION NO. 2172-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, REQUESTING THE DUVAL COUNTY SCHOOL BOARD TAKE ACTION TO ENSURE THAT SEABREEZE ELEMENTARY SCHOOL AND SAN PABLO ELEMENTARY SCHOOL CONTINUE TO OPERATE AS THE COMMUNITY'S ELEMENTARY SCHOOLS AND NOT BE SUBJECT TO CLOSURE; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, since 1963 and 1952 Seabreeze Elementary School and San Pablo Elementary School, respectively, have played a vital role in shaping the community's character and well-being by nurturing young minds, educating future leaders and citizens, fostering a sense of belonging, and serving as a hub for social connections and resources; and

WHEREAS, Seabreeze Elementary School and San Pablo Elementary School are community cornerstones with immeasurable value to the community, having served generations of families; and

WHEREAS, like Atlantic Beach Elementary School, Seabreeze Elementary School and San Pablo Elementary School maintain a Florida Department of Education "A" rating and are two among 16 elementary schools in Duval County (out of a total of 97 elementary schools in Duval County) to receive the Schools of Excellence designation, providing the optimal environment for its students because of the unified support of parents, teachers, staff, administrators, business supporters, local government, non-profits, and many others; and

WHEREAS, well-established schools such as Seabreeze Elementary School and San Pablo Elementary School enhance quality of life in communities and contribute to the economic well-being of its residents because they tend to be more attractive to families, leading to increased property values, a stronger tax base, and a more vibrant overall community. By investing in their schools, communities invest in their own futures; and

WHEREAS, the Duval County School Board is evaluating the merits of a facilities consolidation plan that would close Seabreeze Elementary School and/or San Pablo Elementary School, which would be of tremendous detriment to the Jacksonville Beach community.

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. Requested Action by the Duval County School Board. The City Council respectfully requests the Duval County School Board take action to ensure that Seabreeze

Elementary School and San Pablo Elementary School continue to operate as the community's elementary schools and not be subject to closure.

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

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

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

AUTHENTICATED this _____ day of _____, 2024.

_____
Christine H. Hoffman, Mayor

_____
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

_____
David Migut, City Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development
DATE:	03/12/2024
SUBJECT:	Ordinance Number 2024-8211 Vacating a 14-foot Wide Alley in the Ocean Terrace Subdivision, Block 8

BACKGROUND

In January 2024, the Planning and Development Department received an application to vacate an existing 14-foot alley located in the Ocean Terrace Subdivision, which runs north to south from the Riptide PUD to Jacksonville Drive. The applicant requested to vacate half of the alley immediately adjacent to their property located at 3810 Tropical Terrace. The alley runs behind 25 separate residential properties on Block 8 of the Ocean Terrace Subdivision. The alley is currently not used by the city and has no infrastructure.

The Planning and Development Department sent a public notice to all property owners whose property may be affected by the proposed alley closing to request comments on the request. At least a week was allowed for responses, and the city did not receive any emails, calls, inquiries, or other correspondence regarding the request. Copies of the application were sent to Beaches Energy, the Fire Marshal, the Police Department, and the Public Works Department for their review, comments, and recommendations concerning the proposed alley closing request. All departments have reviewed the request pursuant to the departmental review criteria, and have recommended approval of the request.

Considering that the City does not maintain any utilities or own any infrastructure within the subject alley, the recommendation of the Planning and Development Department is to vacate the entire alley from the Riptide PUD subdivision to Jacksonville Drive, and permit all adjacent property owners to take ownership of half of the alley immediately adjacent to their lot/property, the same as if the alley were never platted. Since the city is not maintaining the alley, a significant public purpose would be served by vacating the alley, since the adjacent homeowners would be permitted access and be responsible for maintenance, should they choose to utilize and develop the property.

All requests must be approved by ordinance at two separate meetings. The second reading of the ordinance will be scheduled for May 6, 2024.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2024-8211 on the first reading, vacating a 14-foot wide alley in Ocean Terrace Subdivision, Block 8, and schedule a second reading for May 6, 2024

ATTACHMENTS

AGENDA ITEM:	A.
MEETING DATE:	April 15, 2024

1. Application 3810 Tropical Ter
2. Aerial Map of Alley
3. Ordinance No. 2024-8211 Alley Vacation

AGENDA ITEM:	A.
MEETING DATE:	April 15, 2024

ABANDONMENT OR CLOSING OF A RIGHT OF WAY OR EASEMENT APPLICATION

AS/400 # 24-100134

RECEIVED
JAN 09 2024
PLANNING DEPARTMENT

This form is intended for submittal, along with the $350.00 nonrefundable application fee, for all requests for the abandonment or closing of a public street or alley right of way, or any public access or utility easement. This application must be submitted to the Jacksonville Beach Planning and Development Department for processing. Following an evaluation of completeness, the Department will send a copy of the application to all property owners who might be affected by the proposed right of way or easement closing along with a request for their comments on the request. If there are no significant objections received from the affected property owners, the Planning and Development Department will request comments and recommendations from the Electric Utility, Fire, Police, and Public Works Department with respect to the effect of the proposed abandonment on their operations. The public comment and departmental review period process may take as much as 45 days to complete. If the administrative review indicates that the right of way or easement can be closed, then all of the information received is compiled into a report to the City Manager for inclusion, with a draft ordinance, on the agenda for consideration by the City Council.

APPLICANT INFORMATION

Applicant's Name: Bryan Green
Telephone: 904.662.1781
Mailing Address: 3810 Tropical Tar, Jax Bch Fl 32250
E-Mail: bgreen@oneeleven construction.com

PROPERTY INFORMATION

Street Address of Property: 3816 Tropical Terrace (RE 181315-0000)

Legal Description of Property: Lot 12, Block 8, Ocean Terrace
(*Lot, block, subdivision name*)

Location of the Right of Way or Easement you are applying to abandon or close: Rear of property.

(*Attach a boundary survey or plat of the property*)

Reason(s) why you are requesting that this Right of Way or Easement be abandoned:
Non-existant/used alley (easement)
Requesting 7' addition (split the distance w/ neighbor)

(*Attach additional pages if necessary to fully explain why this application should be approved*)

Applicant's Signature: B. Stacy Green Date of Application: 12/13/23

RIGHT OF WAY / EASEMENT ABANDONMENT
REVIEW CRITERIA AND PROCEDURES

REVIEW PROCESS	
1. An application for the City of Jacksonville Beach to abandon, vacate or close a public street, alley or utility right of way or easement is submitted to the Planning and Development Department for processing. The application must be accompanied by a $350.00 nonrefundable processing fee.	4. The foregoing review and notification process may take up to 30 days to complete. Once all of the departmental reviews and property owner comments have been received, the Planning and Development Department compiles the information and presents it in writing, along with a staff recommendation and draft ordinance, to the City Manager who then schedules the request for consideration by the City Council.
2. Following receipt of the application and fee, Planning and Development Department staff will check the application for completeness. The Planning and Development Department will then send a notice to all of the other property owners who might be affected by the proposed closing to request their comments on the request. Approximately one week is allowed for the other affected property owners to respond.	5. All requests to abandon a public right of way or easement must be approved by ordinance. In Jacksonville Beach, an ordinance must be considered and approved at two separate City Council meetings ("First" and "Second" Reading). The applicant is required to attend both of these City Council meetings to answer any questions the members might have regarding the application.
3. Once the property owners' response period is over, copies of the application will be sent to the Jacksonville Beach Electric Utility Department, Fire Department, Police Department and Public Works Department for their review, comments and recommendations concerning the proposed right of way or easement closing. Those departments may recommend approval, approval with conditions such as retaining an easement in the case of a right of way closing, or disapproval. A recommendation of disapproval by a reviewing department indicates that there is a continuing public purpose that is served by the right of way or easement. In this instance the applicant is notified and process is stopped.	

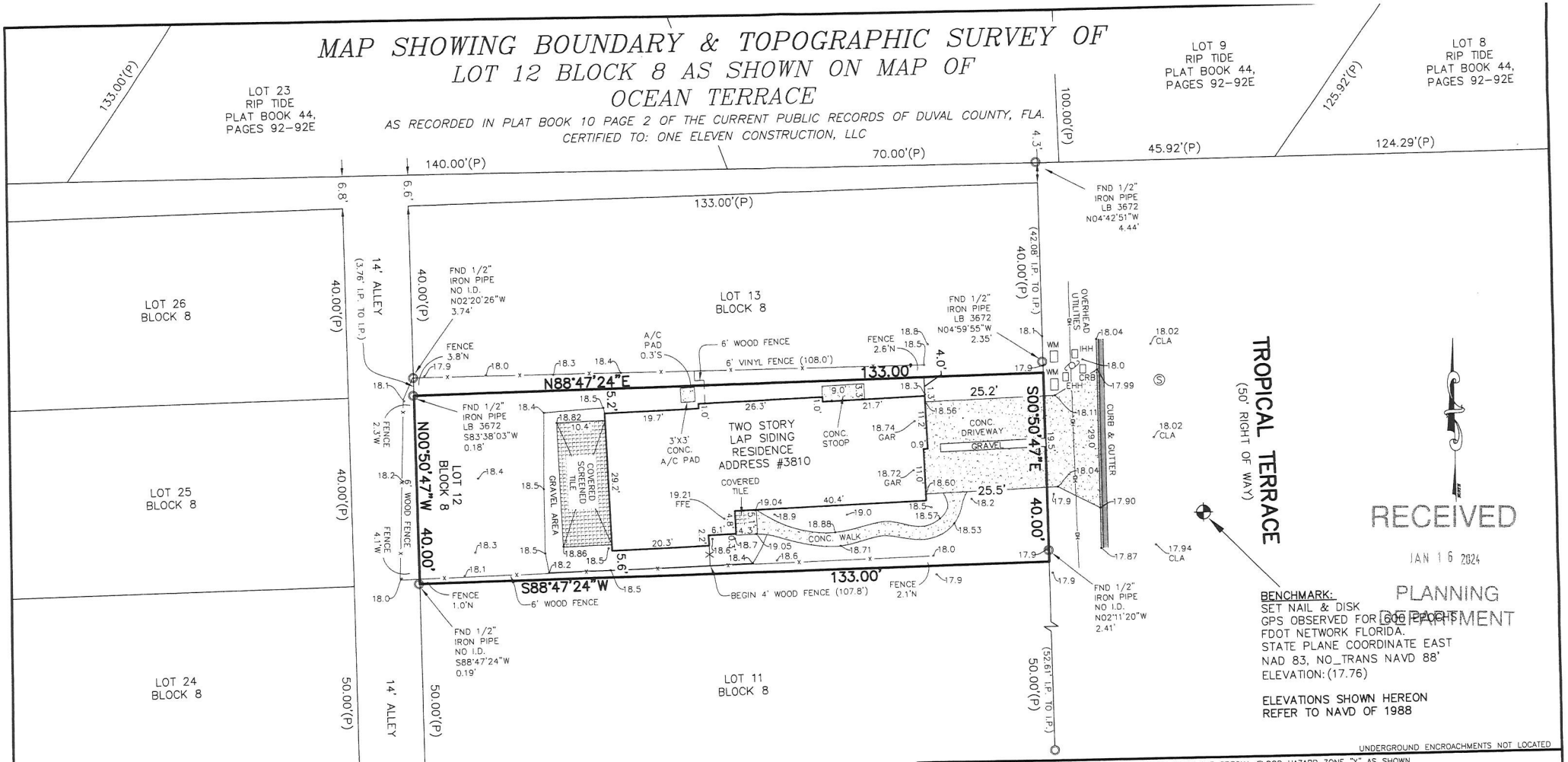
DEPARTMENTAL REVIEW CRITERIA
ELECTRIC UTILITY DEPARTMENT
1. The Electric Utility Department conducts a records check and field inspection to determine if there are any existing overhead or underground electric facilities located within the right of way or easement that is proposed to be closed. If such facilities are present, the Department will make a determination if the closure can be made without affecting the integrity of electric system.
2. In the case of an alley right of way, if there are electric facilities within the right of way or easement, then the Department will recommend that the application not be approved. In some such instances arrangements may be made for the facilities to be removed or relocated at the applicant's expense.
3. In the case of a partial or complete road right of way closing, the recommendation would be based on a case-by-case determination of accessibility to the Department's facilities.
FIRE DEPARTMENT
1. The primary concern of the Fire Department is access to buildings, fire hydrants or fire department connections. The Department will generally recommend disapproval of a right of way or easement closing which would make any part of a building to be located in excess of 200 feet from a fire/rescue pumper parked at the street access.
2. All buildings are to be located within 300 feet of a fire hydrant as measured along the travel route of the fire/rescue pumper.
PLANNING AND DEVELOPMENT DEPARTMENT
1. The Planning and Development Department checks all applications to close a public alley or street right of way to ensure that no other properties are left without frontage on another public street.
2. Utilizing an alley or easement as the principal means of access to a lot or parcel of land is not permitted in Jacksonville Beach.
3. The Planning and Development Department compiles the responses received from the other property owners who might be affected by the proposed right of way or easement closing. As a general rule, if an abutting property owner objects, it is considered to be sufficient evidence that the right of way or easement has a public purpose and should be retained as such. An application may wish to discuss the request to close the right of way or easement with the adjacent property owners before submitting an application.
4. In the case of a partial street right of way closing, it is the City's policy to close the section for the entire length of the block and not just the portion which abuts the applicant's property.
POLICE DEPARTMENT
1. The Police Department reviews right of way or easement closing requests to determine that an officer can readily access a business, residence or other property by use of an alternate street or public accessway.

PUBLIC WORKS DEPARTMENT
1. The Public Works Department conducts a records check and field survey to ascertain the presence of any existing water, sewer, or storm drainage facilities with the area proposed to be closed. This may include water and sewer lines or drainage pipe, swales or ditches.
2. The Public Works Department evaluates the particular installation to determine if the closure will adversely affect maintenance and repair functions and assess the potential disruption of departmental service delivery activities resulting from future development of the abandoned right of way or easement. The review of drainage system concerns relates to the potential for flooding or increased difficulty in maintaining drains as a result of the closure.
CITY COUNCIL / CITY MANAGER
1. Following a review of the information supplied by the reviewing departments, the City Council and City Manager will make a determination if there is an overwhelming public interest in retaining the road or alley right of way or the public easement. This determination will be made by balancing the reasons given by the applicant in support of the closure when weighed against the present or future needs of the City. In other words, **there must be a significant public purpose that will be served if the right of way or easement is turned over to a private owner**.

MAP SHOWING BOUNDARY & TOPOGRAPHIC SURVEY OF LOT 12 BLOCK 8 AS SHOWN ON MAP OF OCEAN TERRACE

AS RECORDED IN PLAT BOOK 10 PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLA.

CERTIFIED TO: ONE ELEVEN CONSTRUCTION, LLC



RECEIVED
JAN 16 2024
PLANNING DEPARTMENT

BENCHMARK:
SET NAIL & DISK
GPS OBSERVED FOR 600 EPOCHS
FDOT NETWORK FLORIDA.
STATE PLANE COORDINATE EAST
NAD 83, NO_TRANS NAVD 88'
ELEVATION: (17.76)

ELEVATIONS SHOWN HEREON REFER TO NAVD OF 1988

UNDERGROUND ENCROACHMENTS NOT LOCATED

THE LAND SHOWN HEREON IS IN THE SPECIAL FLOOD HAZARD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP 0419 J FOR DUVAL COUNTY, FLORIDA, F.I.R.M. INDEX DATE 11-02-18

LEGEND & ABBREVIATIONS

WM – DENOTES WATER METER
CRB – DENOTES CABLE RISER BOX
CLA – DENOTES CENTERLINE ASPHALT
EHH – DENOTES ELECTRIC HAND HOLE
IHH – DENOTES IRRIGATION HAND HOLE
– DENOTES 10"WOOD POWER POLE
Ⓢ – DENOTES 36" SANITARY SEWER MANHOLE
00.00 – DENOTES TOPOGRAPHIC SPOT ELEVATION (HARD SHOT)
00.0 – DENOTES TOPOGRAPHIC SPOT ELEVATION (GROUND SHOT)

NOTE:
SURVEY BASED OFF OF PUBLIC RECORD AND FIELD MONUMENTATION AND OCCUPATION. LOT LINES SHOWN HEREON ARE THE BEST REPRESENTATION OF PUBLIC RECORD AND INTENT. DURING THE COURSE OF A FIELD RUN SURVEY IT WAS DISCOVERED THAT THE SUBDIVISION OF OCEAN TERRACE, RECORDED IN PLAT BOOK 10 PAGE 2 OF THE CURRENT RECORDS OF DUVAL COUNTY ON APRIL 27TH, 1925 AND THE SUBDIVISION OF RIP TIDE, AS RECORDED IN PLAT BOOK 44 PAGE 92 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY RECORDED IN NOVEMBER 1988 HAVE A HIATUS BASED ON PUBLIC RECORD AND PHYSICAL MONUMENTAION FOUND IN THE FIELD. THE SOUTHEAST BLOCK CORNER FOR BLOCK 8 OF SAID PLAT OF OCEANSIDE TERRACE WAS RETRIEVED AND FIELD LOCATED BY THIS FIRM

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BEARINGS AND DIRECTIONAL NORTH ARE BASED ON AN ASSUMED DATUM. BEARING BASE IS BASED ON THE WESTERLY RIGHT OF WAY LINE OF TROPICAL TERRACE, HOLDING FROM THE NORTH EAST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 3, A DISTANCE OF 505.00 PLAT AND AN ACTUAL DISTANCE OF 504.80. PLEASE SEE ORIGINAL SURVEY FOR REFERENCE

Legend

(TYP.)	= TYPICAL	P.R.M.	= PERMANENT REFERENCE MONUMENT
FND.	= FOUND		
CONC.	= CONCRETE	P.T.	= POINT OF TANGENCY
MON.	= MONUMENT	P.C.	= POINT OF CURVE
I.P.	= IRON PIPE	P.R.C.	= POINT OF REVERSE CURVE
I.R.	= IRON ROD	P.C.C.	= POINT OF COMPOUND CURVE
CH.	= CHORD	B.R.L.	= BUILDING RESTRICTION LINE
A	= ARC LENGTH	F.P.&L.	= FLORIDA POWER & LIGHT
R	= RADIUS	A/C	= AIR CONDITIONER
(C)	= CALCULATED	I.D.	= IDENTIFICATION
(D)	= DEED	NGVD	= NATIONAL GEODETIC VERTICAL DATUM
(P)	= PLAT	NAVD	= NORTH AMERICAN VERTICAL DATUM
(R)	= RADIAL	N.T.S.	= NOT TO SCALE
℄	= CENTER LINE	P.I.	= POINT OF INTERSECTION
R/W	= RIGHT-OF-WAY	EW	= EDGE OF WATER
(±)	= FENCE	TOB	= TOP OF BANK
(W)	= WITNESS	LB	= LICENSED BUSINESS

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS – 3751 SAN JOSE PLACE, SUITE 15 – JACKSONVILLE, FLORIDA, 32257 – 904/279-0088 – LICENSED LAND BUSINESS NO. 3857

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 / CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE

SURVEY NOT VALID UNLESS EMBOSSED BY SEAL

JAMES D. HARRISON, JR., No. 2647
MICHAEL A. GARRETT, No. 6643

SCALE 1"=20'

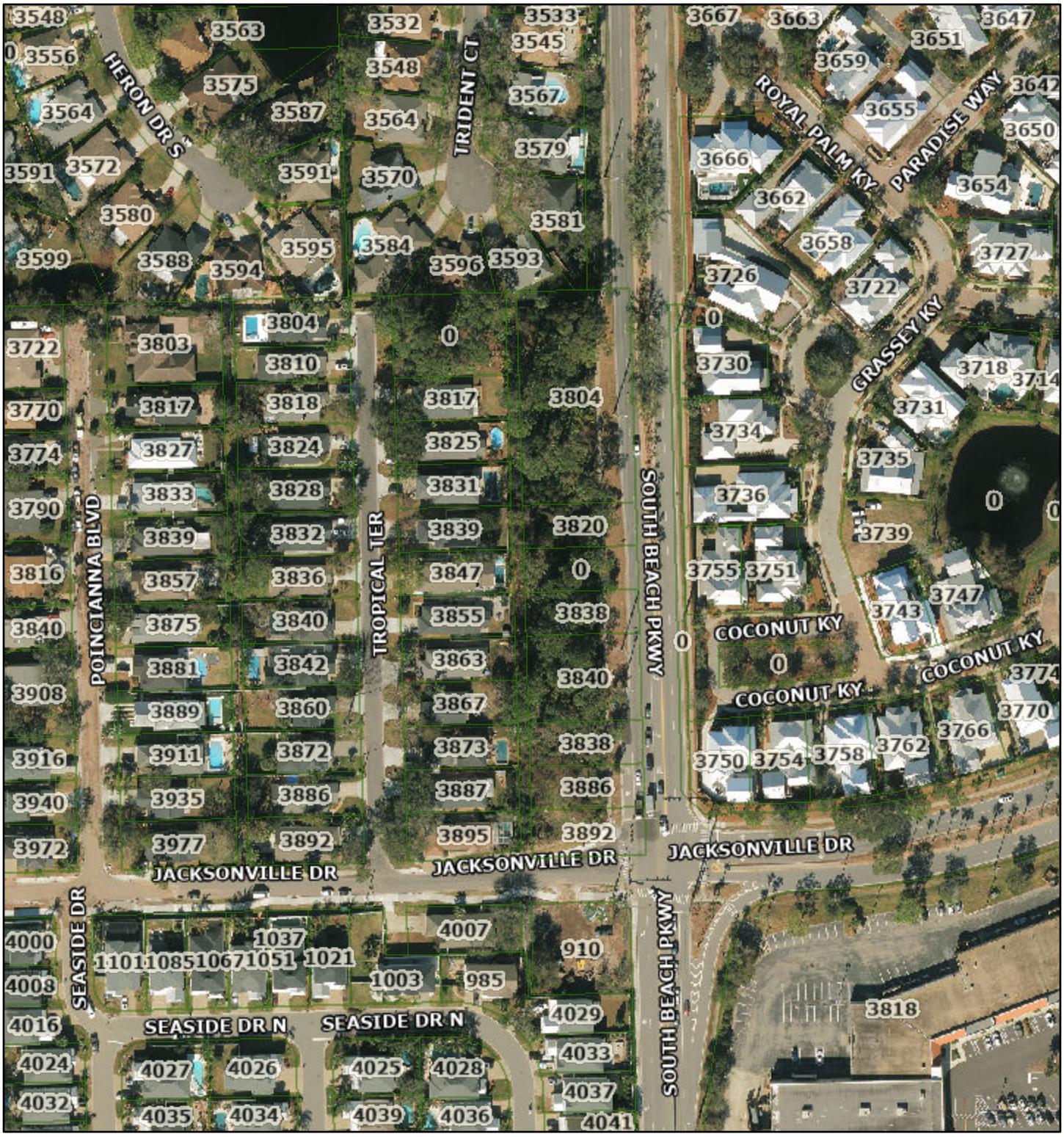
DATE 01-24-2024

FLORIDA REGISTERED SURVEYOR AND MAPPER

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

F.B. N/A D.C. 93791-207375 DR. BY AJB DIR. P:\2023 (93759)\ONE ELEVEN CONSTRUCTION\OCEAN TERRACE ORDER NO. 207375-MTG-11-17 FILE 93791

Land Development Review



March 13, 2024

Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2024-8211

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, VACATING, DISCONTINUING, ABANDONING, AND CLOSING A CERTAIN FOURTEEN (14) FOOT WIDE PUBLIC ALLEY RUNNING IN A NORTHERLY AND SOUTHERLY DIRECTION THROUGH THAT CERTAIN PROPERTY LOCATED IN THE CITY OF JACKSONVILLE BEACH, FLORIDA, KNOWN AS BLOCK 8, OCEAN TERRACE SUBDIVISION, ACCORDING TO THE PLAT BOOK THEREOF RECORDED IN PLAT BOOK 10, PAGE 2 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, RECORDING AND NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, on December 2, 1996, the Jacksonville Beach City Council adopted Resolution No. 1514-96 setting forth a policy for closing street rights of way and alleys; and

WHEREAS, said Resolution established certain principles to apply to the closing or abandonment of rights of ways and alleys; and

WHEREAS, said Resolution states that the City's interest will be retained unless there is an overwhelming public interest that is served, and the rights of abutting property owners will not be imparted; and

WHEREAS, the alley located in a northerly and southerly direction through the middle of Block 8 of the Ocean Terrace Subdivision is not paved, is not maintained, and there are no utilities located in the alley; and

WHEREAS, the alley as platted is no longer needed by the city for any purposes; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals are true and correct and made a part of this Ordinance. Furthermore, the City Council makes the following legislative findings as such pertains to the requested alley abandonment:

(a) The subject alley does not provide the sole means of access to adjoining properties;

(b) The subject alley is not needed by the City for public use nor to meet future transportation needs;

(c) The public interest will be served by the abandonment of the subject alley; and

(d) The rights of the abutting property owners will not be impaired by the City's abandonment of the subject alley.

SECTION 2. ABANDONMENT. Those portions of a certain public alley in the Ocean Terrace Subdivision in the City of Jacksonville Beach, Florida, and more particularly described below, be and the same are hereby vacated, discontinued, abandoned, and closed as a public alley, and the owners of the property situated adjacent to and contiguous to the portions of the alley listed below are hereby authorized to enter up and use and enjoy the lands embraced in said portions of the alley to the same extent and purposes as if the same had never been platted.

1. The portion of a fourteen (14) foot wide public alley running in a northerly and southerly direction through Block 8, Ocean Terrace Subdivision as recorded in Plat Book 10, Page 2 of the current public records of Duval County, Florida.

SECTION 3. CONFLICT. That all ordinances or parts of ordinances in conflict herewith are repealed to the extent to such conflict.

SECTION 4. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 6. RECORDING AND NON-CODIFICATION. This Ordinance shall be recorded in the public records of Duval County, Florida. The provisions of this Ordinance shall not be included nor incorporated within the Jacksonville Beach Code of Ordinances.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

AUTHENTICATED this _____ day of _____, 2024.

_____
Christine H. Hoffman, Mayor

_____
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

_____

David Migut, City Attorney