



# City of Jacksonville Beach

## Agenda

11 North Third Street  
Jacksonville Beach, Florida

## City Council

Monday, May 20, 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 May 6, 2024
- B. Council Briefing held on May 13, 2024

### **APPROVAL OF THE AGENDA**

### **ANNOUNCEMENTS**

### **COURTESY OF THE FLOOR TO VISITORS**

### **CONSENT AGENDA**

- A. Accept the Monthly Financial Reports for the month of April 2024
- B. Approve the Lease Agreement between the City of Jacksonville Beach and the Volunteer Lifesaving Corps for the former Fire/Rescue Station Building located at 396 1st Avenue South effective June 1, 2024
- C. Approve the Lease Agreement between the City of Jacksonville Beach and ASAP Towing, Inc., for parcel 722-F in the Jacksonville Beach Industrial Park
- D. Approve the Lease Agreement between the City of Jacksonville Beach and BEAM for the Community Services Center located at 850 6th Avenue South

### **MAYOR AND CITY COUNCIL**

### **CITY CLERK**

### **CITY MANAGER/NEW BUSINESS**

- A.
  - 1. Authorize the following Elected Officials to attend the Florida League of Cities Annual Conference from August 15th- 17th in Hollywood, FL: \_\_\_\_\_.
  - 2. Appoint \_\_\_\_\_ as voting delegate at the Annual Conference on behalf of the City of

Jacksonville Beach.

- B. Approve/Disapprove an Agreement with HAVIC Studios for the design fee associated with the "Sea Life in the City" sea turtle sculpture
- C. Approve/Disapprove an emergency sanitary sewer repair at 22nd Street North and 9th Avenue North to be completed by United Brothers Development Corporation for an amount not to exceed \$1,077,022
- D. Approve/Disapprove an additional funding allocation for the 10th Street South Drainage and Roadway Improvement Project final billing

### **RESOLUTIONS**

- A. Adopt/Deny Resolution No. 2173-2024 revising electric rates for Beaches Energy Services
- B. Adopt/Deny Resolution No. 2175-2024 approving the honorary street name designation applications for Fallen Wartime Military Veterans and Honorees Keith, Robinson, and Hurst

### **ORDINANCES**

- A. Approve/Disapprove Ordinance No. 2024-8214 on the first reading to transmit the 2050 Comprehensive Plan to the State Agencies for official review, and schedule a second reading for a future date to be determined
- B. Adopt/Deny Ordinance No. 2024-8213 on the second reading for approval of a Rezoning for property located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD
- C. Adopt/Deny Ordinance No. 2024-8215 on the second reading amending Chapter 10 - Fire and Life Safety, Article III. - Fire Prevention and Life Safety, Section 10-3.03. - Codes Adopted
- D. Adopt/Deny Ordinance No. 2024-8216 on the second reading submitting to the electors of the City of Jacksonville Beach proposed amendments to the City of Jacksonville Beach Charter

### **ADJOURNMENT**

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#### **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, May 6, 2024 at 6:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> 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, Deputy City Manager Karen Nelson, Chief Information Officer Bill Rieger, Director of Planning and Development Heather Ireland, Beaches Energy Electrical Engineer and Project Supervisor Matt Seeley, Beaches Energy Substation Relay Supervisor Jamison Parker, Fire Marshal Steve Scotto, Senior Planner Christian Popoli, 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 April 15, 2024

**ANNOUNCEMENTS:**

Council Member Golding acknowledged the successful Opening of the Beaches Parade and thanked Parks and Recreation. She noted a recent Beaches Watch presentation by the U.S. Army Corps of Engineers concerning beach renourishment. Ms. Golding thanked the City Manager and Mayor Hoffman for sending a letter to the Governor detailing the City's challenges with guns, gangs, and drugs at short-term rentals. She stated Senate Bill (SB) 280 (short-term rental bill) had not yet made it to the Governor's desk and urged efforts to encourage veto of the bill.

Council Member Horn congratulated the newest class of the Volunteer Life Saving Corps (VLSC). He recognized local surfers who qualified for the East Coast Championship. He added the Jacksonville Board Riders Club won the Florida Board Riders Championship and would compete in the National Board Riders Championship in May. Mr. Horn acknowledged the VLSC golf tournament was well attended by Council members.

Council Member Meza recognized the success of the Opening of the Beaches weekend, including the sandcastle contest and two local fundraisers. He congratulated the new members of the Volunteer Life Saving Corps. Mr. Meza noted recent short-term rental issues, which he brought to the attention of the City Manager.

Council Member Janson recognized the success of the sandcastle contest. He showcased the accomplishments from the recent legislative session in an article featured in the Quality Cities magazine.

Mayor Hoffman reiterated the sentiments regarding the Opening of the Beaches weekend events. She emphasized the ongoing beach renourishment efforts, noting the secured full federal funding for the project. Additionally, she brought attention to the upcoming hurricane season and noted

area preparations. She also mentioned her attendance at the USS George Washington reception. The upcoming Moonlight Movie would be "The Little Mermaid."

### **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.

### **COURTESY OF THE FLOOR TO VISITORS:**

- Gary Paetau, 725 Bonaire Circle, Jacksonville Beach, shared concerns about IQ fiber installation
- Georgette Dumont, 507 16<sup>th</sup> Avenue South, Jacksonville Beach, spoke about National Public Service Week (May 5<sup>th</sup> – 11<sup>th</sup>)
- Mable McQueen, 637 4<sup>th</sup> Avenue South, Jacksonville Beach, spoke about her mother's (Margaret McQueen) legacy within the City

### **CONSENT AGENDA:**

**Item A      Award RFP No. 03-2324 Special Events and Production Services to PRI Productions**

**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 Safe Boating Week**

Mayor Hoffman presented the National Safe Boating Week proclamation to members of Coast Guard Auxiliary Flotilla.

**Item B      Proclamation for American Legion Family Day**

Mayor Hoffman announced the American Legion Family Day proclamation.

**Item C      Authorize Council Member Dan Janson to represent the City of Jacksonville Beach on the Board of Trustees for the Florida Municipal Investment Trust (FMIvT)**

City Manager Mike Staffopoulos provided background on the item.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to authorize Council Member Dan Janson to represent the City of Jacksonville Beach on the Board of Trustees for the Florida Municipal Investment Trust (FMIvT).

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, and Mayor Hoffman

The motion passed unanimously.

**CITY CLERK:** None

**CITY MANAGER/NEW BUSINESS:**

**Item A      Approve/Disapprove a Roadway Illumination Services Agreement with the Florida Department of Transportation for State Road A1A (3<sup>rd</sup> Street) from 7th Avenue North to Third Avenue South**

Beaches Energy Electrical Engineer and Project Supervisor Matt Seeley provided background on the item.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve a Roadway Illumination Services Agreement with the Florida Department of Transportation for State Road A1A (3<sup>rd</sup> Street) from 7th Avenue North to Third Avenue South.

**Discussion:** None

**Roll Call Vote:** Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman

The motion passed unanimously.

**Item B      Approve/Disapprove an Agreement with Selectron to upgrade the IVR server**

Chief Information Officer Bill Rieger provided background on the item.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve an Agreement with Selectron to upgrade the IVR server.

**Discussion:** A discussion ensued about safety.

**Roll Call Vote:** Ayes – Janson, Meza, Sutton, Wagner, Golding, Horn, and Mayor Hoffman

The motion passed unanimously.

**Item C      Approve/Disapprove a Construction Services Agreement with Burns & McDonnell for all remaining engineering services, procurement of materials, and construction for a design-build contract for transmission system improvements and repairs for an amount not to exceed \$1,745,000 as the Contract Guaranteed Maximum Price**

Beaches Energy Substation Relay Supervisor Jameson Parker provided background on the item.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve a Construction Services Agreement with Burns & McDonnell for all remaining engineering services, procurement of materials, and construction for a design-build contract for transmission system improvements and repairs for an amount not to exceed \$1,745,000 as the Contract Guaranteed Maximum Price.

**Discussion:** None

**Roll Call Vote:** Ayes – Meza, Sutton, Wagner, Golding, Horn, Janson, and Mayor Hoffman

The motion passed unanimously.

**RESOLUTIONS:**

**Item A      Adopt/Deny Resolution No. 2171-2024 amending the Pay and Classification Plan for Managerial, Professional, and Administrative (Nonunion) Positions**

Deputy City Manager Karen Nelson explained the item would reclassify and/or retitle several positions across departments.

Mayor Hoffman requested the City Clerk read Resolution No. 2171-2024 by title only, whereupon Ms. Gosselin read the following:

**“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ITS POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL AND ADMINISTRATIVE (NONUNION) POSITIONS; PROVIDING FOR ADOPTION OF RECITALS, ADOPTION OF THE PLAN, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”**

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Resolution No. 2171-2024 amending the Pay and Classification Plan for Managerial, Professional, and Administrative (Nonunion) Positions.

**Discussion:** A discussion ensued about the plan.

**Roll Call Vote:** Ayes – Sutton, Wagner, Golding, Horn, Janson, Meza, and Mayor Hoffman

The motion passed unanimously.

**Item B      Adopt/Deny Resolution No. 2176-2024 designating the Director of Beaches Energy Services as attorney-in-fact for Beaches Energy Services; delegating signature authority to the Director of Beaches Energy Services for Roadway Illumination Services Agreements and other project-specific documents to complete performance thereof with the Florida Department Of Transportation (FDOT) when the one-time services charge to be paid by the FDOT to the City is less than \$25,000; and authorizing the City Manager to endorse any documentation required by the FDOT that evidences the authority granted herein**

City Manager Mike Staffopoulos provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2176-2024 by title only, whereupon Ms. Gosselin read the following:

**“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, DESIGNATING THE DIRECTOR OF BEACHES ENERGY SERVICES AS ATTORNEY-IN-FACT FOR BEACHES ENERGY SERVICES; DELEGATING SIGNATURE AUTHORITY TO THE**

**DIRECTOR OF BEACHES ENERGY SERVICES FOR ROADWAY ILLUMINATION SERVICES AGREEMENTS AND OTHER PROJECT-SPECIFIC DOCUMENTS TO COMPLETE PERFORMANCE THEREOF WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WHEN THE ONE-TIME SERVICES CHARGE TO BE PAID BY THE FDOT TO THE CITY IS LESS THAN \$25,000; AND AUTHORIZING THE CITY MANAGER TO ENDORSE ANY DOCUMENTATION REQUIRED BY THE FDOT THAT EVIDENCES THE AUTHORITY GRANTED HEREIN; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”**

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Resolution No. 2176-2024 designating the Director of Beaches Energy Services as attorney-in-fact for Beaches Energy Services; delegating signature authority to the Director of Beaches Energy Services for Roadway Illumination Services Agreements and other project-specific documents to complete performance thereof with the Florida Department Of Transportation (FDOT) when the one-time services charge to be paid by the FDOT to the City is less than \$25,000; and authorizing the City Manager to endorse any documentation required by the FDOT that evidences the authority granted herein.

**Discussion:** A discussion ensued about the \$25,000 amount.

**Roll Call Vote:** Ayes – Wagner, Golding, Horn, Janson, Meza, Sutton, and Mayor Hoffman

The motion passed unanimously.

**ORDINANCES:**

**Item A      Adopt/Deny Ordinance No. 2024-8211 on the second reading, vacating a 14-foot-wide alley in Ocean Terrace Subdivision, Block 8**

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8211 by title only, whereupon Ms. Gosselin read the following:

**“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.”**

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2024-8211."

**Public Hearing:** No one came forward to speak. Mayor Hoffman closed the public hearing.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Ordinance No. 2024-8211 on the second reading, vacating a 14-foot-wide alley in Ocean Terrace Subdivision, Block 8.

**Discussion:** None

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, and Mayor Hoffman

The motion passed unanimously.

**Item B**      **Approve/Disapprove Ordinance No. 2024-8213 on the first reading approving the rezoning for property located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD, and schedule a second reading for May 20, 2024**

Senior Planner Christian Popoli provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8213 by title only, whereupon Ms. Gosselin read the following:

**"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE."**

Mayor Hoffman read the following: "This ordinance to amend the RD zoning regulations of a property is before this Council for a public hearing and consideration on its first reading.

Under the laws of the State of Florida, an application to amend the zoning regulations or map governing a specific property or development site is handled as a 'quasi-judicial' proceeding.

A quasi-judicial proceeding means that the City Council is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant's burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council's decision on a zoning amendment

application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

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

I will now open the public hearing on Ordinance No. 2024-8213.”

**Agent:** Wyman Duggan, on behalf of Rogers Tower, 1301 Riverplace Boulevard, Suite 1500, Jacksonville, provided additional background on the item.

Mayor Hoffman read the following: “We will now open the floor for testimony from the public. If you want to be heard on this application and have filled out a speaker card, please step up, state your name and address, before providing your comment, which can include whether you are for or against the application.”

**Public Hearing:**

The following spoke on the ordinance:

- Georgette Dumont, 507 16<sup>th</sup> Avenue South, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Mr. Duggan responded to public concerns.

Mayor Hoffman read the following: “Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record whether the member has had any ex-parte communications on the matter, and if so, disclose both the names of persons and the substance of the ex-parte communications regarding this application. An ex-parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process. Written ex-parte communications, whether send to one member or all members, do not have to be disclosed on the record, but must be made a part of the record by sending/forwarding them to the City Clerk.

**Ex-Parte Communications:**

Mayor Hoffman disclosed she received several emails from Mr. David Smith, as well as one email from the applicant.

Council Members Sutton, Horn, Meza, Wagner, and Janson, all disclosed they received emails from David Smith.

Council Member Golding disclosed she received emails from Mr. David Smith and had a conversation with Mr. Duggan clarifying the application.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve Ordinance No. 2024-8213 on the first reading approving the rezoning for property located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD, and schedule a second reading for May 20, 2024.

Mayor Hoffman read the following: "Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined, and the decision was made."

**Discussion:** A discussion ensued about the liquor license and distance of the bars. Mr. Popoli and Mr. Duggan addressed questions from the Council.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Sutton, to remove the exception for the distance requirement in Item 8 [on page 9] of the application.

**Discussion:** A discussion ensued about the amendment, conditional and permitted uses.

**Motion to Amend Roll Call Vote:** Ayes – Horn, Sutton, Golding  
Nays – Janson, Meza, Wagner, and Mayor Hoffman

The motion to amend failed 3-4.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Sutton, to use enhanced pedestrian elements on the 1<sup>st</sup> Street side of the property.

**Discussion:** Discussion ensued about the amendment, Community Redevelopment Agency Plan, and enhancements. Mr. Duggan addressed questions from the Council.

**Motion to Amend Roll Call Vote:** Ayes – Sutton, Golding  
Nays – Janson, Meza, Wagner, Horn, and Mayor Hoffman

The motion to amend failed 2-5.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Janson, to prohibit the valet from using the public parking spaces.

**Discussion:** None

**Motion to Amend Roll Call Vote:** Ayes – Meza, Sutton, Golding, Horn, Janson, and Mayor Hoffman  
Nays – Wagner

The motion to amend passed 6-1.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Sutton, to require the buffering as outline in the Land Development Code.

**Discussion:** A discussion ensued about the amendment and land development code. Mr. Duggan and Director of Planning and Development Heather Ireland addressed questions from the Council.

**Motion to Amend Roll Call Vote:** Ayes – Sutton, Wagner, Golding  
Nays – Horn, Janson, Meza, and Mayor Hoffman



The motion to amend failed 3-4.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Sutton, to make the bar, lounge, nightclub, a conditional use.

**Discussion:** A discussion ensued about the amendment, liquor license, and distance exception. Mr. Duggan, Mr. Popoli, and Ms. Ireland addressed questions from the Council.

Council Member Golding withdrew the motion to amend.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Sutton, to clarify only one bar would be permitted in this RD re-zoning.

**Discussion:** None

**Motion to Amend Roll Call Vote:** Ayes – Golding, Horn, Meza, Sutton, and Mayor Hoffman  
Nays – Janson, Wagner

The motion to amend passed 5-2.

**Discussion:** None

**Original Motion as Amended Roll Call Vote:** Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman

The amended motion passed unanimously.

**Item C**      **Approve/Disapprove Ordinance No. 2024-8214 on the first reading to transmit the 2050 Comprehensive Plan to the State Agencies for official review, and schedule a second reading for a future date to be determined**

Ms. Ireland provided background on the item.

Ms. Blair Knighting, Kimley-Horn, presented a PowerPoint [on file].

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8214 by title only, whereupon Ms. Gosselin read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TRANSMITTING PROPOSED AMENDMENTS TO THE 2030 COMPREHENSIVE PLAN AND ALSO TRANSMITTING A NEW MAP SERIES AND DATA AND ANALYSIS TO THE STATE OF FLORIDA’S VARIOUS AGENCIES FOR REVIEW AND COMMENT; PROVIDING FOR ADOPTION OF SAID AMENDMENTS AND ADOPTING A 2050 COMPREHENSIVE PLAN WITH VISIONS, INTENTS, AND STRATEGIES UPON RECEIPT OF SAID COMMENTS AND COMPLETION OF THE STATE REVIEW PROCESS; PROVIDING DIRECTIONS TO THE PLANNING AND DEVELOPMENT DEPARTMENT; PROVIDING FOR PURPOSE AND INTENT; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES,**

**SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE."**

Mayor Hoffman read the following: "This ordinance for the amendment to the text of the 2030 Comprehensive Plan is before this Council for a public hearing and adoption on its first reading. Under the laws of the State of Florida, an ordinance which changes the text of any Element of the City's 2030 Comprehensive Plan is a 'quasi-legislative' proceeding.

A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity. It is the duty of the Council to arrive at sound decisions regarding proposed changes to the text of the adopted 2030 Comprehensive Plan. This includes receiving citizen input regarding any proposed text change.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the City's 2030 Comprehensive Plan. The Council's decision on a Comprehensive plan amendment application is based on the criteria set forth in Section 34-182 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

I will now open the public hearing on Ordinance No. 2024-8214."

**Public Hearing:** No one came forward to speak. Mayor Hoffman closed the public hearing.

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

**Ex-Parte Communications:**

All City Council members disclosed they received several emails from Ms. Valerie Britt.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve Ordinance No. 2024-8214 on the first reading to transmit the 2050 Comprehensive Plan to the State Agencies for official review, and schedule a second reading for a future date to be determined.

Mayor Hoffman read the following: "Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff's report, the recommendation of the Planning Commission and the public input at all hearings."

**Discussion:** A discussion ensued about the Live Local Act, neighborhoods, and schools. Ms. Knighting and Ms. Ireland addressed questions from the Council.

**Motion to Amend:** It was moved by Mr. Wagner, seconded by Mr. Sutton, to modify Strategy PS Section 1.2.2, Section (a), Section ii, to include after the word "objectives," "coordinate with the City redevelopment objectives and ensure the preservation of surrounding neighborhoods, consistent with the 2050 Plan."

**Discussion:** A discussion ensued about the amendment, school board, process submitting to the State, and deferral.

Council Member Wagner withdrew the motion to amend.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to continue the item to the City Council meeting on May 20, 2024.

**Discussion:** None

**Roll Call Vote:** Ayes – Meza, Sutton, Wagner, Golding, Horn, Janson, and Mayor Hoffman

The motion passed unanimously.

**Item D**      **Approve/Disapprove Ordinance No. 2024-8215 on the first reading amending Chapter 10 - Fire and Life Safety, Article III. - Fire Prevention and Life Safety, Section 10-3.03. - Codes Adopted, and schedule a second reading for May 20, 2024**

Fire Marshal Steve Sciotto provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8215 by title only, whereupon Ms. Gosselin read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CITY CODE OF ORDINANCES CHAPTER 10, ARTICLE III, SECTION 10-3.03. “CODES ADOPTED;” PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”**

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. 2024-8215.”

**Public Hearing:** No one came forward. Mayor Hoffman closed the Public Hearing.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve Ordinance No. 2024-8215 on the first reading amending Chapter 10 - Fire and Life Safety, Article III. - Fire Prevention and Life Safety, Section 10-3.03. - Codes Adopted and schedule a second reading for May 20, 2024.

**Discussion:** None

**Roll Call Vote:** Ayes – Sutton, Wagner, Golding, Horn, Janson, Meza, and Mayor Hoffman

The motion passed unanimously.

**Item E**      **Approve/Disapprove Ordinance No. 2024-8216 on the first reading submitting to the electors of the City of Jacksonville Beach proposed**

**amendments to the City of Jacksonville Beach Charter, and schedule a second reading for May 20, 2024**

City Attorney David Migut provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8216 by title only, whereupon Ms. Gosselin read the following:

**“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF JACKSONVILLE BEACH PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF JACKSONVILLE BEACH; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.”**

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. 2024-8216.”

**Public Hearing:**

The following spoke on the ordinance:

- Georgette Dumont, 507 16<sup>th</sup> Avenue South, Jacksonville Beach
- Darrell Shields, 315 18<sup>th</sup> Street North, Jacksonville Beach
- Bradley Lewis, 18 Hopson Road, Jacksonville Beach
- Ronda Steinke-McDonald, 1120 2<sup>nd</sup> Avenue North, Jacksonville Beach
- Bruce Wouters, 126 12<sup>th</sup> Avenue South, Jacksonville Beach

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

- Robin Malcolm, 215 38<sup>th</sup> Avenue South, Jacksonville Beach

Mayor Hoffman closed the Public Hearing.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve Ordinance No. 2024-8216 on the first reading submitting to the electors of the City of Jacksonville Beach proposed amendments to the City of Jacksonville Beach Charter, and schedule a second reading for May 20, 2024.

**Discussion:** A discussion ensued about Question 2, additional language deletions, public feedback, representation on City Council, continuity between Question 2 and 3, and elected versus appointed City Council members.

**Motion to Amend:** It was moved by Ms. Golding, seconded by Mr. Sutton, to remove Question 2.

**Discussion:** None

**Motion to Amend Roll Call Vote:** Ayes – Golding, Horn, Sutton, and Mayor Hoffman  
Nays – Janson, Meza, Wagner

The motion to amend passed 4-3.

**Motion to Amend:** It was moved by Mr. Meza to remove Question 3.

The motion failed due to lack of second.

**Motion to Amend:** It was moved by Mr. Horn, seconded by Ms. Golding, to amend Question 1, Section A, to remove “pronoun” between “gender” and “references,” in Section B, to remove “PRONOUN” and insert “GENDER” in its place, in the paragraph below in Section B, to remove “pronoun” in between “gender” and “references.”

**Discussion:** None

**Motion to Amend Roll Call Vote:** Ayes – Janson, Meza, Sutton, Wagner, Golding, Horn, and Mayor Hoffman

The motion to amend passed unanimously.

**Original Motion as Amended Roll Call Vote:** Ayes – Meza, Sutton, Wagner, Golding, Horn, Janson, and Mayor Hoffman

The amended motion passed unanimously.

**ADJOURNMENT:**

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

**Voice Vote:** The motion passed unanimously.

There being no further business, the meeting adjourned at 8:35 P.M.

Submitted by: Sheri Gosselin  
City Clerk

Approval:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

Date: \_\_\_\_\_

**Minutes of City Council Briefing  
Monday, May 13, 2024 – 5:30 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> 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  
Fernando Meza                      Greg Sutton                      John Wagner (absent)

Also present were Chief Financial Officer Ashlie Gossett, Beaches Energy Services Electrical Engineering Project Supervisor Matthew Seeley, Ocean Rescue Supervisor Rob Emahiser, Ocean Rescue Lieutenant Savanna Cocker, Assistant Ocean Rescue Supervisor Casey Donnell, Community Redevelopment Agency Coordinator Taylor Mobbs, 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**

**Post Legislative Session Summary**

Erin Ballas and Keyna Cory of Public Affairs Consultants reviewed a presentation [on file] regarding updates to the post-legislative session.

**Assumptions for FY2025 Budget Preparation**

Chief Financial Officer Ashlie Gossett summarized the assumptions for the FY2025 budget. A conversation ensued regarding the anticipated increase in stormwater rates.

**FY2025 Budget Workshop Schedule**

Ms. Gossett reviewed the proposed schedule for the FY2025 budget workshops.

**Beaches Energy Services Policy Amendments**

Beaches Energy Services Electrical Engineering Project Supervisor Matthew Seeley discussed the justification for including padmount transformers and trans closures in developer contributions and reviewed the proposed amendments to the current policy. It was the consensus of the Council for staff to move forward with the proposed amendments and present a resolution at an upcoming Council meeting for formal consideration.

**Ocean Rescue Annual Report**

Ocean Rescue Supervisor Rob Emahiser, Ocean Rescue Lieutenant Savanna Cocker, and Assistant Ocean Rescue Supervisor Casey Donnell summarized the Ocean Rescue annual report.

**Latham Plaza Update**

Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs reviewed the proposed redesign plan [on file]. A conversation ensued regarding suggestions and questions from the Council. It was the consensus of the Council to discuss the proposed design and additional activation options at the joint City Council/CRA workshop scheduled for June 12, 2024.

**Miscellaneous City Manager Items**

None.

Committee Assignment Report

Council Member Janson stated he would be attending a meeting for the Florida Municipal Loan Committee and the Florida Municipal Investment Trust Committee.

Council Member Horn stated he was still awaiting additional information from Duval County regarding the Opioid Settlement funds.

Future Briefing Topics

Mayor Hoffman expressed interest in discussing the idea of allowing food trucks to operate in HOAs. It was the consensus of the Council to discuss this topic at a future briefing.

Council Member Golding stated due to the current beach renourishment, the installed dune protection roping was removed. She asked if the roping would be replaced after the beach renourishment was complete. Mr. Staffopoulos stated he would contact Director of Public Works Dennis Barron and report back to the Council with an answer.

Ms. Golding asked if it would be possible to get an overview of the passed bills and how they would affect the City after the legislative bills have been signed. City Manager Mike Staffopoulos responded a conversation could be had regarding bills directly affecting the City.

The Briefing adjourned at 7:45 P.M.

Submitted by: Jodilynn Byrd  
Deputy City Clerk

Approved:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

Date: \_\_\_\_\_



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

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

#### BACKGROUND

Attached are the monthly financial reports for April 2024 as prepared by the Finance Department. These reports represent seven months of activity, or 58.2% 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 April 2024

#### ATTACHMENTS

1. 2024-04 April Financials





# SUMMARY BUDGET REPORT

April 30, 2024

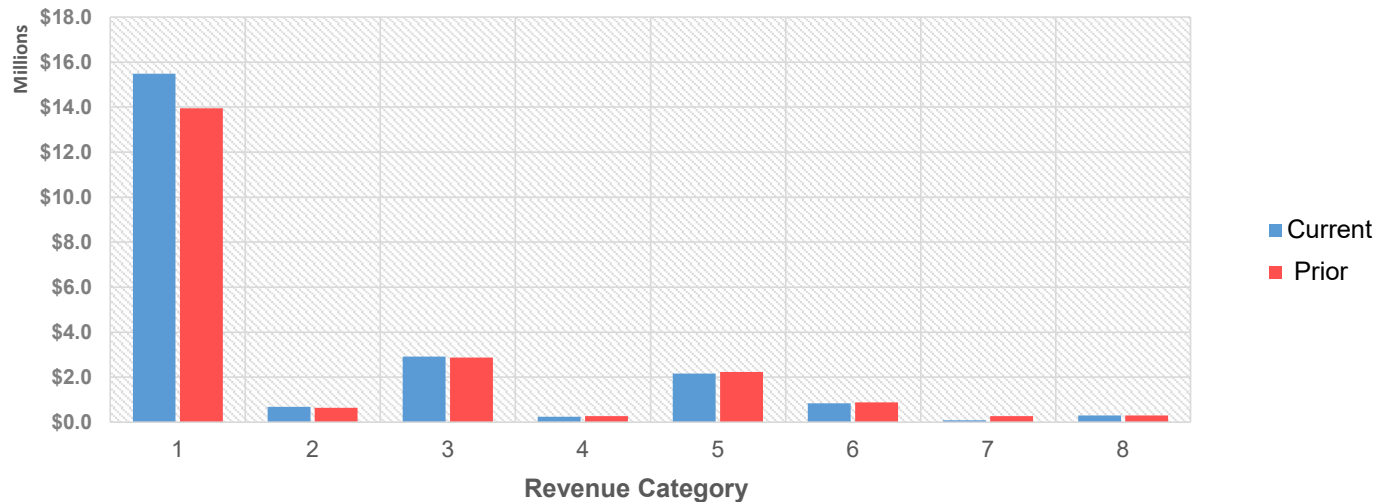
58.2% of Year Elapsed

## Exhibit 1

### General Fund Revenues

| Revenue Category            | Current Year Revenue to Date | Current Year Revenue % of Budget | Prior Year Revenue to Date | Prior Year Revenue % of Budget | % Variance (Current Year less Prior Year) | \$ Variance (Current Year less Prior Year) |
|-----------------------------|------------------------------|----------------------------------|----------------------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| 1 Taxes                     | 15,487,852                   | 85.8%                            | 13,959,521                 | 84.6%                          | 1.2%                                      | 1,528,330                                  |
| 2 Licenses & Permits        | 677,331                      | 85.2%                            | 640,549                    | 99.0%                          | -13.8%                                    | 36,782                                     |
| 3 Intergovernmental Revenue | 2,922,700                    | 64.2%                            | 2,867,434                  | 66.8%                          | -2.6%                                     | 55,266                                     |
| 4 Charges for Services      | 248,586                      | 45.4%                            | 269,876                    | 59.2%                          | -13.8%                                    | (21,291)                                   |
| 5 Enterprise Contributions  | 2,162,984                    | 58.3%                            | 2,223,879                  | 58.6%                          | -0.3%                                     | (60,895)                                   |
| 6 Miscellaneous Revenue     | 847,118                      | 212.3%                           | 876,393                    | 315.2%                         | -102.9%                                   | (29,274)                                   |
| 7 Fines & Forfeitures       | 82,551                       | 41.3%                            | 270,271                    | 159.0%                         | -117.7%                                   | (187,720)                                  |
| 8 Interfund Transfers       | 293,116                      | 57.0%                            | 300,374                    | 58.4%                          | -1.4%                                     | (7,258)                                    |
| <b>Total Revenues</b>       | <b>\$22,722,238</b>          | <b>79.0%</b>                     | <b>\$21,408,298</b>        | <b>80.3%</b>                   | <b>-1.3%</b>                              | <b>\$1,313,940</b>                         |

### 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/ 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 minor decrease from the prior year is due primarily to the number of cemetery lot sales.
- 7 The decrease in fines and forfeitures is attributable to a code enforcement case settlement received in the prior year.



# SUMMARY BUDGET REPORT

April 30, 2024

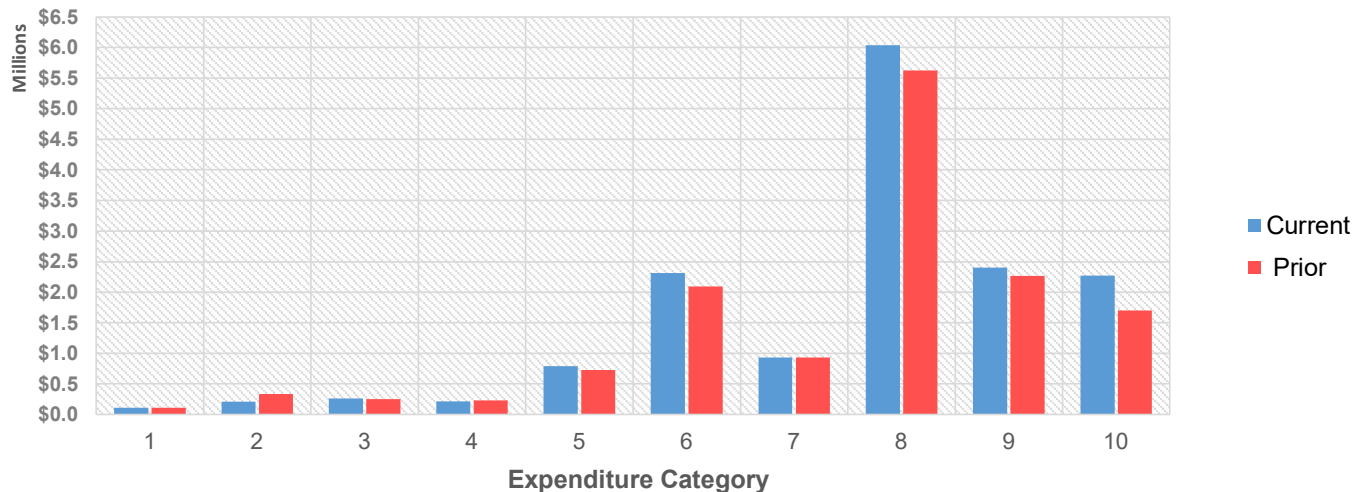
58.2% of Year Elapsed

## 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      | 109,049                           | 31.3%                                 | 110,008                         | 56.1%                               | -24.8%                                    | (959)                                      |
| 2 City Attorney            | 208,045                           | 38.1%                                 | 336,466                         | 58.3%                               | -20.1%                                    | (128,421)                                  |
| 3 City Clerk               | 262,972                           | 49.3%                                 | 256,248                         | 53.5%                               | -4.2%                                     | 6,724                                      |
| 4 Building Maintenance     | 218,981                           | 44.2%                                 | 230,983                         | 50.9%                               | -6.7%                                     | (12,002)                                   |
| 5 Planning and Development | 793,500                           | 50.6%                                 | 728,222                         | 47.7%                               | 2.9%                                      | 65,278                                     |
| 6 Parks and Recreation     | 2,315,833                         | 51.4%                                 | 2,092,830                       | 50.3%                               | 1.1%                                      | 223,003                                    |
| 7 Public Works             | 935,150                           | 47.1%                                 | 932,182                         | 50.6%                               | -3.5%                                     | 2,968                                      |
| 8 Police                   | 6,039,731                         | 55.2%                                 | 5,623,725                       | 55.5%                               | -0.3%                                     | 416,006                                    |
| 9 Fire Services            | 2,399,221                         | 64.0%                                 | 2,264,294                       | 63.4%                               | 0.5%                                      | 134,927                                    |
| 10 Non-Departmental        | 2,269,989                         | 52.1%                                 | 1,704,558                       | 40.5%                               | 11.6%                                     | 565,431                                    |
| <b>Total Expenditures</b>  | <b>15,552,471</b>                 | <b>53.6%</b>                          | <b>14,279,514</b>               | <b>52.6%</b>                        | <b>1.0%</b>                               | <b>\$1,272,957</b>                         |

### 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 and maintenance efforts.
- 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

April 30, 2024

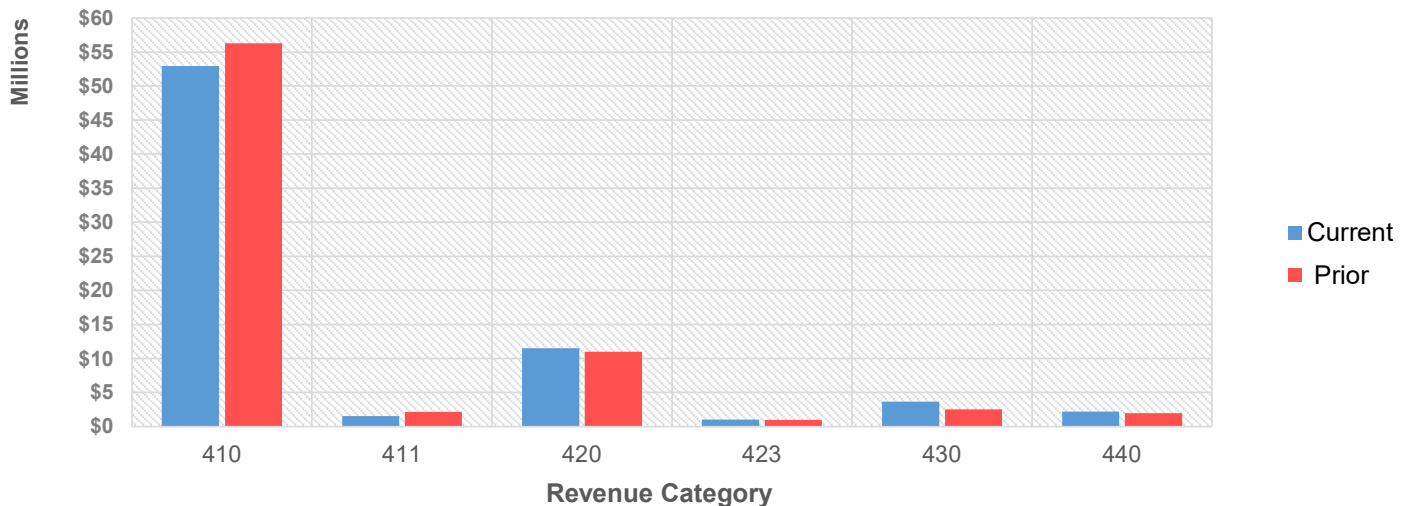
58.2% of Year Elapsed

## 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          | 52,960,855                   | 53.6%                            | 56,266,043                 | 58.6%                          | -5.0%                                     | (3,305,188)                                |
| 411 Natural Gas       | 1,571,510                    | 64.5%                            | 2,150,542                  | 97.4%                          | -33.0%                                    | (579,032)                                  |
| 420 Water & Sewer     | 11,479,867                   | 66.2%                            | 10,984,723                 | 68.8%                          | -2.6%                                     | 495,144                                    |
| 423 Stormwater        | 1,024,864                    | 71.7%                            | 1,000,427                  | 70.6%                          | 1.1%                                      | 24,437                                     |
| 430 Sanitation        | 3,688,450                    | 56.8%                            | 2,517,892                  | 65.1%                          | -8.3%                                     | 1,170,558                                  |
| 440 Golf Course       | 2,185,526                    | 76.6%                            | 2,004,351                  | 70.6%                          | 6.0%                                      | 181,175                                    |
| <b>Total Revenues</b> | <b>\$72,911,072</b>          | <b>56.4%</b>                     | <b>\$74,923,977</b>        | <b>61.3%</b>                   | <b>-4.9%</b>                              | <b>(\$2,012,905)</b>                       |

### Current Year vs. Prior Year



### Discussion

Total Enterprise Fund revenues are slightly behind current year estimates and 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

April 30, 2024

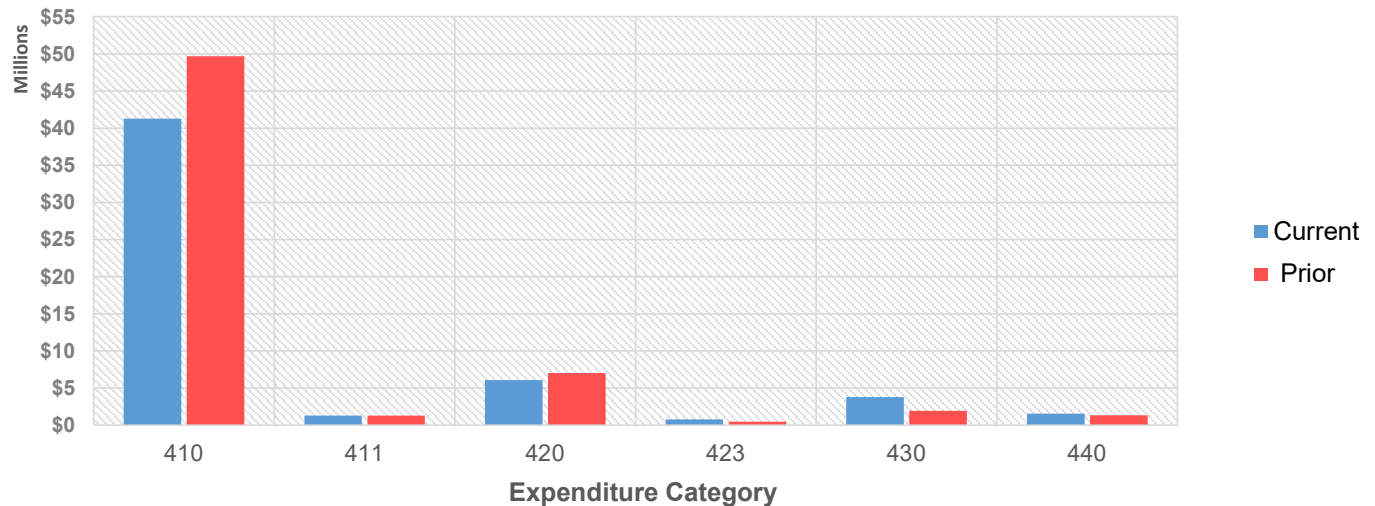
58.2% of Year Elapsed

## 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              | 41,278,125                        | 39.1%                                 | 49,640,034                      | 48.6%                               | -9.5%                                     | (8,361,909)                                |
| 411 Natural Gas           | 1,305,366                         | 55.8%                                 | 1,283,953                       | 63.0%                               | -7.2%                                     | 21,412                                     |
| 420 Water & Sewer         | 6,080,728                         | 21.0%                                 | 7,009,535                       | 36.8%                               | -15.8%                                    | (928,807)                                  |
| 423 Stormwater            | 824,496                           | 13.3%                                 | 505,536                         | 10.7%                               | 2.6%                                      | 318,960                                    |
| 430 Sanitation            | 3,807,009                         | 50.5%                                 | 1,959,877                       | 42.6%                               | 7.9%                                      | 1,847,132                                  |
| 440 Golf Course           | 1,553,926                         | 48.9%                                 | 1,357,537                       | 47.4%                               | 1.5%                                      | 196,389                                    |
| <b>Total Expenditures</b> | <b>\$54,849,650</b>               | <b>35.7%</b>                          | <b>\$61,756,472</b>             | <b>45.6%</b>                        | <b>-9.9%</b>                              | <b>(\$6,906,822)</b>                       |

### 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

April 30, 2024

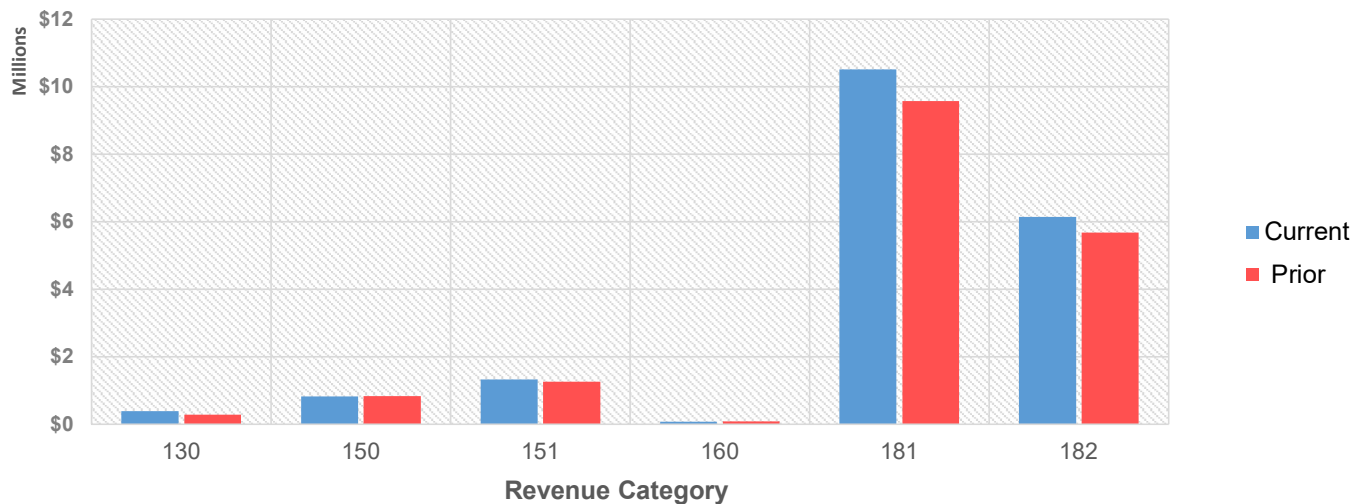
58.2% of Year Elapsed

## 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  | 391,643                      | 63.1%                            | 284,347                    | 67.9%                          | -4.8%                                     | 107,296                                    |
| 150 Local Option Gas Tax    | 821,284                      | 62.6%                            | 832,580                    | 72.1%                          | -9.5%                                     | (11,296)                                   |
| 151 Infrastructure Surtax   | 1,329,225                    | 70.0%                            | 1,264,479                  | 85.5%                          | -15.5%                                    | 64,746                                     |
| 160 Community Dev Blk Grant | 76,116                       | 53.6%                            | 83,374                     | 58.7%                          | -5.1%                                     | (7,258)                                    |
| 181 Downtown Increment Fund | 10,514,084                   | 108.9%                           | 9,572,784                  | 106.6%                         | 2.2%                                      | 941,300                                    |
| 182 Southend Increment Fund | 6,142,791                    | 202.0%                           | 5,679,886                  | 192.6%                         | 9.3%                                      | 462,905                                    |
| <b>Total Revenues</b>       | <b>\$19,275,144</b>          | <b>115.6%</b>                    | <b>\$17,717,451</b>        | <b>117.2%</b>                  | <b>-1.6%</b>                              | <b>\$1,557,693</b>                         |

### 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 February. 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

April 30, 2024

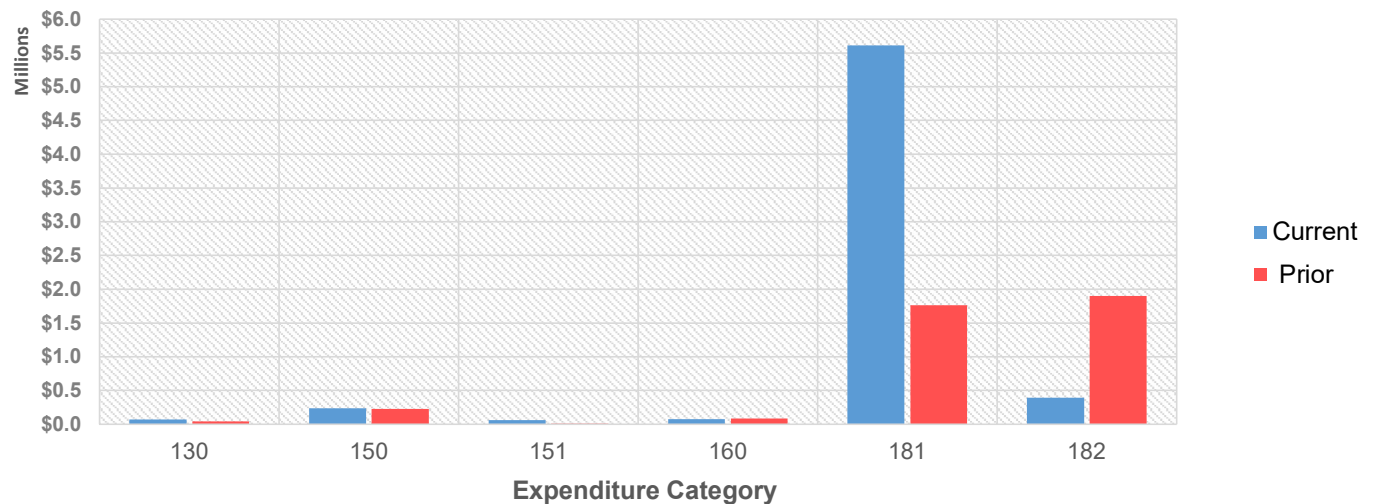
58.2% of Year Elapsed

## 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  | 71,989                            | 9.4%                                  | 41,964                          | 5.3%                                | 4.1%                                      | 30,025                                     |
| 150 Local Option Gas Tax    | 236,004                           | 28.1%                                 | 227,952                         | 27.7%                               | 0.4%                                      | 8,052                                      |
| 151 Infrastructure Surtax   | 57,345                            | 1.9%                                  | 8,886                           | 0.8%                                | 1.1%                                      | 48,460                                     |
| 160 Community Dev Blk Grant | 76,116                            | 53.6%                                 | 83,374                          | 58.7%                               | -5.1%                                     | (7,258)                                    |
| 181 Downtown Increment Fund | 5,613,187                         | 12.7%                                 | 1,762,943                       | 6.0%                                | 6.8%                                      | 3,850,244                                  |
| 182 Southend Increment Fund | 393,921                           | 10.8%                                 | 1,904,630                       | 15.7%                               | -4.9%                                     | (1,510,708)                                |
| <b>Total Expenditures</b>   | <b>\$6,448,564</b>                | <b>12.3%</b>                          | <b>\$4,029,749</b>              | <b>9.0%</b>                         | <b>3.2%</b>                               | <b>\$2,418,815</b>                         |

### 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.



## CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

April 30, 2024

| Type of Investment                                        | 10/1/2023<br>Beginning<br>Balance | Investment<br>Earnings | Realized<br>Gain/(Loss) | Unrealized<br>Gain/(Loss) | Fees               | Net<br>Investment<br>Income | Net Deposits<br>(Withdrawals) | 4/30/2024<br>Ending<br>Balance | Weighted<br>Net<br>Return* |
|-----------------------------------------------------------|-----------------------------------|------------------------|-------------------------|---------------------------|--------------------|-----------------------------|-------------------------------|--------------------------------|----------------------------|
| Sawgrass Asset Management                                 | 42,784,100                        | 475,731                | (180,726)               | 879,125                   | (66,242)           | 1,107,888                   | -                             | 43,891,989                     | 0.41%                      |
| Galliard Capital Management                               | 54,380,477                        | 1,275,147              | (174,939)               | 686,473                   | (81,809)           | 1,704,871                   | -                             | 56,085,348                     | 0.63%                      |
| Garcia Hamilton & Associates                              | 54,737,511                        | 774,940                | 249,768                 | 236,290                   | (60,897)           | 1,200,101                   | (0)                           | 55,937,612                     | 0.44%                      |
| State Pooled Investment Fund                              | 34,014,515                        | 1,121,573              | -                       | -                         | -                  | 1,121,573                   | (0)                           | 35,136,088                     | 0.41%                      |
| Florida Trust                                             | 30,677,433                        | 990,617                | -                       | -                         | -                  | 990,617                     | (0)                           | 31,668,051                     | 0.37%                      |
| Florida Municipal Investment Trust<br>0-2 Yr HQ Bond Fund | 13,056,741                        | 371,489                | -                       | -                         | -                  | 371,489                     | 0                             | 13,428,230                     | 0.14%                      |
| Operating Cash: Bank of America                           | 20,720,299                        | 661,073                | -                       | -                         | (119,424)          | 541,649                     | 22,702,228                    | 43,964,175                     | 0.27%                      |
| Petty Cash                                                | 6,725                             | -                      | -                       | -                         | -                  | -                           | -                             | 6,725                          | 0.00%                      |
| <b>TOTAL CITY MANAGED<br/>INVESTMENTS AND CASH</b>        | <b>250,377,802</b>                | <b>5,670,568</b>       | <b>(105,897)</b>        | <b>1,801,888</b>          | <b>(328,372)</b>   | <b>7,038,188</b>            | <b>22,702,228</b>             | <b>280,118,218</b>             | <b>2.69%</b>               |
| Pension: Salem Mutual Fund                                | 61,750,063                        | 1,320,573              | -                       | 6,813,410                 | -                  | 8,133,983                   | (2,000,000)                   | 67,884,047                     | 7.75%                      |
| Pension: Sawgrass Asset Mgt                               | 23,702,642                        | 589,534                | (381,173)               | 577,486                   | (63,928)           | 721,920                     | 2,000,000                     | 26,424,562                     | 0.66%                      |
| Pension: Wells Capital                                    | 14,229,811                        | 37,428                 | 822,112                 | 2,765,418                 | (38,933)           | 3,586,026                   | -                             | 17,815,837                     | 3.83%                      |
| Pension: JPMCB - Strategic<br>Property Fund               | 5,933,969                         | -                      | -                       | (768,890)                 | -                  | (768,890)                   | -                             | 5,165,079                      | -0.57%                     |
| <b>TOTAL PENSION INVESTMENTS</b>                          | <b>105,616,486</b>                | <b>1,947,536</b>       | <b>440,939</b>          | <b>9,387,424</b>          | <b>(102,860)</b>   | <b>11,673,039</b>           | <b>0</b>                      | <b>117,289,525</b>             | <b>11.05%</b>              |
| <b>TOTAL CASH AND<br/>INVESTMENTS</b>                     | <b>\$355,994,287</b>              | <b>\$7,618,104</b>     | <b>\$335,043</b>        | <b>\$11,189,312</b>       | <b>(\$431,232)</b> | <b>\$18,711,227</b>         | <b>\$22,702,228</b>           | <b>\$397,407,742</b>           |                            |



| CITY COUNCIL AGENDA ITEM |                                                                                                                                                                       |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                                                                                                 |
| FROM:                    | David Migut, City Attorney                                                                                                                                            |
| DATE:                    | 02/29/2024                                                                                                                                                            |
| SUBJECT:                 | Lease Agreement between the City of Jacksonville Beach and the Volunteer Lifesaving Corps for the former Fire/Rescue Station Building located at 396 1st Avenue South |

#### BACKGROUND

The Volunteer Lifesaving Corps requested, and the City agreed to lease the former Fire/Rescue Station Building located at 396 1st Avenue South, which is owned by the City. The Lease Agreement would begin on June 1, 2024, and includes the following key provisions:

- The lease is for one year and renewable for up to five additional one-year terms for a maximum lease period of no more than six years.
- The City may terminate the Lease Agreement with 90 days' written notice.
- The VLSC may terminate the Lease Agreement with 30 days' written notice.
- Rent will be \$10.00 due on the first day of every year.
- There will be no rent increase.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.

#### 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 the Lease Agreement between the City of Jacksonville Beach and the Volunteer Lifesaving Corps for the former Fire/Rescue Station Building located at 396 1st Avenue South effective June 1, 2024

#### ATTACHMENTS

1. Lease Agreement



**CITY OF JACKSONVILLE BEACH  
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into on June 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 the Volunteer Lifesaving Corps, a charitable not-for-profit whose mailing address is 427 North Third Street, Jacksonville Beach, FL 32250 (hereinafter, "Lessee" or "VLSC").

**I. PREMISES**

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

**Former Fire/Rescue Station Building, located at 396 1<sup>st</sup> Ave South, Jacksonville Beach, Florida 32250 (located on the northwest corner of the subject block), which consists of 1,508 square feet interior (hereinafter "Leased Premises").**

**II. RENT**

Commencing on June 1, 2024, Lessee agrees to pay Lessor \$10.00 on the first day of every year as the Initial Rent for the Leased Premises.

Lessee 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 one year, commencing on June 1, 2024, and terminating on May 31, 2025, 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 one-year terms, for a maximum lease period of no more than 6 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 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**

Lessor may terminate this Lease Agreement without cause and without penalty upon 90 days' written notice to Lessee, except as provided for in Article XVIII, and Lessee may terminate this Lease Agreement without cause and without penalty upon 30 days' written notice to Lessor, as provided in Article XXI below.

At the termination or expiration of this Lease, Lessee shall remove all its personal property from the Leased Premises and surrender the Lease Premises to 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 Lessee has failed or refused to remove all of its personal property from the Leased Premises, 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 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 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 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 Lessor, Lessor, at its sole option, may terminate this Lease, which shall be effective 15 calendar days after written notice of termination from Lessor to Lessee.

#### **VII. WAIVER OF DEFAULT**

Either party's failure to act regarding any default or breach by 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 storing Lessee's vehicles, surf dory, equipment and supplies commensurate with the services Lessee renders to the public. No other uses or deviations will be permitted without the consent of Lessor. 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 Lessee agrees to accept, the Leased Premises "as is" "where is", except to the extent expressly provided in this Lease. Lessee shall, during the term of this lease and at 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 for its intended use, including but not limited to HVAC system and building envelope 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. 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 Lessor. If, because of any act or omission of Lessee, its 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 Lessor, then 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 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 Lessee, and Lessor shall not be liable to Lessee or any other person for any injury, loss, or damage to property or to any person on the Leased Premises. 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 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**

a. Commencing on June 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 minimum coverage of \$1,000,000.00 per occurrence with a \$2,000,000.00 minimum general aggregate limit. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.

b. 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 so 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, subject to the consent of the Lessor, which consent shall not be unreasonably withheld. 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 Lessor policies and procedures.

d. No oral or written statement or communication by Lessor acknowledging that Lessee's insurance satisfies the requirements herein shall constitute Lessor's approval of Lessee's insurer or insurance coverage or shall alter in any way 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 Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations provided herein 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. Lessee must furnish Lessor with the name of any janitorial service utilized by Lessee during any term of this Lease. Lessee agrees that 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 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, for Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased Premises Lessor must perform any related act, Lessee agrees to reimburse Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to Lessor within 30 days of Lessor's demand for payment.

#### **XV. UTILITIES**

Lessee will promptly pay for 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

Lessee on the Leased Premises. Lessor will provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, water, sewer, and garbage.

## **XVI. ENVIRONMENTAL PROVISIONS**

a. Lessee shall be solely responsible for all such costs and expenses which arise out of environmental contamination for which Lessor may be held liable caused by Lessee, 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 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 Lessor of the responsibility for such remediation or payment, except as may be imposed on Lessor as a matter of law.

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

i. 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**

If the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, Lessor at its option may terminate the lease effective immediately.

**XIX. SUBLETTING AND ASSIGNMENT**

Lessee shall not, directly, or indirectly, transfer, sublet or assign all or any part of the Leased Premises without the prior written consent of 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 Lessee without Lessor's written consent shall constitute a default by Lessee and be voidable at 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 Lessee shall be considered an indirect transfer of the Lease, requiring the express written consent of 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 between Lessor and Lessee shall be approved by the City Council.

**XXI. NOTICES**

Lessor hereby designates the City Manager or the City Manager's designee as its official representative with the full power to represent 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 Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing from time to time.

**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 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. 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 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 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, Lessor shall have the right to terminate the Lease and to reenter and as if said Lease had never been made or issued.

d. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

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IN WITNESS WHEREOF, we, 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:

Sign: \_\_\_\_\_  
Print: David Migut  
Title: City Attorney  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Michael J. Staffopoulos  
Title: City Manager  
Date: \_\_\_\_\_

**LESSEE – VOLUNTEER LIFESAVING CORPS**

Sign: \_\_\_\_\_  
(Signature of person with authority to legally bind Volunteer Lifesaving Corps)  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (year), by \_\_\_\_\_ [NAME], \_\_\_\_\_ [TITLE] of the VOLUNTEER LIFESAVING CORPS, a Florida not-for-profit 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: \_\_\_\_\_





| CITY COUNCIL AGENDA ITEM |                                                                                                  |
|--------------------------|--------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                            |
| FROM:                    | Luis Flores, Property and Procurement Officer<br>through Ashlie Gossett, Chief Financial Officer |
| DATE:                    | 05/02/2024                                                                                       |
| SUBJECT:                 | Lease Agreement with ASAP Towing, Inc.                                                           |

#### BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Since 2016, parcel 722-F has been leased to ASAP Towing, Inc. The current lease expires on May 31, 2024, and the tenant wishes to remain at this location and enter into a new lease agreement with the City. The new lease agreement would begin on June 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 \$7,959.19 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.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.

#### 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 the Lease Agreement between the City of Jacksonville Beach and ASAP Towing, Inc., for parcel 722-F in the Jacksonville Beach Industrial Park

#### ATTACHMENTS

1. ASAP Towing - Partially Executed and Amended

## **CITY OF JACKSONVILLE BEACH LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into on June 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 ASAP Towing, Inc., whose mailing address is 10053 103<sup>rd</sup> Street Jacksonville, FL 32210 (hereinafter, "Lessee").

### **I. PREMISES**

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

**Industrial Park, located at 722-F 10<sup>th</sup> Street South, Jacksonville Beach, Florida 32250, which consists of 880 square feet interior and 57,928 square feet exterior (hereinafter "Leased Premises").**

### **II. RENT**

Commencing on June 1, 2024, Lessee agrees to pay Lessor \$7,959.19 on the first day of every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXV 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 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 8<sup>th</sup> day of each month.

Lessee 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 June 1, 2024, and terminating on May 31, 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 XXI below.

At the termination or expiration of this Lease, Lessee shall remove all 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 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 regarding 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 office space and land to perform such functions commensurate with the services the Lessee renders to the public. No other uses or deviations will be permitted without the 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 Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person on the Leased Premises. 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**

a. Commencing on June 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.

b. Commencing on June 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.

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

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

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

f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations provided herein 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, 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 Lessor 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.

i. 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**

If 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 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 from time 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**

|              | Internal | External  |           |
|--------------|----------|-----------|-----------|
| Square Foot  | 880      | 57,928    |           |
| Yearly Rate  | 11.11    | 1.48      |           |
| Yearly Rent  | 9,776.80 | 85,733.44 | 95,510.24 |
| Monthly Rent | 814.73   | 7,144.45  | 7,959.19  |

## **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.



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:

Sign: \_\_\_\_\_  
Print: Clifford B. Shepard  
Title: City Attorney  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Michael J. Staffopoulos  
Title: City Manager  
Date: \_\_\_\_\_

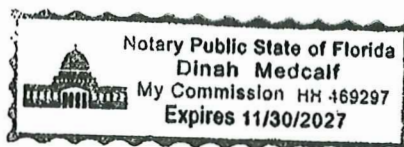
**LESSEE – ASAP TOWING, INC.**

Sign: Vincent Serrano  
(Signature of person with authority to legally bind ASAP Towing, Inc.)  
Print: Vincent Serrano  
Title: President / Owner  
Date: 4-18-24

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of April, 2024 (year), by Dinah Medcalf [NAME], Impound Manager [TITLE] of ASAP Towing, Inc., a Florida Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced \_\_\_\_\_ [type of identification] as identification.

D. Medcalf  
Notary Public  
My commission expires: 11/30/2027





| CITY COUNCIL AGENDA ITEM |                                                                                                  |
|--------------------------|--------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                            |
| FROM:                    | Luis Flores, Property and Procurement Officer<br>through Ashlie Gossett, Chief Financial Officer |
| DATE:                    | 05/02/2024                                                                                       |
| SUBJECT:                 | Lease Agreement with BEAM                                                                        |

#### BACKGROUND

The Community Services Center is a city-owned facility located at 850 6th Avenue South. The facility was built with Community Development Block Grant Funds approximately 40 years ago and was intended to be leased by non-profit organizations providing assistance to low and moderate income citizens. BEAM has been leasing space in this facility since 2004. The current lease expires on May 31, 2024, and the tenant wishes to remain at this location and enter into a new lease agreement with the City. The new lease agreement would begin on June 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 \$6,928.80 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.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.

#### FINANCIAL IMPACT

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

#### REQUESTED ACTION

Approve the Lease Agreement between the City of Jacksonville Beach and BEAM for the Community Services Center located at 850 6th Avenue South

#### ATTACHMENTS

1. BEAM - Partially Executed - New Lease 2024

## CITY OF JACKSONVILLE BEACH LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on June 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 BEAM, whose mailing address is 850 6<sup>th</sup> Avenue South, Jacksonville Beach, Florida 32250 (hereinafter, "Lessee").

### **I. PREMISES**

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

**BEAM at The Community Center, located at 850 6<sup>th</sup> Avenue South, Jacksonville Beach, Florida 32250, which consists of 4,490 square feet interior square footage and one garden area. (hereinafter "Leased Premises").**

| <b>Suite #</b>    | <b>SQFT</b> |                      |
|-------------------|-------------|----------------------|
| Suite 100         | 1075        |                      |
| Suite 200         | 775         |                      |
| Suite 300         | 1155        |                      |
| Suite 400         | 1485        |                      |
| <b>Total SQFT</b> | <b>4490</b> | Plus (1) Garden area |

### **II. RENT**

Commencing on June 1, 2024, Lessee agrees to pay Lessor \$6,928.80 on the first day of every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXV 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 every year thereafter. The Lessee agrees to pay the Lessor \$100.00 annually on January 1, for the garden area.

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 8<sup>th</sup> day of each month.

Lessee 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 June 1, 2024, and terminating on May 31, 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 XXI below.

At the termination or expiration of this Lease, Lessee shall remove all 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 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 regarding 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 Lessee renders to the public. No other uses or deviations will be permitted without the 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 Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person on the Leased Premises. 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**

a. Commencing on June 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.

b. Commencing on June 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.

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

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

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

f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations provided herein 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, 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 Lessor 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.

i. 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**

If 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 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 from time 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**

|                     | Suite 100   | Suite 200   | Suite 300   | Suite 400   | Total       | Garden    |
|---------------------|-------------|-------------|-------------|-------------|-------------|-----------|
| <b>SQFT</b>         | 1075        | 775         | 1155        | 1485        |             |           |
| <b>RATE/SQFT</b>    | \$ 18.95    | \$ 17.52    | \$ 18.23    | \$ 18.95    |             |           |
| <b>Yearly Rent</b>  | \$20,371.25 | \$13,578.00 | \$21,055.65 | \$28,140.75 | \$83,145.65 | \$ 100.00 |
| <b>Monthly Rent</b> | \$ 1,697.60 | \$ 1,131.50 | \$ 1,754.64 | \$ 2,345.06 | \$ 6,928.80 |           |

## **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.

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:

Sign: \_\_\_\_\_  
Print: Clifford B. Shepard  
Title: City Attorney  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: Michael J. Staffopoulos  
Title: City Manager  
Date: \_\_\_\_\_

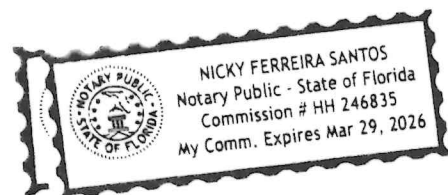
**LESSEE - BEACHES EMERGENCY ASSISTANCE MINISTRY, INC.**

Sign: \_\_\_\_\_  
(Signature of person with authority to legally bind Beaches Emergency Assistance Ministry, Inc.)  
Print: Jeff Winkler  
Title: Executive Director  
Date: 4/18/24

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of April, 2024 (year), by Jeffrey W. Winkler [NAME], Executive Director [TITLE] of Beaches Emergency Assistance Ministries, Inc., a Florida Corporation, on behalf of the corporation, who is:  
☐ personally known to me; or ☒ has produced W524439741380 [type of identification] as identification. Exp. 4.2028

Nicky Ferreira Santos  
Notary Public  
My commission expires: 4/4 246835





| CITY COUNCIL AGENDA ITEM |                                                                 |
|--------------------------|-----------------------------------------------------------------|
| TO:                      | Honorable Mayor and City Council                                |
| FROM:                    | Michael J. Staffopoulos, City Manager                           |
| DATE:                    | 04/19/2024                                                      |
| SUBJECT:                 | Florida League of Cities Annual Conference August 15 - 17, 2024 |

#### BACKGROUND

The Florida League of Cities Annual Conference and training are opportunities for municipal officials to enhance their leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future, and hear about the latest in products and services for municipal government. In addition to attendance, a voting delegate must be selected for the Annual Conference, as only one individual is authorized to vote on behalf of the City.

The purpose of this item is to determine which elected officials will be available to attend the Annual Conference, appoint a voting delegate, and authorize the funds from the City Council's Travel & Training budget to be utilized to cover accommodations.

#### FINANCIAL IMPACT

Total cost of attendance per Council Member is approximately \$1,500.00. Sufficient funds are available in the City Council's Travel & Training budget to cover accommodations.

#### REQUESTED ACTION

1. Authorize the following Elected Officials to attend the Florida League of Cities Annual Conference from August 15th- 17th in Hollywood, FL: \_\_\_\_\_.
2. Appoint \_\_\_\_\_ as voting delegate at the Annual Conference on behalf of the City of Jacksonville Beach.

#### ATTACHMENTS

| CITY COUNCIL AGENDA ITEM |                                                                                                             |
|--------------------------|-------------------------------------------------------------------------------------------------------------|
| TO:                      | Mayor and City Council                                                                                      |
| FROM:                    | Taylor Mobbs, CRA Coordinator                                                                               |
| DATE:                    | 04/15/2024                                                                                                  |
| SUBJECT:                 | Agreement with HAVIC Studios for Design Fee Associated with the "Sea Life in the City" Sea Turtle Sculpture |

#### BACKGROUND

In the summer of 2023, the Community Redevelopment Agency (CRA) in collaboration with the Public Art Advisory Committee (PAAC) conducted a public survey to ascertain the community's preference regarding the inaugural sculpture for the "Sea Life in the City" project. The survey results overwhelmingly favored the Sea Turtle. Following additional discussions regarding this project, both the CRA and PAAC concurred on the decision to prioritize the commissioning of this sculpture be awarded to a local artist.

Subsequent to these discussions, staff engaged with local artists Jenny Hager and Lance Vickery of Havic Studios for the creation of the Sea Turtle sculpture.

The contract attached is in reference to the design phase of this project. Staff will work with the Havic studios team to create the final design, and receive final approval from CRA, PAAC, and City Council. Upon design approval, a separate contract for the fabrication and installation will follow.

#### FINANCIAL IMPACT

The design phase of this project will be \$2,500.00. There is sufficient funds in the Art Master Plan budget for this project.

#### REQUESTED ACTION

Approve/Disapprove an Agreement with HAVIC Studios for the design fee associated with the "Sea Life in the City" sea turtle sculpture

#### ATTACHMENTS

1. HAVIC Studios Agreement





## Jacksonville Beaches Turtle Sculpture Design Agreement

### PREAMBLE

Havic Studios LLC (Havic), a Florida Limited Liability Company, designs and builds sculptures. The City of Jacksonville Beach (the City) would like to commission a turtle sculpture in Jacksonville Beach, Florida. Collectively, "the Parties".

The City, in accordance with the terms and conditions of this Agreement, the Design Statement of Work, and the Fabrication Statement of Work, commissions Havic to design and build one large scale turtle sculpture for the City.

|                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Parties Contact Information</b><br>Havic Studios, LLC<br>2 Norberta Way,<br>Jacksonville Beach, FL 32250<br>Email: <a href="mailto:jenny@havic.org">jenny@havic.org</a><br>Phone: (904) 588-2187<br><br>City of Jacksonville Beach<br>11 3 <sup>rd</sup> St. N<br>Jacksonville Beach, FL 32250<br>Email: <a href="mailto:tmobbs@jaxbchfl.net">tmobbs@jaxbchfl.net</a><br>Phone: 904-877-0857 | <b>B. Project Phases</b><br><br><b>1. Design</b><br>This agreement governs the design phase of the project. \$2500<br><br><b>2. Fabrication</b><br>A subsequent agreement for fabrication tailored to the selected designs will be completed after selection of designs. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Terms + Conditions

### 1. Confidential Information

1.1 The Parties acknowledge during the course of their preliminary discussions and performance of this Agreement they have and will continue to acquire knowledge (both orally and in writing ) relating to confidential affairs of the other party and its clients and confidential and proprietary information including, but not limited to: (a) matters of technical or creative natures such as know-how, data, formulas, trade secrets, secret processes or machines, inventions, research projects, data, analyses, concepts ,designs diagrams, drawings, ideas, innovations, improvements, materials methods, models, processes, prototypes and schematics; (b) matters of a business nature such as information about costs, profits, pricing analyses, concepts, designs, diagrams, drawings, ideas, innovations, improvements, manufacturers, materials, methods, models, policies, markets, sales, suppliers, clients customers, customer lists and data, plans for future development, plans for future products, marketing plans or strategies; and (c) personnel and other information which is not generally disclosed by the party or the Parties' respective clients to the public as well as associated



intellectual property prepared by the Parties capable of being embodied in an application for patent, copyright or trademark in the United States or any international equivalent thereof (collectively "Confidential Information).

- 1.2 *Ownership of Information:* Each party acknowledges that it will obtain no right, title, or interest in the Confidential Information or ideas contained therein, or any related information or data, and that the Confidential Information, related information and all intellectual property rights in designs, prototypes, and patented methodology and other Confidential Information shall remain the sole property of the party and/or the respective Parties' client, where the Confidential Information originated.
- 1.3 *Marking Not Required.* It is not necessary for Confidential Information to be marked CONFIDENTIAL or PROPRIETARY to be deemed Confidential Information
- 1.4 *Use Restrictions:* The Parties shall not use Confidential Information of the other Party, in any form, for any purpose, except in the course of collaboration with the other Party without the prior written consent of the other Party. It is specifically agreed the City shall not use the ideas or designs of Havic without the prior written consent of Havic.
- 1.5 *Disclosure Restrictions:* To the extent allowable by law, the Parties shall not disclose Confidential Information, in any form, to any person, without the prior written consent of the other party.
2. *Ownership of Designs.* The intellectual property, including but not limited to copyright, for designs and concepts shall be retained in full by Havic.
3. *Measurements, Dimensions + Specifications*  
The City shall provide and/or approve the measurements, dimensions, materials, and specifications for the SCULPTURE. The City understands and agrees that Havic is entitled to rely on these measurements, dimensions, and specifications. The City agrees to pay any additional costs and labor or other fees, expenses, or charges to change, adjust, or alter the above measurements or specifications for an hourly rate of \$100.00. Havic will submit estimates to the City for approval prior to commencement of work to change, alter or adjust the design due changes in measurements, dimensions, or specifications.
4. *Price and Payment.* The City agrees to pay Havic a total of Two Thousand Five Hundred Dollars (\$2,500.00) for the design phase of the Turtle Sculpture. The City shall pay Havic One Thousand Two Hundred Fifty Dollars (\$1,250.00) to create conceptual sketches. The City shall pay Havic an additional One Thousand Two Hundred Fifty Dollars (\$1,250.00) upon submission of the engineering drawings for the selected design.
5. *Attribution.* The Sculpture will be attributed to:

---

|                                                      |
|------------------------------------------------------|
| Havic Studios<br>Jenny K. Hager and D. Lance Vickery |
|------------------------------------------------------|

The attribution shall be included on plaques to be placed near the Sculpture and on any all reproductions.

6. *Copyrights.* Havic retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the authors of the submitted designs and the sculpture for the duration of the copyright including, but not limited to, the right to reproduce, make derivative and/or duplicate works. Havic shall also retain ownership of all intellectual property rights, including but not limited to copyright and trademark in all designs, preliminary designs, sketches, CAD and other files submitted by Havic to the City.

7. *Transfer or Rights.* This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in the Agreement to any other party unless the prior written consent of the other party is obtained.
8. *Notices and Statements.* Any notices or statements required herein shall be both mailed and emailed to the parties at the addresses set forth in Section A above.
9. *Complete Written Contract.* It is understood and agreed that this Agreement is the full complete and final contract. There are no written or oral understandings or agreements directly or indirectly connected with this contract that are not incorporated herein. This Agreement may not be modified orally. Any amendment to this Contract must be in writing and be signed by all parties. If any provision of this Contract be found not to be enforceable, the remaining provisions shall remain enforceable.
10. *Counterparts.* This Agreement may be executed in two or more counterparts.
11. *Governing Law, Venue + Attorney's Fees.* This Agreement is governed by the laws of the State of Florida excluding its conflict of laws principles. Any lawsuits arising from this Agreement and Grant of Rights must be brought in the appropriate court in Duval County, Florida. The prevailing party shall be entitled to recover its attorney's fees and costs.
12. *Alternative Dispute Resolution.* The parties agree to engage in arbitration before the American Arbitration Association.
13. *Authority.* The signatories to this Agreement represent that they have the Authority to bind the party they are signing on behalf of to this Agreement.

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Jenny Hager  
Havic Studios, LLC

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Mike Staffopoulos, City Manager  
City of Jacksonville Beach

| CITY COUNCIL AGENDA ITEM |                                                                           |
|--------------------------|---------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                     |
| FROM:                    | Dennis W. Barron, Jr., Director of Public Works                           |
| DATE:                    | 04/01/2024                                                                |
| SUBJECT:                 | Emergency Sanitary Sewer Repair at 22nd Street North and 9th Avenue North |

#### BACKGROUND

The Public Works Department (PW) discovered a sinking roadway at the intersection of 22nd Street North and 9th Avenue North near the end of March. As an emergency measure, City forces set up sanitary sewer bypass pumping in the area to prevent and/or minimize sanitary sewer overflows (SSO's) that would otherwise have occurred. Upon further investigation, a structural pipe failure appears to be the cause of the sinking roadway. This 8" sanitary sewer line is over 17 feet deep and cannot be repaired or replaced without significant excavation, beyond the capabilities of internal services. PW has been maintaining the sanitary sewer bypass pumping, to include continuous refueling of the pumps, to draw down the wastewater elevation in the manhole on a 24/7 basis to ensure SSO's do not occur. Failure of PW staff or any other maintenance issue would result in the discharge of sanitary sewage, creating an immediate public health concern and requiring reporting to the Florida Department of Environmental Protection with possible fines.

The repair estimate prepared internally by staff is \$1,000,000. Public Works solicited a quote to complete this emergency repair from United Brothers, which came in within our estimate. The City Manager approved the emergency repair, and this City Council memo is authorizing the agreement and repair. Public Works is assigning a 10% contingency to this project, in the event additional issues are identified upon excavation. This emergency sanitary sewer repair project is recommended for approval under the provisions of the City Code of Ordinances, Sec. 2-1.1.(c)1.

| Quote        | Contingency | Total                 |
|--------------|-------------|-----------------------|
| \$979,110.82 | \$97,911.00 | <b>\$1,077,021.82</b> |

#### FINANCIAL IMPACT

Funding is available in the Water/Sewer reserves, and the budget in account 420-07-0707-536-46-546011 which will be adjusted at yearend.

#### REQUESTED ACTION

Approve/Disapprove an emergency sanitary sewer repair at 22nd Street North and 9th Avenue North to be completed by United Brothers Development Corporation for an amount not to exceed \$1,077,022

#### ATTACHMENTS



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

1. 042924 Alternate Quote 22nd St. N.- R & R 117 LF of 8inch GS R & R Bwt 9th Ave N & LS#18
2. Re\_Emergency Sanitary Sewer Repair - 22nd Street x 9th Ave North
3. SewerMaterialsMap

**JACKSONVILLE BEACH-8" SANITARY SEWER R & R**  
**22nd ST. NORTH BWT. 9th AVENUE NORTH & LIFT STATION #18**  
**COST PROPOSAL FORM-ALTERNATE BID**

| Item | Brief Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Unit | Quantity | Unit Price   | Cost         |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|--------------|--------------|
| 1    | Sawcut, Remove & Dispose of Exist. 1.5"-2" Thick Asphalt Pavement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | SY   | 530      | \$ 8.00      | \$ 4,240.00  |
| 2    | Sawcut, Remove & Dispose of Exist. 6" Thick Limerock Base Material                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SY   | 530      | \$ 9.95      | \$ 5,273.50  |
| 3    | Remove & Replace Unsuitable Soil w/Compacted A-3 Sand (Contingency)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CY   | 500      | \$ 33.00     | \$ 16,500.00 |
| 4    | R & R Exist. City Standard or Drop Concrete Curb & Gutter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LF   | 320      | \$ 65.00     | \$ 20,800.00 |
| 5    | Furnish & Install 2" Thick Asphalt Pavement (SP 9.5 w/Max 30% RAP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SY   | 530      | \$ 61.50     | \$ 32,595.00 |
| 6    | Furnish & Install 6" Thick Compacted Crushcrete Roadway Base Material                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SY   | 530      | \$ 45.75     | \$ 24,247.50 |
| 7    | Furnish & Install 12" Thick Stabilized Roadway Sub-Base                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | SY   | 700      | \$ 22.00     | \$ 15,400.00 |
| 8    | Replace 24" White Thermoplastic Stop Bars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LF   | 48       | \$ 25.00     | \$ 1,200.00  |
| 9    | Remove & Dispose of Exist. 8" Gravity Sewer Pipe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LF   | 117      | \$ 55.00     | \$ 6,435.00  |
| 10   | Furnish & Install 8" PVC (SDR 26) GS Pipe (+/- 16'-18' Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LF   | 117      | \$ 695.00    | \$ 81,315.00 |
| 11   | Connect New 8" PVC (SDR26) Gravity Sewer Pipe to Manhole                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | LS   | 3        | \$ 24,500.00 | \$ 73,500.00 |
| 12   | Remove Existing Single 6" Sanitary Sewer Services to ROW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EA   | 2        | \$ 7,500.00  | \$ 15,000.00 |
| 13   | Furnish & Install 4 Ft Dia. Type A Manhole with 6" Drop Bowl Ass'y (16'-18' Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | EA   | 1        | \$ 54,650.00 | \$ 54,650.00 |
| 14   | Furnish & Install New 6" Sanitary Sewer Services w/Cleanouts & Connections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | EA   | 2        | \$ 11,750.00 | \$ 23,500.00 |
| 15   | Furnish & Install Spectra-shield Interior Coating in Sewer Manholes 6" Sanitary Sewer Services w/Cleanouts & Connections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EA   | 2        | \$ 15,750.00 | \$ 31,500.00 |
| 16   | Furnish & Install Sod (Bermuda for Non Irrigated or St. Augustine for Irrigated)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | SY   | 140      | \$ 10.00     | \$ 1,400.00  |
| 17   | Provide & Maintain OSHA Sheeting and/or Shoring for Open Trench Safety                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LS   | 1        | \$ 19,850.00 | \$ 19,850.00 |
| 18   | Provide & Maintain Sewage By-passing with Backup Pump & Silent Pack                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | LS   | 1        | \$ 45,000.00 | \$ 45,000.00 |
| 19   | Provide & Maintain Maintenance of Traffic Control & Signage per FDOT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | LS   | 1        | \$ 7,500.00  | \$ 7,500.00  |
| 20   | Provide & Maintain a Groundwater Dewatering System w/silent Pack Pumps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LS   | 1        | \$ 30,000.00 | \$ 30,000.00 |
| 21   | Provide Density & Proctor Testing & Reports from Independent Lab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | LS   | 1        | \$ 3,500.00  | \$ 3,500.00  |
| 22   | Provide & Maintain Siltation & Erosion Control                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LS   | 1        | \$ 5,800.00  | \$ 5,800.00  |
| 23   | Provide Surveying, As-Built Drawing & Pre-Construction Video of Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | LS   | 1        | \$ 4,200.00  | \$ 4,200.00  |
| 24   | Mobilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | LS   | 1        | \$ 45,000.00 | \$ 45,000.00 |
| 25   | Remove & Replace Exist. Brick Paver Driveways                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SY   | 22       | \$ 275.00    | \$ 6,050.00  |
| 26   | Remove & Replace Exist. 6" Thick Concrete Driveway/Sidewalk w/Fiber Mesh                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SY   | 47       | \$ 155.00    | \$ 7,285.00  |
| 27   | Remove & replace the existing 8" HDPE double walled outside drop assembly with a new 8" PVC (SDR26) internal drop bowl assembly at the sewer manhole located on the north side of 9th Ave. N. and 22nd St. N. Remove & replace as much of the existing 8" influent gravity sewer main leading up to the manhole as necessary to ensure a smooth transition into the new drop bowl assembly. Seal the annual opening at the new drop bowl assembly manhole connection and grout plug & seal the side of the manhole where the old outside drop connected to it with nonshrink grout. According to our records the top elevation of the existing MH is (+) 9.63, the 8"N. upper invert is (+) 1.90, the 8" lower N. invert is (-) 7.10 and the 8"W. & S. inverts are both (-) 7.10. The contractor shall include all labor, equipment, materials, supervision associated with converting this outside drop into an internal drop and the restoration of the area back to its pre-existing condition in this Lump Sum figure.            | LS   | 1        | \$ 67,500.00 | \$ 67,500.00 |
| 28   | Remove & replace the existing 8" HDPE double walled outside drop assembly with a new 8" PVC (SDR26) internal drop bowl assembly at the sewer manhole located on the south side of 8th Ave. N. (Alleyway) and 22nd St. N. Remove & replace as much of the existing 8" influent gravity sewer main leading up to the manhole as necessary to ensure a smooth transition into the new drop bowl assembly. Seal the annual opening at the new drop bowl assembly manhole connection and grout plug & seal the side of the manhole where the old outside drop connected to it with nonshrink grout. According to our records the top elevation of the existing MH is (+) 8.12, the 8"S. upper invert is (-) 3.73, the 8" S. lower invert is (-) 8.61 and the 8"N. & W. inverts are both (-) 8.61. The contractor shall include all labor, equipment, materials, supervision associated with converting this outside drop into an internal drop and the restoration of the area back to its pre-existing condition in this Lump Sum figure. | LS   | 1        | \$ 72,450.00 | \$ 72,450.00 |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |   |              |              |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|--------------|--------------|
| 29 | Remove & replace the existing 8" HDPE double walled outside drop assembly with a new 8" PVC (SDR26) internal drop bowl assembly at the sewer manhole located on 8th Ave. N. (Alleyway) by the Lift Station #18 site at 901 N. 22nd St. Remove & replace as much of the existing 8" influent gravity sewer main leading up to the manhole as necessary to ensure a smooth transition into the new drop bowl assembly. Seal the annual opening at the new drop bowl assembly manhole connection and grout plug & seal the side of the manhole where the old outside drop connected to it with nonshrink grout. According to our records the top elevation of the existing MH is (+) 9.00, the 8" E. upper invert is (+) 0.06, the 8" E. lower invert is (-) 8.77 and the 8" N. & W. inverts are both (-) 8.77. The contractor shall include all labor, equipment, materials, supervision associated with converting this outside drop into an internal drop and the restoration of the area back to its pre-existing condition in this Lump Sum figure. | LS | 1 |              |              |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |   | \$ 80,000.00 | \$ 80,000.00 |
| 30 | Remove & replace the existing 8" HDPE double walled outside drop assembly with a new 8" PVC (SDR26) internal drop bowl assembly at the sewer manhole located on 21st St. N and 8th Ave. N. (Alleyway). Remove & replace as much of the existing 8" influent gravity sewer main leading up to the manhole as necessary to ensure a smooth transition into the new drop bowl assembly. Seal the annual opening at the new drop bowl assembly manhole connection and grout plug & seal the side of the manhole where the old outside drop connected to it with nonshrink grout. According to our records the top elevation of the existing MH is (+) 9.50, the 8"N. upper invert is (+) 5.95, the 8" N. lower invert is (-) 0.92 and the 8" E. & W. inverts are both (-) 0.92. The contractor shall include all labor, equipment, materials, supervision associated with converting this outside drop into an internal drop and the restoration of the area back to its pre-existing condition in this Lump Sum figure.                                  | LS | 1 |              |              |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |   | \$ 85,000.00 | \$ 85,000.00 |
| 31 | Remove & replace the existing 8" HDPE double walled outside drop assembly with a new 8" PVC (SDR26) internal drop bowl assembly at the sewer manhole located on 19th St. N and 8th Ave. N. (Alleyway). Remove & replace as much of the existing 8" influent gravity sewer main leading up to the manhole as necessary to ensure a smooth transition into the new drop bowl assembly. Seal the annual opening at the new drop bowl assembly manhole connection and grout plug & seal the side of the manhole where the old outside drop connected to it with nonshrink grout. According to our records the top elevation of the existing MH is (+) 15.80, the 8" N. upper invert is (+) 11.77, the 8" N. lower invert is (-) 2.95 and the 8"E. & W. inverts are both (-) 2.95. The contractor shall include all labor, equipment, materials, supervision associated with converting this outside drop into an internal drop and the restoration of the area back to its pre-existing condition in this Lump Sum figure.                                | LS | 1 |              |              |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |   | \$ 77,950.00 | \$ 77,950.00 |
| 32 | Liability/Property Insurance and Performance & Payment Bond (Max0.015)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | LS | 1 | \$14,469.62  | \$14,469.62  |
|    | <b>TOTAL (Item No's 1-32)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |   |              | \$979,110.62 |
|    | <b>Symbol represents revisions to Alternate Bid Form Items &amp;/or Quantities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |   |              |              |
|    | <b>Prepared By:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |    |   |              |              |
|    | <b>Company Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |   |              |              |
|    | <b>Date:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |   |              |              |



**From:** [Mike Staffopoulos](#)  
**To:** [Dennis Barron](#)  
**Cc:** [Molly Alleger](#); [Ann Moody](#); [Ashlie Gossett](#)  
**Subject:** Re: Emergency Sanitary Sewer Repair - 22nd Street x 9th Ave North  
**Date:** Thursday, May 9, 2024 8:20:14 AM

---

Good morning. Authorization is approved. Please get with Ashlie to expedite the issuance of a PO. We have a placeholder on the May 20 meeting for the after-the-fact emergency award.

Mike

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**From:** Dennis Barron <dbarron@jaxbchfl.net>  
**Sent:** Thursday, May 9, 2024 7:09 AM  
**To:** Mike Staffopoulos <mstaffopoulos@jaxbchfl.net>  
**Cc:** Molly Alleger <malleger@jaxbchfl.net>; Ann Moody <AMoody@jaxbchfl.net>; Ashlie Gossett <agossett@jaxbchfl.net>  
**Subject:** Emergency Sanitary Sewer Repair - 22nd Street x 9th Ave North

Mike,

We have received our quote from United Brothers on the repair listed above.  
I am seeking your approval to enter the emergency requisition and purchase order for repair.  
They are to begin mobilizing next week.

The cost quote received is \$979,110.82.

I would like to add a 10% contingency of \$97,911 to bring the total to \$1,077,021.82 for this emergency repair.

Mr. Dupries prepared an estimate of cost at \$1,000,000, without contingency.

I have this scheduled for the City Council Agenda approval on 5/20/2024.

Please respond back with your approval to expedite the purchasing approval process.

Dennis W. Barron, Jr.  
Director of Public Works

City of Jacksonville Beach  
1460-A Shetter Avenue  
Jacksonville Beach, FL 32250

Office: (904)247-6219, Ext. 0

Chairman of the Northeast Florida American Public Works Association branch.  
Trustee for Florida WaterReuse

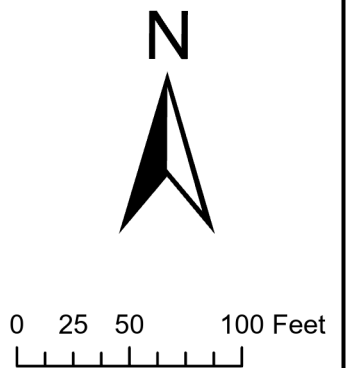


1981

HDPE

Emergency Repair Area

Failed Tail Drop



- Legend**
- Water Main
  - Water Valve
  - Fire Line
  - Fire Hydrant
  - Hydrant Valve
  - Raw Wtr Main
  - Raw Wtr Valve
  - Water Service
  - Water Meter
  - Water Well
  - Gravity Main
  - Manhole
  - Sewer Service
  - Lift Station
  - Force Main
  - Sewer Valve
  - Abdn MH
  - Abandon GM
  - Streets
  - Parcels
  - Abandon WM

**SEWER MAIN MATERIALS MAP**

**CITY OF JACKSONVILLE BEACH**  
DEPARTMENT OF PUBLIC WORKS  
1460-A Shelter Avenue  
Jacksonville Beach, FL 32250  
904.247.6219 / publicworks@jaxbchfl.net



The data provided on this map are provided for informational and planning purposes only. The City is not responsible for misinterpretation or misuse of the data

| CITY COUNCIL AGENDA ITEM |                                                                                                                |
|--------------------------|----------------------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                                          |
| FROM:                    | Dennis W. Barron, Jr., Director of Public Works                                                                |
| DATE:                    | 04/05/2024                                                                                                     |
| SUBJECT:                 | Additional Funding Allocation for the 10th Street South Drainage and Roadway Improvement Project Final Billing |

#### BACKGROUND

The bid award for the 10th Street South drainage, water/sewer, and parking improvements was approved by City Council in August 2022 for a total cost of \$7,452,746.39. Of this amount, \$4,663,235.01 was funded by the American Rescue Plan Act (ARPA) grant and \$2,789,511.38 came from the City's General Capital Projects Fund. In February 2023, the City Council authorized an additional \$733,319.00 in ARPA funds for additional necessary sewer work identified as the project progressed. The project is now complete and needs an additional \$273,662.18 to complete and close out the final billing from the vendor. The 3% project over-run occurred because change orders occurring at the same time were not processed within the software system. Because all off contingency funding for the project has been utilized, this amount requires approval by the City Council.

#### FINANCIAL IMPACT

Funding is available in the General Capital Projects Fund, reserve for infrastructure and roads, and the budget in account 315-00-0000-541-63-563000 will be adjusted at yearend.

#### REQUESTED ACTION

Approve/Disapprove an additional funding allocation for the 10th Street South Drainage and Roadway Improvement Project final billing

#### ATTACHMENTS

1. 10th Street South Project Budget Analysis
2. Final PO 221213 10th St S Infrastructure Improvements

**10th Street South Infrastructure Improvements Project****Budget Analysis**

|                                              | <b>ARPA Fund</b><br>(Water, Sewer, &<br>Stormwater) | <b>General Capital<br/>Projects Fund</b> | <b>Total</b>           |
|----------------------------------------------|-----------------------------------------------------|------------------------------------------|------------------------|
| <b>Original Project Award 8/15/2022</b>      |                                                     |                                          |                        |
| United Brothers Development                  | 4,643,942.48                                        | 2,779,123.09                             | 7,423,065.57           |
| Waitz & Moye                                 | 19,292.53                                           | 10,388.29                                | 29,680.82              |
| <b>Sub-total Original Budget</b>             | <b>\$ 4,663,235.01</b>                              | <b>\$ 2,789,511.38</b>                   | <b>\$ 7,452,746.39</b> |
| <b>Additional Funding Approved 2/21/2023</b> |                                                     |                                          |                        |
| United Brothers Development                  | 733,319.00                                          |                                          | 733,319.00             |
| <b>Total Approved Budget</b>                 | <b>\$ 5,396,554.01</b>                              | <b>\$ 2,789,511.38</b>                   | <b>\$ 8,186,065.39</b> |
| Less payments made to date:                  | (4,912,428.61)                                      | (2,490,814.34)                           | (7,403,242.95)         |
| Less final payment application               | (484,125.40)                                        | (572,359.23)                             | (1,056,484.63)         |
| <b>(Over)/Under Budget</b>                   | <b>\$ -</b>                                         | <b>\$ (273,662.19)</b>                   | <b>\$ (273,662.19)</b> |
| % (Over)/Under Budget                        |                                                     |                                          | <b>-3%</b>             |



## APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER) City of Jacksonville Beach - Dept of Public Works  
1460-A Sheeter Avenue  
Jacksonville Beach, Florida 32250

PROJECT: 10th St S Infrastructure Improvements - Phase I  
COJB PURCHASE ORDER NO.: 221213

APPLICATION NUMBER: 14  
APPLICATION DATE: 1/31/2024  
PERIOD TO: 1/31/2024

FROM United Brothers Development Corporation  
(CONTRACTOR) 6924 Distribution Avenue South  
Jacksonville, Florida 32256

(Engineer) Waitz & Moye, Inc.  
3738 Southside Blvd. Suite 101  
Jacksonville, Florida 32216

UBD PROJECT NUMBER: 1282  
COJB Project Code: 10STS1

CONTRACT FOR 10th St S Infrastructure Improvements - Phase I

CONTRACT DATE: 9/12/2022

## CONTRACTORS APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                               |                 |                 |
|----------------------------------------------------|-----------------|-----------------|
| Change Orders approved in previous months by Owner | Additions       | Deductions      |
|                                                    | \$ 1,738,943.97 |                 |
| Approved this Month                                |                 |                 |
| Number                                             | Date            |                 |
| 8 FINAL                                            | 1/12/2024       | \$ 255,651.78   |
| TOTALS                                             |                 | \$ 1,994,595.75 |
| Net Change by Change Orders                        |                 | \$ 1,994,595.75 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: United Brothers Development Corporation

BY: [Signature] DATE: 2/15/24

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,056,484.63

(Attach explanation if Amount Certified differs from amount applied for)

ARCHITECT: [Signature] By: [Signature] Date: 2/14/24

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702, is attached.

|    |                                        |                 |
|----|----------------------------------------|-----------------|
| 1  | ORIGINAL CONTRACT SUM                  | \$ 6,454,839.63 |
| 2  | NET CHANGE BY CHANGE ORDERS            | \$ 1,994,595.75 |
| 3  | CONTRACT SUM TO DATE (Line 1 + 2)      | \$ 8,449,435.38 |
| 4  | TOTAL COMPLETED TO DATE                | \$ 8,449,435.38 |
| 5  | TOTAL MATERIALS STORED TO DATE         | \$ -            |
| 6  | TOTAL COMPLETED & STORED TO DATE       | \$ 8,449,435.38 |
| 7  | RETAINAGE:                             |                 |
| a. | 0% OF COMPLETED WORK                   | \$ -            |
|    | (Column D + E on G702)                 |                 |
| b. | 0% OF STORED MATERIAL                  | \$ -            |
|    | (Column F on G702)                     |                 |
| 8  | TOTAL RETAINAGE WITHHELD               | \$ -            |
|    | (Line 7a + 7b)                         |                 |
| 9  | TOTAL EARNED LESS RETAINAGE            | \$ 8,449,435.38 |
|    | (Line 6 less line 7)                   |                 |
| 10 | LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ 7,392,950.75 |
| 11 | (Line 9 from prior Certificate)        |                 |
| 12 | CURRENT PAYMENT DUE                    | \$ 1,056,484.63 |
| 13 | BALANCE TO FINISH PLUS RETAINAGE       | \$ 0.00         |
|    | (Line 3 less line 9)                   |                 |

State of: Florida County of: Duval  
Subscribed and sworn before me this January 31, 2024 2/15/24 DMH  
Notary Public: [Signature]  
My Commission Expires: 11/26/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Denise M. Haller  
Comm. #HH056607  
Expires: Nov. 26, 2024  
Bonded Thru Aaron Notary



FINAL

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

| SEC. |       | BID ITEMS TO BE CONSTRUCTED                        |        |     |              | Prior Work Completed |           | Completed This Period |           | Total Work Completed |           |                 | Balance To Complete |                |           |
|------|-------|----------------------------------------------------|--------|-----|--------------|----------------------|-----------|-----------------------|-----------|----------------------|-----------|-----------------|---------------------|----------------|-----------|
| Item | 1025  |                                                    | Qty    |     | Unit         | Total                | Prior Qty | Prior Work            | Unit's    | Completed            | Total     | Total           | %                   | Balance To     |           |
| No.  | REF.  | Description of Item                                | Bid    | U/M | Cost         | Cost                 | Installed | Completed             | Installed | This Period          | Installed | Completed       | Complete            | Complete       | Retainage |
|      |       |                                                    |        |     |              |                      |           |                       |           |                      |           |                 |                     |                |           |
|      |       | ROADWAY ITEMS                                      |        |     |              |                      |           |                       |           |                      |           |                 |                     |                |           |
| 1    | 1.04A | ASPHALT CONCRETE, TYPE S-III(1" THICK)             | 15,510 | SY  | \$ 10.50     | \$ 162,855.00        | 15,510    | \$ 162,855.00         | 185       | \$ 1,942.50          | 15,695    | \$ 164,797.50   | 101.2%              | \$ (1,942.50)  | \$ -      |
| 2    | 1.04A | ASPHALT CONCRETE, TYPE S-III(1" THICK)             | 15,510 | SY  | \$ 11.24     | \$ 174,332.40        | 15,510    | \$ 174,332.40         | 185       | \$ 2,079.40          | 15,695    | \$ 176,411.80   | 101.2%              | \$ (2,079.40)  | \$ -      |
| 3    | 1.04B | 8" COMPACTED LIMEROCK OR CRUSHCRETE BASE           | 15,280 | SY  | \$ 24.23     | \$ 370,234.40        | 15,280    | \$ 370,234.40         | 970       | \$ 23,503.10         | 16,250    | \$ 393,737.50   | 106.3%              | \$ (23,503.10) | \$ -      |
| 4    | 1.04C | 12" STABILIZED SUBGRADE                            | 22,005 | SY  | \$ 9.24      | \$ 203,326.20        | 22,005    | \$ 203,326.20         | 250       | \$ 2,310.00          | 22,255    | \$ 205,636.20   | 101.1%              | \$ (2,310.00)  | \$ -      |
| 5    | 1.04D | TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")  | 117    | LF  | \$ 3.15      | \$ 368.55            | 117       | \$ 368.55             | 38        | \$ 119.70            | 155       | \$ 488.25       | 132.5%              | \$ (119.70)    | \$ -      |
| 6    |       | TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24") | 340    | LF  | \$ 26.00     | \$ 8,840.00          | 340       | \$ 8,840.00           |           | \$ -                 | 340       | \$ 8,840.00     | 100.0%              | \$ -           | \$ -      |
| 7    |       | TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6") | 5,336  | LF  | \$ 3.15      | \$ 16,808.40         | 5,336     | \$ 16,808.40          | 104       | \$ 327.60            | 5,440     | \$ 17,136.00    | 101.9%              | \$ (327.60)    | \$ -      |
| 8    |       | CROSSWALK MARKINGS (THERMOPLASTIC) (WHITE) (12")   | 785    | LF  | \$ 7.75      | \$ 6,083.75          | 785       | \$ 6,083.75           | 110       | \$ 852.50            | 895       | \$ 6,936.25     | 114.0%              | \$ (852.50)    | \$ -      |
| 9    | 1.04E | SINGLE POST SIGN RELOCATE                          | 28     | EA  | \$ 673.86    | \$ 18,868.08         | 28        | \$ 18,868.08          |           | \$ -                 | 28        | \$ 18,868.08    | 100.0%              | \$ -           | \$ -      |
| 10   | 1.04G | MILL EXISTING ASPHALT                              | 225    | SY  | \$ 10.35     | \$ 2,328.75          | 225       | \$ 2,328.75           | 120       | \$ 1,242.00          | 345       | \$ 3,570.75     | 153.3%              | \$ (1,242.00)  | \$ -      |
| 11   | 1.04H | ADJUST EXIST. MANHOLE FRAME & COVER (CONTINGENCY)  | 10     | EA  | \$ 1,661.65  | \$ 16,616.50         | 10        | \$ 16,616.50          |           | \$ -                 | 10        | \$ 16,616.50    | 100.0%              | \$ -           | \$ -      |
| 12   | 1.04I | ADJUST EXIST. VALVE BOX & COVER                    | 15     | EA  | \$ 762.97    | \$ 11,444.55         | 15        | \$ 11,444.55          | -3        | \$ (2,288.91)        | 12        | \$ 9,155.64     | 80.0%               | \$ 2,288.91    | \$ -      |
|      |       | SUBTOTAL                                           |        |     |              | \$ 992,106.58        |           | \$ 992,106.58         |           | \$ 30,087.89         |           | \$ 1,022,194.47 | 103.0%              | \$ (30,087.89) | \$ -      |
|      |       | STORMWATER ITEMS                                   |        |     |              |                      |           |                       |           |                      |           |                 |                     |                |           |
| 13   | 1.05A | CITY STD. CURB INLET (4'-6" DEPTH)                 | 6      | EA  | \$ 9,851.45  | \$ 59,108.70         | 6         | \$ 59,108.70          |           | \$ -                 | 6         | \$ 59,108.70    | 100.0%              | \$ -           | \$ -      |
| 14   |       | CITY STD. TYPE "J" MANHOLE                         | 2      | EA  | \$ 8,832.35  | \$ 17,664.70         | 2         | \$ 17,664.70          | 1         | \$ 8,832.35          | 3         | \$ 26,497.05    | 150.0%              | \$ (8,832.35)  | \$ -      |
| 15   |       | FDOT TYPE "V" INLET (4'-6" DEPTH)                  | 8      | EA  | \$ 11,495.32 | \$ 91,962.56         | 8         | \$ 91,962.56          |           | \$ -                 | 8         | \$ 91,962.56    | 100.0%              | \$ -           | \$ -      |
| 16   |       | CITY STD. TYPE "C" INLET (4'-6" DEPTH)             | 2      | EA  | \$ 8,424.04  | \$ 16,848.08         | 2         | \$ 16,848.08          | 1         | \$ 8,424.04          | 3         | \$ 25,272.12    | 150.0%              | \$ (8,424.04)  | \$ -      |
| 17   |       | CONVERT EXISTING INLET TOP TO TYPE "C" INLET       | 1      | EA  | \$ 4,424.04  | \$ 4,424.04          | 1         | \$ 4,424.04           |           | \$ -                 | 1         | \$ 4,424.04     | 100.0%              | \$ -           | \$ -      |
| 18   | 1.05C | 15" PVC STORM DRAIN PIPE                           | 391    | LF  | \$ 179.82    | \$ 70,309.62         | 391       | \$ 70,309.62          | -81       | \$ (14,565.42)       | 310       | \$ 55,744.20    | 79.3%               | \$ 14,565.42   | \$ -      |
| 19   |       | 18" PVC STORM DRAIN PIPE                           | 945    | LF  | \$ 262.59    | \$ 248,147.55        | 945       | \$ 248,147.55         | 32        | \$ 8,402.88          | 977       | \$ 256,550.43   | 103.4%              | \$ (8,402.88)  | \$ -      |
| 20   |       | 24" PVC STORM DRAIN PIPE                           | 45     | LF  | \$ 379.43    | \$ 17,074.35         | 45        | \$ 17,074.35          | -20       | \$ (7,588.60)        | 25        | \$ 9,485.75     | 55.6%               | \$ 7,588.60    | \$ -      |
| 21   |       | 12" X 18" ERCP STORM PIPE                          | 80     | LF  | \$ 198.49    | \$ 15,879.20         | 80        | \$ 15,879.20          | 122       | \$ 24,215.78         | 202       | \$ 40,094.98    | 252.5%              | \$ (24,215.78) | \$ -      |
| 22   | 1.05D | CONNECT PROP. 15" PVC TO EXIST. INLET              | 3      | EA  | \$ 4,476.99  | \$ 13,430.97         | 3         | \$ 13,430.97          |           | \$ -                 | 3         | \$ 13,430.97    | 100.0%              | \$ -           | \$ -      |
| 23   |       | CONNECT PROP. 18" PVC TO EXIST. INLET              | 2      | EA  | \$ 4,476.99  | \$ 8,953.98          | 2         | \$ 8,953.98           |           | \$ -                 | 2         | \$ 8,953.98     | 100.0%              | \$ -           | \$ -      |
| 24   |       | CONNECT PROP. 24" PVC TO EXIST. MANHOLE            | 1      | EA  | \$ 5,217.62  | \$ 5,217.62          | 1         | \$ 5,217.62           |           | \$ -                 | 1         | \$ 5,217.62     | 100.0%              | \$ -           | \$ -      |
| 25   |       | CONNECT PROP. 24" PVC TO EXIST. INLET              | 2      | EA  | \$ 5,217.62  | \$ 10,435.24         | 2         | \$ 10,435.24          | -1        | \$ (5,217.62)        | 1         | \$ 5,217.62     | 50.0%               | \$ 5,217.62    | \$ -      |
| 26   |       | CONNECT PROP. 12"X18" ERCP TO EXIST. INLET         | 1      | EA  | \$ 4,476.99  | \$ 4,476.99          | 1         | \$ 4,476.99           |           | \$ -                 | 1         | \$ 4,476.99     | 100.0%              | \$ -           | \$ -      |
| 27   | 1.05E | REMOVE EXIST.INLET                                 | 2      | EA  | \$ 2,962.51  | \$ 5,925.02          | 2         | \$ 5,925.02           |           | \$ -                 | 2         | \$ 5,925.02     | 100.0%              | \$ -           | \$ -      |
| 28   | 1.05F | REMOVE EXIST. STORMWATER PIPE BELOW GRADE          | 317    | LF  | \$ 46.11     | \$ 14,616.87         | 317       | \$ 14,616.87          | 128       | \$ 5,902.08          | 445       | \$ 20,518.95    | 140.4%              | \$ (5,902.08)  | \$ -      |
|      |       | SUBTOTAL                                           |        |     |              | \$ 604,475.49        |           | \$ 604,475.49         |           | \$ 28,405.49         |           | \$ 632,880.98   | 104.7%              | \$ (28,405.49) | \$ -      |
|      |       | EXCAVATING, BACKFILLING, & COMPACTING ITEMS        |        |     |              |                      |           |                       |           |                      |           |                 |                     |                |           |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

*Final*

| SEC.     |           | BID ITEMS TO BE CONSTRUCTED                                      |         |          |                     | Prior Work Completed |                      | Completed This Period |                       | Total Work Completed |                     |              | Balance To Complete |             |
|----------|-----------|------------------------------------------------------------------|---------|----------|---------------------|----------------------|----------------------|-----------------------|-----------------------|----------------------|---------------------|--------------|---------------------|-------------|
| Item No. | 1025 REF. | Description of Item                                              | Qty Bid | Unit U/M | Total Cost          | Prior Qty Installed  | Prior Work Completed | Unit's Installed      | Completed This Period | Total Installed      | Total Completed     | % Complete   | Balance To Complete | Retainage   |
| 29       | 1.06A     | A-3 SAND (CONTINGENCY)                                           | 1,000   | CY       | \$ 16.63            |                      | \$ -                 | 1,000                 | \$ 16,630.00          | 1,000                | \$ 16,630.00        | 100.0%       | \$ -                | \$ -        |
| 30       | 1.06B     | UNSUITABLE MATERIAL REMOVAL (CONTINGENCY)                        | 1,000   | CY       | \$ 14.05            |                      | \$ -                 | 1,000                 | \$ 14,050.00          | 1,000                | \$ 14,050.00        | 100.0%       | \$ -                | \$ -        |
| 30a      | 1.06B     | UNSUITABLE MATERIAL REMOVAL ( 7th St Impacted Area)(CONTINGENCY) | 100     | CY       | \$ 25.26            |                      | \$ -                 |                       | \$ -                  | 0                    | \$ -                | 0.0%         | \$ 2,526.00         | \$ -        |
| 31       | 1.06C     | REGULAR EXCAVATION AND FILL                                      | 1       | LS       | \$ 33,328.27        | 1.00                 | \$ 33,328.27         |                       | \$ -                  | 1                    | \$ 33,328.27        | 100.0%       | \$ -                | \$ -        |
|          |           | <b>SUBTOTAL</b>                                                  |         |          | <b>\$ 66,534.27</b> |                      | <b>\$ 33,328.27</b>  |                       | <b>\$ 30,680.00</b>   |                      | <b>\$ 64,008.27</b> | <b>96.2%</b> | <b>\$ 2,526.00</b>  | <b>\$ -</b> |
|          |           | <b>WATER MAIN ITEMS</b>                                          |         |          |                     |                      |                      |                       |                       |                      |                     |              |                     |             |
| 32       | 1.07A     | 2" COUPLING & CONNECT TO EXIST. 2" WM                            | 1       | EA       | \$ 2,699.98         | 1                    | \$ 2,699.98          |                       | \$ -                  | 1                    | \$ 2,699.98         | 100.0%       | \$ -                | \$ -        |
| 33       |           | 6" SLEEVE & CONNECT TO EXIST. 6" WM W/JOINT RESTRAINTS           | 5       | EA       | \$ 3,960.90         | 5                    | \$ 19,804.50         | -3                    | \$ (11,882.70)        | 2                    | \$ 7,921.80         | 40.0%        | \$ 11,882.70        | \$ -        |
| 34       |           | 8" SLEEVE & CONNECT TO EXIST. 8" WM W/JOINT RESTRAINTS           | 8       | EA       | \$ 4,509.16         | 8                    | \$ 36,073.28         | -1                    | \$ (4,509.16)         | 7                    | \$ 31,564.12        | 87.5%        | \$ 4,509.16         | \$ -        |
| 35       |           | 12" SLEEVE & CONNECT TO EXIST. 12" WM W/JOINT RESTRAINTS         | 1       | EA       | \$ 5,637.01         | 1                    | \$ 5,637.01          |                       | \$ -                  | 1                    | \$ 5,637.01         | 100.0%       | \$ -                | \$ -        |
| 36       | 1.07B     | TRANSFER EXIST. 1" WATER SERVICE                                 | 24      | EA       | \$ 2,310.17         | 24                   | \$ 55,444.08         |                       | \$ -                  | 24                   | \$ 55,444.08        | 100.0%       | \$ -                | \$ -        |
| 37       |           | TRANSFER EXIST. 2" WATER SERVICE                                 | 1       | EA       | \$ 5,038.94         | 1                    | \$ 5,038.94          |                       | \$ -                  | 1                    | \$ 5,038.94         | 100.0%       | \$ -                | \$ -        |
| 38       |           | TRANSFER EXIST. 6" WATER SERVICE                                 | 1       | EA       | \$ 8,096.56         | 1                    | \$ 8,096.56          |                       | \$ -                  | 1                    | \$ 8,096.56         | 100.0%       | \$ -                | \$ -        |
| 39       |           | TRANSFER EXIST. 6" FIRE HYDRANT SERVICE                          | 1       | EA       | \$ 6,342.20         | 1                    | \$ 6,342.20          |                       | \$ -                  | 1                    | \$ 6,342.20         | 100.0%       | \$ -                | \$ -        |
| 40       |           | TRANSFER EXIST. 8" FIRE HYDRANT SERVICE                          | 6       | EA       | \$ 10,688.47        | 7                    | \$ 74,819.29         | 1                     | \$ 10,688.47          | 8                    | \$ 85,507.76        | 133.3%       | \$ (21,376.94)      | \$ -        |
| 41       | 1.07C     | 6" GATE VALVE W/ BOX & COVER                                     | 6       | EA       | \$ 3,101.92         | 6                    | \$ 18,611.52         | 9                     | \$ 27,917.28          | 15                   | \$ 46,528.80        | 250.0%       | \$ (27,917.28)      | \$ -        |
| 42       |           | 8" GATE VALVE W/ BOX & COVER                                     | 11      | EA       | \$ 4,210.49         | 11                   | \$ 46,315.39         | -2                    | \$ (8,420.98)         | 9                    | \$ 37,894.41        | 81.8%        | \$ 8,420.98         | \$ -        |
| 43       |           | 12" GATE VALVE W/ BOX & COVER                                    | 6       | EA       | \$ 6,807.19         | 6                    | \$ 40,843.14         |                       | \$ -                  | 6                    | \$ 40,843.14        | 100.0%       | \$ -                | \$ -        |
| 44       |           | 1/2" TEMPORARY SAMPLE TAP                                        | 7       | EA       | \$ 1,073.94         | 7                    | \$ 7,517.58          |                       | \$ -                  | 7                    | \$ 7,517.58         | 100.0%       | \$ -                | \$ -        |
| 45       | 1.07D     | 6" PVC (DR18) WM                                                 | 1,030   | LF       | \$ 63.62            | 1,030                | \$ 65,528.60         | 117                   | \$ 7,443.54           | 1,147                | \$ 72,972.14        | 111.4%       | \$ (7,443.54)       | \$ -        |
| 46       |           | 8" PVC (DR18) WM                                                 | 1,514   | LF       | \$ 86.27            | 1,514                | \$ 130,612.78        | 7                     | \$ 603.89             | 1,521                | \$ 131,216.67       | 100.5%       | \$ (603.89)         | \$ -        |
| 47       |           | 12" PVC (DR18) WM                                                | 1,050   | LF       | \$ 151.22           | 1,050                | \$ 158,781.00        | -40                   | \$ (6,048.80)         | 1,010                | \$ 152,732.20       | 96.2%        | \$ 6,048.80         | \$ -        |
| 48       | 1.07E     | 6" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                      | 18      | EA       | \$ 659.05           | 18                   | \$ 11,862.90         |                       | \$ -                  | 18                   | \$ 11,862.90        | 100.0%       | \$ -                | \$ -        |
| 49       |           | 8" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                      | 26      | EA       | \$ 878.57           | 26                   | \$ 22,842.82         | 13                    | \$ 11,421.41          | 39                   | \$ 34,264.23        | 150.0%       | \$ (11,421.41)      | \$ -        |
| 50       |           | 12" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                     | 12      | EA       | \$ 1,562.03         | 33                   | \$ 51,546.99         | -21                   | \$ (32,802.63)        | 12                   | \$ 18,744.36        | 100.0%       | \$ -                | \$ -        |
| 51       |           | 12" X 8" DI MJ TEE W/ JOINT RESTRAINTS                           | 4       | EA       | \$ 2,044.46         | 4                    | \$ 8,177.84          | 1                     | \$ 2,044.46           | 5                    | \$ 10,222.30        | 125.0%       | \$ (2,044.46)       | \$ -        |
| 52       |           | 12" X 6" DI MJ TEE W/ JOINT RESTRAINTS                           | 1       | EA       | \$ 1,919.20         | 4                    | \$ 7,676.80          |                       | \$ -                  | 4                    | \$ 7,676.80         | 400.0%       | \$ (5,757.60)       | \$ -        |
| 53       |           | 8" X 8" DI MJ TEE W/ JOINT RESTRAINTS                            | 1       | EA       | \$ 1,541.36         | 1                    | \$ 1,541.36          | 1                     | \$ 1,541.36           | 2                    | \$ 3,082.72         | 200.0%       | \$ (1,541.36)       | \$ -        |
| 54       |           | 8" X 6" DI MJ TEE W/ JOINT RESTRAINTS                            | 5       | EA       | \$ 1,356.58         | 5                    | \$ 6,782.90          | 3                     | \$ 4,069.74           | 8                    | \$ 10,852.64        | 160.0%       | \$ (4,069.74)       | \$ -        |
| 55       |           | 12" X 8" DI MJ REDUCER W/ JOINT RESTRAINTS                       | 1       | EA       | \$ 1,229.18         | 1                    | \$ 1,229.18          |                       | \$ -                  | 1                    | \$ 1,229.18         | 100.0%       | \$ -                | \$ -        |
| 56       |           | 6" DI MJ CAP TAPPED 2"                                           | 1       | EA       | \$ 598.69           | 1                    | \$ 598.69            |                       | \$ -                  | 1                    | \$ 598.69           | 100.0%       | \$ -                | \$ -        |
| 57       | 1.07F     | CORROSION COUPON (8" WM)                                         | 1       | EA       | \$ 2,000.00         | 1                    | \$ 2,000.00          |                       | \$ -                  | 1                    | \$ 2,000.00         | 100.0%       | \$ -                | \$ -        |
| 58       | 1.07G     | WATER METER REMOVAL & REPLACEMENT (CONTINGENCY)                  | 25      | EA       | \$ 697.78           | 6                    | \$ 4,186.68          | 19                    | \$ 13,257.82          | 25                   | \$ 17,444.50        | 100.0%       | \$ -                | \$ -        |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

FINAL

| SEC. | BID ITEMS TO BE CONSTRUCTED |                                                     |       |     |              | Prior Work Completed |           | Completed This Period |           | Total Work Completed |           |                 | Balance To Complete |                 |           |
|------|-----------------------------|-----------------------------------------------------|-------|-----|--------------|----------------------|-----------|-----------------------|-----------|----------------------|-----------|-----------------|---------------------|-----------------|-----------|
| Item | 1025                        |                                                     | Qty   |     | Unit         | Total                | Prior Qty | Prior Work            | Unit's    | Completed            | Total     | Total           | %                   | Balance To      |           |
| No.  | REF.                        | Description of Item                                 | Bid   | U/M | Cost         | Cost                 | Installed | Completed             | Installed | This Period          | Installed | Completed       | Complete            | Complete        | Retainage |
|      |                             |                                                     |       |     |              |                      |           |                       |           |                      |           |                 |                     |                 |           |
|      |                             | SUBTOTAL                                            |       |     |              | \$ 764,621.13        |           | \$ 800,612.01         |           | \$ 15,323.70         |           | \$ 815,935.71   | 106.7%              | \$ (51,314.58)  | \$ -      |
|      |                             | GRAVITY SEWER ITEMS                                 |       |     |              |                      |           |                       |           |                      |           |                 |                     |                 |           |
| 59   | 1.08A                       | 8" PVC (SDR26) GS (0'-4' DEPTH)                     | 818   | LF  | \$ 101.61    | \$ 83,116.98         | 818       | \$ 83,116.98          | -362      | \$ (36,782.82)       | 456       | \$ 46,334.16    | 55.7%               | \$ 36,782.82    | \$ -      |
| 60   |                             | 8" PVC (SDR26) GS (4'-6' DEPTH)                     | 778   | LF  | \$ 142.93    | \$ 111,199.54        | 778       | \$ 111,199.54         | 1,002     | \$ 143,215.86        | 1,780     | \$ 254,415.40   | 228.8%              | \$ (143,215.86) | \$ -      |
| 61   |                             | 8" PVC (SDR26) GS (6'-8' DEPTH)                     | 494   | LF  | \$ 156.43    | \$ 77,276.42         | 494       | \$ 77,276.42          | -94       | \$ (14,704.42)       | 400       | \$ 62,572.00    | 81.0%               | \$ 14,704.42    | \$ -      |
| 62   |                             | 8" PVC (SDR26) GS (8'-10' DEPTH)                    | 615   | LF  | \$ 210.22    | \$ 129,285.30        | 615       | \$ 129,285.30         | -106      | \$ (22,283.32)       | 509       | \$ 107,001.98   | 82.8%               | \$ 22,283.32    | \$ -      |
| 63   |                             | 8" HDPE (Pipe Bursting) (Contingency)               | 332   | LF  | \$ 490.39    | \$ 162,809.48        | 332       | \$ 162,809.48         |           | \$ -                 | 332       | \$ 162,809.48   | 100.0%              | \$ -            | \$ -      |
| 64   | 1.08B                       | 6" SERVICE INCLUDING CONNECTION AT 8" PVC (SDR6) GS | 15    | EA  | \$ 3,551.67  | \$ 53,275.05         | 15        | \$ 53,275.05          | 38        | \$ 134,963.46        | 53        | \$ 188,238.51   | 353.3%              | \$ (134,963.46) | \$ -      |
| 65   | 1.08C                       | 6" SERVICE INCLUDING CONNECTION AT MANHOLE          | 2     | EA  | \$ 10,812.20 | \$ 21,624.40         | 2         | \$ 21,624.40          | -1        | \$ (10,812.20)       | 1         | \$ 10,812.20    | 50.0%               | \$ 10,812.20    | \$ -      |
| 66   | 1.08D                       | CONNECT NEW 8" GS TO EXIST. 8" GS                   | 4     | EA  | \$ 4,559.48  | \$ 18,237.92         | 4         | \$ 18,237.92          |           | \$ -                 | 4         | \$ 18,237.92    | 100.0%              | \$ -            | \$ -      |
| 67   | 1.08E                       | 24" CIPP LINING (6 MM THICKNESS)                    | 991   | LF  | \$ 153.69    | \$ 152,306.79        | 991       | \$ 152,306.79         |           | \$ -                 | 991       | \$ 152,306.79   | 100.0%              | \$ -            | \$ -      |
| 68   | 1.09A                       | 4' DIA. MANHOLE (6'-8' DEPTH) TYPE B                | 1     | EA  | \$ 16,156.40 | \$ 16,156.40         | 1         | \$ 16,156.40          |           | \$ -                 | 1         | \$ 16,156.40    | 100.0%              | \$ -            | \$ -      |
| 69   |                             | 4' DIA. MANHOLE (8'-10' DEPTH) TYPE B               | 1     | EA  | \$ 20,386.74 | \$ 20,386.74         | 1         | \$ 20,386.74          |           | \$ -                 | 1         | \$ 20,386.74    | 100.0%              | \$ -            | \$ -      |
| 70   |                             | 4' DIA. MANHOLE (0'-4' DEPTH) TYPE C                | 5     | EA  | \$ 13,899.24 | \$ 69,496.20         | 5         | \$ 69,496.20          | -2        | \$ (27,798.48)       | 3         | \$ 41,697.72    | 60.0%               | \$ 27,798.48    | \$ -      |
| 71   |                             | 4' DIA. MANHOLE (4'-6' DEPTH) TYPE C                | 3     | EA  | \$ 14,266.71 | \$ 42,800.13         | 3         | \$ 42,800.13          |           | \$ -                 | 3         | \$ 42,800.13    | 100.0%              | \$ -            | \$ -      |
| 72   |                             | 4' DIA. MANHOLE (6'-8' DEPTH) TYPE C                | 1     | EA  | \$ 16,925.66 | \$ 16,925.66         | 1         | \$ 16,925.66          | 1         | \$ 16,925.66         | 2         | \$ 33,851.32    | 200.0%              | \$ (16,925.66)  | \$ -      |
| 73   | 1.09B                       | LINE EXISTING MANHOLE                               | 1,250 | SF  | \$ 25.00     | \$ 31,250.00         |           | \$ -                  | 1,250     | \$ 31,250.00         | 1,250     | \$ 31,250.00    | 100.0%              | \$ -            | \$ -      |
| 74   | 1.09C                       | REMOVE MANHOLE BELOW GRADE                          | 10    | EA  | \$ 2,968.27  | \$ 29,682.70         | 10        | \$ 29,682.70          |           | \$ -                 | 10        | \$ 29,682.70    | 100.0%              | \$ -            | \$ -      |
| 75   | 1.09D                       | CONNECT NEW 8" GS TO EXIST. MANHOLE                 | 2     | EA  | \$ 10,902.24 | \$ 21,804.48         | 2         | \$ 21,804.48          | -1        | \$ (10,902.24)       | 1         | \$ 10,902.24    | 50.0%               | \$ 10,902.24    | \$ -      |
| 76   | 1.09E                       | CONNECT EXIST. 6" GS TO NEW MANHOLE                 | 4     | EA  | \$ 10,902.25 | \$ 43,609.00         | 4         | \$ 43,609.00          |           | \$ -                 | 4         | \$ 43,609.00    | 100.0%              | \$ -            | \$ -      |
| 77   |                             | CONNECT EXIST. 8" GS TO NEW MANHOLE                 | 2     | EA  | \$ 7,032.65  | \$ 14,065.30         | 2         | \$ 14,065.30          |           | \$ -                 | 2         | \$ 14,065.30    | 100.0%              | \$ -            | \$ -      |
|      |                             | SUBTOTAL                                            |       |     |              | \$ 1,115,308.49      |           | \$ 1,084,058.49       |           | \$ 203,071.50        |           | \$ 1,287,129.99 | 115.4%              | \$ (171,821.50) | \$ -      |
|      |                             | DEMOLITION & ABANDONMENT                            |       |     |              |                      |           |                       |           |                      |           |                 |                     |                 |           |
| 78   | 1.10B                       | CUT & PLUG 2" WM W/ 2" CAP, 2" GATE VALVE, & 2"     | 1     | LF  | \$ 1,470.68  | \$ 1,470.68          | 1         | \$ 1,470.68           |           | \$ -                 | 1         | \$ 1,470.68     | 100.0%              | \$ -            | \$ -      |
| 79   |                             | CUT & PLUG 6" WM W/ 6" CAP, 2" GATE VALVE, & 2"     | 5     | LF  | \$ 3,547.87  | \$ 17,739.35         | 5         | \$ 17,739.35          |           | \$ -                 | 5         | \$ 17,739.35    | 100.0%              | \$ -            | \$ -      |
| 80   |                             | CUT & PLUG 8" WM W/ 8" CAP, 2" GATE VALVE, & 2"     | 6     | LF  | \$ 3,183.26  | \$ 19,099.56         | 6         | \$ 19,099.56          |           | \$ -                 | 6         | \$ 19,099.56    | 100.0%              | \$ -            | \$ -      |
| 81   |                             | CUT & PLUG 12" WM W/ 12" CAP, 2" GATE VALVE, & 2"   | 1     | LF  | \$ 5,838.87  | \$ 5,838.87          | 1         | \$ 5,838.87           |           | \$ -                 | 1         | \$ 5,838.87     | 100.0%              | \$ -            | \$ -      |
| 82   | 1.10C                       | GROUT FILL EXIST. 2" WM                             | 626   | LF  | \$ 11.38     | \$ 7,123.88          | 626       | \$ 7,123.88           |           | \$ -                 | 626       | \$ 7,123.88     | 100.0%              | \$ -            | \$ -      |
| 83   |                             | GROUT FILL EXIST. 6" WM                             | 344   | LF  | \$ 14.27     | \$ 4,908.88          | 344       | \$ 4,908.88           |           | \$ -                 | 344       | \$ 4,908.88     | 100.0%              | \$ -            | \$ -      |
| 84   |                             | GROUT FILL EXIST. 8" WM                             | 1,481 | LF  | \$ 17.73     | \$ 26,258.13         | 1,481     | \$ 26,258.13          |           | \$ -                 | 1,481     | \$ 26,258.13    | 100.0%              | \$ -            | \$ -      |
| 85   |                             | GROUT FILL EXIST. 12" WM                            | 1,058 | LF  | \$ 23.10     | \$ 24,439.80         | 1,058     | \$ 24,439.80          |           | \$ -                 | 1,058     | \$ 24,439.80    | 100.0%              | \$ -            | \$ -      |
| 86   | 1.10D                       | REMOVE 2" WM BELOW GRADE                            | 8     | LF  | \$ 16.80     | \$ 134.40            | 8         | \$ 134.40             |           | \$ -                 | 8         | \$ 134.40       | 100.0%              | \$ -            | \$ -      |
| 87   |                             | REMOVE 6" WM BELOW GRADE                            | 30    | LF  | \$ 16.93     | \$ 507.90            | 30        | \$ 507.90             |           | \$ -                 | 30        | \$ 507.90       | 100.0%              | \$ -            | \$ -      |
| 88   |                             | REMOVE 8" WM BELOW GRADE                            | 94    | LF  | \$ 19.25     | \$ 1,809.50          | 94        | \$ 1,809.50           |           | \$ -                 | 94        | \$ 1,809.50     | 100.0%              | \$ -            | \$ -      |
| 89   |                             | REMOVE 12" WM BELOW GRADE                           | 10    | LF  | \$ 22.40     | \$ 224.00            | 10        | \$ 224.00             |           | \$ -                 | 10        | \$ 224.00       | 100.0%              | \$ -            | \$ -      |
| 90   |                             | REMOVE 6" GRAVITY SEWER BELOW GRADE                 | 391   | LF  | \$ 16.81     | \$ 6,572.71          | 391       | \$ 6,572.71           |           | \$ -                 | 391       | \$ 6,572.71     | 100.0%              | \$ -            | \$ -      |
| 91   |                             | REMOVE 8" GRAVITY SEWER BELOW GRADE                 | 2,316 | LF  | \$ 33.60     | \$ 77,817.60         | 2,316     | \$ 77,817.60          |           | \$ -                 | 2,316     | \$ 77,817.60    | 100.0%              | \$ -            | \$ -      |



**Quantities for Project Payment**  
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Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

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Bid No: 2122-09

| SEC. |       | BID ITEMS TO BE CONSTRUCTED                                   |       |      |              |                 | Prior Work Completed |                 | Completed This Period |                | Total Work Completed |                 |          | Balance To Complete |           |
|------|-------|---------------------------------------------------------------|-------|------|--------------|-----------------|----------------------|-----------------|-----------------------|----------------|----------------------|-----------------|----------|---------------------|-----------|
| Item | 1025  |                                                               | Qty   | Unit | Total        |                 | Prior Qty            | Prior Work      | Unit's                | Completed      | Total                | Total           | %        | Balance To          |           |
| No.  | REF.  | Description of Item                                           | Bid   | U/M  | Cost         | Cost            | Installed            | Completed       | Installed             | This Period    | Installed            | Completed       | Complete | Complete            | Retainage |
|      |       | <b>SUBTOTAL</b>                                               |       |      |              | \$ 193,945.26   |                      | \$ 193,945.26   |                       | \$ -           |                      | \$ 193,945.26   | 100.0%   | \$ -                | \$ -      |
|      |       | <b>GRASSING &amp; SODDING ITEMS</b>                           |       |      |              |                 |                      |                 |                       |                |                      |                 |          |                     |           |
| 92   | 1.11  | SODDING (MATCH EXISTING) EITHER ST. AUGUSTINE OR BERMUDA      | 1     | LS   | \$298,500.00 | \$ 298,500.00   | 1.00                 | \$ 298,500.00   |                       | \$ -           | 1.00                 | \$ 298,500.00   | 100.0%   | \$ -                | \$ -      |
|      |       | <b>SUBTOTAL</b>                                               |       |      |              | \$ 298,500.00   |                      | \$ 298,500.00   |                       | \$ -           |                      | \$ 298,500.00   | 100.0%   | \$ -                | \$ -      |
|      |       | <b>PAVEMENT, SIDEWALK, DRIVEWAY, CURB, &amp; GUTTER ITEMS</b> |       |      |              |                 |                      |                 |                       |                |                      |                 |          |                     |           |
| 93   | 1.12A | MISC. CONCRETE AND SIDEWALK REMOVAL                           | 236   | SY   | \$ 15.94     | \$ 3,761.84     | 236                  | \$ 3,761.84     |                       | \$ -           | 236                  | \$ 3,761.84     | 100.0%   | \$ -                | \$ -      |
| 94   | 1.12B | CONCRETE DRIVEWAY & PAVEMENT REMOVAL                          | 2,357 | SY   | \$ 15.93     | \$ 37,547.01    | 2,357                | \$ 37,547.01    | 57                    | \$ 908.01      | 2,414                | \$ 38,455.02    | 102.4%   | \$ (908.01)         | \$ -      |
| 95   | 1.12C | CURB & GUTTER REMOVAL                                         | 530   | LF   | \$ 12.00     | \$ 6,360.00     | 530                  | \$ 6,360.00     |                       | \$ -           | 530                  | \$ 6,360.00     | 100.0%   | \$ -                | \$ -      |
| 96   | 1.12D | ASPHALT PAVEMENT & BASE REMOVAL                               | 15695 | SY   | \$ 3.55      | \$ 55,717.25    | 15,695               | \$ 55,717.25    |                       | \$ -           | 15,695               | \$ 55,717.25    | 100.0%   | \$ -                | \$ -      |
| 97   | 1.12F | 6" THICK CONCRETE SIDEWALK WITH FIBER MESH                    | 8     | SY   | \$ 86.88     | \$ 695.04       | 28                   | \$ 2,406.58     | -19                   | \$ (1,607.28)  | 9                    | \$ 799.30       | 115.0%   | \$ (104.26)         | \$ -      |
| 98   | 1.12G | MISC. CONCRETE                                                | 21    | SY   | \$ 86.85     | \$ 1,823.85     | 21                   | \$ 1,823.85     | -1                    | \$ (86.85)     | 20                   | \$ 1,737.00     | 95.2%    | \$ 86.85            | \$ -      |
| 99   | 1.12H | 6" THICK CONCRETE DRIVEWAY & PARKING AREAS                    | 8660  | SY   | \$ 75.74     | \$ 655,908.40   | 8,660.0              | \$ 655,908.40   | 146.0                 | \$ 11,058.04   | 8,806                | \$ 666,966.44   | 101.7%   | \$ (11,058.04)      | \$ -      |
| 100  | 1.12I | CURB & GUTTER (INCL. DROP, MEDIAN &                           | 11815 | LF   | \$ 25.57     | \$ 302,109.55   | 11,815               | \$ 302,109.55   | 95                    | \$ 2,429.15    | 11,910               | \$ 304,538.70   | 100.8%   | \$ (2,429.15)       | \$ -      |
| 101  | 1.12J | VALLEY GUTTER                                                 | 565   | SY   | \$ 63.45     | \$ 35,849.25    | 1,770                | \$ 112,274.78   | -1,201                | \$ (76,203.45) | 569                  | \$ 36,071.33    | 100.6%   | \$ (222.08)         | \$ -      |
|      |       | <b>SUBTOTAL</b>                                               |       |      |              | \$ 1,099,772.19 |                      | \$ 1,177,909.25 |                       | \$ (63,502.38) |                      | \$ 1,114,406.87 | 101.3%   | \$ (14,634.68)      | \$ -      |
|      |       | <b>PAYMENT &amp; PERFORMANCE BOND</b>                         |       |      |              |                 |                      |                 |                       |                |                      |                 |          |                     |           |
| 102  |       | PAYMENT & PERFORMANCE BOND                                    | 1     | LS   | \$ 75,000.00 | \$ 75,000.00    | 1                    | \$ 75,000.00    |                       | \$ -           | 1                    | \$ 75,000.00    | 100.0%   | \$ -                | \$ -      |
|      |       | <b>TOTAL BASE BID (ITEMS 1-102)</b>                           |       |      |              | \$ 5,210,263.41 |                      | \$ 5,259,935.35 |                       | \$ 244,066.20  |                      | \$ 5,504,001.55 | 105.6%   | \$ (293,738.14)     | \$ -      |
|      |       | <b>ADDITIVE ALTERNATE BID ITEMS</b>                           |       |      |              |                 |                      |                 |                       |                |                      |                 |          |                     |           |
|      |       | <b>SEWAGE FORCE MAIN (TREATED EFFLUENT) ITEMS</b>             |       |      |              |                 |                      |                 |                       |                |                      |                 |          |                     |           |
| 1A   | 1.16A | REMOVE 24" FM BELOW GRADE (TREATED                            | 1,500 | LF   | \$ 107.97    | \$ 161,955.00   | 1,500                | \$ 161,955.00   |                       | \$ -           | 1,500                | \$ 161,955.00   | 100.0%   | \$ -                | \$ -      |
| 2A   | 1.16B | 24" PVC (DR18) FM (TREATED EFFLUENT)                          | 1,500 | LF   | \$ 508.63    | \$ 762,945.00   | 1,460                | \$ 742,599.80   |                       | \$ -           | 1,460                | \$ 742,599.80   | 97.3%    | \$ 20,345.20        | \$ -      |
| 3A   | 1.16C | 24" GATE VALVE W/ BOX & COVER                                 | 4     | EA   | \$ 33,394.71 | \$ 133,578.84   | 4                    | \$ 133,578.84   |                       | \$ -           | 4                    | \$ 133,578.84   | 100.0%   | \$ -                | \$ -      |
| 4A   | 1.16D | 24" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                | 12    | EA   | \$ 5,554.70  | \$ 66,656.40    | 12                   | \$ 66,656.40    |                       | \$ -           | 12                   | \$ 66,656.40    | 100.0%   | \$ -                | \$ -      |
| 5A   |       | 24" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                  | 12    | EA   | \$ 5,382.82  | \$ 64,593.84    | 8                    | \$ 43,062.56    |                       | \$ -           | 8                    | \$ 43,062.56    | 66.7%    | \$ 21,531.28        | \$ -      |
| 6A   | 1.16E | CORROSION COUPON (24" TREATED EFFLUENT)                       | 1     | EA   | \$ 5,000.00  | \$ 5,000.00     | 1                    | \$ 5,000.00     |                       | \$ -           | 1                    | \$ 5,000.00     | 100.0%   | \$ -                | \$ -      |
| 7A   |       | 24" SLEEVE AND CONNECTION                                     | 2     | EA   | \$ 15,823.57 | \$ 31,647.14    | 2                    | \$ 31,647.14    |                       | \$ -           | 2                    | \$ 31,647.14    | 100.0%   | \$ -                | \$ -      |
|      |       | <b>SUBTOTAL</b>                                               |       |      |              | \$ 1,226,376.22 |                      | \$ 1,184,499.74 |                       | \$ -           |                      | \$ 1,184,499.74 | 96.6%    | \$ 41,876.48        | \$ -      |
|      |       | <b>PAYMENT &amp; PERFORMANCE BOND</b>                         |       |      |              |                 |                      |                 |                       |                |                      |                 |          |                     |           |
| 8A   |       | PAYMENT & PERFORMANCE BOND                                    | 1     | LS   | \$ 18,200.00 | \$ 18,200.00    | 1                    | \$ 18,200.00    |                       | \$ -           | 1                    | \$ 18,200.00    | 100.0%   | \$ -                | \$ -      |
|      |       | <b>TOTAL ALTERNATE BID ITEMS (ITEMS 1A-8A)</b>                |       |      |              | \$ 1,244,576.22 |                      | \$ 1,202,699.74 |                       | \$ -           |                      | \$ 1,202,699.74 | 96.6%    | \$ 41,876.48        | \$ -      |
|      |       | <b>TOTAL COMBINED COST TO CONSTRUCT</b>                       |       |      |              | \$ 6,454,839.63 |                      | \$ 6,462,635.09 |                       | \$ 244,066.20  |                      | \$ 6,706,701.29 | 103.9%   | \$ (251,861.66)     | \$ -      |



**Quantities for Project Payment  
( Attachment to Application for Project Payment )**

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

*FINAL*

| SEC. |      | BID ITEMS TO BE CONSTRUCTED                       |        |     |             | Prior Work Completed |           | Completed This Period |           | Total Work Completed |           |                | Balance To Complete |            |           |
|------|------|---------------------------------------------------|--------|-----|-------------|----------------------|-----------|-----------------------|-----------|----------------------|-----------|----------------|---------------------|------------|-----------|
| Item | 1025 |                                                   | Qty    |     | Unit        | Total                | Prior Qty | Prior Work            | Unit's    | Completed            | Total     | Total          | %                   | Balance To |           |
| No.  | REF. | Description of Item                               | Bid    | U/M | Cost        | Cost                 | Installed | Completed             | Installed | This Period          | Installed | Completed      | Complete            | Complete   | Retainage |
|      |      |                                                   |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | CHANGE ORDER 1                                    |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
| 1    |      | ROADWAY CHANGE REQUEST                            |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 2" ADDITIONAL CRUSH CRETE BASE                    | 15,280 | SY  | \$ 6.50     | \$ 99,320.00         | 15,280.00 | \$ 99,320.00          |           | \$ -                 | 15,280    | \$ 99,320.00   | 100.0%              | \$ -       | \$ -      |
|      |      | 12" STABILIZED SUBGRADE                           | -3,005 | SY  | \$ 9.24     | \$ (27,766.20)       | -3,005    | \$ (27,766.20)        |           | \$ -                 | -3,005    | \$ (27,766.20) |                     | \$ -       | \$ -      |
|      |      | SUBTOTAL                                          |        |     |             | \$ 71,553.80         |           | \$ 71,553.80          |           | \$ -                 |           | \$ 71,553.80   | 100.0%              | \$ -       | \$ -      |
|      |      | LEADS                                             |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 6" PVC (DR18) WM                                  | 80     | LF  | \$ 63.62    | \$ 5,089.60          | 80        | \$ 5,089.60           |           | \$ -                 | 80        | \$ 5,089.60    | 100.0%              | \$ -       | \$ -      |
|      |      | 8" PVC (DR18) WM                                  | -80    | LF  | \$ 86.27    | \$ (6,901.60)        | -80       | \$ (6,901.60)         |           | \$ -                 | -80       | \$ (6,901.60)  |                     | \$ -       | \$ -      |
|      |      | SUBTOTAL                                          |        |     |             | \$ (1,812.00)        |           | \$ (1,812.00)         |           | \$ -                 |           | \$ (1,812.00)  |                     | \$ -       | \$ -      |
| 2    |      | STA 11+55 ADDITIONAL 4" FIRE SERVICE NOT ON PLANS |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 12X4 TEE                                          | 1      | EA  | \$ 1,769.05 | \$ 1,769.05          | 1         | \$ 1,769.05           |           | \$ -                 | 1         | \$ 1,769.05    | 100.0%              | \$ -       | \$ -      |
|      |      | 4" GVB                                            | 1      | EA  | \$ 2,777.00 | \$ 2,777.00          | 1         | \$ 2,777.00           |           | \$ -                 | 1         | \$ 2,777.00    | 100.0%              | \$ -       | \$ -      |
|      |      | 4" 45 Bend                                        | 2      | EA  | \$ 779.40   | \$ 1,558.80          | 2         | \$ 1,558.80           |           | \$ -                 | 2         | \$ 1,558.80    | 100.0%              | \$ -       | \$ -      |
|      |      | 4" DR-18 PVC                                      | 25     | LF  | \$ 50.20    | \$ 1,255.00          | 25        | \$ 1,255.00           |           | \$ -                 | 25        | \$ 1,255.00    | 100.0%              | \$ -       | \$ -      |
|      |      | SUBTOTAL                                          |        |     |             | \$ 7,359.85          |           | \$ 7,359.85           |           | \$ -                 |           | \$ 7,359.85    | 100.0%              | \$ -       | \$ -      |
| 3    |      | STA 10+55 6" GVB                                  | 1      | EA  | \$ 3,101.92 | \$ 3,101.92          | 1         | \$ 3,101.92           |           | \$ -                 | 1         | \$ 3,101.92    | 100.0%              | \$ -       | \$ -      |
| 4    |      | STA 12+08                                         |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 8" GVB                                            | 1      | EA  | \$ 4,210.49 | \$ 4,210.49          | 1         | \$ 4,210.49           |           | \$ -                 | 1         | \$ 4,210.49    | 100.0%              | \$ -       | \$ -      |
|      |      | 8" 45 BEND                                        | 2      | EA  | \$ 878.57   | \$ 1,757.14          | 2         | \$ 1,757.14           |           | \$ -                 | 2         | \$ 1,757.14    | 100.0%              | \$ -       | \$ -      |
|      |      | SUBTOTAL                                          |        |     |             | \$ 5,967.63          |           | \$ 5,967.63           |           | \$ -                 |           | \$ 5,967.63    | 100.0%              | \$ -       | \$ -      |
| 5    |      | STA 12+10 NEW FIRE HYD SERVICE                    |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 12X6 TEE                                          | 1      | EA  | \$ 1,919.20 | \$ 1,919.20          | 1         | \$ 1,919.20           |           | \$ -                 | 1         | \$ 1,919.20    | 100.0%              | \$ -       | \$ -      |
|      |      | 6" GVB                                            | 1      | EA  | \$ 3,101.92 | \$ 3,101.92          | 1         | \$ 3,101.92           |           | \$ -                 | 1         | \$ 3,101.92    | 100.0%              | \$ -       | \$ -      |
|      |      | 6" 45 BEND                                        | 2      | EA  | \$ 659.05   | \$ 1,318.10          | 2         | \$ 1,318.10           |           | \$ -                 | 2         | \$ 1,318.10    | 100.0%              | \$ -       | \$ -      |
|      |      | 6" DR-18 PVC                                      | 25     | LF  | \$ 63.62    | \$ 1,590.50          | 25        | \$ 1,590.50           |           | \$ -                 | 25        | \$ 1,590.50    | 100.0%              | \$ -       | \$ -      |
|      |      | SUBTOTAL                                          |        |     |             | \$ 7,929.72          |           | \$ 7,929.72           |           | \$ -                 |           | \$ 7,929.72    | 100.0%              | \$ -       | \$ -      |
| 6    |      | STA 20+50                                         |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 12X6 TEE                                          | 1      | EA  | \$ 1,919.20 | \$ 1,919.20          | 1         | \$ 1,919.20           |           | \$ -                 | 1         | \$ 1,919.20    | 100.0%              | \$ -       | \$ -      |
|      |      | 6" GVB                                            | 1      | EA  | \$ 3,101.92 | \$ 3,101.92          | 1         | \$ 3,101.92           |           | \$ -                 | 1         | \$ 3,101.92    | 100.0%              | \$ -       | \$ -      |
|      |      | 6" 45 BEND                                        | 2      | EA  | \$ 659.05   | \$ 1,318.10          | 2         | \$ 1,318.10           |           | \$ -                 | 2         | \$ 1,318.10    | 100.0%              | \$ -       | \$ -      |
|      |      | SUBTOTAL                                          |        |     |             | \$ 6,339.22          |           | \$ 6,339.22           |           | \$ -                 |           | \$ 6,339.22    | 100.0%              | \$ -       | \$ -      |
| 7    |      | STA 24+18 NEW FIRE HYD SERVICE                    |        |     |             |                      |           |                       |           |                      |           |                |                     |            |           |
|      |      | 6" GVB                                            | 1      | EA  | \$ 3,101.92 | \$ 3,101.92          | 1         | \$ 3,101.92           |           | \$ -                 | 1         | \$ 3,101.92    | 100.0%              | \$ -       | \$ -      |
|      |      | 6" DR-18 PVC                                      | 8      | LF  | \$ 63.62    | \$ 508.96            | 8         | \$ 508.96             |           | \$ -                 | 8         | \$ 508.96      | 100.0%              | \$ -       | \$ -      |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

| SEC. |      | BID ITEMS TO BE CONSTRUCTED                              |     |     |              |                     | Prior Work Completed |                     | Completed This Period |             | Total Work Completed |                     |               | Balance To Complete |             |
|------|------|----------------------------------------------------------|-----|-----|--------------|---------------------|----------------------|---------------------|-----------------------|-------------|----------------------|---------------------|---------------|---------------------|-------------|
| Item | 1025 |                                                          | Qty |     | Unit         | Total               | Prior Qty            | Prior Work          | Unit's                | Completed   | Total                | Total               | %             | Balance To          |             |
| No.  | REF. | Description of Item                                      | Bid | U/M | Cost         | Cost                | Installed            | Completed           | Installed             | This Period | Installed            | Completed           | Complete      | Complete            | Retainage   |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 3,610.88</b>  |                      | <b>\$ 3,610.88</b>  |                       | <b>\$ -</b> |                      | <b>\$ 3,610.88</b>  | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 8    |      | STA 27+55 6" GVB                                         | 1   | EA  | \$ 3,101.92  | \$ 3,101.92         | 1                    | \$ 3,101.92         |                       | \$ -        | 1                    | \$ 3,101.92         | 100.0%        | \$ -                | \$ -        |
| 9    |      | STA 30+22 NEW FIRE HYD SERVICE                           |     |     |              |                     |                      |                     |                       |             |                      |                     |               |                     |             |
|      |      | 8X6 TEE                                                  | 1   | EA  | \$ 1,356.58  | \$ 1,356.58         | 1                    | \$ 1,356.58         |                       | \$ -        | 1                    | \$ 1,356.58         | 100.0%        | \$ -                | \$ -        |
|      |      | 6" GVB                                                   | 1   | EA  | \$ 3,101.92  | \$ 3,101.92         | 1                    | \$ 3,101.92         |                       | \$ -        | 1                    | \$ 3,101.92         | 100.0%        | \$ -                | \$ -        |
|      |      | 6" 45 BEND                                               | 2   | EA  | \$ 659.05    | \$ 1,318.10         | 2                    | \$ 1,318.10         |                       | \$ -        | 2                    | \$ 1,318.10         | 100.0%        | \$ -                | \$ -        |
|      |      | 6" DR-18 PVC                                             | 20  | LF  | \$ 63.62     | \$ 1,272.40         | 20                   | \$ 1,272.40         |                       | \$ -        | 20                   | \$ 1,272.40         | 100.0%        | \$ -                | \$ -        |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 7,049.00</b>  |                      | <b>\$ 7,049.00</b>  |                       | <b>\$ -</b> |                      | <b>\$ 7,049.00</b>  | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 10   |      | STA 34+90 DRAINAGE & DRIVEWAY R & R                      |     |     |              |                     |                      |                     |                       |             |                      |                     |               |                     |             |
|      |      | REMOVE CONCRETE DW                                       | 64  | SY  | \$ 15.93     | \$ 1,019.52         | 64                   | \$ 1,019.52         |                       | \$ -        | 64                   | \$ 1,019.52         | 100.0%        | \$ -                | \$ -        |
|      |      | REPLACE CONCRETE DW                                      | 64  | SY  | \$ 75.74     | \$ 4,847.36         | 64                   | \$ 4,847.36         |                       | \$ -        | 64                   | \$ 4,847.36         | 100.0%        | \$ -                | \$ -        |
|      |      | REMOVE EXISTING DRAINAGE CULVERT 18" CMP                 | 36  | LF  | \$ 46.11     | \$ 1,659.96         | 36                   | \$ 1,659.96         |                       | \$ -        | 36                   | \$ 1,659.96         | 100.0%        | \$ -                | \$ -        |
|      |      | INSTALL 18" DR-26 PVC                                    | 36  | LF  | \$ 262.59    | \$ 9,453.24         | 36                   | \$ 9,453.24         |                       | \$ -        | 36                   | \$ 9,453.24         | 100.0%        | \$ -                | \$ -        |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 16,980.08</b> |                      | <b>\$ 16,980.08</b> |                       | <b>\$ -</b> |                      | <b>\$ 16,980.08</b> | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 11   |      | STA 34+30 NEW FIRE HYD SERVICE                           |     |     |              |                     |                      |                     |                       |             |                      |                     |               |                     |             |
|      |      | 6" GVB                                                   | 1   | EA  | \$ 3,101.92  | \$ 3,101.92         | 1                    | \$ 3,101.92         |                       | \$ -        | 1                    | \$ 3,101.92         | 100.0%        | \$ -                | \$ -        |
|      |      | 6" DR-18 PVC                                             | 10  | LF  | \$ 63.62     | \$ 636.20           | 10                   | \$ 636.20           |                       | \$ -        | 10                   | \$ 636.20           | 100.0%        | \$ -                | \$ -        |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 3,738.12</b>  |                      | <b>\$ 3,738.12</b>  |                       | <b>\$ -</b> |                      | <b>\$ 3,738.12</b>  | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 12   |      | 9TH AVE S STA 10+25 NEW FIRE HYD SERVICE                 |     |     |              |                     |                      |                     |                       |             |                      |                     |               |                     |             |
|      |      | 8X6 TEE                                                  | 1   | EA  | \$ 1,356.58  | \$ 1,356.58         | 1                    | \$ 1,356.58         |                       | \$ -        | 1                    | \$ 1,356.58         | 100.0%        | \$ -                | \$ -        |
|      |      | 6" GVB                                                   | 1   | EA  | \$ 3,101.92  | \$ 3,101.92         | 1                    | \$ 3,101.92         |                       | \$ -        | 1                    | \$ 3,101.92         | 100.0%        | \$ -                | \$ -        |
|      |      | 6" 45 BEND                                               | 2   | EA  | \$ 659.05    | \$ 1,318.10         | 2                    | \$ 1,318.10         |                       | \$ -        | 2                    | \$ 1,318.10         | 100.0%        | \$ -                | \$ -        |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 5,776.60</b>  |                      | <b>\$ 5,776.60</b>  |                       | <b>\$ -</b> |                      | <b>\$ 5,776.60</b>  | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 13   |      | REMOVE FIRE HYDRANTS VARIOUS LOCATIONS                   | 8   | EA  | \$ 650.25    | \$ 5,202.00         | 8                    | \$ 5,202.00         |                       | \$ -        | 8                    | \$ 5,202.00         | 100.0%        | \$ -                | \$ -        |
|      |      | REPLACE FIRE HYDRANTS VARIOUS LOCATIONS                  | 8   | EA  | \$ 6,745.20  | \$ 53,961.60        | 8                    | \$ 53,961.60        |                       | \$ -        | 8                    | \$ 53,961.60        | 100.0%        | \$ -                | \$ -        |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 59,163.60</b> |                      | <b>\$ 59,163.60</b> |                       | <b>\$ -</b> |                      | <b>\$ 59,163.60</b> | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 14   |      | ADD J MANHOLE S-2A STA 10+20 10TH AVENUE D               | 1   | EA  | \$ 8,832.35  | \$ 8,832.35         | 1                    | \$ 8,832.35         |                       | \$ -        | 1                    | \$ 8,832.35         | 100.0%        | \$ -                | \$ -        |
|      |      | 24" PVC DR-26                                            | 20  | LF  | \$ 379.43    | \$ 7,588.60         | 20                   | \$ 7,588.60         |                       | \$ -        | 20                   | \$ 7,588.60         | 100.0%        | \$ -                | \$ -        |
|      |      | <b>SUBTOTAL</b>                                          |     |     |              | <b>\$ 16,420.95</b> |                      | <b>\$ 16,420.95</b> |                       | <b>\$ -</b> |                      | <b>\$ 16,420.95</b> | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 15   |      | STA 10+25 12" WATER MAIN TIE IN                          |     |     |              |                     |                      |                     |                       |             |                      |                     |               |                     |             |
|      |      | 12" SLEEVE & CONNECT TO EXIST. 12" WM W/JOINT RESTRAINTS | -1  | EA  | \$ 5,637.01  | \$ (5,637.01)       | -1                   | \$ (5,637.01)       |                       | \$ -        | -1                   | \$ (5,637.01)       |               | \$ -                | \$ -        |
|      |      | 12" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS             | -2  | EA  | \$ 1,562.03  | \$ (3,124.06)       | -2                   | \$ (3,124.06)       |                       | \$ -        | -2                   | \$ (3,124.06)       |               | \$ -                | \$ -        |
|      |      | 12X12" TAPPING SLEEVE & VALVE                            | 1   | EA  | \$ 17,990.00 | \$ 17,990.00        | 1                    | \$ 17,990.00        |                       | \$ -        | 1                    | \$ 17,990.00        | 100.0%        | \$ -                | \$ -        |
|      |      | 12X12" TEE W/ JOINT RESTRAINT                            | 1   | EA  | \$ 2,568.77  | \$ 2,568.77         | 1                    | \$ 2,568.77         |                       | \$ -        | 1                    | \$ 2,568.77         | 100.0%        | \$ -                | \$ -        |



FINAL

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

| SEC.     |           | BID ITEMS TO BE CONSTRUCTED                       |         |     |             | Prior Work Completed |                     | Completed This Period |                  | Total Work Completed  |                 |                 | Balance To Complete |                     |           |
|----------|-----------|---------------------------------------------------|---------|-----|-------------|----------------------|---------------------|-----------------------|------------------|-----------------------|-----------------|-----------------|---------------------|---------------------|-----------|
| Item No. | 1025 REF. | Description of Item                               | Qty Bid | U/M | Unit Cost   | Total Cost           | Prior Qty Installed | Prior Work Completed  | Unit's Installed | Completed This Period | Total Installed | Total Completed | % Complete          | Balance To Complete | Retainage |
|          |           | SUBTOTAL                                          |         |     |             | \$ 11,797.70         |                     | \$ 11,797.70          |                  | \$ -                  |                 | \$ 11,797.70    | 100.0%              | \$ -                | \$ -      |
|          |           | CHANGE ORDER 1 TOTAL                              |         |     |             | \$ 228,078.99        |                     | \$ 228,078.99         |                  | \$ -                  |                 | \$ 228,078.99   | 100.0%              | \$ -                | \$ -      |
|          |           | CHANGE ORDER 2                                    |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
| 1        |           | REPAIR MH 11                                      |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REMOVE & SEAL EXISTING PIPES IN MANHOLE           | 1       | LS  | \$ 2,640.45 | \$ 2,640.45          | 1                   | \$ 2,640.45           |                  | \$ -                  | 1               | \$ 2,640.45     | 100.0%              | \$ -                | \$ -      |
| 2        |           | REPAIR MH 6                                       |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REPAIR INVERT & REGROUT                           | 1       | LS  | \$ 2,741.40 | \$ 2,741.40          | 1                   | \$ 2,741.40           |                  | \$ -                  | 1               | \$ 2,741.40     | 100.0%              | \$ -                | \$ -      |
|          |           | INSTALL NEW DROP ASSM                             | 2       | EA  | \$ 2,732.50 | \$ 5,465.00          | 2                   | \$ 5,465.00           |                  | \$ -                  | 2               | \$ 5,465.00     | 100.0%              | \$ -                | \$ -      |
|          |           | REGROUT RISER AND REPLACE RING & COVER            | 1       | EA  | \$ 3,975.00 | \$ 3,975.00          | 1                   | \$ 3,975.00           |                  | \$ -                  | 1               | \$ 3,975.00     | 100.0%              | \$ -                | \$ -      |
|          |           | SUBTOTAL                                          |         |     |             | \$ 12,181.40         |                     | \$ 12,181.40          |                  | \$ -                  |                 | \$ 12,181.40    | 100.0%              | \$ -                | \$ -      |
| 3        |           | REPAIR MH 8                                       |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REPAIR INVERT & REGROUT                           | 1       | LS  | \$ 2,741.40 | \$ 2,741.40          | 1                   | \$ 2,741.40           |                  | \$ -                  | 1               | \$ 2,741.40     | 100.0%              | \$ -                | \$ -      |
|          |           | INSTALL NEW DROP ASSM                             | 1       | EA  | \$ 2,732.50 | \$ 2,732.50          | 1                   | \$ 2,732.50           |                  | \$ -                  | 1               | \$ 2,732.50     | 100.0%              | \$ -                | \$ -      |
|          |           | REGROUT RISER AND REPLACE RING & COVER            | 1       | EA  | \$ 3,975.00 | \$ 3,975.00          | 1                   | \$ 3,975.00           |                  | \$ -                  | 1               | \$ 3,975.00     | 100.0%              | \$ -                | \$ -      |
|          |           | SUBTOTAL                                          |         |     |             | \$ 9,448.90          |                     | \$ 9,448.90           |                  | \$ -                  |                 | \$ 9,448.90     | 100.0%              | \$ -                | \$ -      |
| 4        |           | REPAIR MH 10                                      |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REPAIR INVERT & REGROUT                           | 1       | LS  | \$ 2,741.40 | \$ 2,741.40          | 1                   | \$ 2,741.40           |                  | \$ -                  | 1               | \$ 2,741.40     | 100.0%              | \$ -                | \$ -      |
|          |           | INSTALL NEW DROP ASSM                             | 2       | EA  | \$ 2,732.50 | \$ 5,465.00          | 2                   | \$ 5,465.00           |                  | \$ -                  | 2               | \$ 5,465.00     | 100.0%              | \$ -                | \$ -      |
|          |           | REGROUT RISER AND REPLACE RING & COVER            | 1       | EA  | \$ 3,975.00 | \$ 3,975.00          | 1                   | \$ 3,975.00           |                  | \$ -                  | 1               | \$ 3,975.00     | 100.0%              | \$ -                | \$ -      |
|          |           | SUBTOTAL                                          |         |     |             | \$ 12,181.40         |                     | \$ 12,181.40          |                  | \$ -                  |                 | \$ 12,181.40    | 100.0%              | \$ -                | \$ -      |
| 5        |           | REPAIR MH 13                                      |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REPAIR INVERT & REGROUT                           | 1       | LS  | \$ 2,741.40 | \$ 2,741.40          | 1                   | \$ 2,741.40           |                  | \$ -                  | 1               | \$ 2,741.40     | 100.0%              | \$ -                | \$ -      |
|          |           | REGROUT RISER AND REPLACE RING & COVER            | 1       | EA  | \$ 3,975.00 | \$ 3,975.00          | 1                   | \$ 3,975.00           |                  | \$ -                  | 1               | \$ 3,975.00     | 100.0%              | \$ -                | \$ -      |
|          |           | SUBTOTAL                                          |         |     |             | \$ 6,716.40          |                     | \$ 6,716.40           |                  | \$ -                  |                 | \$ 6,716.40     | 100.0%              | \$ -                | \$ -      |
| 6        |           | REPAIR MH 15                                      |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REMOVE CONCRETE RISER AND BACKFILL                | 1       | EA  | \$ 4,785.50 | \$ 4,785.50          | 1                   | \$ 4,785.50           |                  | \$ -                  | 1               | \$ 4,785.50     | 100.0%              | \$ -                | \$ -      |
|          |           | INSTALL 24" PVC PIPE IN INVERT                    | 5       | LF  | \$ 496.50   | \$ 2,482.50          | 5                   | \$ 2,482.50           |                  | \$ -                  | 5               | \$ 2,482.50     | 100.0%              | \$ -                | \$ -      |
|          |           | FILL MANHOLE AND PLACE CONCRETE OVER 24"          | 1       | LS  | \$ 5,495.00 | \$ 5,495.00          | 1                   | \$ 5,495.00           |                  | \$ -                  | 1               | \$ 5,495.00     | 100.0%              | \$ -                | \$ -      |
|          |           | SUBTOTAL                                          |         |     |             | \$ 12,763.00         |                     | \$ 12,763.00          |                  | \$ -                  |                 | \$ 12,763.00    | 100.0%              | \$ -                | \$ -      |
| 7        |           | REPAIR MH 1                                       |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |           | REGROUT RISER AND REPLACE RING & COVER            | 1       | EA  | \$ 3,975.00 | \$ 3,975.00          | 1                   | \$ 3,975.00           |                  | \$ -                  | 1               | \$ 3,975.00     | 100.0%              | \$ -                | \$ -      |
|          |           | INSTALL NEW DROP ASSM                             | 2       | EA  | \$ 2,732.50 | \$ 5,465.00          | 2                   | \$ 5,465.00           |                  | \$ -                  | 2               | \$ 5,465.00     | 100.0%              | \$ -                | \$ -      |
|          |           | SUBTOTAL                                          |         |     |             | \$ 9,440.00          |                     | \$ 9,440.00           |                  | \$ -                  |                 | \$ 9,440.00     | 100.0%              | \$ -                | \$ -      |
| 8        |           | 11-7-22 ADJUST 4-3" CONDUIT FOR DRAINAGE CONFLICT | 4       | HRS | \$ 735.50   | \$ 2,942.00          | 4                   | \$ 2,942.00           |                  | \$ -                  | 4               | \$ 2,942.00     | 100.0%              | \$ -                | \$ -      |
| 9        |           | 11-8-22 12" B CONFLICT STA 15+15                  |         |     |             |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

*Final*

| SEC. |      | BID ITEMS TO BE CONSTRUCTED                                               |     |     |              |               | Prior Work Completed |               | Completed This Period |             | Total Work Completed |               |          | Balance To Complete |           |
|------|------|---------------------------------------------------------------------------|-----|-----|--------------|---------------|----------------------|---------------|-----------------------|-------------|----------------------|---------------|----------|---------------------|-----------|
| Item | 1025 |                                                                           | Qty |     | Unit         | Total         | Prior Qty            | Prior Work    | Unit's                | Completed   | Total                | Total         | %        | Balance To          |           |
| No.  | REF. | Description of Item                                                       | Bid | U/M | Cost         | Cost          | Installed            | Completed     | Installed             | This Period | Installed            | Completed     | Complete | Complete            | Retainage |
|      |      | 12" 45 BENDS                                                              | 4   | EA  | \$ 1,562.03  | \$ 6,248.12   | 4                    | \$ 6,248.12   |                       | \$ -        | 4                    | \$ 6,248.12   | 100.0%   | \$ -                | \$ -      |
| 10   |      | 11-9-22 12" B CONFLICT STA 16+20                                          |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 12" 45 BENDS                                                              | 4   | EA  | \$ 1,562.03  | \$ 6,248.12   | 4                    | \$ 6,248.12   |                       | \$ -        | 4                    | \$ 6,248.12   | 100.0%   | \$ -                | \$ -      |
| 11   |      | 11-14-22 12" B CONFLICT STA 17+20                                         |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 12" 45 BENDS                                                              | 4   | EA  | \$ 1,562.03  | \$ 6,248.12   | 4                    | \$ 6,248.12   |                       | \$ -        | 4                    | \$ 6,248.12   | 100.0%   | \$ -                | \$ -      |
| 12   |      | 11-15-22 6" B CONFLICT                                                    |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 6" 45 BENDS                                                               | 2   | EA  | \$ 659.05    | \$ 1,318.10   | 2                    | \$ 1,318.10   |                       | \$ -        | 2                    | \$ 1,318.10   | 100.0%   | \$ -                | \$ -      |
| 13   |      | 11-17-22 12" B CONFLICT                                                   |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 12" 45 BENDS                                                              | 4   | EA  | \$ 1,562.03  | \$ 6,248.12   | 4                    | \$ 6,248.12   |                       | \$ -        | 4                    | \$ 6,248.12   | 100.0%   | \$ -                | \$ -      |
| 14   |      | 11-22-22 8" B CONFLICT                                                    |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 8" 45 BENDS                                                               | 4   | EA  | \$ 878.57    | \$ 3,514.28   | 4                    | \$ 3,514.28   |                       | \$ -        | 4                    | \$ 3,514.28   | 100.0%   | \$ -                | \$ -      |
| 15   |      | 11-18-22 STA 20+25 12" B CONFLICT                                         |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 12" 45 BENDS                                                              | 4   | EA  | \$ 1,562.03  | \$ 6,248.12   | 4                    | \$ 6,248.12   |                       | \$ -        | 4                    | \$ 6,248.12   | 100.0%   | \$ -                | \$ -      |
| 16A  |      | 11-21-22 STA 10+ ADJUST 4-3" CONDUIT DRAIN CONFLICT                       | 6   | HRS | \$ 735.50    | \$ 4,413.00   | 6                    | \$ 4,413.00   |                       | \$ -        | 6                    | \$ 4,413.00   | 100.0%   | \$ -                | \$ -      |
| 16B  |      | 11-21-22 STA 8" 20+40 B CONFLICT                                          |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | 8" 45 BENDS                                                               | 4   | EA  | \$ 878.57    | \$ 3,514.28   | 4                    | \$ 3,514.28   |                       | \$ -        | 4                    | \$ 3,514.28   | 100.0%   | \$ -                | \$ -      |
| 17   |      | 11-23-22 MODIFY INLET S-2                                                 |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
|      |      | LABOR TO CUT PRECAST INLET                                                | 4   | HRS | \$ 941.00    | \$ 3,764.00   | 4                    | \$ 3,764.00   |                       | \$ -        | 4                    | \$ 3,764.00   | 100.0%   | \$ -                | \$ -      |
|      |      | <b>CHANGE ORDER 2 TOTAL</b>                                               |     |     |              | \$ 116,077.81 |                      | \$ 116,077.81 |                       | \$ -        |                      | \$ 116,077.81 | 100.0%   | \$ -                | \$ -      |
|      |      | <b>CHANGE ORDER 3-WEIR #1 SEWER MAIN REPLACEMENT CONSTRUCTION</b>         |     |     |              |               |                      |               |                       |             |                      |               |          |                     |           |
| 1    |      | SITE MOBILIZATION                                                         | 1   | LS  | \$ 21,750.00 | \$ 21,750.00  | 1                    | \$ 21,750.00  |                       | \$ -        | 1                    | \$ 21,750.00  | 100.0%   | \$ -                | \$ -      |
| 2    |      | SETUP SEWER BY PASS SYSTEM                                                | 1   | LS  | \$ 25,565.00 | \$ 25,565.00  | 1                    | \$ 25,565.00  |                       | \$ -        | 1                    | \$ 25,565.00  | 100.0%   | \$ -                | \$ -      |
| 3    |      | SETUP AND MAINTAIN CITY DRAINAGE BYPASS (USING EXISTING COJB BASIN PUMPS) | 1   | LS  | \$ 32,177.00 | \$ 32,177.00  | 1                    | \$ 32,177.00  |                       | \$ -        | 1                    | \$ 32,177.00  | 100.0%   | \$ -                | \$ -      |
| 4    |      | SETUP AND MAINTAIN DRAINAGE POOL BYPASS                                   | 1   | LS  | \$ 15,750.00 | \$ 15,750.00  | 1                    | \$ 15,750.00  |                       | \$ -        | 1                    | \$ 15,750.00  | 100.0%   | \$ -                | \$ -      |
| 5    |      | PLACE EARTHEN COFFER DAM IN DITCH                                         | 400 | CY  | \$ 85.00     | \$ 34,000.00  | 400                  | \$ 34,000.00  |                       | \$ -        | 400                  | \$ 34,000.00  | 100.0%   | \$ -                | \$ -      |
| 6    |      | REMOVE EARTHEN COFFER DAM IN DITCH                                        | 400 | CY  | \$ 120.00    | \$ 48,000.00  | 400                  | \$ 48,000.00  |                       | \$ -        | 400                  | \$ 48,000.00  | 100.0%   | \$ -                | \$ -      |
| 7    |      | INSTALL & REMOVE TEMPORARY SAFETY FENCE                                   | 230 | LF  | \$ 27.00     | \$ 6,210.00   | 230                  | \$ 6,210.00   |                       | \$ -        | 230                  | \$ 6,210.00   | 100.0%   | \$ -                | \$ -      |
| 8    |      | REMOVE & REINSTALL GUARD RAIL                                             | 30  | LF  | \$ 160.00    | \$ 4,800.00   | 30                   | \$ 4,800.00   |                       | \$ -        | 30                   | \$ 4,800.00   | 100.0%   | \$ -                | \$ -      |
| 9    |      | REMOVE & REPLACE ASPHALT PAVEMENT SOUTHSIDE                               | 25  | SY  | \$ 125.00    | \$ 3,125.00   | 25                   | \$ 3,125.00   |                       | \$ -        | 25                   | \$ 3,125.00   | 100.0%   | \$ -                | \$ -      |
| 10   |      | INSTALL SHEET PILE TIDE RETENTAIN BARRIER                                 | 50  | LF  | \$ 854.00    | \$ 42,700.00  | 50                   | \$ 42,700.00  |                       | \$ -        | 50                   | \$ 42,700.00  | 100.0%   | \$ -                | \$ -      |
| 11   |      | REMOVE CONCRET FIBER FORM CONCRETE                                        | 475 | SY  | \$ 24.50     | \$ 11,637.50  | 475                  | \$ 11,637.50  |                       | \$ -        | 475                  | \$ 11,637.50  | 100.0%   | \$ -                | \$ -      |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14

From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

| SEC. |      | BID ITEMS TO BE CONSTRUCTED                                              |        |      |              | Prior Work Completed |           | Completed This Period |           | Total Work Completed |           |                   | Balance To Complete |            |           |
|------|------|--------------------------------------------------------------------------|--------|------|--------------|----------------------|-----------|-----------------------|-----------|----------------------|-----------|-------------------|---------------------|------------|-----------|
| Item | 1025 |                                                                          | Qty    |      | Unit         | Total                | Prior Qty | Prior Work            | Unit's    | Completed            | Total     | Total             | %                   | Balance To |           |
| No.  | REF. | Description of Item                                                      | Bid    | U/M  | Cost         | Cost                 | Installed | Completed             | Installed | This Period          | Installed | Completed         | Complete            | Complete   | Retainage |
| 12   |      | REPLACE FIBER FORM DITCH PAVEMENT                                        | 475    | SY   | \$ 116.00    | \$ 55,100.00         | 475       | \$ 55,100.00          |           | \$ -                 | 475       | \$ 55,100.00      | 100.0%              | \$ -       | \$ -      |
| 13   |      | REMOVE EXISTING 24" CI SEWER MAIN                                        | 105    | LF   | \$ 235.00    | \$ 24,675.00         | 105       | \$ 24,675.00          |           | \$ -                 | 105       | \$ 24,675.00      | 100.0%              | \$ -       | \$ -      |
| 14   |      | CONNECT TO EXISTING 24" SEWER MAIN WITH COUPLING AND CONCRETE ENCASEMENT | 2      | EA   | \$ 27,500.00 | \$ 55,000.00         | 2         | \$ 55,000.00          |           | \$ -                 | 2         | \$ 55,000.00      | 100.0%              | \$ -       | \$ -      |
| 15   |      | 24" PVC DR26 GRAVITY SEWER - 14-16" DEEP                                 | 105    | LF   | \$ 1,945.00  | \$ 204,225.00        | 105       | \$ 204,225.00         |           | \$ -                 | 105       | \$ 204,225.00     | 100.0%              | \$ -       | \$ -      |
| 16   |      | 30" .5 WALL STEEL CASING                                                 | 40     | LF   | \$ 945.00    | \$ 37,800.00         | 40        | \$ 37,800.00          |           | \$ -                 | 40        | \$ 37,800.00      | 100.0%              | \$ -       | \$ -      |
| 17   |      | 24X30" CASING SPACERS PT TIMBERS                                         | 2      | EA   | \$ 1,065.00  | \$ 2,130.00          | 2         | \$ 2,130.00           |           | \$ -                 | 2         | \$ 2,130.00       | 100.0%              | \$ -       | \$ -      |
| 18   |      | 24X30" CASING END SEAL                                                   | 2      | EA   | \$ 1,150.00  | \$ 2,300.00          | 2         | \$ 2,300.00           |           | \$ -                 | 2         | \$ 2,300.00       | 100.0%              | \$ -       | \$ -      |
| 19   |      | 2" CASING POLY VENT IN METER BOX                                         | 1      | EA   | \$ 2,062.00  | \$ 2,062.00          | 1         | \$ 2,062.00           |           | \$ -                 | 1         | \$ 2,062.00       | 100.0%              | \$ -       | \$ -      |
| 20   |      | SODDING                                                                  | 750    | SY   | \$ 7.25      | \$ 5,437.50          | 750       | \$ 5,437.50           |           | \$ -                 | 750       | \$ 5,437.50       | 100.0%              | \$ -       | \$ -      |
| 21   |      | SEED & MULCHING                                                          | 1,500  | SY   | \$ 0.95      | \$ 1,425.00          | 1,500     | \$ 1,425.00           |           | \$ -                 | 1,500     | \$ 1,425.00       | 100.0%              | \$ -       | \$ -      |
| 22   |      | MESSAGE BOARDS & TRAFFIC ARROW BOARDS                                    | 40     | Days | \$ 45.00     | \$ 1,800.00          | 40        | \$ 1,800.00           |           | \$ -                 | 40        | \$ 1,800.00       | 100.0%              | \$ -       | \$ -      |
|      |      | CHANGE ORDER 3 TOTAL                                                     |        |      |              | \$ 637,669.00        |           | \$ 637,669.00         |           | \$ -                 |           | \$ 637,669.00     | 100.0%              | \$ -       | \$ -      |
|      |      | CHANGE ORDER 3-A OTHER ITEMS                                             |        |      |              |                      |           |                       |           |                      |           |                   |                     |            |           |
| 1    |      | 16X4 VERTICAL TOP ON 16" FORCE MAIN                                      | 1      | EA   | \$ 10,725.00 | \$ 10,725.00         | 1         | \$ 10,725.00          |           | \$ -                 | 1         | \$ 10,725.00      | 100.0%              | \$ -       | \$ -      |
| 2    |      | 24X4 VERTICAL TOP ON 24" EFF MAIN                                        | 1      | EA   | \$ 11,950.00 | \$ 11,950.00         | 1         | \$ 11,950.00          |           | \$ -                 | 1         | \$ 11,950.00      | 100.0%              | \$ -       | \$ -      |
| 3    |      | 12-9-2022 CAP EXISTING 4" WM STA 11+65                                   | 1      | HR   | \$ 885.00    | \$ 885.00            | 1         | \$ 885.00             |           | \$ -                 | 1         | \$ 885.00         | 100.0%              | \$ -       | \$ -      |
| 4    |      | 12-21-2022 RELOCATE EXISTING FIBER OPTIC LINE 7TH AVE                    | 4      | HR   | \$ 825.00    | \$ 3,300.00          | 4         | \$ 3,300.00           |           | \$ -                 | 4         | \$ 3,300.00       | 100.0%              | \$ -       | \$ -      |
| 5    |      | 01-05-2023 8" B CROSSING W/ 8" 45 BEND                                   | 4      | EA   | \$ 878.57    | \$ 3,514.28          | 4         | \$ 3,514.28           |           | \$ -                 | 4         | \$ 3,514.28       | 100.0%              | \$ -       | \$ -      |
| 6    |      | 01-12-2023 RELOCATE 2 UTILITY'S STA 27+61 10TH ST                        | 4      | HR   | \$ 728.00    | \$ 2,548.00          | 3,500     | \$ 2,548.00           |           | \$ -                 | 4         | \$ 2,548.00       | 100.0%              | \$ -       | \$ -      |
| 7    |      | 01-13-2023 ADD 6" 22.5 BENDS                                             | 2      | EA   | \$ 659.05    | \$ 1,318.10          | 2         | \$ 1,318.10           |           | \$ -                 | 2         | \$ 1,318.10       | 100.0%              | \$ -       | \$ -      |
| 8    |      | 01-05-2023 INSTALL FILL DIRT OVER 30" CLAY PIPE                          | 3      | HR   | \$ 990.00    | \$ 2,475.00          | 3         | \$ 2,475.00           |           | \$ -                 | 3         | \$ 2,475.00       | 100.0%              | \$ -       | \$ -      |
|      |      | SEWAGE FORCE MAIN (TREATED EFFLUENT) ITEMS                               |        |      |              |                      |           |                       |           |                      |           |                   |                     |            |           |
| 9    |      | REMOVE 24" FM BELOW GRADE (TREATED                                       | -1,500 | LF   | \$ 107.97    | \$ (161,955.00)      | -1,500    | \$ (161,955.00)       |           | \$ -                 | -1,500    | \$ (161,955.00)   | 100.0%              | \$ -       | \$ -      |
| 10   |      | 24" PVC (DR18) FM (TREATED EFFLUENT)                                     | -1,460 | LF   | \$ 508.63    | \$ (742,599.80)      | -1,460    | \$ (742,599.80)       |           | \$ -                 | -1,460    | \$ (742,599.80)   | 100.0%              | \$ -       | \$ -      |
| 11   |      | 24" GATE VALVE W/ BOX & COVER                                            | -4     | EA   | \$ 33,394.71 | \$ (133,578.84)      | -4        | \$ (133,578.84)       |           | \$ -                 | -4        | \$ (133,578.84)   | 100.0%              | \$ -       | \$ -      |
| 12   |      | 24" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                           | -12    | EA   | \$ 5,554.70  | \$ (66,656.40)       | -12       | \$ (66,656.40)        |           | \$ -                 | -12       | \$ (66,656.40)    | 100.0%              | \$ -       | \$ -      |
| 13   |      | 24" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                             | -8     | EA   | \$ 5,382.82  | \$ (43,062.56)       | -8        | \$ (43,062.56)        |           | \$ -                 | -8        | \$ (43,062.56)    | 100.0%              | \$ -       | \$ -      |
| 14   |      | CORROSION COUPON (24" TREATED EFFLUENT)                                  | -1     | EA   | \$ 5,000.00  | \$ (5,000.00)        | -1        | \$ (5,000.00)         |           | \$ -                 | -1        | \$ (5,000.00)     | 100.0%              | \$ -       | \$ -      |
| 15   |      | 24" SLEEVE AND CONNECTION                                                | -2     | EA   | \$ 15,823.57 | \$ (31,647.14)       | -2        | \$ (31,647.14)        |           | \$ -                 | -2        | \$ (31,647.14)    | 100.0%              | \$ -       | \$ -      |
|      |      | SUBTOTAL                                                                 |        |      |              | \$ (1,184,499.74)    |           | \$ (1,184,499.74)     |           | \$ -                 |           | \$ (1,184,499.74) | 100.0%              | \$ -       | \$ -      |
|      |      | SEWER SYSTEM REVISION UPSIZE MAIN                                        |        |      |              |                      |           |                       |           |                      |           |                   |                     |            |           |
| 15   |      | CONNECT NEW 10" GS TO EXIST. MANHOLE                                     | 1      | LS   | \$ 7,555.00  | \$ 7,555.00          | 1         | \$ 7,555.00           |           | \$ -                 | 1         | \$ 7,555.00       | 100.0%              | \$ -       | \$ -      |
| 16   |      | 10" PVC (SDR26) GS (8'-10' DEPTH)                                        | 236    | LF   | \$ 231.00    | \$ 54,516.00         | 236       | \$ 54,516.00          |           | \$ -                 | 236       | \$ 54,516.00      | 100.0%              | \$ -       | \$ -      |
| 17   |      | REMOVE 8" GRAVITY SEWER BELOW GRADE                                      | 28     | LF   | \$ 32.78     | \$ 917.84            | 28        | \$ 917.84             |           | \$ -                 | 28        | \$ 917.84         | 100.0%              | \$ -       | \$ -      |
| 18   |      | 6" SERVICE INCLUDING CONNECTION AT 10" PVC                               | 2      | EA   | \$ 3,645.00  | \$ 7,290.00          | 2         | \$ 7,290.00           |           | \$ -                 | 2         | \$ 7,290.00       | 100.0%              | \$ -       | \$ -      |
| 19   |      | 6" SERVICE INCLUDING CONNECTION AT 8" PVC                                | 4      | EA   | \$ 3,405.00  | \$ 13,620.00         | 4         | \$ 13,620.00          |           | \$ -                 | 4         | \$ 13,620.00      | 100.0%              | \$ -       | \$ -      |



**Quantities for Project Payment  
( Attachment to Application for Project Payment )**

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

*FINAL*

| SEC.     |           | BID ITEMS TO BE CONSTRUCTED                                                                               |         |          |                        | Prior Work Completed |                        | Completed This Period |                       | Total Work Completed |                        |               | Balance To Complete |             |
|----------|-----------|-----------------------------------------------------------------------------------------------------------|---------|----------|------------------------|----------------------|------------------------|-----------------------|-----------------------|----------------------|------------------------|---------------|---------------------|-------------|
| Item No. | 1025 REF. | Description of Item                                                                                       | Qty Bid | Unit U/M | Total Cost             | Prior Qty Installed  | Prior Work Completed   | Unit's Installed      | Completed This Period | Total Installed      | Total Completed        | % Complete    | Balance To Complete | Retainage   |
| 20       |           | ADD 8" BOOT FOR SEWER PLANT STUBOUT                                                                       | 1       | EA       | \$ 1,787.00            | 1                    | \$ 1,787.00            |                       | \$ -                  | 1                    | \$ 1,787.00            | 100.0%        | \$ -                | \$ -        |
| 21       |           | CORE EXISTING MANHOLE FOR 10" PIPE                                                                        | 2       | EA       | \$ 4,375.00            | 2                    | \$ 8,750.00            |                       | \$ -                  | 2                    | \$ 8,750.00            | 100.0%        | \$ -                | \$ -        |
| 22       |           | DELETE 8" GRAVITY SEWER 8-10'                                                                             | -196    | LF       | \$ 205.00              | -196                 | \$ (40,180.00)         |                       | \$ -                  | -196                 | \$ (40,180.00)         | 100.0%        | \$ -                | \$ -        |
| 23       |           | REMOVE 24" FM BELOW GRADE (TREATED                                                                        | 40      | LF       | \$ 107.97              | 40                   | \$ 4,318.80            |                       | \$ -                  | 40                   | \$ 4,318.80            | 100.0%        | \$ -                | \$ -        |
| 24       |           | 24" PVC (DR18) FM (TREATED EFFLUENT)                                                                      | 40      | LF       | \$ 508.63              | 40                   | \$ 20,345.20           |                       | \$ -                  | 40                   | \$ 20,345.20           | 100.0%        | \$ -                | \$ -        |
| 25       |           | 24" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                                                              | 4       | EA       | \$ 5,382.82            | 4                    | \$ 21,531.28           |                       | \$ -                  | 4                    | \$ 21,531.28           | 100.0%        | \$ -                | \$ -        |
| 26       |           | CONCRETE THURST COLLOR RESTRAINT                                                                          | 2       | EA       | \$ 4,575.00            | 2                    | \$ 9,150.00            |                       | \$ -                  | 2                    | \$ 9,150.00            | 100.0%        | \$ -                | \$ -        |
| 27       |           | 24" SLEEVE AND CONNECTION                                                                                 | 2       | EA       | \$ 15,823.57           | 2                    | \$ 31,647.14           |                       | \$ -                  | 2                    | \$ 31,647.14           | 100.0%        | \$ -                | \$ -        |
|          |           | <b>SUBTOTAL</b>                                                                                           |         |          | <b>\$ 141,248.26</b>   |                      | <b>\$ 141,248.26</b>   |                       | <b>\$ -</b>           |                      | <b>\$ 141,248.26</b>   | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
|          |           | 16" FORCE MAIN REMOVAL AND REPLACEMENT                                                                    |         |          |                        |                      |                        |                       |                       |                      |                        |               |                     |             |
| 28       |           | REMOVE 16" FM BELOW GRADE (TREATED                                                                        | 1,840   | LF       | \$ 75.45               | 1,840                | \$ 138,828.00          |                       | \$ -                  | 1,840                | \$ 138,828.00          | 100.0%        | \$ -                | \$ -        |
| 29       |           | 16" PVC (DR18) FM (SEWAGRE FORCE MAIN)                                                                    | 1,840   | LF       | \$ 430.00              | 1,840                | \$ 791,200.00          |                       | \$ -                  | 1,840                | \$ 791,200.00          | 100.0%        | \$ -                | \$ -        |
| 30       |           | 16X16 DI MJ TEE W/ JOINT RESTRAINTS                                                                       | 3       | EA       | \$ 8,656.00            | 3                    | \$ 25,968.00           |                       | \$ -                  | 3                    | \$ 25,968.00           | 100.0%        | \$ -                | \$ -        |
| 31       |           | 16" BELL RESTRAINT                                                                                        | 95      | EA       | \$ 970.00              | 95                   | \$ 92,150.00           |                       | \$ -                  | 95                   | \$ 92,150.00           | 100.0%        | \$ -                | \$ -        |
| 32       |           | 16" 90 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                                                              | 1       | EA       | \$ 5,932.00            |                      | \$ -                   | 1                     | \$ 5,932.00           | 1                    | \$ 5,932.00            | 100.0%        | \$ -                | \$ -        |
| 33       |           | 16" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                                                              | 16      | EA       | \$ 5,447.00            | 4                    | \$ 21,788.00           | 12                    | \$ 65,364.00          | 16                   | \$ 87,152.00           | 100.0%        | \$ -                | \$ -        |
| 34       |           | 16" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                                                            | 6       | EA       | \$ 5,447.00            | 1                    | \$ 5,447.00            | 5                     | \$ 27,235.00          | 6                    | \$ 32,682.00           | 100.0%        | \$ -                | \$ -        |
| 35       |           | 16X16" TAPPING SLEEVE & VALVE W/ RESTRAINTS                                                               | 2       | EA       | \$ 30,519.00           | 2                    | \$ 61,038.00           |                       | \$ -                  | 2                    | \$ 61,038.00           | 100.0%        | \$ -                | \$ -        |
| 36       |           | 16" CAP W/ RESTRAINTS                                                                                     | 3       | EA       | \$ 2,845.00            | 3                    | \$ 8,535.00            |                       | \$ -                  | 3                    | \$ 8,535.00            | 100.0%        | \$ -                | \$ -        |
| 37       |           | 16" GATE VALVE W/ BOX & COVER W/ RESTRAINTS                                                               | 4       | EA       | \$ 16,750.10           | 4                    | \$ 67,000.40           |                       | \$ -                  | 4                    | \$ 67,000.40           | 100.0%        | \$ -                | \$ -        |
| 38       |           | 2" ARV                                                                                                    | 1       | EA       | \$ 16,305.00           |                      | \$ -                   | 1                     | \$ 16,305.00          | 1                    | \$ 16,305.00           | 100.0%        | \$ -                | \$ -        |
| 39       |           | 16" CAP AND ABANDON SYSTEM                                                                                | 2       | EA       | \$ 14,445.00           | 2                    | \$ 28,890.00           |                       | \$ -                  | 2                    | \$ 28,890.00           | 100.0%        | \$ -                | \$ -        |
|          |           | <b>SUBTOTAL</b>                                                                                           |         |          | <b>\$ 1,355,680.40</b> |                      | <b>\$ 1,240,844.40</b> |                       | <b>\$ 114,836.00</b>  |                      | <b>\$ 1,355,680.40</b> | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
| 40       |           | 02-06-2023 LABOR TO EXPLORE CONFLICTS WITH                                                                | 5       | HRS      | \$ 728.50              | 5                    | \$ 3,642.50            |                       | \$ -                  | 5                    | \$ 3,642.50            | 100.0%        | \$ -                | \$ -        |
| 41       |           | 02-07-2023 EXCAVATED FOOTERS FOR CONCRETE THURST TIE B                                                    | 6       | HRS      | \$ 728.50              | 6                    | \$ 4,371.00            |                       | \$ -                  | 6                    | \$ 4,371.00            | 100.0%        | \$ -                | \$ -        |
| 42       |           | 02-08-2023 INSTALLED MATERIALS FOR THURST BLOCKS                                                          | 5       | HRS      | \$ 989.00              | 5                    | \$ 4,945.00            |                       | \$ -                  | 5                    | \$ 4,945.00            | 100.0%        | \$ -                | \$ -        |
| 43       |           | 02-09-2023 FINISHED INSTALLING MATERIALS FOR TIE BACKS                                                    | 2       | HRS      | \$ 989.00              | 2                    | \$ 1,978.00            |                       | \$ -                  | 2                    | \$ 1,978.00            | 100.0%        | \$ -                | \$ -        |
| 44       |           | 02-10-2023 REMOVE THURST BLOCK FROM 14" FM                                                                | 1       | HRS      | \$ 989.00              | 1                    | \$ 989.00              |                       | \$ -                  | 1                    | \$ 989.00              | 100.0%        | \$ -                | \$ -        |
| 45       |           | 02-10-2023 INSTALLED RESTRAINTS ON 6" WM                                                                  | 1       | HRS      | \$ 1,356.00            | 1                    | \$ 1,356.00            |                       | \$ -                  | 1                    | \$ 1,356.00            | 100.0%        | \$ -                | \$ -        |
|          |           | <b>CHANGE ORDER 3-A TOTAL</b>                                                                             |         |          | <b>\$ 366,425.80</b>   |                      | <b>\$ 251,589.80</b>   |                       | <b>\$ 114,836.00</b>  |                      | <b>\$ 366,425.80</b>   | <b>100.0%</b> | <b>\$ -</b>         | <b>\$ -</b> |
|          |           | <b>CHANGE ORDER 5</b>                                                                                     |         |          |                        |                      |                        |                       |                       |                      |                        |               |                     |             |
| 1        |           | RECLEAN 24" PIPE LINE AFTER REMOVAL & REPLACEMENT OF CAST IRON SEWER MAIN AND SYSTEM AFTER FIRST CLEANING | 1,173   | LF       | \$ 10.25               | 1,173                | \$ 12,023.25           |                       | \$ -                  | 1,173                | \$ 12,023.25           | 100.0%        | \$ -                | \$ -        |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

*FINAL*

| SEC. |      | BID ITEMS TO BE CONSTRUCTED                      |     |     |              | Prior Work Completed |           | Completed This Period |           | Total Work Completed |           |               | Balance To Complete |            |           |
|------|------|--------------------------------------------------|-----|-----|--------------|----------------------|-----------|-----------------------|-----------|----------------------|-----------|---------------|---------------------|------------|-----------|
| Item | 1025 |                                                  | Qty |     | Unit         | Total                | Prior Qty | Prior Work            | Unit's    | Completed            | Total     | Total         | %                   | Balance To |           |
| No.  | REF. | Description of Item                              | Bid | U/M | Cost         | Cost                 | Installed | Completed             | Installed | This Period          | Installed | Completed     | Complete            | Complete   | Retainage |
| 2    |      | ADDITIONAL 24" CCP LINER REQUIRED BY COJB        | 183 | LF  | \$ 198.00    | \$ 36,234.00         | 183       | \$ 36,234.00          |           | \$ -                 | 183       | \$ 36,234.00  | 100.0%              | \$ -       | \$ -      |
| 3    |      | GC MARKUP & PROFIT                               | 1   | LS  | \$ 4,825.73  | \$ 4,825.73          | 1         | \$ 4,825.73           |           | \$ -                 | 1         | \$ 4,825.73   | 100.0%              | \$ -       | \$ -      |
|      |      | CHANGE ORDER 5 TOTAL                             |     |     |              | \$ 53,082.98         |           | \$ 53,082.98          |           | \$ -                 |           | \$ 53,082.98  | 100.0%              | \$ -       | \$ -      |
|      |      | CHANGE ORDER 4 - VARIOUS OTHER ITEMS             |     |     |              |                      |           |                       |           |                      |           |               |                     |            |           |
| 1    |      | STA 26+00 SEWER                                  |     |     |              |                      |           |                       |           |                      |           |               |                     |            |           |
|      |      | TYPE A MANHOLE 6-8" DEEP                         | 1   | EA  | \$ 20,446.70 | \$ 20,446.70         | 1         | \$ 20,446.70          |           | \$ -                 | 1         | \$ 20,446.70  | 100.0%              | \$ -       | \$ -      |
|      |      | CUT IN AND INSTALL MH ON EXISTING 8" MAIN        | 1   | EA  | \$ 7,215.29  | \$ 7,215.29          | 1         | \$ 7,215.29           |           | \$ -                 | 1         | \$ 7,215.29   | 100.0%              | \$ -       | \$ -      |
|      |      | TYPE A MANHOLE 4-6" DEEP                         | 1   | EA  | \$ 14,739.35 | \$ 14,739.35         | 1         | \$ 14,739.35          |           | \$ -                 | 1         | \$ 14,739.35  | 100.0%              | \$ -       | \$ -      |
|      |      | 8" PVC SDR26 GS 6-8" DEPTH                       | 300 | LF  | \$ 205.00    | \$ 61,500.00         | 300       | \$ 61,500.00          |           | \$ -                 | 300       | \$ 61,500.00  | 100.0%              | \$ -       | \$ -      |
|      |      | 6" SERVICE INCLUDING CONNECTION AT 8" PVC        | 8   | EA  | \$ 3,543.15  | \$ 28,345.20         | 8         | \$ 28,345.20          |           | \$ -                 | 8         | \$ 28,345.20  | 100.0%              | \$ -       | \$ -      |
|      |      | ASPHALT CONCRETE, TYPE S-III 1" THICK            | 44  | SY  | \$ 15.41     | \$ 678.04            | 44        | \$ 678.04             |           | \$ -                 | 44        | \$ 678.04     | 100.0%              | \$ -       | \$ -      |
|      |      | 6" COMPACTED LIMEROCK OR CRUSHCRETE BASE         | 44  | SY  | \$ 26.32     | \$ 1,158.08          | 44        | \$ 1,158.08           |           | \$ -                 | 44        | \$ 1,158.08   | 100.0%              | \$ -       | \$ -      |
|      |      | 12" STABILIZED SUBGRADE                          | 44  | SY  | \$ 8.87      | \$ 390.28            | 44        | \$ 390.28             |           | \$ -                 | 44        | \$ 390.28     | 100.0%              | \$ -       | \$ -      |
|      |      | CONCRETE DRIVEWAY & PAVEMENT REMOVAL             | 20  | SY  | \$ 15.49     | \$ 309.80            | 20        | \$ 309.80             |           | \$ -                 | 20        | \$ 309.80     | 100.0%              | \$ -       | \$ -      |
|      |      | CURB & GUTTER REMOVAL                            | 30  | SY  | \$ 7.24      | \$ 217.20            | 30        | \$ 217.20             |           | \$ -                 | 30        | \$ 217.20     | 100.0%              | \$ -       | \$ -      |
|      |      | CURB & GUTTER (INCL. DROP, MEDIAN & TRANSITIONS) | 30  | LF  | \$ 27.65     | \$ 829.50            | 30        | \$ 829.50             |           | \$ -                 | 30        | \$ 829.50     | 100.0%              | \$ -       | \$ -      |
|      |      | 6" THICK CONCRETE DRIVEWAY & PARKING AREAS       | 20  | LF  | \$ 81.78     | \$ 1,635.60          | 20        | \$ 1,635.60           |           | \$ -                 | 20        | \$ 1,635.60   | 100.0%              | \$ -       | \$ -      |
|      |      | REMOVE & REINSTALL FENCE                         | 30  | SY  | \$ 41.94     | \$ 1,258.20          | 30        | \$ 1,258.20           |           | \$ -                 | 30        | \$ 1,258.20   | 100.0%              | \$ -       | \$ -      |
|      |      | CONCRETE DRIVEWAY & PAVEMENT REMOVAL             | 198 | SY  | \$ 15.60     | \$ 3,088.80          | 198       | \$ 3,088.80           |           | \$ -                 | 198       | \$ 3,088.80   | 100.0%              | \$ -       | \$ -      |
|      |      | 6" THICK CONCRETE DRIVEWAY & PARKING AREAS       | 198 | SY  | \$ 75.55     | \$ 14,958.90         | 198       | \$ 14,958.90          |           | \$ -                 | 198       | \$ 14,958.90  | 100.0%              | \$ -       | \$ -      |
|      |      | SAW CUT CONCRETE                                 | 100 | LF  | \$ 12.45     | \$ 1,245.00          | 100       | \$ 1,245.00           |           | \$ -                 | 100       | \$ 1,245.00   | 100.0%              | \$ -       | \$ -      |
|      |      | SUBTOTAL                                         |     |     |              | \$ 158,015.94        |           | \$ 158,015.94         |           | \$ -                 |           | \$ 158,015.94 | 100.0%              | \$ -       | \$ -      |
| 2    |      | 2-15-23 ADJUST EXIST FIBER PULL BOX              | 4   | EA  | \$ 2,192.86  | \$ 8,771.44          | 4         | \$ 8,771.44           |           | \$ -                 | 4         | \$ 8,771.44   | 100.0%              | \$ -       | \$ -      |
| 3    |      | 2-21-23 ADDED SEWER SERVICE STA. 24+25 10TH ST   | 1   | EA  | \$ 3,391.73  | \$ 3,391.73          | 1         | \$ 3,391.73           |           | \$ -                 | 1         | \$ 3,391.73   | 100.0%              | \$ -       | \$ -      |
| 4    |      | 2-23-23 ADDED SEWER SERVICE STA. 25+27 10TH ST   | 1   | EA  | \$ 3,391.73  | \$ 3,391.73          | 1         | \$ 3,391.73           |           | \$ -                 | 1         | \$ 3,391.73   | 100.0%              | \$ -       | \$ -      |
| 5    |      | 2-27-23 REPLACE 6" BOOT WITH 8" BOOT             | 3.5 | HRS | \$ 588.31    | \$ 2,059.09          | 4         | \$ 2,059.09           |           | \$ -                 | 4         | \$ 2,059.09   | 100.0%              | \$ -       | \$ -      |
| 6    |      | 3-1-23 ADDED SEWER SERVICE STA. 26+00 10TH W     | 1   | EA  | \$ 3,391.73  | \$ 3,391.73          | 1         | \$ 3,391.73           |           | \$ -                 | 1         | \$ 3,391.73   | 100.0%              | \$ -       | \$ -      |
| 7    |      | 3-1-23 ADDED SEWER SERVICE STA. 26+04 10TH E     | 1   | EA  | \$ 3,391.73  | \$ 3,391.73          | 1         | \$ 3,391.73           |           | \$ -                 | 1         | \$ 3,391.73   | 100.0%              | \$ -       | \$ -      |
| 8    |      | 3-1-23 ADDED SEWER SERVICE STA. 26+14 10TH W     | 1   | EA  | \$ 3,391.73  | \$ 3,391.73          | 1         | \$ 3,391.73           |           | \$ -                 | 1         | \$ 3,391.73   | 100.0%              | \$ -       | \$ -      |
| 9    |      | 3-2-23 ADDED SEWER SERVICE STA. 26+40 10TH W     | 1   | EA  | \$ 3,391.73  | \$ 3,391.73          | 1         | \$ 3,391.73           |           | \$ -                 | 1         | \$ 3,391.73   | 100.0%              | \$ -       | \$ -      |
| 10   |      | 4-12-23 DISSAMEBLE & REBUILD 24" B CROSSING 16"  | 5.5 | HRS | \$ 725.37    | \$ 3,989.54          | 6         | \$ 3,989.54           |           | \$ -                 | 6         | \$ 3,989.54   | 100.0%              | \$ -       | \$ -      |
| 11   |      | 4-25-23 LOWERED 2" CONDUIT 16" FOR CONCRETE      | 5   | HRS | \$ 725.37    | \$ 3,626.85          | 5         | \$ 3,626.85           |           | \$ -                 | 5         | \$ 3,626.85   | 100.0%              | \$ -       | \$ -      |
| 12   |      | 4-3-23 LOWER ATT CABLE STA 25+40 / 26+40 10TH ST | 7   | HRS | \$ 725.37    | \$ 5,077.59          | 7         | \$ 5,077.59           |           | \$ -                 | 7         | \$ 5,077.59   | 100.0%              | \$ -       | \$ -      |
| 13   |      | 4-25/26-23 REMOVED CONCRETE DUCTBANK             | 19  | HRS | \$ 725.37    | \$ 13,782.03         | 19        | \$ 13,782.03          |           | \$ -                 | 19        | \$ 13,782.03  | 100.0%              | \$ -       | \$ -      |
| 14   |      | 4-27-23 REMOVED CONCRETE ENCASED 8" WM           | 8   | HRS | \$ 725.38    | \$ 5,803.04          | 8         | \$ 5,803.04           |           | \$ -                 | 8         | \$ 5,803.04   | 100.0%              | \$ -       | \$ -      |
| 15   |      | 6-19-23 CLEARED PALM TREES PER COJB              | 2   | HRS | \$ 725.37    | \$ 1,450.74          | 2         | \$ 1,450.74           |           | \$ -                 | 2         | \$ 1,450.74   | 100.0%              | \$ -       | \$ -      |



**Quantities for Project Payment**  
( Attachment to Application for Project Payment )

Project Name: 10th St S Infrastructure Improvements Ph I  
Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14  
From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

FINAL

| SEC. |      | BID ITEMS TO BE CONSTRUCTED                                              |      |     |              |                 | Prior Work Completed |                 | Completed This Period |              | Total Work Completed |                 |          | Balance To Complete |           |
|------|------|--------------------------------------------------------------------------|------|-----|--------------|-----------------|----------------------|-----------------|-----------------------|--------------|----------------------|-----------------|----------|---------------------|-----------|
| Item | 1025 |                                                                          | Qty  |     | Unit         | Total           | Prior Qty            | Prior Work      | Unit's                | Completed    | Total                | Total           | %        | Balance To          |           |
| No.  | REF. | Description of Item                                                      | Bid  | U/M | Cost         | Cost            | Installed            | Completed       | Installed             | This Period  | Installed            | Completed       | Complete | Complete            | Retainage |
| 16   |      | 6-15-23 ADDED 1" SS WATER SERVICE STA 28+50                              | 1    | EA  | \$ 2,187.83  | \$ 2,187.83     | 1                    | \$ 2,187.83     |                       | \$ -         | 1                    | \$ 2,187.83     | 100.0%   | \$ -                | \$ -      |
| 17   |      | 6-14-23 ADDED 1" LS WATER SERVICE STA 29+50                              | 1    | EA  | \$ 2,187.83  | \$ 2,187.83     | 1                    | \$ 2,187.83     |                       | \$ -         | 1                    | \$ 2,187.83     | 100.0%   | \$ -                | \$ -      |
| 18   |      | 3-20-23 ADDED 2" LS WS STA 28+25                                         | 1    | EA  | \$ 4,745.09  | \$ 4,745.09     | 1                    | \$ 4,745.09     |                       | \$ -         | 1                    | \$ 4,745.09     | 100.0%   | \$ -                | \$ -      |
| 19   |      | 3-20-23 RELOCATED EXISTING 2" WATER METER                                | 1    | HRS | \$ 1,568.58  | \$ 1,568.58     | 1                    | \$ 1,568.58     |                       | \$ -         | 1                    | \$ 1,568.58     | 100.0%   | \$ -                | \$ -      |
| 20   |      | 6-13-23 SEWER SERVICE JETTING 704 10TH ST S                              | 1    | LS  | \$ 979.46    | \$ 979.46       | 1                    | \$ 979.46       |                       | \$ -         | 1                    | \$ 979.46       | 100.0%   | \$ -                | \$ -      |
| 21   |      | 6-22-23 REMOVED CONCRETE ENCASED 8" WM                                   | 6.5  | HRS | \$ 725.38    | \$ 4,714.97     | 7                    | \$ 4,714.97     |                       | \$ -         | 7                    | \$ 4,714.97     | 100.0%   | \$ -                | \$ -      |
| 22   |      | 6-15 to 28-23 LOCATE & EXCAVATE UNKNOWN                                  | 16.5 | HRS | \$ 725.37    | \$ 11,968.61    | 17                   | \$ 11,968.61    |                       | \$ -         | 17                   | \$ 11,968.61    | 100.0%   | \$ -                | \$ -      |
| 23   |      | ADDED NEW TYPE E INLET S-17 REVISED                                      | 1    | EA  | \$ 15,225.71 | \$ 15,225.71    | 1                    | \$ 15,225.71    |                       | \$ -         | 1                    | \$ 15,225.71    | 100.0%   | \$ -                | \$ -      |
|      |      | CHANGE ORDER 4 TOTAL                                                     |      |     |              | \$ 266,504.71   |                      | \$ 266,504.71   |                       | \$ -         |                      | \$ 266,504.71   | 100.0%   | \$ -                | \$ -      |
|      |      | CHANGE ORDER 7                                                           |      |     |              |                 |                      |                 |                       |              |                      |                 |          |                     |           |
| 1    |      | ADD 8X6 TAPPING SLEEVE & VALVE STA 10+80 5TH                             | 1    | EA  | \$ 11,675.80 | \$ 11,675.80    | 1                    | \$ 11,675.80    |                       | \$ -         | 1                    | \$ 11,675.80    | 100.0%   | \$ -                | \$ -      |
| 2    |      | ADD 8X8 TAPPING SLEEVE & VALVE STA 34+40 10TH                            | 1    | EA  | \$ 12,095.20 | \$ 12,095.20    | 1                    | \$ 12,095.20    |                       | \$ -         | 1                    | \$ 12,095.20    | 100.0%   | \$ -                | \$ -      |
| 3    |      | ADD 8X8 TEE                                                              | 1    | EA  | \$ 1,541.36  | \$ 1,541.36     | 1                    | \$ 1,541.36     |                       | \$ -         | 1                    | \$ 1,541.36     | 100.0%   | \$ -                | \$ -      |
| 4    |      | ADD 22.5 BEND                                                            | 2    | EA  | \$ 878.57    | \$ 1,757.14     | 2                    | \$ 1,757.14     |                       | \$ -         | 2                    | \$ 1,757.14     | 100.0%   | \$ -                | \$ -      |
| 5    |      | ADD 8" GVB                                                               | 1    | EA  | \$ 4,210.49  | \$ 4,210.49     | 1                    | \$ 4,210.49     |                       | \$ -         | 1                    | \$ 4,210.49     | 100.0%   | \$ -                | \$ -      |
| 6    |      | ADD 8X2 PLUG                                                             | 1    | EA  | \$ 655.45    | \$ 655.45       | 1                    | \$ 655.45       |                       | \$ -         | 1                    | \$ 655.45       | 100.0%   | \$ -                | \$ -      |
| 7    |      | ADD THRUST COLLAR                                                        | 1    | EA  | \$ 3,545.00  | \$ 3,545.00     | 1                    | \$ 3,545.00     |                       | \$ -         | 1                    | \$ 3,545.00     | 100.0%   | \$ -                | \$ -      |
| 8    |      | 7-6-23 LOWERED 2" CONDUIT 8" SEWER STA 33+85 10TH                        | 1    | HRS | \$ 718.50    | \$ 718.50       | 1                    | \$ 718.50       |                       | \$ -         | 1                    | \$ 718.50       | 100.0%   | \$ -                | \$ -      |
| 9    |      | 7-11-23 ADDED SEWER SERVICE STA 13+00 5TH W                              | 1    | LS  | \$ 3,551.67  | \$ 3,551.67     | 1                    | \$ 3,551.67     |                       | \$ -         | 1                    | \$ 3,551.67     | 100.0%   | \$ -                | \$ -      |
| 10   |      | 7-11-23 RELOCATE EXISTING CABLE STA 12+20 /                              | 4.5  | HRS | \$ 718.50    | \$ 3,233.25     | 5                    | \$ 3,233.25     |                       | \$ -         | 5                    | \$ 3,233.25     | 100.0%   | \$ -                | \$ -      |
| 11   |      | 7-12-23 RELOCATE EXISTING CABLE STA 12+20 /                              | 4    | HRS | \$ 718.50    | \$ 2,874.00     | 4                    | \$ 2,874.00     |                       | \$ -         | 4                    | \$ 2,874.00     | 100.0%   | \$ -                | \$ -      |
| 12   |      | 7-14-23 CONNECT EXISTING 15" SD TO S-19                                  | 9    | HRS | \$ 718.50    | \$ 6,466.50     | 9                    | \$ 6,466.50     |                       | \$ -         | 9                    | \$ 6,466.50     | 100.0%   | \$ -                | \$ -      |
| 13   |      | 7-19-23 RECORE MH 10 TO MATCH INVERTS 13+30                              | 2.5  | HRS | \$ 78.50     | \$ 196.25       | 3                    | \$ 196.25       |                       | \$ -         | 3                    | \$ 196.25       | 100.0%   | \$ -                | \$ -      |
| 14   |      | 7-27-23 ADDED SEWER SERVICE STA 34+55 10TH                               | 1    | LS  | \$ 3,551.67  | \$ 3,551.67     | 1                    | \$ 3,551.67     |                       | \$ -         | 1                    | \$ 3,551.67     | 100.0%   | \$ -                | \$ -      |
| 15   |      | 7-31-23 ADDED SEWER SERVICE STA 34+77 10TH                               | 2    | EA  | \$ 3,551.67  | \$ 7,103.34     | 2                    | \$ 7,103.34     |                       | \$ -         | 2                    | \$ 7,103.34     | 100.0%   | \$ -                | \$ -      |
| 16   |      | 7-31-23 ADDED SEWER SERVICE STA 35+03 10TH                               | 1    | EA  | \$ 3,551.67  | \$ 3,551.67     | 1                    | \$ 3,551.67     |                       | \$ -         | 1                    | \$ 3,551.67     | 100.0%   | \$ -                | \$ -      |
| 17   |      | 8-1-23 ADDED SEWER SERVICE STA 35+45 10TH                                | 2    | EA  | \$ 3,551.67  | \$ 7,103.34     | 2                    | \$ 7,103.34     |                       | \$ -         | 2                    | \$ 7,103.34     | 100.0%   | \$ -                | \$ -      |
| 18   |      | 8-2-23 MODIFY EXISTING MH 11 ADD SPETRASHIELD                            | 1    | LS  | \$ 9,985.00  | \$ 9,985.00     | 1                    | \$ 9,985.00     |                       | \$ -         | 1                    | \$ 9,985.00     | 100.0%   | \$ -                | \$ -      |
| 19   |      | 8-3-23 MODIFY PIPES AND MES SET C INLET 35+50                            | 9    | HRS | \$ 1,275.00  | \$ 11,475.00    | 9                    | \$ 11,475.00    |                       | \$ -         | 9                    | \$ 11,475.00    | 100.0%   | \$ -                | \$ -      |
| 20   |      | ADD MH AT ALLEYWAY 10TH AVE / 11TH AVE 6-8"                              | 1    | EA  | \$ 16,156.40 | \$ 16,156.40    | 1                    | \$ 16,156.40    |                       | \$ -         | 1                    | \$ 16,156.40    | 100.0%   | \$ -                | \$ -      |
| 21   |      | ADD MH AT ALLEYWAY 9TH / 10TH AVE 4-6"                                   | 2    | EA  | \$ 14,266.71 | \$ 28,533.42    | 2                    | \$ 28,533.42    |                       | \$ -         | 2                    | \$ 28,533.42    | 100.0%   | \$ -                | \$ -      |
| 22   |      | ADD MH AT ALLEYWAY 7TH / 8TH AVE 4-6"                                    | 1    | EA  | \$ 14,266.71 | \$ 14,266.71    | 1                    | \$ 14,266.71    |                       | \$ -         | 1                    | \$ 14,266.71    | 100.0%   | \$ -                | \$ -      |
| 23   |      | 8" HDPE (PIPE BURSTING) (CONTINGENCY)                                    | -332 | LF  | \$ 490.39    | \$ (162,809.48) | -332                 | \$ (162,809.48) |                       | \$ -         | -332                 | \$ (162,809.48) | 100.0%   | \$ -                | \$ -      |
| 24   |      | ADD CIPP LINER ALLEYWAY 11TH / 12TH AVE INCLUDES 5 SEWER SERVICE CUTOUTS | 370  | LF  | \$ 147.35    | \$ 54,519.50    |                      | \$ -            | 370                   | \$ 54,519.50 | 370                  | \$ 54,519.50    | 100.0%   | \$ -                | \$ -      |
| 25   |      | LABOR TO RELOCATE EXISTING UTILITIES IN ALLEYWAYS (CONTINGENCY)          | 35   | HRS | \$ 718.50    | \$ 25,147.50    | 35                   | \$ 25,147.50    |                       | \$ -         | 35                   | \$ 25,147.50    | 100.0%   | \$ -                | \$ -      |



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Contractor: United Brothers Development Inc.  
Address: 6924 Distribution Avenue South Jacksonville, Florida 32256  
Phone No: (904) 262-3227 Fax No: (904) 262-5505

COJB Purchase Order No.: 221213

Pay Request Number.: 14

From: October 1, 2023 To: January 31, 2024  
Bid No: 2122-09

| SEC.     | BID ITEMS TO BE CONSTRUCTED |      |                                                                              |      |      | Prior Work Completed |                     | Completed This Period |                  | Total Work Completed  |                 |                 | Balance To Complete |                     |           |
|----------|-----------------------------|------|------------------------------------------------------------------------------|------|------|----------------------|---------------------|-----------------------|------------------|-----------------------|-----------------|-----------------|---------------------|---------------------|-----------|
| Item No. | 1025                        | REF. | Description of Item                                                          | Qty  | Unit | Total Cost           | Prior Qty Installed | Prior Work Completed  | Unit's Installed | Completed This Period | Total Installed | Total Completed | % Complete          | Balance To Complete | Retainage |
|          |                             |      | CHANGE ORDER 7 TOTAL                                                         |      |      | \$ 71,104.68         |                     | \$ 16,585.18          |                  | \$ 54,519.50          |                 | \$ 71,104.68    | 100.0%              | \$ -                | \$ -      |
| 8        |                             |      | FINAL CHANGE ORDER ITEMS NOT LISTED                                          |      |      |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |                             |      | CASE X ASPHALT REPAIR 10TH ST-5TH TO 4TH AVENUE S                            | 398  | SY   | \$ 120.00            |                     | \$ -                  | 398              | \$ 47,760.00          | 398             | \$ 47,760.00    | 100.0%              | \$ -                | \$ -      |
|          |                             |      | WM 6" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                             | 7    | EA   | \$ 685.45            |                     | \$ -                  | 7                | \$ 4,798.15           | 7               | \$ 4,798.15     | 100.0%              | \$ -                | \$ -      |
|          |                             |      | WM 8" 22.5 DEGREE DI MJ BEND W/ JOINT RESTRAINTS                             | 2    | EA   | \$ 915.50            |                     | \$ -                  | 2                | \$ 1,831.00           | 2               | \$ 1,831.00     | 100.0%              | \$ -                | \$ -      |
|          |                             |      | REVERSE CIPP LINER ALLEYWAY 11TH / 12TH AVE INCLUDES 5 SEWER SERVICE CUTOUTS | -370 | LF   | \$ 147.35            |                     | \$ -                  | -370             | \$ (54,519.50)        | -370            | \$ (54,519.50)  |                     | \$ -                | \$ -      |
|          |                             |      | SUBTOTAL                                                                     |      |      | \$ (130.35)          |                     | \$ -                  |                  | \$ (130.35)           |                 | \$ (130.35)     |                     | \$ -                | \$ -      |
|          |                             |      | REVERSE CO4 ITEMS ON STA26+00 SEWER                                          |      |      |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |                             |      | STA 26+00 SEWER                                                              |      |      |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |                             |      | TYPE A MANHOLE 6-8" DEEP                                                     | -1   | EA   | \$ 20,446.70         |                     | \$ -                  | -1               | \$ (20,446.70)        | -1              | \$ (20,446.70)  |                     | \$ -                | \$ -      |
|          |                             |      | CUT IN AND INSTALL MH ON EXISTING 8" MAIN                                    | -1   | EA   | \$ 7,215.29          |                     | \$ -                  | -1               | \$ (7,215.29)         | -1              | \$ (7,215.29)   |                     | \$ -                | \$ -      |
|          |                             |      | TYPE A MANHOLE 4-6" DEEP                                                     | -1   | EA   | \$ 14,739.35         |                     | \$ -                  | -1               | \$ (14,739.35)        | -1              | \$ (14,739.35)  |                     | \$ -                | \$ -      |
|          |                             |      | 8" PVC SDR26 GS 6'-8" DEPTH                                                  | -300 | LF   | \$ 205.00            |                     | \$ -                  | -300             | \$ (61,500.00)        | -300            | \$ (61,500.00)  |                     | \$ -                | \$ -      |
|          |                             |      | 6" SERVICE INCLUDING CONNECTION AT 8" PVC SDR26                              | -8   | EA   | \$ 3,543.15          |                     | \$ -                  | -8               | \$ (28,345.20)        | -8              | \$ (28,345.20)  |                     | \$ -                | \$ -      |
|          |                             |      | ASPHALT CONCRETE, TYPE S-III 1" THICK                                        | -44  | SY   | \$ 15.41             |                     | \$ -                  | -44              | \$ (678.04)           | -44             | \$ (678.04)     |                     | \$ -                | \$ -      |
|          |                             |      | 6" COMPACTED LIMEROCK OR CRUSHCRETE BASE                                     | -44  | SY   | \$ 26.32             |                     | \$ -                  | -44              | \$ (1,158.08)         | -44             | \$ (1,158.08)   |                     | \$ -                | \$ -      |
|          |                             |      | 12" STABILIZED SUBGRADE                                                      | -44  | SY   | \$ 8.87              |                     | \$ -                  | -44              | \$ (390.28)           | -44             | \$ (390.28)     |                     | \$ -                | \$ -      |
|          |                             |      | CONCRETE DRIVEWAY & PAVEMENT REMOVAL                                         | -20  | SY   | \$ 15.49             |                     | \$ -                  | -20              | \$ (309.80)           | -20             | \$ (309.80)     |                     | \$ -                | \$ -      |
|          |                             |      | CURB & GUTTER REMOVAL                                                        | -30  | SY   | \$ 7.24              |                     | \$ -                  | -30              | \$ (217.20)           | -30             | \$ (217.20)     |                     | \$ -                | \$ -      |
|          |                             |      | CURB & GUTTER (INCL. DROP, MEDIAN & TRANSITIONS)                             | -30  | LF   | \$ 27.65             |                     | \$ -                  | -30              | \$ (829.50)           | -30             | \$ (829.50)     |                     | \$ -                | \$ -      |
|          |                             |      | 6" THICK CONCRETE DRIVEWAY & PARKING AREAS WITH F                            | -20  | LF   | \$ 81.78             |                     | \$ -                  | -20              | \$ (1,635.60)         | -20             | \$ (1,635.60)   |                     | \$ -                | \$ -      |
|          |                             |      | REMOVE & REINSTALL FENCE                                                     | -30  | SY   | \$ 41.94             |                     | \$ -                  | -30              | \$ (1,258.20)         | -30             | \$ (1,258.20)   |                     | \$ -                | \$ -      |
|          |                             |      | CONCRETE DRIVEWAY & PAVEMENT REMOVAL                                         | -198 | SY   | \$ 15.60             |                     | \$ -                  | -198             | \$ (3,088.80)         | -198            | \$ (3,088.80)   |                     | \$ -                | \$ -      |
|          |                             |      | 6" THICK CONCRETE DRIVEWAY & PARKING AREAS WITH F                            | -198 | SY   | \$ 75.55             |                     | \$ -                  | -198             | \$ (14,958.90)        | -198            | \$ (14,958.90)  |                     | \$ -                | \$ -      |
|          |                             |      | SAW CUT CONCRETE                                                             | -100 | LF   | \$ 12.45             |                     | \$ -                  | -100             | \$ (1,245.00)         | -100            | \$ (1,245.00)   |                     | \$ -                | \$ -      |
|          |                             |      | SUBTOTAL                                                                     |      |      | \$ (158,015.94)      |                     | \$ -                  |                  | \$ (158,015.94)       |                 | \$ (158,015.94) |                     | \$ -                | \$ -      |
|          |                             |      | CORRECT CO4 ITEMS STA 26+00 SEWER                                            |      |      |                      |                     |                       |                  |                       |                 |                 |                     |                     |           |
|          |                             |      | Type a Manhole 4-6" Deep                                                     | 1    | EA   | \$ 14,787.00         |                     | \$ -                  | 1                | \$ 14,787.00          | 1               | \$ 14,787.00    | 100.0%              | \$ -                | \$ -      |
|          |                             |      | Type a Manhole 6-8" Deep                                                     | 1    | EA   | \$ 20,513.00         |                     | \$ -                  | 1                | \$ 20,513.00          | 1               | \$ 20,513.00    | 100.0%              | \$ -                | \$ -      |
|          |                             |      | Cut in and Install MH on Existing 8" Main                                    | 1    | EA   | \$ 7,250.00          |                     | \$ -                  | 1                | \$ 7,250.00           | 1               | \$ 7,250.00     | 100.0%              | \$ -                | \$ -      |

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*FINAL*

| SEC.     |           | BID ITEMS TO BE CONSTRUCTED                           |         |     |              |                 | Prior Work Completed |                      | Completed This Period |                       | Total Work Completed |                 |            | Balance To Complete |           |
|----------|-----------|-------------------------------------------------------|---------|-----|--------------|-----------------|----------------------|----------------------|-----------------------|-----------------------|----------------------|-----------------|------------|---------------------|-----------|
| Item No. | 1025 REF. | Description of Item                                   | Qty Bid | U/M | Unit Cost    | Total Cost      | Prior Qty Installed  | Prior Work Completed | Unit's Installed      | Completed This Period | Total Installed      | Total Completed | % Complete | Balance To Complete | Retainage |
|          |           |                                                       |         |     |              |                 |                      |                      |                       |                       |                      |                 |            |                     |           |
|          |           | 8" PVC (SDR26) GS (6'-8" DEPTH)                       | 250     | LF  | \$ 206.00    | \$ 51,500.00    |                      | \$ -                 | 250                   | \$ 51,500.00          | 250                  | \$ 51,500.00    | 100.0%     | \$ -                | \$ -      |
|          |           | 6" SERVICE INCLUDING CONNECTION AT 8" PVC (SDR26)     | 3       | EA  | \$ 3,554.00  | \$ 10,662.00    |                      | \$ -                 | 3                     | \$ 10,662.00          | 3                    | \$ 10,662.00    | 100.0%     | \$ -                | \$ -      |
|          |           | ASPHALT CONCRETE, TYPE S-III(1" THICK)                | 44      | SY  | \$ 15.45     | \$ 679.80       |                      | \$ -                 | 44                    | \$ 679.80             | 44                   | \$ 679.80       | 100.0%     | \$ -                | \$ -      |
|          |           | 6" COMPACTED CRUSHCRETE BASE                          | 44      | SY  | \$ 26.39     | \$ 1,161.16     |                      | \$ -                 | 44                    | \$ 1,161.16           | 44                   | \$ 1,161.16     | 100.0%     | \$ -                | \$ -      |
|          |           | 12" STABILIZED SUBGRADE                               | 44      | SY  | \$ 9.00      | \$ 396.00       |                      | \$ -                 | 44                    | \$ 396.00             | 44                   | \$ 396.00       | 100.0%     | \$ -                | \$ -      |
|          |           | EXCAVATE AND REMOVE EXISTING 16" GROUT FILLED         | 8       | HRS | \$ 985.00    | \$ 7,880.00     |                      | \$ -                 | 8                     | \$ 7,880.00           | 8                    | \$ 7,880.00     | 100.0%     | \$ -                | \$ -      |
|          |           | 6" PVC (DR18) WM                                      | 210     | LF  | \$ 65.55     | \$ 13,765.50    |                      | \$ -                 | 210                   | \$ 13,765.50          | 210                  | \$ 13,765.50    | 100.0%     | \$ -                | \$ -      |
|          |           | 8" X 6" SS TAPPING SLEEVE & VALVE W/ JOINT RESTRAINTS | 1       | EA  | \$ 11,450.00 | \$ 11,450.00    |                      | \$ -                 | 1                     | \$ 11,450.00          | 1                    | \$ 11,450.00    | 100.0%     | \$ -                | \$ -      |
|          |           | 6" GATE VALVE W/ BOX & COVER                          | 1       | EA  | \$ 3,101.92  | \$ 3,101.92     |                      | \$ -                 | 1                     | \$ 3,101.92           | 1                    | \$ 3,101.92     | 100.0%     | \$ -                | \$ -      |
|          |           | 6" X 6" DI MJ TEE W/ JOINT RESTRAINTS                 | 1       | EA  | \$ 1,205.10  | \$ 1,205.10     |                      | \$ -                 | 1                     | \$ 1,205.10           | 1                    | \$ 1,205.10     | 100.0%     | \$ -                | \$ -      |
|          |           | 6" 45 DEGREE DI MJ BEND W/ JOINT RESTRAINTS           | 4       | EA  | \$ 659.05    | \$ 2,636.20     |                      | \$ -                 | 4                     | \$ 2,636.20           | 4                    | \$ 2,636.20     | 100.0%     | \$ -                | \$ -      |
|          |           | TRANSFER EXIST. 1" WATER SERVICE                      | 5       | EA  | \$ 2,310.17  | \$ 11,550.85    |                      | \$ -                 | 5                     | \$ 11,550.85          | 5                    | \$ 11,550.85    | 100.0%     | \$ -                | \$ -      |
|          |           | 1/2" TEMPORARY SAMPLE TAP                             | 2       | EA  | \$ 1,073.94  | \$ 2,147.88     |                      | \$ -                 | 2                     | \$ 2,147.88           | 2                    | \$ 2,147.88     | 100.0%     | \$ -                | \$ -      |
|          |           | CORROSION COUPON (6" WM)                              | 1       | EA  | \$ 1,250.00  | \$ 1,250.00     |                      | \$ -                 | 1                     | \$ 1,250.00           | 1                    | \$ 1,250.00     | 100.0%     | \$ -                | \$ -      |
|          |           | SUBTOTAL                                              |         |     |              | \$ 161,936.41   |                      | \$ -                 |                       | \$ 161,936.41         |                      | \$ 161,936.41   | 100.0%     | \$ -                | \$ -      |
|          |           | CHANGE ORDER 8 TOTAL                                  |         |     |              | \$ 3,790.12     |                      | \$ -                 |                       | \$ 3,790.12           |                      | \$ 3,790.12     | 100.0%     | \$ -                | \$ -      |
|          |           |                                                       |         |     |              |                 |                      |                      |                       |                       |                      |                 |            |                     |           |
|          |           | TOTAL COST OF CHANGE ORDERS                           |         |     |              | \$ 1,742,734.09 |                      | \$ 1,569,588.47      |                       | \$ 173,145.62         |                      | \$ 1,742,734.09 | 100.0%     | \$ -                | \$ -      |
|          |           |                                                       |         |     |              |                 |                      |                      |                       |                       |                      |                 |            |                     |           |
|          |           | TOTAL COST TO CONSTRUCT                               |         |     |              | \$ 8,197,573.72 |                      | \$ 8,032,223.56      |                       | \$ 417,211.82         |                      | \$ 8,449,435.38 | 103.1%     | \$ (251,861.66)     | \$ -      |



## Stored Material Recap Sheet

**Project: City of Jax Beach 10th St Infrastructure Improvements**

Pay Request No.: 14

COJB Project Code: 10STS1

COJB Purchase Order No.: 221213

[illegible]

By: Derek Dostie

Title: Project Manager

January 31, 2024

Subtotal: \$ -

Sales Tax: \$ -

Total: \$ -

Amounts Installed (with tax): \$ -

Amounts Delivered (with tax): \$ -

Sum: \$ -

### Calculation Check

Prior Stored Materials Total: \$ -

Total Net Change in Stored Materials: \$ -

| CITY COUNCIL AGENDA ITEM |                                                                              |
|--------------------------|------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                        |
| FROM:                    | Ashlie Gossett, CFO and<br>Allen Putnam, Director of Beaches Energy Services |
| DATE:                    | 04/10/2024                                                                   |
| SUBJECT:                 | Resolution No. 2173-2024 Revising Electric Rates for Beaches Energy Services |

#### BACKGROUND

Beaches Energy Services works diligently to maintain and rebuild our electric distribution system to improve customer service and reliability. Periodically, the operations and maintenance portion of our rates has been adjusted to reflect operating costs.

Following a recent internal rate review, staff is proposing to increase the non-fuel portion of the energy rate by \$3.52 per thousand kilowatt-hours to offset the increase in operating costs and planned capital improvements. At the same time, we will reduce the bulk power cost adjustment (BPCA) by \$5.35 per thousand kilowatt-hours, which will equal a net dollar decrease of \$1.83 per 1,000-kilowatt hours. BPCAs are handled administratively, and as such, are not addressed by this resolution.

The chart below shows the amount a residential customer will pay for 1,000 kilowatt-hours of electricity before and after the proposed change.

| Rate Component                         | <i>Before Change<br/>(current rates)</i> | <b>Effective 5/1/2024</b> | <b>Effective 6/1/2024</b> | <b>After Change<br/>(effective 8/1/24)</b> |
|----------------------------------------|------------------------------------------|---------------------------|---------------------------|--------------------------------------------|
| Residential Base Charge                | \$4.50                                   | \$4.50                    | \$4.50                    | \$4.50                                     |
| KWh Base Charge                        | \$87.72                                  | \$87.72                   | \$87.72                   | \$91.24                                    |
| Bulk Power Cost Adjustment             | \$41.09                                  | \$38.01                   | \$36.99                   | \$31.64                                    |
| <b>Total Rate Billed per 1,000 kwh</b> | <b>\$133.31</b>                          | <b>\$130.23</b>           | <b>\$129.21</b>           | <b>\$127.38</b>                            |

Beaches Energy still plans to conduct a full rate study after completing a comprehensive master plan. This process is expected to take more than a year.

#### FINANCIAL IMPACT

If approved, the revised electric rates will produce an average net reduction of \$1.83 per 1,000 kwh. Due to careful planning and favorable pricing from the City's power supplier, the monthly bill for an average residential customer has been reduced by 20%, or \$31.85, since May 2023.





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

REQUESTED ACTION

Adopt/Deny Resolution No. 2173-2024 revising electric rates for Beaches Energy Services

ATTACHMENTS

1. Resolution 2173-2024 Electric Rates redline

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2173-2024**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REVISE ELECTRIC RATES FOR BEACHES ENERGY SERVICES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach ("City") desires to establish electric rates, charges and fees for Beaches Energy Services by resolution.

**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.** That the schedule of fees, and charges for the electric utility previously established by Resolution No. ~~2040-2019-2149-2023~~ be revised as follows:

**A. Monthly Electric Rates.** The following schedule of rates and charges to be imposed, assessed and collected by the City for electric energy, facilities and services furnished by the City to its consumers, including the initial cut-in charges, deposit, line extension and other connection and service charges, is hereby adopted and established:

- 1) Residential service as defined in section 32-56 for the following:
  - a) *Character of service.* Alternating current; regulated frequency of sixty (60) cycles; delivered at approximately 120/240 volts, 3-wire, single-phase; or 3-phase, 4-wire service, as available and at the option of the City.
  - b) *Available.* In Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley and other territories served by the City.
  - c) *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the following rate in subsection d.
  - d) *Rate per month:*
    - i) Customer service charge ...\$ 4.50
    - ii) Energy charge (all kWh), per kWh ...~~\$0.08772~~\$0.09124
  - e) *Minimum monthly bill.* A minimum monthly electric bill shall be rendered to each consumer whose application has been approved for residential service for an amount equal to the customer service charge.
  - f) Bulk Power Cost Base (BPCB). Those power related costs that are embedded within the base rate stated in cost per kilowatt-hour.
  - g) Bulk Power Cost Adjustment (BPCA). The amount per kilowatt hour by which the rate billed for consumption of electrical energy increases or decreases the Bulk Power Cost Base rate in order to recover the actual cost of the bulk power supply of electricity to the City as approved by the City Manager.

- h) Bulk Power Cost True-Up (BPCT). The difference between the bulk power cost actually incurred (BPC) and the bulk power cost recovered through the bulk power cost base (BPCB) and the bulk power cost adjustment (BPCA).
  - i) Rate Stabilization Account (RSA). Extraordinary power cost recoveries, other than routine wholesale true-ups, may be deposited into or withdrawn from a Rate Stabilization Account to be used to offset sudden and temporary changes in the cost of power. The City may retain unusual or extraordinary power cost recoveries in excess of amounts transferred to the rate stabilization account at its discretion but can only use these moneys for items which are directly related to the electric utility.
  - j) Calculation of BPCA. The bulk power cost adjustment is the difference between the bulk power costs and the bulk power cost base (all stated in cost per kilowatt hour) as determined periodically. The formula for the calculation of the bulk power cost adjustment per kilowatt hour is calculated as follows:  $(BPC + BPCT + RSA) / \text{kilowatt hours sold} - BPCB = BPCA \text{ per kilowatt hour}$ .
- 2) General service non-demand service as defined in section 32-56 for the following:
- a) *Character of service*. Alternating current; regulated frequency of sixty (60) cycles, delivered at approximately 120/240 volts, 3-wire, single-phase; 4-wire, 3- phase, 240 or 208 volts, as available, and at the option of the City.
  - b) *Available*. In Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley and other territories served by the City.
  - c) *Monthly meter reading*. All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the rate in subsection d.
  - d) *Rate per month*:
    - i) Customer service charge ...\$ 6.00
    - ii) Energy charge (all kWh), per kWh ...~~\$0.08772~~\$0.09124
  - e) *Minimum monthly bill*. A minimum monthly electric bill shall be rendered to each consumer whose application has been approved for general service non-demand service for an amount equal to the customer service charge.
  - f) Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
  - g) Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
  - h) Bulk Power Cost True-Up (BPCT). See Section 1.A.1.h.
  - i) Rate Stabilization Account (RSA). See Section 1.A.1.i.
  - j) Calculation of BPCA. See Section 1.A.1.j. Limitations applicable to all classes of service: Auxiliary and standby service or resale of electric energy delivered by the City shall not be permitted except by written consent expressly authorized by the City Council.
- 3) General service demand as defined in section 32-56 for the following:
- a) *Character of service*. AC, 60 cycles, single or 3-phase, 120/208 volts and above as required and as available.
  - b) *Available*. Within the service area of the electric utility of the City.
  - c) *Monthly meter reading*. All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the following rate in subsection d.
  - d) *Rate per month*: The charge per month shall consist of the total of the demand, energy, and customer service charge as follows:
    - i) Customer service charge . . . \$16.25
    - ii) Demand charge (all kWh), per kW . . . \$8.50
    - iii) Energy charge (all kWh), per kWh ...~~\$0.07273~~\$0.07563
  - e) *Minimum bill*. The minimum bill shall be equal to the customer service charge.

- f) *High load factor credit.* The monthly per kW demand credit to those general service demand customers whose annual load factor is as follows:

TABLE INSET:

| Load Factor         | Monthly Demand Credit        |
|---------------------|------------------------------|
| 75 percent & higher | \$2.00 per kW demand charged |
| 70 to 74 percent    | \$1.50 per kW demand charged |
| 65 to 69 percent    | \$1.00 per kW demand charged |
| 60 to 64 percent    | \$0.50 per kW demand charged |

The load factor will be established after the initial twelve (12) months of service for new customers and the previous twelve (12) months for existing customers. Existing demand customers' load factor will be reviewed and recalculated annually.

- g) Bulk Power Cost Base (BPCB). See Section 1.A.1.f.  
h) Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.  
i) Bulk Power Cost True-Up (BPCT). See Section 1.A.1.h.  
j) Rate Stabilization Account (RSA). See Section 1.A.1.i.  
k) Calculation of BPCA. See Section 1.A.1.j.  
l) Should the customer demonstrate that the future metered demand is expected to be reduced below the fifty (50) kW thresholds then the customer's account may be reclassified to either residential or general service, as applicable, at the option of the City.
- 4) Outdoor lighting services.Rental lights. Outdoor lightsRental lights will be furnished on sites approved by the City electric department, including installation, maintenance, replacement when necessary, and electrical energy consumed, including a rate schedule as provided by City resolution.

## **B. Installation charges.**

- 1) *Underground installation charges.* Jacksonville Beach and other service areas: Underground residential installation, single-phase, 240-volt, 125-ampere, up to and including 200 ampere service class:
- a) Initial charge for new installation in this class...\$400.00
  - b) Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00
  - c) Service replacement as the result of additional demand:
    - i) Customer may at his/her option obtain the services of a licensed electrician to install necessary wiring from meter to the termination point designated by the City. Charge for initial cut-in when complete service is installed by an electrical contractor...\$20.00
    - ii) Customer may request that his/her service be increased to a maximum 200-ampere single-phase class for residential use. Charge for this service performed by the City ...\$200.00
  - d) Temporary service charge...\$20.00
  - e) All underground services other than residential 125-ampere through 200- ampere single-phase must be installed by a licensed electrician from meter to the termination point designated by the City.



- f) Underground service laterals. All underground service laterals to be installed by the utility shall be installed in a conduit provided at owner expense, size, and quantity to be determined by the utility.
- 2) *Overhead installation charges.* Jacksonville Beach and other service areas: Overhead installation charge when permitted, single-phase, 240-volt, up to and including 200- ampere class:
  - a) Initial charge for new installation in this class ...\$50.00
  - b) Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00
  - c) Temporary service charge ...\$20.00
- 3) *Overhead installations over two hundred amperes.* Jacksonville Beach and other service areas: Overhead installation, when permitted, other than single-phase or in excess of 200- ampere class:
  - a) Initial installation charge shall be the estimated actual cost of such service as determined by the electrical utility.
  - b) Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00
  - c) Temporary service: Temporary service charge shall be the estimated actual cost of such service as determined by the electric utility.
  - d) Service replacements as the result of additional demand: Installation charge shall be the estimated actual cost of such service as determined by the electric utility.
- 4) *City and other service areas.* Available to customers having a three-phase demand meter and providing for customer's access to meter real time energy and demand values. Initial charge for installation of a KYZ contact assembly...\$170.00

**C. Fuel adjustment and rates for service outside limits.**

- 1) Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
- 2) Bulk Power Cost Adjustment (BPCA). See Section 1. A.1.g.
- 3) Bulk Power Cost True-Up (BPC1). See Section 1.A.1.h.
- 4) Rate Stabilization Account (RSA). See Section 1.A.1.i.
- 5) Calculation of BPCA. See Section 1.A.1.j.
- 6) Rates for service outside limits. The rates to be charged and collected by the city for electric energy furnished by the City to customers outside of its corporate limits shall be such as are fixed by the City, to be applicable within certain designated areas, or upon a schedule adopted for such specific extensions as may be constructed by the City or by contract with any person taking electric energy from the City through their own or through the City's distribution system.

**D. Testing of meters; payment of costs; special readings.**

Upon written notice a meter will be tested by the City and in the event the meter when tested is found to be not more than two (2) percent fast, the expense of the test shall be paid by the customer at a cost of ten dollars (\$10.00); otherwise, the expense of the test will be borne by the City and billing adjustments for a period not to exceed six (6) months will be made. Special meter readings requested by the customer will be made upon application and upon payment of ten dollars (\$10.00) to the City.

**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 August 1, 2024.

**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:                    | Trevor Hughes, Chief of Parks Maintenance and Development                                       |
| DATE:                    | 04/02/2024                                                                                      |
| SUBJECT:                 | Resolution No. 2175-2024 Honorary Street Name Designations for Fallen Wartime Military Veterans |

### BACKGROUND

The Parks and Recreation Department has received three applications for approval through the Honorary Street Name Designation Program, specifically for Fallen Wartime Military Veteran status. These nominees were all residents of Jacksonville Beach who lost their lives while serving during official periods of armed conflict.

The following are the nominations for Honorary Street Name Designations:

- Specialist 5 Jimmie Keith - 9th Ave N/22nd St. N (Parallel to 9th Ave N)
- Private First Class William L. Robinson - 8th Ave S/9th St S (Parallel to 9th St. S)
- Private First Class Clarence E. Hurst - Pablo Ave/4th St N (Parallel to Pablo Ave)

Each application has met the necessary documentation criteria to support the applicant's request. Furthermore, the desired locations for each honorary street name are feasible and have been approved by the Public Works department and the City Manager has determined it is appropriate for the City Council to consider each application at this time.

### FINANCIAL IMPACT

None. Each applicant will supply the street signs, and the \$400 application fee per applicant will be waived per the policy.

### REQUESTED ACTION

Adopt/Deny Resolution No. 2175-2024 approving the honorary street name designation applications for Fallen Wartime Military Veterans and Honorees Keith, Robinson, and Hurst

### ATTACHMENTS

1. Keith Application
2. Robinson Application
3. Hurst Application
4. Honor Packet
5. May 2024 Memorial Day Celebration Flyer
6. Resolution No. 2175-2024

*City of Jacksonville Beach*

*Application for Fallen Wartime Military Veteran (FWMV) Street Name Designation*

*The City of Jacksonville Beach wishes to recognize, and honor selected Fallen Wartime Military Veterans for their sacrifice to our country and our community by adding their names to existing street signs in town.*

*I am nominating a Fallen Wartime Military Veteran:*

*Name of Veteran: Jimmie E. Keith*

*Armed Conflict (see below) Vietnam War DD 214 Attached Y or N*

*Military Branch: United States Army*

*Dates of military service: Jan 15, 1967 – Aug 8, 1969*

*Military Rank: Specialist 5*

*Veteran's address last known Jacksonville Beach address: 2120 9<sup>th</sup> Ave N.*

*Please submit a brief narrative that describes the veteran's wartime service. Include all relevant information such as their rank, notable achievements, and specific medals or awards.*

Spc5 Jimmie E. Keith of 2120 9th Ave. N., Jacksonville Beach, enlisted in the U.S. Army in 1967 and was stationed in Germany for a year before receiving his orders for Vietnam in the summer of 1968. A quarry specialist with a combat engineer battalion in Binh Dinh Province, Specialist 5 Keith completed a 12-month tour of duty with Army's 73rd Engineer Company before extending his overseas tour for another 90 days. On Aug. 8, 1969, approximately a month before returning to the U.S., Specialist Keith lost his balance while working on a rock crusher and was fatally injured. He was only 21 years old. His remains are buried in Warren Smith Cemetery

Spc5 Jimmie E. Keith's awards/commendations

- ★ Bronze Star
- ★ Army Good Conduct Medal
- ★ National Defense Service Medal
- ★ Vietnam Campaign Medal



- ★ Vietnam Service Medal with one bronze service star
- ★ Army Presidential Unit Citation
- ★ Vietnam Gallantry Cross
- ★ Military Merit Medal (highest decoration bestowed to enlisted personnel by the Republic of Vietnam)

Jimmie is honored on the Vietnam Veteran's Memorial Wall in Washington DC.  
Panel 20w, Line 113.

*Person/Group nominating the wartime veteran: Name: Lenny Jevic*

*Relationship to Veteran: Beaches Veterans Memorial Park Historian*

*Full Address: 239 Seminole Road, Atlantic Beach, Florida 32233*

*Home Phone: 904-662-0062*

*Cellphone 904-662-0062*

*Work Phone: N/A*

*E-mail address: oscmj@comcast.net*

*Armed Conflict: Official periods of armed conflict and current uniform period of service dates include:*

- *World War II, the period beginning December 7, 1941, through September 30, 1945*
- *Korean Conflict, the period beginning June 27, 1950, through July 31, 1953*
- *Vietnam Conflict, the period beginning August 5, 1965, through May 7, 1975.*
- *Operation Desert Storm War, the period beginning August 2, 1990, through January 2, 1992.*
- *Afghanistan Conflict period beginning October 2001, through present day*
- *Gulf War Conflicts period beginning March 2003 through present day*

*Documentary proof of a candidate's service should accompany the Nomination Form.*

*Proof may come in a variety of forms but should be verifiable without requiring an excessive amount of staff time.*

*The DD Form 214 (Report of Separation) is the City's' preferred documentation for military candidates. Before January 1, 1950, several similar forms were used by the military services, including the WD AGO 53, WD AGO 55, WD AGO 53-55, NAVPERS 553, NAVMC 78PD, and the NAVCG 553. \* \* \* \* \**



*City of Jacksonville Beach*

*Application for Fallen Wartime Military Veteran (FWMV) Street Name Designation*

*The City of Jacksonville Beach wishes to recognize, and honor selected Fallen Wartime Military Veterans for their sacrifice to our country and our community by adding their names to existing street signs in town.*

*I am nominating a Fallen Wartime Military Veteran:*

*Name of Veteran:* William L. Robinson “Lester”

*Armed Conflict (see below)* Korean War      *DD 214 Attached*   *Y*   or   *N*

*Military Branch:* United States Army

*Dates of military service:* Dec 29, 1948 – August 10, 1950

*Military Rank:* Private First Class

*Veteran’s address last known Jacksonville Beach address:* 915 8<sup>th</sup> Ave S

*Please submit a brief narrative that describes the veteran’s wartime service. Include all relevant information such as their rank, notable achievements, and specific medals or awards.*

Pfc. William Lester Robinson of the U.S. Army’s 2nd Infantry Division, 9th Infantry Regiment, was the first Korean War casualty from the Jacksonville Beaches. A resident of Jacksonville Beach, Robinson grew up in Mayport and dropped out of Fletcher High to join the U.S. Army in 1948. In June 1950, he was stationed at Fort Lewis, Washington, when President Harry S. Truman authorized the use of American ground forces in South Korea.

A heavy weapons infantryman who manned a 30-caliber machine gun, Pfc. Robinson, 19 years old, was mortally wounded on Aug. 10, 1950. During a strong counterattack by the enemy on Company D's positions, four enemy soldiers penetrated the defensive lines and engaged two members of the company at close quarters. Observing this, Private Robinson, with complete indifference for his personal safety, left the security of his foxhole and dashed to the assistance of his hard pressed comrades. Engaging the enemy in hand-to-hand combat he killed two of them and enabled his comrades to kill the other two. In this gallant action, Private Robinson sustained mortal wounds. The intrepidity and selflessness of Private Robinson in sacrificing his life for his comrades provides a lasting tribute

to himself and to the Infantry and are in keeping with the highest ideals of military service. For his gallantry in action, Pfc. Robinson received the Silver Star Medal (posthumously) and the Purple Heart. He had only been in Korea for 7 days prior to his death.

Pfc. William Lester Robinson awards/commendations

- ★ Silver Star
- ★ Purple Heart
- ★ Combat Infantryman Badge
- ★ Marksmanship Badge
- ★ Korean Service Medal
- ★ National Defense Service Medal
- ★ Republic of Korea Presidential Citation
- ★ Republic of Korea War Service Medal
- ★ United Nations Service Medal
- ★ Army Presidential Unit Citation
- ★ Army Good Conduct Medal

His remains were returned to his hometown and buried at Warren Smith Cemetery in Jacksonville Beach.

*Person/Group nominating the wartime veteran: Name: Lenny Jevic*

*Relationship to Veteran: Beaches Veterans Memorial Park Historian*

*Full Address: 239 Seminole Road, Atlantic Beach, Florida 32233*

*Home Phone: 904-662-0062*

*Cellphone 904-662-0062*

*Work Phone: N/A*

*E-mail address: oscmj@comcast.net*

*Armed Conflict: Official periods of armed conflict and current uniform period of service dates include:*

- *World War II, the period beginning December 7, 1941, through September 30, 1945*
- *Korean Conflict, the period beginning June 27, 1950, through July 31, 1953*
- *Vietnam Conflict, the period beginning August 5, 1965, through May 7, 1975.*



- *Operation Desert Storm War, the period beginning August 2, 1990, through January 2, 1992.*
- *Afghanistan Conflict period beginning October 2001, through present day*
- *Gulf War Conflicts period beginning March 2003 through present day*

*Documentary proof of a candidate's service should accompany the Nomination Form.*

*Proof may come in a variety of forms but should be verifiable without requiring an excessive amount of staff time.*

*The DD Form 214 (Report of Separation) is the City's' preferred documentation for military candidates. Before January 1, 1950, several similar forms were used by the military services, including the WD AGO 53, WD AGO 55, WD AGO 53-55, NAVPERS 553, NAVMC 78PD, and the NAVCG 553. \* \* \* \* \**

*City of Jacksonville Beach*

*Application for Fallen Wartime Military Veteran (FWMV) Street Name Designation*

*The City of Jacksonville Beach wishes to recognize and honor the selected Fallen Wartime Military Veteran for their sacrifice to our country and our community by adding their names to existing street signs in town.*

*I am nominating a Fallen Wartime Military Veteran:*

*Name of Veteran:* Clarence E. Hurst

*Armed Conflict (see below)* World War II DD 214 Attached ~~Y~~ or N

*Military Branch:* United States Marine Corps

*Dates of military service:* July 1941 – May 11, 1945

*Military Rank:* Private First Class

*Veteran's address last known Jacksonville Beach address:* 330 Pablo Ave

*Please submit a brief narrative that describes the veteran's wartime service. Include all relevant information such as their rank, notable achievements, and specific medals or awards.*

Clarence E. Hurst, the son of Mike and Arlie Maistros of 330 Pablo Ave., Jacksonville Beach, enlisted in the U.S. Marine Corps in July 1941.

He was a member of the Marine Corps detachment aboard the USS Wasp when the aircraft carrier was torpedoed in the southwest Pacific on Sept. 15, 1942. In December 1943, Pfc. Hurst, an automatic rifleman with the 1st Marine Regiment, participated in the attack and capture of the Cape Gloucester airfields in New Britain as part of the Bismark Archipelago Campaign.

On May 11, 1945, while serving as an ammo tech during the Battle of Okinawa, he was severely wounded in action, incurring 3rd degree burns to his entire body. He was medically evacuated to the USS Bottineau, where he succumbed to his wounds without regaining consciousness.

His remains were initially interred at the 1st Marine Division Cemetery on Okinawa and reinterred at Warren Smith Cemetery in 1948.

### PFC Clarence E. Hurst's commendations

- ★ Purple Heart
- ★ Asiatic-Pacific Campaign Medal with one gold star
- ★ American Defense Service Medal
- ★ World War II Victory Medal

PFC Clarence E. Hurst is honored on the World War II Monument in Jacksonville Beach.

---

*Person/Group nominating the wartime veteran: Name: Lenny Jevic*

*Relationship to Veteran: Beaches Veterans Memorial Park Historian*

*Full Address: 239 Seminole Road, Atlantic Beach, Florida 32233*

*Home Phone: 904-662-0062*

*Cellphone 904-662-0062*

*Work Phone: N/A*

*E-mail address: oscmj@comcast.net*

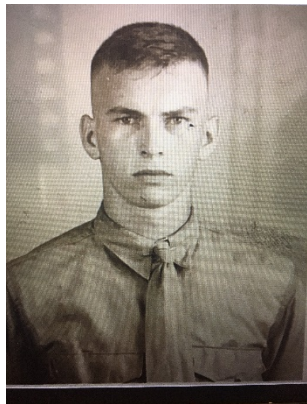
*Armed Conflict: Official periods of armed conflict and current uniform period of service dates include:*

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- *Korean Conflict, the period beginning June 27, 1950, through July 31, 1953*
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*Proof may come in a variety of forms but should be verifiable without requiring an excessive amount of staff time.*

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## Jacksonville Beach Fallen Wartime Veterans



### Vietnam War

SPC5 Jimmie E. Keith  
US Army (Top Right)



### Korean War

PFC. William L. Robinson "Lester"  
US Army (Bottom Left)



### World War II

PFC Clarence E. Hurst –  
US Marines (Top Left)



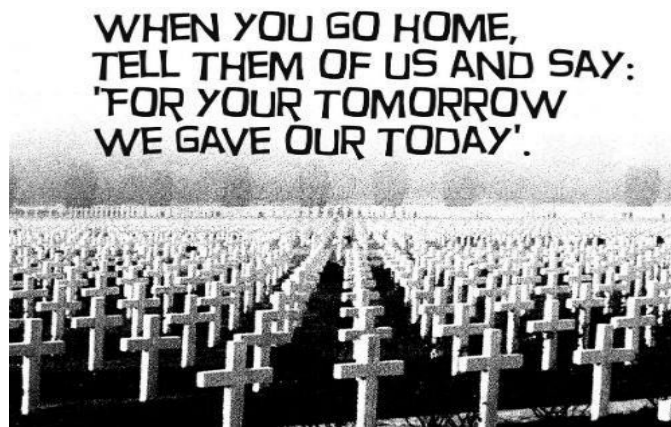




## **Jacksonville Beach Fallen Heroes**

This information package is for three Jacksonville Beach Fallen Wartime Veterans/Heroes who are nominated for Memorial Day 2024 "Signs of Honor". This information packet includes a summary of who they were and the sacrifices they made for our community and country.

We ask you to remember each of them because they called Jacksonville Beach their home. They lived, worked, and played on the streets of Jacksonville Beach, they walked to school with their best friends and shared dreams of what they wanted to do for the summer and in life. Their dreams were endless but none of those dreams were ever fulfilled..... because the course of history altered them.



As we approach Memorial Day 2024, we salute, honor and vow to always remember our fallen Jacksonville Beach heroes; Pfc. Clarence E. Hurst, USMC; Pfc. William Lester

Robinson, USA; and SPC5 Jimmie E. Keith, USA as well as all the fallen veterans who have died defending our country's freedom! ~*Lenny Jevic, BVMP Historian*

## World War II

### **Pfc. Clarence E. Hurst, USMC**

Clarence E. Hurst, the son of Mike and Arlie Maistros of 330 Pablo Ave., Jacksonville Beach, enlisted in the U.S. Marine Corps in July 1941.

He was a member of the Marine Corps detachment aboard the USS Wasp when the aircraft carrier was torpedoed and sunk in the southwest Pacific on Sept. 15, 1942.

In December 1943, Pfc. Hurst, an automatic rifleman with the 1st Marine Regiment, participated in the attack and capture of the Cape Gloucester airfields in New Britain as part of the Bismark Archipelago Campaign.

On May 11, 1945, while serving as an ammo tech during the Battle of Okinawa, he was severely wounded in action, incurring 3rd degree burns to his entire body. He was medically evacuated to the USS Bottineau, where he succumbed to his wounds without regaining consciousness.

His remains were initially interred at the 1st Marine Division Cemetery on Okinawa and reinterred at Warren Smith Cemetery in 1948. He was a member of Greater Beaches VFW Post 3270.

#### Pfc. Clarence E. Hurst's commendations:

- ★ Purple Heart
- ★ Asiatic-Pacific Campaign Medal with one gold star
- ★ American Defense Service Medal
- ★ World War II Victory Medal

Sign of Honor Sponsor: Greater Beaches VFW 3270, Bill Pugh, Commander

Location of Sign of Honor: Pablo Ave/4<sup>th</sup> St (parallel with Pablo Ave)

## Pvt. C. E. Hurst Fatally Wounded In South Pacific

Mrs. Mike Maistros of 230 Pablo Avenue, Jacksonville Beach, received a message this week from the War Department that her son, Pvt. Clarence Edward Hurst of the Marine Corps has been killed in action in the South Pacific.

Private Hurst, 23, had been in the South Pacific for the past two years and previously served in the European area. He enlisted before Pearl Harbor.

He was among survivors of the Aircraft Carrier Wasp, torpedoed in the southwest Pacific on September 15, 1942. Later he was inducted into Greater Beaches Post 3270, Veterans of Foreign Wars.

He is survived by his step-father and mother, Mr. and Mrs. Mike Maistros of Jacksonville Beach; his grandmother, Mrs. M. C. Sweat of Lake City; five aunts, Mrs. L. E. House of Jacksonville, Mrs. W. A. Davis of Clewiston, Mrs. A. B. Moody of Lake City, Mrs. W. Wilmot of White Springs and Mrs. J. Hines, of Akron, Ohio; two uncles, William Sweat of White Springs and Dr. A. C. Sweat, U. S. Coast Guard, serving overseas.



Clarence E. Hurst headstone, H. Warren Smith Cemetery, Jacksonville Beach, FL  
His Epitaph reads:

*He gave his all for country and our lord, for you and me,  
for those as yet unborn for freedom and for liberty.  
I pray he gained his final goal with God the Lord of All.  
Mother*

Refs:

~Find a Grave.com  
~Beaches Leader  
~Beaches Museum  
~Ancestry.com  
~Johnny Woodhouse, Military Historian

\*\*\*\*\*

## Korean War

### **Pfc. William L. “Lester” Robinson, US Army**

Pfc. William L. Robinson of the U.S. Army’s 2nd Infantry Division, 9th Infantry Regiment, was the first Korean War casualty from the Jacksonville Beaches. A resident of Jacksonville Beach, Robinson grew up in Mayport and dropped out of Fletcher High School to join the U.S. Army in 1948.

In June 1950, he was stationed at Fort Lewis, Washington, when President Harry S. Truman authorized the use of American ground forces in South Korea.

A heavy weapons infantryman who manned a 30-caliber machine gun, Pfc. Robinson, 19 years old, was mortally wounded on Aug. 10, 1950.

During a strong counterattack by the enemy on Company D's positions, four enemy soldiers penetrated the defensive lines and engaged two members of the company at close quarters.

Observing this, Robinson, with complete indifference for his personal safety, left the security of his foxhole and dashed to the assistance of his hard-pressed comrades. Engaging the enemy in hand-to-hand combat he killed two of them and enabled his comrades to kill the other two.

In this gallant action, Pfc. Robinson sustained mortal wounds. The intrepidity and selflessness of Pfc. Robinson in sacrificing his life for his comrades provides a lasting tribute to himself and to the Infantry and are in keeping with the highest ideals of military service.

For his gallantry in action, Pfc. Robinson received the Silver Star Medal (posthumously) and the Purple Heart. He had only been in Korea for 7 days prior to his death.

#### Pfc. William L. Robinson awards/commendations

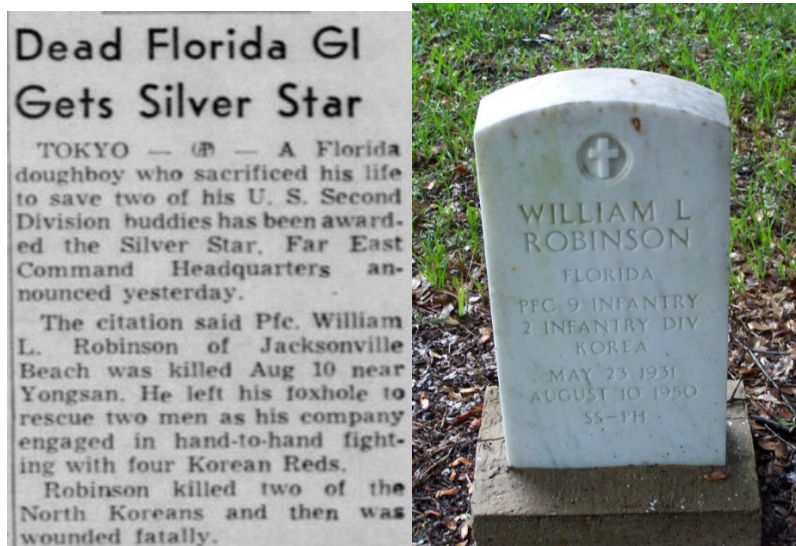
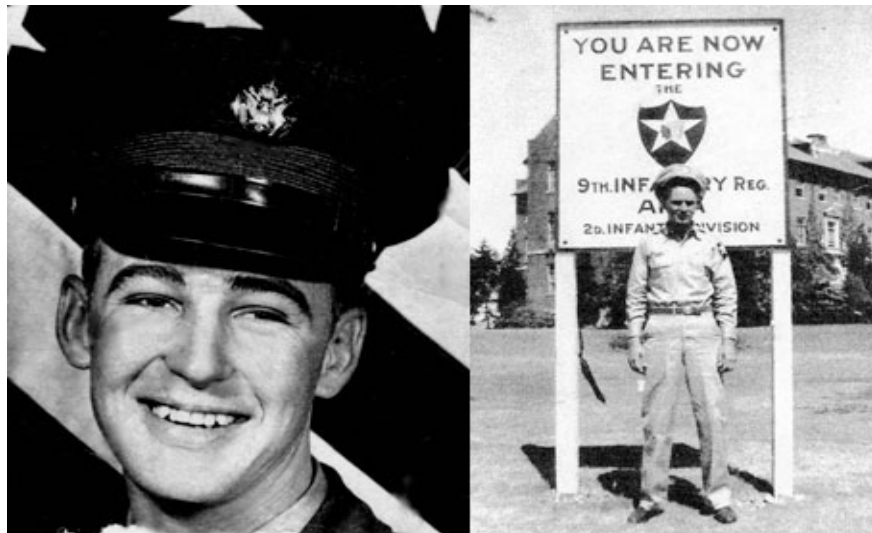
- ★ Silver Star
- ★ Purple Heart
- ★ Combat Infantryman Badge
- ★ Marksmanship Badge
- ★ Korean Service Medal
- ★ National Defense Service Medal
- ★ Republic of Korea Presidential Citation



- ★ Republic of Korea War Service Medal
- ★ United Nations Service Medal
- ★ Army Presidential Unit Citation
- ★ Army Good Conduct Medal

His remains were returned to his hometown and buried at Warren Smith Cemetery in Jacksonville Beach. He was a member of Greater Beaches VFW Post 3270.

Sign of Honor Sponsor: Greater Beaches VFW 3270, Bill Pugh, Commander  
 Location of Sign of Honor: 8th Ave S/9th St S (Parallel with 9th St. S)



Refs:

*~Patricia Robinson – Aunt*

*~Find a Grave Website*

*~Beaches Leader*

*~Beaches Museum*

*~Ancestry.com*

*~Johnny Woodhouse, Military Historian*

\*\*\*\*\*

## **Vietnam War**

SPC5 Jimmie E. Keith of 2120 9th Ave. N., Jacksonville Beach, enlisted in the U.S. Army in 1967 and was stationed in Germany for a year before receiving his orders for Vietnam in the summer of 1968. A quarry specialist with a combat engineer battalion in Binh Dinh Province, Specialist 5 Keith completed a 12-month tour of duty with Army's 73rd Engineer Company before extending his overseas tour for another 90 days.

On Aug. 8, 1969, approximately one month before returning to the U.S., Specialist Keith lost his balance while working on a rock crusher and was fatally injured. He was only 21 years old.

His remains are buried in H. Warren Smith Cemetery.

### Spc5 Jimmie E. Keith's awards/commendations

- ★ Bronze Star
- ★ Army Good Conduct Medal
- ★ National Defense Service Medal
- ★ Vietnam Campaign Medal
- ★ Vietnam Service Medal with one bronze service star
- ★ Army Presidential Unit Citation
- ★ Vietnam Gallantry Cross
- ★ Military Merit Medal (highest decoration bestowed to enlisted personnel by the Republic of Vietnam)

Keith is honored on the Vietnam Veteran's Memorial Wall in Washington DC.  
Panel 20w, Line 113.

Sign of Honor Sponsor: The Jean Ribault Chapter, NSDAR

Location of Sign of Honor: 9th Ave N/22nd St. N (Parallel with 9th Ave N)



REFS:

~Johnny Woodhouse, Military Historian

~Pat Boatwright & Shirley Smith – SPC5 Jimmie Keith's Gold Star Sisters

~Beaches Leader

~Beaches Museum

~Find a Grave.com

~Ancestry.com

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**Special Thanks**

~Many thanks to Johnny Woodhouse for sharing his amazing stories which he wrote for all of us in the Beaches Leader and for keeping the memories of our local veterans who paid the ultimate sacrifice alive and never to be forgotten. Johnny's stories helped inspire me to undertake this project!

~Thanks for the utmost support from the Beaches Veterans Memorial Park committee, American Legion Posts 316 & 129, American Legion Auxiliary Units 316 & 129, Greater Beaches VFW Post 3270, Jean Ribault Chapter, NSDAR.

~Many thanks to the Gold Star Family Members who shared stories of their loved ones with me. We will never forget the sacrifices these families have made. A debt we can never repay! You all are forever in our hearts!

~Thanks to Operations Manager, John Graham, and his creative team of professionals at Florida TransCor for partnering with me to develop these beautiful honor street signs.

~Thank you to Mayor Hoffman and City Councilmembers of Jacksonville Beach; Mayor Brown and City Council members of Neptune Beach, and Mayor Ford and City Commission members of Atlantic Beach for supporting the Beaches Signs of Honor Project along with their continued support of our local veterans, past and present.





## **BEACHES MEMORIAL DAY CEREMONY**

**May 27, 2024 @ 9:00AM**

**At**

**Beaches Veterans Memorial Park  
1 W 1st Street, Atlantic Beach, FL 32233**

### **REMEMBER AND HONOR**

**The Fallen Men and Women Of all the Wars and Conflicts**

*Hosted by*

***Beaches Veterans Memorial Park, Inc.***

<https://beachesveteransmemorialpark.org/>

**Guest Speaker – Rory Diamond, Judge Advocate  
General (JAG) Officer for the National Guard & US  
Army and City Councilman District 13**

**Member Organization Members are: American Legion Post  
129; American Legion Post 316; Veterans of Foreign Wars  
Post 3270; Fleet Reserve Association Branch 290; Naval  
Order of the United States**

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2175-2024**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING APPLICATIONS AND HONORARY STREET NAME DESIGNATION SIGN LOCATIONS FOR FALLEN WARTIME MILITARY VETERANS UNDER THE HONORARY STREET SIGN DESIGNATION POLICY; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on May 3, 2021, the City Council adopted the amended Honorary Street Name Designation Policy to include certain provisions for Fallen Wartime Military Veterans; and

**WHEREAS**, honorary street name designations shall reflect recognition of Honorees or Fallen Wartime Military Veterans only and are given on a case-by-case basis, solely as determined by City Council by majority vote and resolution; and

**WHEREAS**, the Parks and Recreation Department has received three applications nominating Fallen Wartime Military Veterans for honorary street name designations. Each nominee once lived in Jacksonville Beach and was a veteran killed in action during official periods of armed conflict; and

**WHEREAS**, the Parks and Recreation Department and Public Works Department have reviewed each application to ensure sufficient documentation exists to substantiate the applicant's requests, and that the locations desired for the honorary street name designations are feasible; and

**WHEREAS**, the City Council finds that approving the applications received to date serves legitimate public purposes.

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

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

**SECTION 2. Approval of Applications and Authorization for Sign Installation.** The City Council hereby approves the applications for honorary street name designations and sign locations and authorizes the Public Works Department to install the signs for the following Fallen Wartime Military Veterans:

- Specialist 5 Jimmie Keith - 9th Ave N/22nd St. N (Parallel to 9th Ave N)
- Private First-Class William L. Robinson - 8th Ave S/9th St S (Parallel to 9th St. S)
- Private First-Class Clarence E. Hurst - Pablo Ave/4th St N (Parallel to Pablo Ave)

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

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

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

**AUTHENTICATED** this \_\_\_\_ day of \_\_\_\_\_, 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:                    | 05/07/2024                                                                                                  |
| SUBJECT:                 | Ordinance No. 2024-8214 Transmittting the 2050 Comprehensive Plan to the State Agencies for Official Review |

### BACKGROUND

In 2022, the City began the process of updating the 2030 Comprehensive Plan and outdated Land Development Code to follow on the progress made in creating organizational Core Values, and a city-wide Vision, Mission, and Strategic Plan. The staff have been working with a project team from Kimley-Horn as a consultant to the project. The project started with the development of a project website ([www.cojbupdate.com](http://www.cojbupdate.com)) that was designed to provide documents and resources, post meeting information, and to collect input from stakeholders. In the fall/winter of 2022, staff and the consultant team hosted a series of five stakeholder workshops focused on collecting input from citizens, businesses, city board members, City Council, and staff. The workshops were well attended, and in addition to the information collected at the workshops, the consultant collected feedback from stakeholder submissions through the project website.

In 2023, the project team analyzed and organized all the information collected at the stakeholder workshops and began the process of developing recommendations for changes to the Comprehensive Plan and Land Development Code. A series of topic specific workshops were held with the City Council that focused on the parking standards, zoning standards, and supplemental standards sections of the Land Development Code. Updated future land use and zoning maps were completed and posted to the project website as well. A second round of stakeholder workshops was held in May and June 2023 to present a summary of the proposed changes to both the Comprehensive Plan and Land Development Code that were developed following the first round of workshops and the review of several documents and the updated data and analysis, and best practices on a variety of topics.

During the remainder of 2023, the project team completed the updated required data and analysis sections of each element of the Comprehensive Plan, and completed work to update all required and relevant maps and tables. Finally, the goals, objectives, and policies in the 2030 Comprehensive Plan were updated and edited into Visions, Intents, and Strategies to modernize the document and better align it with the City's Vision, Mission, and Strategic Plan.

In 2024, a final set of workshops were held with City board members and City Council members to review the draft 2050 Comprehensive Plan, answer questions, take feedback, and talk through outstanding issues. The draft document was also posted to the project website and made available for review. On April 8, 2024, City Council was briefed on the progress of the project and future hearing dates, and the status of the update to the Land Development Code.

A summary of changes/updates to the individual elements of the Comprehensive Plan is provided in the attached table. Document-wide changes to the Comprehensive Plan include the addition of a definitions section, updated maps and tables, State Statute compliance, removal of outdated



references and dates, and the transition from Goals, Objectives, and Policies to Visions, Intentions, and Strategies.

Staff and the consultant team continue to work on changes to the Land Development Code based on the updated Comprehensive Plan, workshops, community feedback, review of best practices from around the state, and Florida Statutory requirements. The next round of workshops will be scheduled to review the proposed updated Land Development Code sections that are undergoing major changes. Ideally, the 2050 Comprehensive Plan and updated Land Development Code will be adopted at the same time to ensure that consistency is maintained. The target date for final adoption of both is the end of 2024.

The 2050 Comprehensive Plan was reviewed and considered by the Planning Commission (acting as the City's Land Planning Agency) on Monday, April 22, 2024. The Planning Commission recommended that the City Council **approve** the Planning and Development Department to transmit the 2050 Comprehensive Plan to the State agencies for review. The City Council reviewed and considered the 2050 Comprehensive Plan and there was discussion between the City Council, Staff, and the consultant, Kimley-Horn, to draft additional intentions and/or strategies to address recent and future actions regarding public schools at the beach.

Staff and the consultant have drafted the following new strategies for City Council's consideration to fulfill this request:

- **Vision PS 1**

The City shall collaborate and coordinate with the Duval County Public Schools (DCPS) to ensure that the public school system offers a high-quality educational environment, provides accessibility for all its students, protects and maintains established neighborhood schools, and ensures adequate school capacity to accommodate existing and future populations.

- **Intent PS 1.2**

The City Council and staff shall coordinate with DCPS and the other municipalities to establish a process of coordination and collaboration between the City and the DCPS in the planning, siting and construction of educational facilities, so that timing is proper and the site location is compatible with the surrounding area, concurrent with necessary service and infrastructure, and consistent with the comprehensive plan. The City and DCPS shall follow the same established coordination and collaboration process should any school closings be proposed by DCPS.

- **Strategy PS 1.1.2**

City staff and the City Council shall meet in joint workshop sessions with staff from DCPS and the other municipalities at a minimum of twice per year, to provide opportunities to discuss issues of mutual concern. To ensure the preservation of neighborhood character including neighborhood schools, City Council will make an effort to meet with DCPS more frequently than twice a year to provide support or opposition to any planning projects or changes to school locations, rehabilitations, or major new construction.



Upon approval, the draft 2050 Comprehensive Plan will be transmitted to State agencies for their review and comments. Pursuant to Florida Statutes, the second public hearing/second reading of the ordinance will be at the adoption stage.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2024-8214 on the first reading to transmit the 2050 Comprehensive Plan to the State Agencies for official review, and schedule a second reading for a future date to be determined

ATTACHMENTS

1. Ordinance No 2024-8214\_2050 Comprehensive Plan Transmittal and Adoption
2. 2050 Comprehensive Plan Updates
3. 2050 Comprehensive Plan - Revised 5.08.2024

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2024-8214**

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA TRANSMITTING PROPOSED AMENDMENTS TO THE 2030 COMPREHENSIVE PLAN AND ALSO TRANSMITTING A NEW MAP SERIES AND DATA AND ANALYSIS TO THE STATE OF FLORIDA'S VARIOUS AGENCIES FOR REVIEW AND COMMENT; PROVIDING FOR ADOPTION OF SAID AMENDMENTS AND ADOPTING A 2050 COMPREHENSIVE PLAN WITH VISIONS, INTENTS, AND STRATEGIES UPON RECEIPT OF SAID COMMENTS AND COMPLETION OF THE STATE REVIEW PROCESS; PROVIDING DIRECTIONS TO THE PLANNING AND DEVELOPMENT DEPARTMENT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3167 Florida Statutes, the City of Jacksonville Beach is required to maintain a comprehensive plan to guide its future development and growth; and

**WHEREAS**, the City of Jacksonville Beach ("City") City Council adopted a Comprehensive Plan for the City by Ordinance No. 7474; and

**WHEREAS**, the City of Jacksonville Beach has the authority to amend its Comprehensive Plan pursuant to Chapter 163.3184, Florida Statutes; and

**WHEREAS**, Section 163.3184, Florida Statutes, provides that a local government shall, following an advertised public hearing, transmit by affirmative vote of not less than a majority of the members of the governing body present at the hearing, proposed comprehensive plan amendments to the applicable reviewing agencies and local governments; and

**WHEREAS**, on April 22, 2024, the City's Planning Commission, acting as the Local Planning Agency at an advertised public hearing, unanimously recommended transmittal of the proposed amendments in application PC# 06-24, to the Florida Department of Commerce; and

**WHEREAS**, on May 20, 2024, the Jacksonville Beach City Council voted to direct the Planning and Development Director to transmit the proposed 2050 Comprehensive Plan, via this ordinance, and authorized the transmittal of same for review by the Florida Department of Commerce and other State Agencies; and

**WHEREAS**, after receiving comments from the reviewing agencies, Section 163.3184(3)(c)1., Florida Statutes, requires a local government to hold a second public hearing on whether to adopt one or more comprehensive plan amendments; and

**WHEREAS**, the proposed amendments have been reviewed and the changes proposed therein are deemed to be appropriate, and the City has been instructed by the Florida Department of Commerce that it may proceed with the adoption of the 2050 Comprehensive Plan within the 180 days as required by Florida Statutes.

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

**SECTION 1. Transmittal Authorized.** Pursuant to Sections 163.3184 and 163.3191, Florida Statutes, the City Council hereby approves for transmittal, by the Planning and Development Director, to the Florida Commerce Department, the Northeast Florida Regional Council, the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Florida Department of State, the Florida Department of Transportation, the City of Jacksonville, the City of Neptune Beach, the City of Atlantic Beach, and St. Johns County for their review and comment, the proposed 2050 Comprehensive Plan, consisting of changes to the text and maps of the City's Comprehensive Plan, dated May 2024, on file with the City's Planning and Development Department.

**SECTION 2. Adoption of Comprehensive Plan.** Having received and considered the agency comments and State report in accordance with Florida Statutes, and having revised, if necessary, the initial set of amendments as deemed appropriate and held publicly advertised hearings, the City Council hereby approves and adopts the 2050 Comprehensive Plan and revised map series and data and analysis, including without limitation, a revised Future Land Use Map, on file with the City's Planning and Development Department. The Comprehensive Plan as amended therein shall hereafter be known as the 2050 Comprehensive Plan.

**SECTION 3. Purpose and Intent.** The purpose and intent of this Ordinance is to carry out the adoption procedures set forth on the Community Planning Act, Sections 163.3161 through 163.3248, Florida Statutes, Chapter 166 Florida Statutes, as amended and the City's Code of Ordinances, for amendments of the City's Comprehensive Plan, in order to preserve and enhance the orderly growth of the City, encourage the most appropriate use of land, water and resources consistent with the public interest, overcome present deficiencies and effectively address future problems which may result from the use and development of land within the City of Jacksonville Beach.

**SECTION 4. Severability.** If any provision or portion of this amendment is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions or portions of this amendment shall remain in full force and effect.

**SECTION 5. Conflict.** All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may be in conflict, hereby repealed.



**SECTION 6.** This amendment shall take effect on the forty-sixth day following its adoption, in accordance with the law.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

\_\_\_\_\_  
Sherri Gosselin, CITY CLERK

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, CITY ATTORNEY

# 2050 Comprehensive Plan Updates

## Broad Overview

| Element     |                                     | Updates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entire Plan |                                     | Updated all maps<br>Switched from Goals, Objectives, and Policies to Visions, Intents, and Strategies<br>Ensured State Statute compliance for the entire plan<br>Removed outdated references (dates, FSS, and thresholds)<br>Added a definitions section to the Comprehensive Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| II          | Future Land Use                     | Defined the intent of each land use category<br>Removed Floor Area Ratio (FAR) references<br>Added an active recreation requirement to new subdivisions and new residential developments<br>Adopted by reference the Urban Trails Map and added language encouraging the Urban Trails Master Plan incorporation into new development/redevelopment<br>Added language regarding the Live Local Act<br>In the CL land use category: limited the allowable 40 units/acre to only affordable per SB 102<br>In the CC land use category: limited the allowable 40 units/acre to only affordable per SB 102<br>In the CS land use category: added language that the City is phasing out this land use, so there will not be any new land use amendments to CS<br>Added hazard mitigation techniques, that will be further defined in the LDC, for development and redevelopment in the Coastal High Hazard Area (CHHA)<br>Added the Marina Mixed-Use land use category |
| III         | Transportation                      | Added language encouraging the Urban Trails Master Plan incorporation into new development/redevelopment<br>Added language to encourage and incentivize multimodal infrastructure<br>Added language to encourage complete streets designs with new development/redevelopment<br>Encourage the creation of an urban trails fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| IV          | Housing Element                     | Added language encouraging innovative residential development and affordable housing<br>Added language to pursue alternative methods of filling the 'missing middle' housing<br>Added language to discourage the redevelopment and demolition practices that significantly decrease housing stock<br>Added language to ensure neighborhood character is protected                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| V           | Public Facilities Element           | Updated language based on current data, master plans, and pertinent documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| VI          | Conservation and Coastal Management | Combined the Conservation and Coastal Management Elements<br>Added language to incentivize sustainable development and redevelopment<br>Added language to encourage the City to proactively plan for and pursue funding for climate-resilient infrastructure<br>Added language to restrict new residential development in the CHHA<br>Added language to promote best management practices to reduce losses due to flooding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| VII         | Recreation and Open Space           | Added level of service (LOS) standards for recreation facilities (pickleball court, tennis courts, playgrounds, etc.)<br>Added language encouraging the Urban Trails Master Plan incorporation into new development/redevelopment<br>Added language to encourage multimodal infrastructure and provide incentives to encourage it<br>Added language encouraging prioritization and protection of recreation and open space for residents<br>Added language to encourage a park fund<br>Added language to prioritize connecting parks, public spaces, and neighborhoods                                                                                                                                                                                                                                                                                                                                                                                           |
| VIII        | Intergovernmental Coordination      | Updated out of date references                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| IX          | Capital Improvements                | Updated out of date references                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| X           | Public Schools Facilities           | Updated out of date references                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| XI          | Property Rights                     | Did not need to update-recently updated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| XII         | Historic Preservation               | Added this element which encourages the City to protect its historic and cultural resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

# **City of Jacksonville Beach**

## **2050 Comprehensive Plan**

**May 2024**

# Table of Contents

- I. Introduction
- II. Definitions
- III. Future Land Use Element
- IV. Transportation Element
- V. Housing Element
- VI. Public Facilities Element
  - Wastewater Management Subelement
  - Solid Waste Subelement
  - Stormwater Management Subelement
  - Potable Water Subelement
  - Ground Water Aquifer Recharge Subelement
- VII. Conservation & Coastal Management Element
- VIII. Recreation & Open Space Element
- IX. Intergovernmental Coordination Element
- X. Capital Improvements Element
- XI. Public School Facilities Element
- XII. Property Rights Element
- XIII. Historic Preservation Element



# **I. Introduction**

## **Introduction**

### **Planning Timeframes**

The Jacksonville Beach 2050 Comprehensive Plan is an update and replacement of the City's former 2030 Comprehensive Plan. The planning timeframes for the 2050 Comprehensive Plan are six years for the short term (2024-2030), and 20 years for the long term (2030 -2050). The *2050 Comprehensive Plan -Data & Analysis* document was prepared in support of the adopted Visions Intents, and Strategies and Maps of the 2050 Comprehensive Plan, and the analyses contained therein are based on this planning horizon and utilized the most current data available at the time of that document's preparation in 2022 and 2023.

### **Population Projections**

Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida ("BEBR") indicate the City of Jacksonville Beach to have a 2021 population of 24,075. The 2020 population estimates were 23,830 which indicate a 1.03% increase in population. The projections estimate a 2025 resident population in Jacksonville Beach of 25,070 residents. Compared to a 2021 population estimate of 24,075, this indicates a 4% increase in population. The population estimates show that the growth rate slows after 2025, however, by 2050 it is projected 27,242 people will reside in Jacksonville Beach. It should be noted that during the data collection years, a global pandemic, as a result of the COVID-19 virus occurred (during 2019-2021) which may skew the population and housing data in this report.

### **Plan Elements**

The 2050 Comprehensive Plan consists of adopted Visions, Intents, and Strategies, together with certain Maps, for the following elements:

- I. Future Land Use
- II. Transportation Element
- III. Housing Element
- IV. Public Facilities Element
  - a. Wastewater Management Subelement
  - b. Solid Waste Subelement
  - c. Stormwater Management Subelement
  - d. Potable Water Subelement
  - e. Ground Water Aquifer Recharge Subelement
- V. Conservation & Coastal Management Element
- VI. Recreation & Open Space Element
- VII. Intergovernmental Coordination Element
- VIII. Capital Improvements Element

- IX. Public School Facilities Element
- X. Property Rights Element
- XI. Historic Preservation Element

## **Maps**

The following Future Condition Maps are also adopted as part of the 2050 Comprehensive Plan:

1. Future Land Use
2. Transportation Concurrency Management Area (TCMA)
3. Functional Classifications of Roadways
4. Potable Water System
5. Conservation Land
6. Coastal High Hazard Area (CHHA)
7. Future Land Use Map with CHHA
8. Waterbodies
9. Florida Land Use Classification System (FLUCCS)
10. Soil & Topography
11. Recreation & Open Space
12. Recorded Historic Structures

## **II. Definitions**

# 2050 Comprehensive Plan

## Terms & Definitions

**Active Recreation** – An area that is specifically for physical activity which can be used actively such as an area with workout equipment (indoor or outdoor), dog park, looped sidewalk, jogging/biking path, playground, various sport courts and ball fields, and pools (indoor or outdoor).

**Accessory Dwelling Unit (ADU)** – A singular dwelling unit that is accessory to the principal dwelling unit on the property. ADUs are smaller in size than the principal dwelling unit and include a full working kitchen. Refer to the City's Land Development Code for more specific ADU criteria.

**Affordable Housing** – According to Florida State Statute 420.0004 housing where monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households.

**Arterial Roadway** – Road which is used to move large volumes of traffic rapidly between population centers, around population centers, or from one section of the urban area to another.

**Bikeability** – The extent to which the actual and perceived environment is conducive and safe for bicycling.

**Coastal High Hazard Area (CHHA)** – The Coastal High Hazard Area (CHHA) for Jacksonville Beach shall consist of the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model (Sec. 163.3178(2)(h), F.S.) as depicted in the 2050 CHHA Map.

**Collector Roadway** – A road designed primarily to connect local streets with arterials or to provide access from residential areas to major destination points such as shopping or employment centers and which may be expected to carry a significant volume of traffic.

**Community Park** – A larger park meant to serve a larger geographic area than the surrounding neighborhood. These parks are typically between 5-25 acres in size and provide a diverse range of recreation and leisure activities defined to meet a variety of community-based recreation needs.

**Community Redevelopment Area (CRA)** – A dependent special district in which any future increases in property values are set aside to support economic development projects within that district. The City has two (2) CRA districts (Downtown Redevelopment Area and South Beach Redevelopment Area), in which a five-member board appointed by City Council (Community Redevelopment Agency) is in charge of the redevelopment.

**Complete Streets** – Complete Streets shall serve the transportation needs of transportation system users of all ages and ability, including but not limited to, cyclists, motorists, transit riders, pedestrians, and freight handlers.

**Comprehensive Plan** – The comprehensive plan is the guiding document of the City, required per State Statutes, that establishes the visions, intents and strategies for the future economic, social, physical, environmental and fiscal development of the City that reflects community commitments to implement the plan and its elements.



**Conservation Protected** – All undeveloped estuarine wetland areas, any undeveloped area within a fifty-foot strip upland of the designated estuarine wetland area, the sandy portion of the beach, and any areas landward of the sandy beach designated by the Federal Emergency Management Agency as lying within a V or velocity coastal hazard zone.

**Conservation Restricted** – All designated palustrine or upland wetland areas and any areas designated by the Federal Emergency Management Agency as lying within an A or special flood hazard area.

**Existing Single Family** – A single-family home, in any zoning designation, that existed prior to the adoption of the 2050 Comprehensive Plan.

**Historically Significant Housing** – The structure must be at least 50 years old. must be associated with a historical event, a significant person, an example of notable architecture, or provide information important to understanding history and prehistory. The land development code will define this further if the City enacts an historic preservation/cultural resources ordinance.

**Intent** – An objective, what the City hopes to achieve.

**Land Development Code (LDC)** – Ordinances enacted by the City to regulate any aspect of development and redevelopment. The Comprehensive Plan guides LDC regulations.

**Level Of Service (LOS)** – An indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and relative to the operational characteristics of the facility. LOS shall indicate the capacity per unit of demand for road, potable water supply, sanitary sewer, solid waste collection, stormwater management, or recreation and open space facilities.

**Live Local Act** – Also known as SB 102, is a Florida Senate bill which makes various changes and additions to affordable housing related programs and policies at both the state and local level.

**Local Street** – A road used primarily for access to abutting properties within a subdivision.

**Missing Middle Housing** – Typically refers to a type of residential housing which contains multiple dwelling units in a condensed area such as rows of townhomes, duplexes, triplexes, fourplexes, and bungalow courts.

**Mixed Use** – A development or redevelopment project containing a mix of compatible uses intended to support diversity in housing, walkable communities, the need for less automobile travel and a more efficient use of land. Uses within a particular mixed-use project shall be consistent with the future land use designations set forth in

**Mobility** – The ability to freely move or be moved, applicable to all modes of transportation (pedestrian, bicycle, public transit, aviation, private vehicles, etc.). Typically, mobility is used in the context of encouraging alternative modes of transportation to private cars.

**Multimodal Transportation** – Refers to transportation that considers various modes (walking, cycling, public transit, etc.) and connections, accessibility, and infrastructure among modes.

**Neighborhood Park** – A smaller park that serves as a social and recreational focal point for a neighborhood. Neighborhood parks are generally 1 to 5 acres in size and accessible by foot or bicycle with a service radius of about 0.5 miles. Typically serves a population of up to 5,000 persons.

**Passive Recreation** – A form of recreation that is defined as a more relaxing activity, typically emphasizing enjoyment of natural resources and providing a reprieve from the built environment. Examples include picnic tables, park benches, sunbathing at the beach, open park space existing in its natural form, or visiting a local historical site.

**Redevelopment** – Any new construction on a site that has pre-existing use(s).

**Resilience, resilient, or resiliency planning**– The capacity of individuals, communities, businesses, and systems within a City to survive, adapt, and grow no matter the chronic stresses (climate change, affordable housing, food and water shortages, etc.) and acute shocks (natural hazards, coastal hazards, infrastructure failure, etc.) they experience. Resilience planning requires a City to look holistically at their capacities and their risks to prevent and reduce the impact of shocks and stresses on the City's people, economy, infrastructure, and natural environment.

**Smart Growth** – Overall approach of development, and conservation strategies, that help the City protect the health and natural environment while making the community more attractive, economically stronger, socially diverse, and resilient to climate change. Smart growth principles include, but are not limited to, promoting infill development, encouraging mixing land uses to promote walkability and bikeability, creating a diversity of housing stock, providing a variety of safe and reliable transportation options, preserving critical environmental areas, and fostering a strong sense of place.

**Strategy** – A policy detailing how the City is going to achieve the subject vision.

**Sustainability** – The ability to meet the social, economic, and environmental needs of the present generation without diminishing the ability for future generations to meet their social, economic, and environmental needs. Sustainability, sustainable planning, and sustainable principles require a holistic, systems-thinking approach that considers immediate and long-term impacts.

**Transportation Concurrency Exemption Area (TCEA)** --

**Urban Trail** – A multi-use trail, within and throughout the built urban environment, for pedestrians, joggers/runners, bicyclists, roller bladers, and skateboarders.

**Vision** – Broad-based goals of the City.

**Walkability** – The ability to safely walk to services and amenities within a reasonable distance, typically defined by pedestrian-oriented infrastructure (pedestrian-scale lighting, first floor commercial uses, activating street frontages, street trees, shade trees, etc.), wide and well-maintained sidewalks, and mixed-use development.

**Workforce Housing** – As defined by Florida Statutes.

### **III. Future Land Use Element**

## Future Land Use Element

### Vision FLU.1

Ensure that the character, density, intensity and location of all land uses provide a system for sustainable smart growth and redevelopment that enhances the quality of life and safety for all residents of the City of Jacksonville Beach.

#### Intent FLU 1.1

Future growth, development, and redevelopment will be managed through the preparation, adoption, implementation and enforcement of land development code (LDC) regulations in accordance with Chapter 163.3202, Florida Statutes.

**Strategy FLU 1.1.1** – The City will continue to cooperate with Florida state or regional agencies having regulatory or permitting authority over land development activity in Jacksonville Beach by requiring submittal of approvals from outside agencies prior to issuance of local development permits.

**Strategy FLU 1.1.2** – The City shall continue to review, revise as necessary, and enforce regulatory measures to promote and enhance the quality of life and visual appearance of the City such as sign controls, tree preservation, landscaping requirements, and nuisance laws.

#### Intent FLU 1.2

The City shall encourage and promote development and redevelopment that utilizes smart growth policies, resiliency planning, and sustainability principles to improve the character and built environment of the City.

**Strategy FLU 1.2.1** – Future multi-family residential development, including single-family attached development, shall provide active recreation for the residential use. Developments proposing three (3) to nine (9) units shall pay in lieu of providing the required active recreation space. Developments proposing ten (10) or more units shall either provide 150 square feet of active recreation per dwelling unit or pay in lieu of providing the required active recreation space. Payment in lieu of is to be determined by the Planning and Development Department and assessed annually.

**Strategy FLU 1.2.2** – Future single family residential subdivisions shall provide 250 square feet of active recreation per dwelling unit or pay in lieu of providing the required active recreation space. Payment in lieu of is to be determined by the Planning and Development Department and assessed annually.

**Strategy FLU 1.2.3** – The City shall promote pedestrian amenities and upgrades in association with new development/redevelopment and gateway corridors (Beach Boulevard, A1A, and Penman), including, but not limited to, the provision of sidewalk and bike path connections, pedestrian-scale lighting, benches, bus shelters, wayfinding, and bicycle parking. The City of Jacksonville Beach, in cooperation with the JTA, will determine upgrades and future new locations of public transit shelters and design suitable to the City’s design context, with a goal of upgrading three existing transit stops per year.

**Strategy FLU 1.2.4** – New development and redevelopment located adjacent to an existing or planned urban trail shall acknowledge and incorporate the urban trail into their site design through accentuating the trail, providing additional bike parking, and/or enhancing the visual appearance of the development that fronts along the trail.

**Strategy FLU 1.2.5** - All future land development shall be carried out in a manner to promote mobility and the minimum level of service standards as set forth in the Transportation Element.

**Strategy FLU 1.2.6** – Where permitted by the future land use designation, the City shall encourage development of vertically mixed-use buildings that provide office, commercial, and retail uses are on the ground floor so to activate the pedestrian realm and foster a walkable built environment, and residential dwelling units on the second floor and above.

**Strategy FLU 1.2.7** – Where there is not an urban trail or existing sidewalk, the City shall require new development or redevelopment projects that front along City or state right-of-way to include a minimum of five-foot wide sidewalks within the public right-of-way, subject to approval by the City of Jacksonville Beach Planning and Development Department.

**Strategy FLU 1.2.8** – There shall be no allowable increase in density or intensity of land located in vulnerable areas, as defined in the Coastal High Hazard Area (CHHA) Map.

**Strategy FLU 1.2.9** – The City shall prohibit the siting of new adult congregate living facilities, community residential homes, group homes, homes for the aged, hospitals, mobile home parks and nursing homes, as defined in the Land Development Regulations, within the Coastal High Hazard Area (CHHA). Such facilities already existing within the CHHA shall be discouraged from expanding.



**Strategy FLU 1.2.10** – Recognizing majority of the City is impacted by the CHHA, the City shall ensure that future development and redevelopment projects are built in accordance with the most recent hazard mitigation techniques and building codes, as defined in the Land Development Regulations.

**Strategy FLU 1.2.11** - Future land development shall be carried out in a manner which will conserve, manage, and protect natural resources; and maintain and enhance the natural balance of ecological functions in the coastal areas of Jacksonville Beach as set forth in the Coastal Management Element.

**Strategy FLU 1.2.12** – Future land development shall be carried out in a manner which will protect air and water quality, conserve the water supply, protect the natural functions of floodplains, and native vegetation communities and wildlife habitats in accordance with the visions, intents, and strategies set forth in the Conservation Element.

**Strategy FLU 1.2.13** – It shall be the policy of the City that no new development will be permitted in areas designated as Conservation-Protected or located within 50 feet of an area so designated. These areas will include the estuarine wetlands and beach seaward of the bulkhead. This is not applicable to redevelopment of existing building footprints.

**Strategy FLU 1.2.14** – Encourage the maintenance, restoration and adaptive reuse of existing developed areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

**Strategy FLU 1.2.15** – The potential for reducing Vehicle Miles Traveled (VMTs) and GHG emissions should be considered in all location and investment decisions for new public facilities.

**Strategy FLU 1.2.16** – The City shall require all new development and redevelopment to comply with the Americans with Disabilities Act (ADA).

**Strategy FLU 1.2.17** – The Planning and Development Department shall monitor approaches, innovations and lessons learned regarding planning issues in other communities, including but not limited to resiliency planning, transportation, and affordable housing, and be available to discuss these findings as local strategies are considered in the community and the City of Jacksonville Beach.

### **Intent FLU 1.3**

The City shall encourage and promote infill development and redevelopment.

**Strategy FLU 1.3.1** – The City shall promote redevelopment of underutilized or deteriorated properties.

**Strategy FLU 1.3.2** – The City shall encourage development and redevelopment at an appropriate scale, form, and density/intensity to support more economical and efficient public bus transit service.

**Strategy FLU 1.3.3** – The intensity of development in areas where in-fill development for commercial, office, service, or industrial uses is proposed shall be similar in scale to that of the directly adjacent properties, or as specified in the adopted Community Redevelopment Plans.

**Strategy FLU 1.3.4**—It is the intent of the City that the land use proposals in the adopted Downtown and South Beach Community Redevelopment plans currently being implemented are made a part of this Future Land Use Element by reference and development within these designated areas shall be carried out under the Planned Unit Development or Redevelopment District provisions in the City's land development regulations.

**Strategy FLU 1.3.5** – Future redevelopment activities shall be consistent with sound planning principles, such as the desired community character and the visions, intents, and strategies relating to the development of the land embodied in this element and the comprehensive plan.

**Strategy FLU 1.3.6**—Future redevelopment activities shall limit negative impacts on the natural environment, including topographic and soil conditions, conservation-protected lands such as estuarine wetlands and the beach, and conservation-restricted lands such as palustrine wetlands and flood prone areas including the coastal zones.

**Strategy FLU 1.3.7** – The City shall support and encourage redevelopment of the core downtown area, also known as the Central Business District (CBD) zoning district boundaries, in accordance with its Downtown Vision Plan and detailed site design regulations. These design regulations shall be incorporated into the *Central Business District: CBD Zoning District* regulations of the Jacksonville Beach Land Development Code, and shall address such aspects as building design and frontage requirements, landscaping, required parking, and location of parking facilities and driveways.

#### **Intent FLU 1.4**

The City shall identify and incentivize strategies for preserving residential neighborhood character.

**Strategy FLU 1.4.1** – On lots with a single-family residential home within a multi-family zoning designation, the City shall update the LDC to allow accessory dwelling units (ADUs). ADUs shall be subject to conditions specified in the LDC.

**Strategy FLU 1.4.2** – The City shall work with private developers to provide residents with a diversity of housing stock that meets the needs of all residents and provides neighborhood character, a sense of place, and a lively community.

**Strategy FLU 1.4.3** – The City will encourage retention of existing building stock in established neighborhoods.

#### **Intent FLU 1.5**

As expanded upon in the Housing Element, the City shall encourage affordable housing options in all residential land uses and, where appropriate, commercial and industrial land uses.

**Strategy FLU 1.5.1** – The City Council may approve the development of housing that is affordable, as defined and in accordance with State Statute 102, Chapter 420.0004, Florida Statutes, as amended, on any parcel in a residential, commercial, or industrial land use and zoning category.

#### **Intent FLU 1.6**

The City of Jacksonville Beach will consult and coordinate with neighboring jurisdictions concerning major land use decisions where potential impacts warrant, in accordance with the vision, intent, and strategies set forth in the Intergovernmental Coordination Element.

#### **Intent FLU 1.7**

It shall be the policy of the City that Conservation-Restricted lands (floodplains when located upland from the estuarine wetlands and palustrine wetlands) may be developed provided the development meets Strategy FLU 1.2.12 and Strategy FLU 1.7.1

**Strategy FLU 1.7.1** – Development of conservation-restricted lands adjacent to conservation-protected wetlands shall provide a 50 foot buffer to reduce the extent of development impacting those areas.

#### **Intent FLU 1.8**

Future development and redevelopment shall be in an efficient manner that supports the use designation as set forth on the Future Land Use Map in this Plan. The development, redevelopment, and land use patterns shall

1. Enforce the residential densities and limitations upon the type and intensity of uses,
2. Respect the predominantly residential character and compact, beachfront scale of the City,
3. Address non-conforming uses,

4. Protect coastal and environmental resources, and
5. Encourage healthy and sustainable living conditions.

### **Land Use Categories:**

The City of Jacksonville Beach requires a mix of land uses to ensure a viable community. The following land use categories are generally permissible within the City.

Siting of public schools and churches within Residential, Commercial Limited, Community Commercial, and Commercial Professional Office land use categories will not require a comprehensive plan amendment. All existing and/or historic single-family residential homes are allowable in all land uses and shall not be classified as a non-conforming use.

#### **Recreation/Open Space (ROS)**

The Recreation and Open Space land use shall include open space, public and private parks, passive and active recreation areas, and supporting facilities. Permitted uses shall include government and public safety uses, public passive and active recreation activities, and private passive and active recreation activities.

#### **Conservation (CON)**

The Conservation land use designation shall include those lands so designated on the Future Land Use Map (FLUM). Generally these lands include areas generally composed of open land, water, marsh, wetlands, and environmentally sensitive areas. Most conservation lands are publicly owned, however they may also be privately owned. The intent of the Conservation land use is for the natural and open character of these areas to be retained so that adverse impacts are prohibited. Permitted uses are limited to the uses allowed by the LDC.

Further descriptions of the Conservation land use category can be found in the Conservation & Coastal Management Element including provisions (allowances) as may be regulated and permitted by State and Federal agencies.

If it is impractical to designate an area containing conservation resources as Conservation due to size, location, or other factors, the City shall have the option of obtaining a conservation easement from the property owner(s) to protect the area. The City shall support the acquisition of natural areas or open space through the use of Transfer of Development Rights (TDR) or through publicly funded programs, including the acquisition and development of facilities that promote and educate the public about the economic, cultural and historic heritage of the City. The applicant for a development shall bear the burden of proof in determining that development shall not adversely impact conservation resources.

### **Conservation/Beach (CB)**

The Conservation/Beach land use designation shall include those beach lands so designated on the Future Land Use Map (FLUM). Generally, these lands include areas generally composed of beach, dunes, and the easterly boundary of the City. The beach lands are publicly owned. The intent of the Conservation/Beach land use is for the natural and open character of the beach to be retained so that adverse impacts are prohibited. Passive recreation is an allowable use in this land use designation.

### **Low Density Residential (LDR)**

This land use category is intended for single-family residential development with a maximum density of six (6) units per acre.

### **Medium Density Residential (MDR)**

This land use is intended for medium dense urban areas within the City. This category is limited to a density ranging between seven (7) to twenty (20) units per acre. In addition to residential uses, this land use category may also include limited commercial uses as a conditional use, defined by the conditional use process in the LDC.

### **High Density Residential (HDR)**

This land use is intended for very dense urban areas within the City. This category is limited to a density ranging between twenty-one (21) to forty (40) units per acre. In addition to encouraging the preservation of existing and historic single family residential uses as provided for in Intent FLU 1.4, this land use category shall encourage vertically mixed-use buildings where redevelopment is appropriate, by allowing commercial uses, as permitted in the Commercial Professional Office (CPO) zoning designation, on the ground floor of predominately residential buildings to encourage the implementation of Strategy TE1.2.12 and Intent TE 1.6.

### **Commercial Professional Office (CPO)**

This land use category is intended to apply to commercial areas targeted for limited commercial and office development adjacent to arterial roadways. Business and professional offices, mixed-use developments, health offices and clinics, institutional and multi-family housing development, up to twenty (20) units per acre, are all allowed within this land use category. This category permits supporting neighborhood commercial retail and services such as restaurants, and personal services.



### **Commercial Limited (CL)**

This land use category is intended to apply to commercial areas that can exist within close proximity to residential areas without creating an adverse effect on the development and character of such areas. Locational standards established in the Land Development Code will ensure these uses do not disrupt residential neighborhoods, but rather, serve the daily needs of contiguous neighborhoods. These uses may include convenience goods, personal services, and other low intensity retail and office-professional commercial uses. New Commercial Limited uses shall not be allowed as secondary uses in existing single-family residential neighborhoods when such uses would constitute an intrusion.

Multi-family residential development may also be allowed within the Commercial limited land use category provided that it be designed and built to encourage a range of mobility options to residents and visitors. For CL designated parcels on 3rd Street within one block of designated mass transit routes, densities of up to 40 units per acre are permissible, so long as the development meets the intent and requirements of Florida Senate Bill 102 (The “Live Local Act”). In all other CL Future Land Use areas, the maximum allowable residential density shall be 20 units per acre.

Commercial Limited sites should abut a roadway classified as a collector or higher facility on the adopted highway functional classification system map, which is part of the 2050 Comprehensive Plan. Sites with two or more property boundaries on transportation rights-of-way will be considered preferred locations for neighborhood serving uses.

### **Community Commercial (CC)**

This land use category is intended to apply to areas appropriate for general commercial use that will meet the retail and service needs of Jacksonville Beach residents. These areas should be immediately accessible to the city's major road network.

This type of development offers a wide range of goods and services including general merchandise, apparel, food and related items. Neighborhood commercial scale uses and projects may be part of a commercial node and are shopping centers developed with a variety of small department stores as its primary anchor. Uses include offices, retail and wholesale of motor vehicle supplies and parts, car rentals, leasing, carwashes, retail trade, hotels, motels, boarding houses, fast food establishments, etc. entertainment and other similar types of commercial development. In addition, warehousing, light manufacturing and fabricating could be permitted provided it is part of a retail sales or service establishment, and the use must be located on a road classified as a collector or higher on the Functional Highway Classification Map. The manufacturing and fabrication uses may be developed as supporting freestanding uses

within the area Community Commercial node, or as separate general commercial projects.

Multi-family development may also be allowed within the Community Commercial land use category. LDC regulations shall include standards for minimum setbacks and buffer zones between different types of land uses allowed in this category, as well as locational criteria for such uses. For CC designated parcels on Beach Boulevard within one block of designated mass transit routes, densities of up to 40 units per acre are permissible, so long as the development meets the intent and requirements of Florida Senate Bill 102 (The “Live Local Act”).

In all other CC designated Future Land Use areas, the maximum allowable residential density shall be 20 units per acre.

### **Commercial Services (CS)**

The Commercial Service land use category is intended to apply to areas appropriate for general commercial use, retail uses, wholesale trade and storage, and limited light industrial uses. Allowable uses include ornamental nurseries, veterinary services and kennels, yard services, light manufacturing, auto and boat repairs, communication and utility services. Also allowable are business and professional offices, personal services and laboratories. Hotels, motels and restaurants are permitted uses as supportive commercial. This land use category is being phased out of the City, therefore there shall not be any new land use amendments to this designation.

### **Central Business District (CBD)**

The Central Business District (CBD) land use category is intended to provide a central core for the City, with a diversity of uses, urban context, and to promote flexibility in design and quality in development while preserving public access to the beach recreational area. It is coterminous with the jurisdictional area of those lands within the Downtown Redevelopment Area. The CBD category allows medium to high density residential, commercial, industrial, recreational, and entertainment uses, as well as transportation and communication facilities. The exact location, distribution, and density/intensity of various types of land use in the Redevelopment Area will be guided by the site development plans approved as part of the Downtown Redevelopment Plan.

### **Marina Mixed-Use (MMU)**

The Marina Mixed-Use land use category is intended to provide for a mix of water-dependent and water related uses that support the one public access marina that serves the residents of Duval County and is accessible in Jacksonville Beach.

The Marina Mixed-Use (MMU) land use category is created to provide an appropriate location for both recreational and commercial boat storage, water access, and water related commercial uses located on the Intracoastal Waterway. Uses allowed in the Marina Mixed-Use land use category include dry boat slips, wet boat slips, boat ramps, restaurants, offices, personal and business services, light manufacturing, water transportation retail sales, boat repair, storage/warehousing, ancillary marina uses, public and private parks, hotels, and townhouses and multiple-family residential and related accessory uses. This category permits supporting marina based commercial retail and services.

Multi-family development may also be allowed within the Marina Mixed-Use land use category. Land development regulations shall include standards for minimum setbacks and buffer zones between different types of land uses allowed in this category, as well as locational criteria for such uses. For MMU designated parcels, residential densities of up to 15 units per acres are permissible.

Expanded and new water-dependent and water related mixed uses should be located in areas with the least impact on the natural habitat and wildlife and shall comply with Strategy FLU 1.2.13.

Existing marinas should preserve a public access walkway and public access boat launch and public parking.

### **South Beach District (SBD) (Mixed-Use)**

The City shall continue its support and participation in the development of the Southend District, a 372-acre mixed use area located in the southern portion of the City. This district is controlled by the Jacksonville Beach Southend Redevelopment Area Downtown Development of Regional Impact (DRI). The range and intensity of permitted land uses within this Future Land Use category are as follows:

**Table FLU 1: South Beach District Future Land Use Categories.**

| <b>Land Use</b>              | <b>Acreage Range</b> | <b>Intensity</b>         |
|------------------------------|----------------------|--------------------------|
| Residential, Single Family   | 190-210 acres        | 0-6 dwelling units/acre  |
| Residential, Multiple Family | 15-19 acres          | 7-20 dwelling units/acre |
| Commercial                   | 80-87 acres          | .35 FAR                  |
| Office                       | N/A                  | .35 FAR                  |
| Lodging                      | 0-3 acres            | .35 FAR                  |

## **Industrial (IND)**

Industrial uses are generally the most likely to produce adverse physical and environmental impacts on adjacent residential areas such as noise, land, air and water pollution and transportation conflicts. For this reason, industrial land uses should be buffered by other less intense transitional land uses, such as office, warehouse or open space, etc., to protect residential and other sensitive land uses; i.e., schools, health care facilities, etc.

These uses shall be located with convenient access to the transportation network which includes major highways. Site access to roads classified as arterial or higher on the Highway Functional Classification Map is preferred.

The following uses are typical in the Industrial Land Use designation: Light industrial uses, warehousing, essential services, general public services, manufacturing, outdoor storage, and similar uses. Heavy metal fabrication, batch plants, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing, or other use generating potentially harmful environmental or nuisance impacts shall be prohibited.

## **Public/Institutional (INS)**

The Public/Institutional land use category includes schools, churches, general government buildings; clubs, lodges and fraternal organizational buildings; cemeteries, and health and safety buildings and uses. Nursing homes, group care homes, homes for the aged or orphans and other uses normally associated therewith are also permitted within the land use category. All types of public facilities; i.e., institutional, communication, utilities, and transportation are combined into one category on the Future Land Use Map. Only major existing plants and facilities are depicted.

Siting of public schools and churches within Residential, Commercial Limited, Community Commercial, and Commercial Professional Office land use categories will not require a plan amendment.

Siting of other public facilities that are allowed in commercial, industrial and residential categories as supporting uses will not require a plan amendment. Some major uses, however, because of the scale and potential community impacts, may only be sited in this plan category, subject to the provisions of this and other elements of the 2050 Comprehensive Plan.

**Table FLU 2:** Residential allowable density of each land use designation.

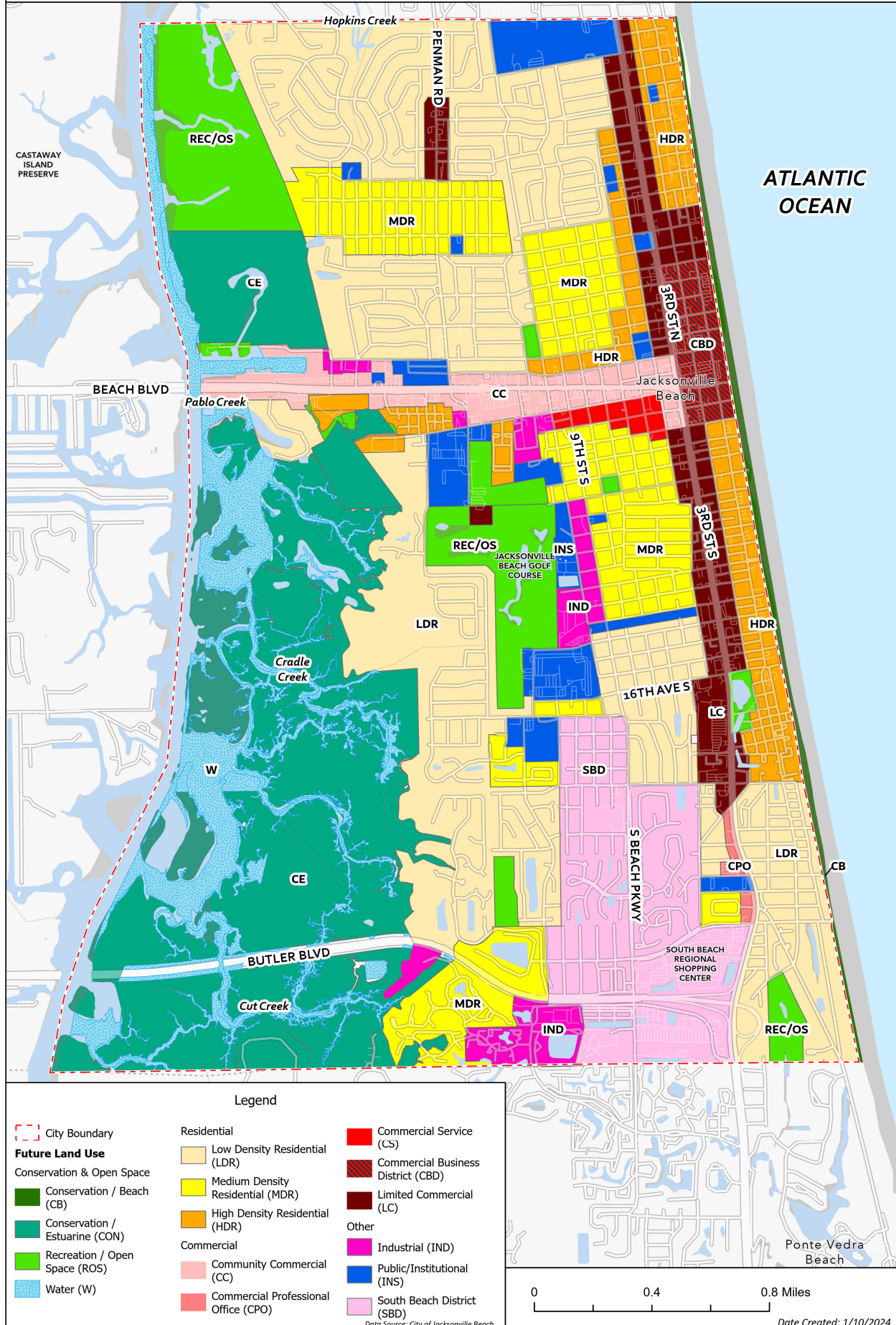
| <b>Future Land Use Designation</b>   | <b>Allowable Density<br/>(dwelling unit(s)/acre)</b> |
|--------------------------------------|------------------------------------------------------|
| Low Density Residential (LDR)        | Maximum 6 du/ac                                      |
| Medium Density Residential (MDR)     | 7 - 20 du/ac                                         |
| High Density Residential (HDR)       | 21 – 40 du/ac                                        |
| Marina Mixed Use                     | Maximum 15 du/ac                                     |
| South Beach District (Mixed Use)     | Single-Family: 0-6 du/ac<br>Multi-Family: 7-10 du/ac |
| Commercial Professional Office (CPO) | 20 du/acre*                                          |
| Commercial Limited (CL)              | 20 du/acre*                                          |
| Community Commercial (CC)            | 20 du/acre*                                          |
| Central Business District (CBD)      | 7-40 du/ac*                                          |

\*Per the July 1, 2023 Senate Bill 102, commonly referred to as the Live Local Act, this density is subject to increase, provided the provisions within the Live Local Act are met. Additional details on potential implications of the Live Local Act can be found in the Housing Element.



# CITY OF JACKSONVILLE BEACH

## FUTURE LAND USE



## **IV. Transportation Element**

## Transportation Element

### Vision TE 1

Provide a safe, efficient, and convenient transportation network that prioritizes non-motorized forms of mobility for all residents and visitors and is mindful to the environmental amenities within the City.

#### Intent TE 1.1

Maintain, to the extent possible, level of service (LOS) target on all roadways within the City of Jacksonville Beach.

**Strategy TE 1.1.1** – Recognizing that the City is located within a Transportation Concurrency Exemption Area (TCEA), the City shall recognize the Level of Service target standards for City, FDOT, and City of Jacksonville roadways. The City shall maintain minimum peak hour levels of service, to the extent possible, recognizing the overall mobility goals of the City, as follows:

| Authority                  | Road Type                             | Minimum Level of Service Target |
|----------------------------|---------------------------------------|---------------------------------|
| City of Jacksonville Beach | Minor Arterial, Collector, and Local  | D                               |
| City of Jacksonville Beach | Constrained                           | Maintain                        |
| FDOT                       | Freeway Through Lanes                 | D                               |
| FDOT                       | Freeway General Use Lanes (Collector) | E                               |
| FDOT                       | Principal Arterial                    | D                               |
| FDOT                       | Constrained                           | Maintain                        |
| City of Jacksonville       | Minor Arterial and Collector          | E                               |
| City of Jacksonville       | Constrained                           | Maintain                        |

In the table above, “maintain” is defined as continuing operating conditions at a level such that significant degradation does not occur based on conditions existing at the time of comprehensive plan adoption. Significant degradation means an increase in average annual daily traffic volume of 10 percent above the maximum service volume. “Constrained” roadways that meet or exceed the level of service standards that would be applicable based on their road type, “maintain” does not apply until the roadway is operating below the applicable minimum level of service standard.

**Strategy TE 1.1.2** – The City shall enforce the LOS provisions adopted in the TCEA, as applicable.

## **Intent TE 1.2**

Manage growth in an environmentally sound and efficient manner through the joint consideration of land use, redevelopment, and transportation decisions that prioritize and incentivize multimodal transportation.

**Strategy TE 1.2.1** – The City shall implement the City of Jacksonville Beach Urban Trails Master Plan as amended.

**Strategy TE 1.2.2** – The City shall establish a fund (“Urban Trails Fund”) that is exclusively used to build trail segments identified in the Urban Trails Master Plan.

**Strategy TE 1.2.3** - New development or redevelopment, excluding individual single-family homes owned by a person or person(s), adjacent to planned trail segments shall provide the planned trail segment as noted in the City’s Urban Trails Master Plan. If providing the segment is not feasible, the City shall require a payment in lieu of, into the Urban Trails Master Plan fund, to further the goals of the City’s Urban Trails Master Plan.

**Strategy TE 1.2.4** – The City shall encourage enhanced landscaping and hardscaping fronting a Primary Trail. Said enhancements may include bicycle parking.

**Strategy TE 1.2.5** – The City shall pursue establishing city-wide bicycle parking requirements for multifamily, commercial, and mixed-use development projects, with enhanced requirements along Primary Trails.

**Strategy TE 1.2.6** – The City of Jacksonville Beach Urban Trails Master Plan and the official Urban Trails Master Plan map are hereby adopted by reference. The City shall review the official Urban Trails Master Plan map every two (2) years, ensuring the map stays accurate, active, and relevant to the City.

**Strategy TE 1.2.7** – The City shall review their mobility fee calculation with consideration of incorporating multimodal transportation infrastructure impacts and needs.

**Strategy TE 1.2.8** – The City shall prioritize and encourage mobility (biking, walking, public transportation) within and throughout the City.

**Strategy TE 1.2.9** – The City shall, through the Land Development Code (LDC), incentivize mobility infrastructure, including, but not limited to, bicycle parking, urban trail paths, transit service, bicycle lanes, and sidewalks.

**Strategy TE 1.2.10** – The City shall integrate multimodal infrastructure improvements and/or urban trails with scheduled or identified road, intersection, and/or right-of-way improvements.

**Strategy TE 1.2.11** – The City shall identify and implement land use redevelopment incentives that promote the use of bicycles, walking, and transit.

**Strategy TE 1.2.12** – The City shall support and fund mobility improvements that encourage trip reduction and the use of non-vehicular modes of transportation.

**Strategy TE 1.2.13** – The City shall establish and implement complete streets to simultaneously accommodate users (pedestrians, bicyclists, transit riders, and motorists) of all ages and abilities, and improve public health and safety, active mobility, and environmental quality. Complete streets are understood to include, but are not limited to, buffered bike lanes, multimodal trails, good sidewalk design, lighting, median islands/refuges, crosswalks, and bus shelters.

### **Intent TE 1.3**

The City shall coordinate with other agencies, local governments, and state agencies in their efforts to implement planning and programming activities for transportation facilities and alternative transportation modes.

**Strategy TE 1.3.1** – The City shall continue to work with the City of Jacksonville on the maintenance of local roads and any necessary traffic engineering improvements.

**Strategy TE 1.3.2** – The City shall work with The City of Jacksonville and FDOT to develop and implement a system for the deployment and operation of Intelligent Transportation Systems (ITS) detection, monitoring, and driver notification hardware, and the establishment of a Beaches Traffic Management Center, as the first steps toward the implementation of a Beaches Intelligent Transportation System for congestion management, incident management, and emergency evacuations.

**Strategy TE 1.3.3** – The City shall maintain an active role on the policy board of the North Florida Transportation Planning Organization (NFTPO) and strive to assure that a fair share of NFJTPO funds are expended in the beaches area.

### **Intent TE 1.4**

The City shall provide for adequate future right-of-way requirements by maintaining current minimum standards.



**Strategy TE 1.4.1** – The City shall continue to enforce established minimum right-of-way standards for private and public roadways. For new roadway facilities the established right of way requirements that are to be enforced are as follows:

- a) Arterial roadways – 150 foot right of way
- b) Collector roadways – 100 foot right of way
- c) Local roadways with surface drainage – 60 foot right of way
- d) Local roadways with subsurface drainage – 50 foot right of way

**Strategy TE 1.4.2** – No existing rights-of-way for roads on the State Highway System shall be abandoned, vacated, or otherwise conveyed from public ownership without the approval of the Florida Department of Transportation (FDOT).

**Strategy TE 1.4.3** – The City shall protect existing and proposed rights of way from development via strict enforcement of the minimum building and parking area setback regulations of the LDC.

#### **Intent TE 1.5**

Provide for safe and convenient transportation and parking.

**Strategy TE 1.5.1** – The City shall promote parking strategies that support the overall City vision and promote mobility.

**Strategy TE 1.5.2** – The City shall require that all new streets be constructed and paved to accessible standards prior to their dedication to the City.

**Strategy TE 1.5.3** – Except where warranted at mid-block locations for pedestrian safety, the City, in conjunction with the City of Jacksonville and FDOT, shall require that traffic signals be erected only at the intersection of two arterial streets, the intersection of an arterial street and a collector street, or the intersection of two collector streets.

**Strategy TE 1.5.4** – To modify peak hour travel demand and reduce the number of vehicle miles traveled per capita within the City, the City shall encourage and promote multimodal transportation and public transportation.

**Strategy TE 1.5.5** – The City shall maintain provisions for handicapped access in its site plan review procedures.

**Strategy TE 1.5.6** – ADA standard parking for handicap persons shall be required in conjunction with new development or redevelopment, requiring on-site parking.

**Strategy TE 1.5.7** – The City shall ensure, through LDC regulations, public works, site plan review, etc., that sidewalks are constructed or reconstructed in conformance with ADA design standards that ensure pedestrian mobility for all persons.

**Strategy TE 1.5.8** – In cooperation with Jacksonville Transit Authority (JTA), the City shall ensure that the transit facilities, vehicles, and services available within the City are in conformance with ADA accessibility standards.

#### **Intent TE 1.6**

The City shall sustain and coordinate its transportation system in a comprehensive manner which includes consideration of future development as portrayed on the Future Land Use Map, population growth, housing and employment patterns, population densities, and land uses.

**Strategy TE 1.6.1** – All future land development shall be carried out in a manner to maintain the minimum LOS for the various roadways as set forth in this element. Through enforcement of its LDC, the City shall require development applications to assess the operating condition of road facilities impacted by the proposed development.

**Strategy TE 1.6.2** – The City may require new development to provide operational improvements to the City's transportation system to mitigate their impacts on the system, to ensure smooth traffic flow, and to aid in the elimination of hazards. Improvements may include, but are not limited to, adding turn lanes, deceleration lanes, signing, signals, pavement marking, sidewalk expansion, and urban trails.

#### **Intent TE 1.7**

Support the JTA in their provision of efficient public transit within Jacksonville Beach, and to and from adjacent communities in Duval County, including the accommodation of the special needs of the transportation disadvantaged.

**Strategy TE 1.7.1** – When appropriate, the City shall assist JTA in the establishment of appropriate minimum LOS standards for routes serving the city.

**Strategy TE 1.7.2** – The City shall assist JTA in the planning and implementing of an employer sponsored jobs access transit service linking existing JTA transit routes to employment centers in Jacksonville Beach and Ponte Vedra.

**Strategy TE 1.7.3** – The City shall assist JTA, or a similar entity, in the continuation and increased efficiency of the "Beach Buggy" (a community shuttle) or a similar service.

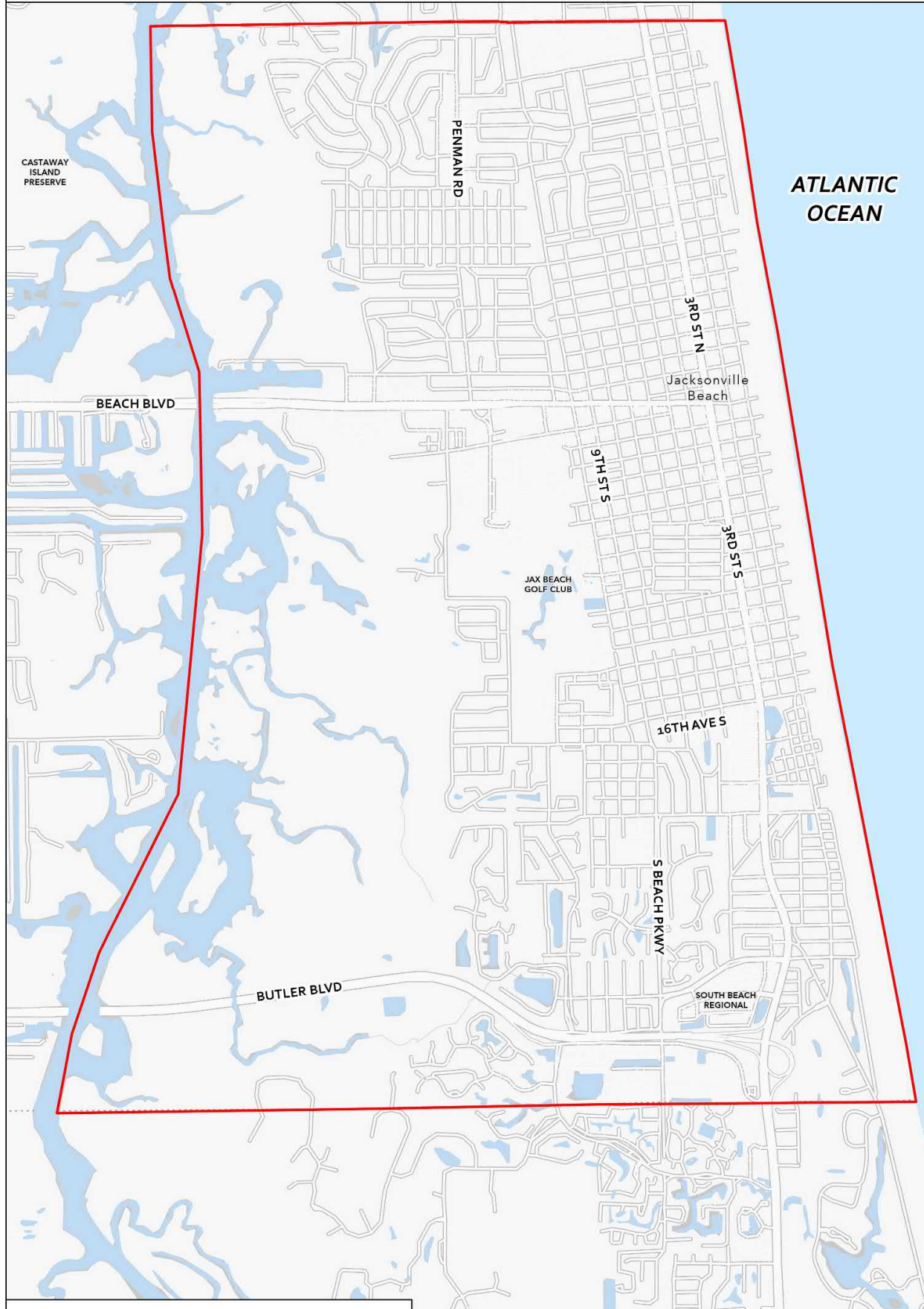
**Strategy TE 1.7.4** – The City shall support JTA in the planning and implementation of a “Ride Request” service that would link existing JTA transit routes to area hospitals.

**Intent TE 1.8**

Provide for a safe, comfortable and attractive pedestrian environment with convenient access to public transportation and multimodal transportation.

**Strategy TE 1.8.1** – The City shall require new development and redevelopment to support alternative modes of transportation through such measures as, but not limited to, the provision of sidewalks, bikeways, transit stops, connectivity corridors, or other facilities to support alternative modes, such as parking management systems and park-and-ride facilities.

**Strategy TE 1.8.2** – The City shall require developers of commercial property to provide for convenient and safe access and storage of bicycles on-site.



### Legend

Transportation Concurrency Management Area

Data Source: City of Jacksonville

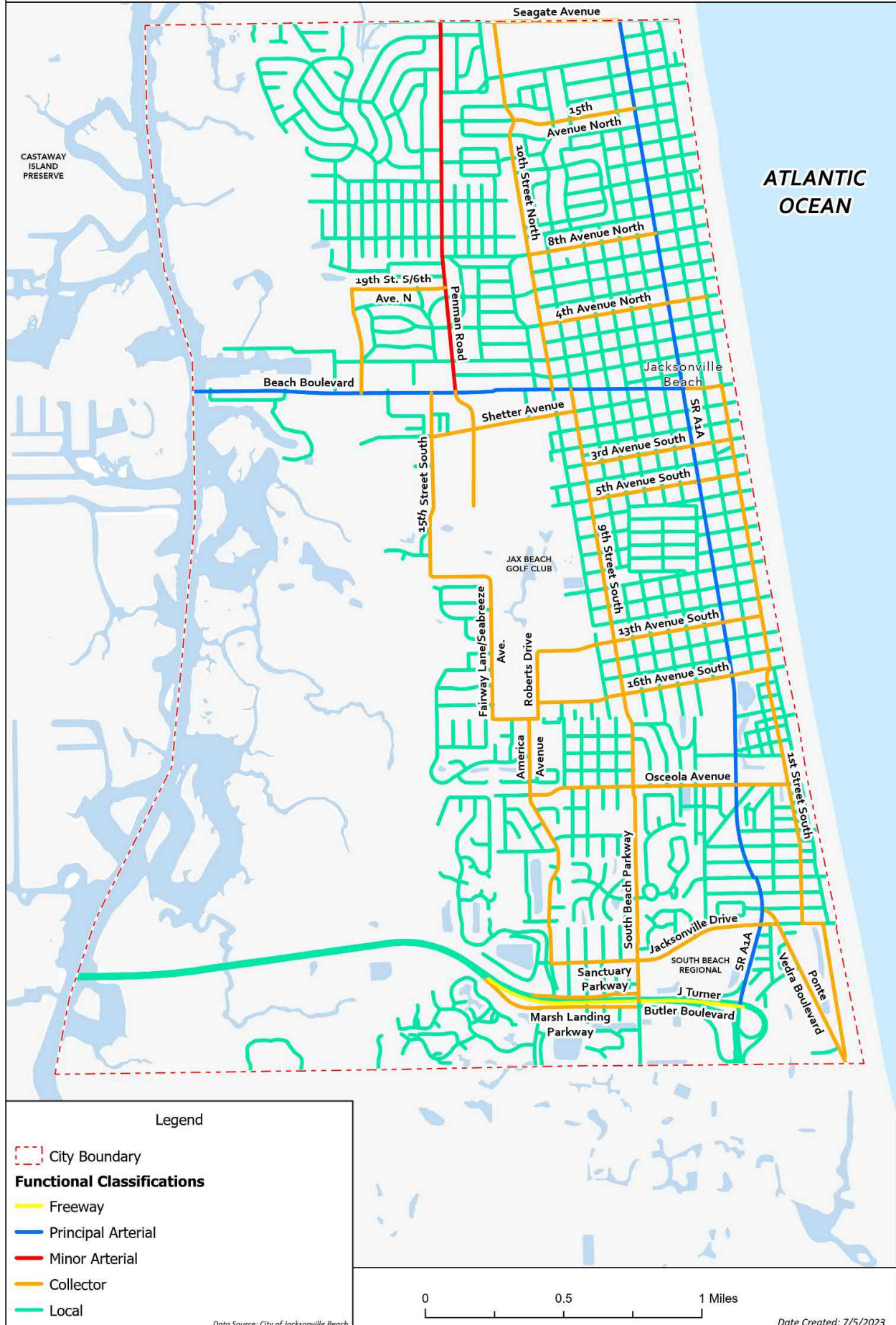
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Date Created: 7/5/2023



# CITY OF JACKSONVILLE BEACH

## FUNCTIONAL CLASSIFICATIONS OF ROADWAYS





## **V. Housing Element**

## **Housing Element**

### **Vision H 1**

The City shall encourage diverse, safe, sanitary, energy efficient, and affordable housing options for the City's residents and future residents through cost efficient intents and strategies.

#### **Intent H 1.1**

The City will promote a range of housing options to ensure residents and future residents can afford and select housing that reflects their preferences, economic circumstances, seasonal status, and special housing needs.

**Strategy H 1.1.1** – The City shall assist the private and public sector in providing new dwelling units between 2025 and 2050 for an estimated 873 new households projected to reside in the City.

**Strategy H 1.1.2** – The City will utilize the Land Development Code (LDC) and review processes to promote housing diversity and affordability by ensuring new development and redevelopment evaluate the following issues:

- A. Identity and character of the area and surrounding properties
- B. Housing style
- C. Housing ownership style (fee simple, rental, etc.)
- D. Housing type (multi-family, single-family, and single-family attached)
- E. Community population (income and age)
- F. Housing price

**Strategy H 1.1.3** – The City shall facilitate the maintenance, redevelopment, and quality of housing units within the City through conservation, rehabilitation, education, compliance, and enforcement of zoning regulations and building code standards including the provisions to upgrade substandard housing.

**Strategy H 1.1.4** – The City shall maintain a listing of existing housing assistance programs and make this list available to the general public, developers, engineers, contractors, and other involved in housing production.

**Strategy H 1.1.5** – The City shall support the efforts and initiatives of the City of Jacksonville Housing and Community Development Commission and the Florida Housing Coalition; and, where feasible, assist with the efforts to determine needs, and to develop sites and programs on a region-wide basis for housing for very low, low, and moderate-income persons.

**Strategy H 1.1.6** – The City shall pursue alternative methods of fulfilling the “missing middle” housing within the City. Methods may include permitting Accessory Dwelling Units (ADUs), tiny homes, and bungalow courts in certain zoning districts.

**Strategy H 1.1.7** – The City shall provide accelerated application review and other incentives for proposed housing developments intended for affordable housing, workforce housing, and persons with special housing needs including the elderly (persons age 60 years or older), the handicapped, and low-income residents.

#### **Intent H 1.2**

The City shall provide the adequate supporting infrastructure throughout Jacksonville Beach to support the provision of housing by the private sector.

**Strategy H 1.2.1** – The condition of infrastructure (roads, sewer, water) facilities shall be reviewed periodically as a means of measuring the City’s capability of sustaining future growth, development, and redevelopment and to ensure that proposed housing development sites have an adequate level of public services and facilities prior to approval, or contain a plan for the installation of necessary services.

#### **Intent H 1.3**

The City shall consider the resilience and adaptability of both existing housing and new housing within the City to ensure housing meets the needs of the current and future populations.

**Strategy H 1.3.1** – The City shall explore a Transfer of Development Rights program (TDR) for properties located within the Coastal High Hazard Areas (CHHA).

**Strategy H 1.3.2** – The City shall discourage the development of housing for low-income residents, elderly residents, or special needs households in vulnerable locations such as the CHHA.

**Strategy H 1.3.3** – The City shall explore ways to incorporate innovative land uses through the LDC, such as clustered development, traditional neighborhood development compact development, energy efficient design, low impact design, and other sustainable development practices, strategies, and techniques.

#### **Intent H 1.4**

The City shall provide equitable treatment for all residents of Jacksonville Beach.

**Strategy H 1.4.1** – The City shall discourage redevelopment and demolition practices that significantly reduce existing housing stock in older, established neighborhoods and that result in the loss of character and/or the displacement of very low, low, and moderate-income residents or special needs households.

**Strategy H 1.4.2** – Where feasible, the City shall ensure that comparable relocation housing is available in accordance with federal regulations, regardless of whether federal funding is involved in the activity.

**Strategy H 1.4.3** – The City shall ensure that all adopted and proposed regulations shall at a minimum maintain and encourage diversity in housing types.

**Strategy H 1.4.4** – The City shall pursue incorporating a recreation impact fee or a minimum required active recreation level of service for new residential developments to encourage active lifestyles for all City residents.

Consistent with FS 163.3177(6)(h)(1), the following intergovernmental coordination strategies are provided specific to Housing.

**Intent H 1.5** – The City will continue to participate in the coordination of regional housing strategies with local, regional, state, and federal housing agencies and non-profit organizations.

**Strategy H 1.5.1** – The City will continue to participate in regional housing initiatives to inventory, monitor, and maintain the quality and quantity of the region's housing supply.

**Strategy H 1.5.2** – The City will continue to coordinate with the City of Jacksonville, other local municipalities and private organizations on the development of a regional housing committee focused on resolving the complex economic, social, and development issues related to the region's housing needs.

**Strategy H 1.5.3** – The City shall coordinate with the Jacksonville Housing and Community Development Commission (JHCDC), the Jacksonville Housing Authority, and private organizations for cooperative funding partnerships. Options available for consideration shall include:

1. Development contributions
2. State Housing Initiatives Partnership (SHIP) funds
3. Grants
4. Community Development Block Grants (CDBG) funds
5. HOME Investment Partnerships
6. Emergency Solutions Grant
7. Neighborhood Stabilization Grants
8. National Housing Trust Fund (HTF)

9. Public Private Partnerships including opportunities with non-profit organizations

**Strategy H 1.5.4** – The City shall coordinate with the City of Jacksonville on the implementation and delivery of state and federal public housing programs, grants, and other initiatives within the City of Jacksonville Beach.

**Strategy H 1.5.5** – The City shall coordinate with the City of Jacksonville and other local and regional partnerships to inform the community about available housing programs and initiatives available to affordable housing.

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## **VI. Public Facilities Element**

# **Wastewater Management Subelement**

*Public Facilities Element*

## **Wastewater Management Subelement**

### *Public Facilities Element*

#### **Vision WM 1**

Provide wastewater treatment and collection that meets the health and safety needs of the community.

##### **Intent WM 1.1**

The City shall ensure that adequate treatment and pumping capacity exists or will be made available at the time a development order is issued by maintaining, improving and expanding service to accommodate the levels of service for appropriate population groups as established in this element, reducing infiltration and inflow to the system in accordance with this element, and expanding the Pollution Control Plant in accordance with this element.

**Strategy WM 1.1.1** – Maintain system to accommodate an average generation rate of 150 gallons per capita per day.

**Strategy WM 1.1.2** – Maintain system as needed to accommodate a minimum level of service for seasonal visitors of 100 gallons per capita per day.

**Strategy WM 1.1.3** – Reduce infiltration/inflow by continuing to perform maintenance on existing sewer lines and manholes.

**Strategy WM 1.1.4** – The City will maintain its concurrency management system, to closely monitor absorption of sewage treatment capacity and will provide for timely expansion of the Pollution Control Plant to meet anticipated demand, if needed.

##### **Intent WM 1.2**

The City shall continue to carry out its preventative maintenance program to maintain its lift stations pursuant to the following strategies.

**Strategy WM 1.2.1** – Repair and improve older lift stations as needed to ensure adequate capacity and reduce overflow and expand pumping to accommodate projected peak flows, and measured infiltration/inflow in service areas.

**Strategy WM 1.2.2** – Continue on-going infiltration/inflow maintenance program to identify problem areas quickly.

**Strategy WM 1.2.3** – Develop a routine of cleaning and other appropriate maintenance programs by allocating a percentage of budget for maintenance of system.

### **Intent WM 1.3**

The City shall develop a capital improvement program integrating sewer systems, future growth, and redevelopment needs.

**Strategy WM 1.3.1** – The prioritization of facilities should be based on a hierarchy of needs including:

1. Projects needed to protect the health and safety of the residents of the City; projects needed to correct existing deficiencies and maintain adequate Levels of Services.
2. Projects necessary to meet new growth needs.
3. Projects that contribute to economic or system efficiency.

### **Intent WM 1.4**

Develop policies that promote the long-term maintenance of the wastewater system or encourage innovative techniques.

**Strategy WM 1.4.1** – Continue to use treatment plant effluent for irrigation of the municipal golf course, ball fields, and other city facilities.

**Strategy WM 1.4.2** – Develop a program with the goal of removal and abandonment of remaining septic tanks, as feasible.

# **Solid Waste Subelement**

*Public Facilities Element*

DRAFT



## **Solid Waste Management Subelement**

### *Public Facilities Element*

#### **Vision SW 1**

Ensure the public health and safety by encouraging the provision of sufficient capacity at Duval County landfills to meet the disposal needs of Jacksonville Beach.

#### **Intent SW 1.1**

The City of Jacksonville Beach shall continue to provide its residents and visitors with solid waste collection and disposal based on the minimum level of service as established by this element.

**Strategy SW 1.1.1** – The City shall establish a minimum level of service for solid waste collection and disposal planning of 7.2 pounds per capita per day as an average generation rate.

**Strategy SW 1.1.2** – The City shall ensure that an agreement for private solid waste collection service is in effect to provide manpower and equipment, as necessary, to collection service is in effect to provide manpower and equipment, as necessary, to collect up to 7.2 pounds of solid waste per capita per day on average for disposal by the City of Jacksonville.

**Strategy SW 1.1.3** – The City will continue to rely on the City of Jacksonville to dispose of the solid wastes generated within the City limits without regard to levels of service in accordance with the Interlocal Agreement between the City of Jacksonville and the City of Jacksonville Beach.

**Strategy SW 1.1.4** – The City, through its Public Works Department, shall continue to promote the proper disposal of potentially hazardous wastes with the goal of reducing the amount of such waste entering the solid waste stream. The program shall be developed in cooperation with the private franchise waste haulers under contract with the City; and shall include education about, and enforcement of, existing local, state, and federal laws governing illegal dumping, public education on what constitutes a hazardous waste product, and will provide information on the City of Jacksonville's Hazardous Waste Mobile Collection Program (schedule and locations) to ease collection and proper disposal of household hazardous wastes, training programs for public and private employees on the identification and handling of hazardous wastes, and identification and cleanup of old dump sites if any exist.

### **Intent SW 1.2**

The City shall encourage technological innovations in waste disposal, recycling, reduction, and reuse through conformance with Florida statutes in accordance with this element.

**Strategy SW 1.2.1** – Continue residential recycling program to maintain a level where thirty (30) percent of the wastes generated are recycled, annually.

### **Intent SW 1.3**

The City shall ensure that City residents pay a reasonable charge for garbage collection and disposal.

**Strategy SW 1.3.1** – The City shall coordinate with Neptune Beach and Atlantic Beach to ensure that Jacksonville will continue to provide disposal facilities at no tipping cost to the City of Jacksonville Beach vehicles.

DRAFT

# **Stormwater Management Subelement**

*Public Facilities Element*

## **Stormwater Management Subelement**

### *Public Facilities Element*

#### **Vision SM 1**

Protect the public health, and safety and welfare of the citizens of Jacksonville Beach by ensuring adequate storm drainage facilities.

#### **Intent SM 1.1**

Maintain Levels of Service to meet City of Jacksonville Beach codes, St. Johns River Water Management District (SJRWMD) regulations, and Florida Department of Transportation (FDOT) requirements.

**Strategy SM 1.1.1** – The City shall utilize adopted levels of service for stormwater management systems constructed or reconstructed under development orders issued by Jacksonville Beach, according to the following schedule:

1. Major outfall facilities (trunk storm sewers, canals, waterways, natural drainage features and culvers of major outfalls) shall be designed and constructed to accommodate a 25-year, 24-hour frequency storm.
2. Major components of storm drainage systems in new residential subdivisions, or residential redevelopment, shall be designed and constructed to accommodate 25-year, 24-hour frequency storm and all other components of the stormwater system shall accommodate a 10-year, 24-hour frequency storm.
3. Stormwater management systems for all other types of new development and redevelopment shall be designed and constructed to accommodate a 10-year, 24-hour frequency storm.
4. Stormwater treatment shall be provided for a volume equivalent to either retention or detention with filtration, of the run-off from the first one inch of rainfall; or as an option, for facilities with a drainage area of less than 100 acres, the first one-half inch of run-off pursuant to Chapter 17-25, Florida Administrative Code. No discharge from any stormwater facility shall cause or contribute to a violation of water quality standards as provided in Section 17.302 of the Florida Administrative Code.

In existing developed areas where stormwater facilities are retrofitted, and in which standard treatment methods are impractical, appropriate Best Management Practices, as described in Florida Land Development Manual: A Guide to Sound Land and Water Management (DER, 1988), shall be utilized.

**Strategy SM 1.1.2** – Continuing to require securing approval of the on-site stormwater management system for applicable projects of all types from SJRWMD and FDOT, where appropriate for projects on the state highway system, before issuing any local development or construction permits.

#### **Intent SM 1.2**

The City shall approach storm drainage on a city-wide basis and maintain its user-based financing mechanism to fund necessary improvements and continued maintenance.

**Strategy SM 1.2.1** – The City shall continue to correct existing drainage facility deficiencies and provide for future facility needs for the entire City and the projected growth of the City.

**Strategy SM 1.2.2** –The City shall continue to implement the stormwater user fee program.

#### **Intent SM 1.3**

The City will continue to implement appropriate measures to improve storm drainage system performance through systemic maintenance of the existing facilities in accordance with this element and by protecting the integrity of the natural drainage features present within its jurisdiction.

**Strategy SM 1.3.1** – The Public Works Department will include funds in its operating budget to maintain the various drainage ditches under the control of the City on a routine basis.

**Strategy SM 1.3.2** – The City shall encourage FDOT to develop and implement a regular maintenance program of the drainage ditches under their ownership and control.

**Strategy SM 1.3.3** – Applicants for development permits for projects which discharge stormwater to surface waters of the Pablo Creek Basin shall retain, or detain with filtration, stormwater runoff from the first one inch of rainfall, or to implement “Best Management Practices” as recognized by the Florida Department of Environmental Protection. An applicant with a “stormwater to wetland discharge permit” issued by the Florida Department of Environmental Protection must show that the design for a stormwater to wetlands facility complies with the performance criteria established by rule. These include ownership, pretreatment for the first one inch of rainfall, no disruption of normal hydroperiod, bleed-down time, and prevention of channelized flow.



# **Potable Water Subelement**

## *Public Facilities Element*

DRAFT

## Potable Water Subelement

### *Public Facilities Element*

#### **Vision PW 1**

Provide sufficient water supply, treatment, and transmission capacity to ensure the public health, welfare, and safety for the citizens of Jacksonville Beach.

#### **Intent PW 1.1**

Provide adequate water supply and treatment to serve the future growth and needs of Jacksonville Beach.

**Strategy PW 1.1.1** – The City shall develop and update the Capital Improvements Program, as necessary to ensure sufficient water supply for the projected population.

**Strategy PW 1.1.2** – The City shall routinely reevaluate the rate structure to determine if and when increases in rates will be necessary and investigate other funding options.

**Strategy PW 1.1.3** – The City shall continue to educate the public and update existing programs on water resource conservation to minimize consumption.

**Strategy PW 1.1.4** – The City shall continue to monitor source water for salt water intrusion into the City's water supply and update the Subregional Flow and Transport Model.

**Strategy PW 1.1.5** – The City shall ensure sufficient capacity to meet fire flow requirements to serve future needs.

**Strategy PW 1.1.6** – Prior to approval of any development permit application for new development, the Planning and Development Department shall consult with the Public Works Department to determine whether adequate water supply exists to serve the new development, or will exist no later than the anticipated date of issuance of a Certificate of Occupancy for that development. No Development Permit application shall be approved for new development unless it is confirmed by the Public Works Department that adequate water supplies will be available.

**Strategy PW 1.1.7** – The City of Jacksonville Beach 10-Year Water Supply Facilities Work Plan (2018 – 2028) is hereby adopted by reference.

**Strategy PW 1.1.8** – The City shall maintain a Water Supply Facilities Work Plan that is coordinated with the St. Johns River Water Management District's (SJRWMD) North Florida Regional Water Supply Plan (NFRWSP). Within 18 months of adoption of any subsequently updated North Florida Regional Water Supply Plan, the City shall update its Water Supply Facilities Work Plan and related comprehensive plan policies as necessary.

**Strategy PW 1.1.9** – The City shall continue to implement its Water Conservation Plan submitted to the SJRWMD as part of the City's consumptive use permitting (CUP) process.

#### **Intent PW 1.2**

Provide adequate maintenance and repair of critical water distribution system components.

**Strategy PW 1.2.1** – The City shall continue to Replace existing 2-inch galvanized water mains with 2-inch or 6-inch PVC mains and provide additional fire hydrants throughout the City, pending availability of funds.

**Strategy PW 1.2.2** – The City shall continue to Replace existing 6-inch unlined cast iron water mains with 6-inch PVC mains and provide additional fire hydrants, pending availability of funds.

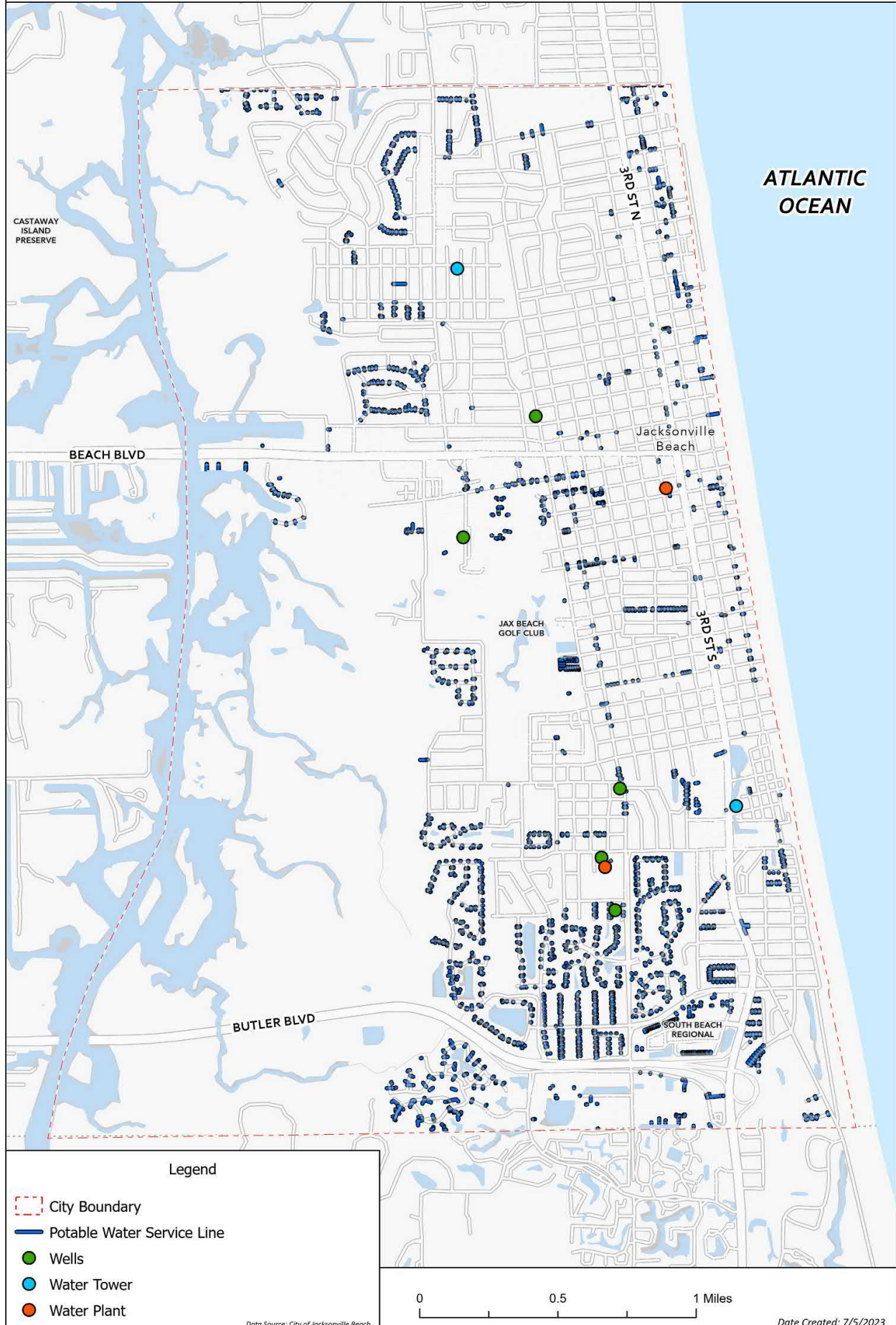
**Strategy PW 1.2.3** – The City shall maintain a valve and hydrant exercising program to identify, replace, and repair any defective valves and/or hydrants.

**Strategy PW 1.2.4** – The City shall maintain existing elevated potable water supply tanks.

**Strategy PW 1.2.5** – Provide additional fire hydrants where necessary throughout the City on existing water mains, pending availability of funds.

**Strategy PW 1.2.6** – The City shall increase water quality by eliminating dead end mains through looping within the system.

**Strategy PW 1.2.7** – The City shall increase hydraulic capacity by increasing infrastructure size, decreasing friction within the pipes, and removing dead ends within the system.



# **Ground Water Aquifer Recharge Subelement**

*Public Facilities Element*

## **Groundwater Aquifer Recharge Subelement**

### *Public Facilities Element*

#### **Vision AR 1**

The City shall maintain its groundwater aquifer resources to assure an adequate supply of good quality groundwater for uses by its residents.

#### **Intent AR 1.1**

The City shall assist in efforts to reduce draw-down from the Floridian aquifer through the implementation of potable water conservation activities in accordance with this element.

**Strategy AR 1.1.1** – The City shall continue to enforce Section 553.14, F.S. governing water usage standards for plumbing fixtures in new installations and, where appropriate, for substantial rehabilitation of existing installations.

**Strategy AR 1.1.2** – The City shall continue to enforce regulations encouraging and providing guidelines for the use of xeric landscape techniques to minimize demand for irrigation water.

**Strategy AR 1.1.3** – The City shall continue involvement in local water conservation efforts and efforts by the St. Johns River Water Management District (SJRWMD), including compliance with mandatory restrictions, public relations and education, and rate structuring.

#### **Intent AR 1.2**

The City shall act to ensure that there will be an adequate supply, of a quality sufficient for its intended use, of groundwater from the surficial aquifer to meet existing and future demands from this source.

**Strategy AR 1.2.1** – The City shall continue to enforce existing requirements which result in the reservation and maintenance of open and/or landscaped areas, on-site stormwater retention facilities, and other standards; including, but not limited to setback requirements, minimum landscaping requirements, stormwater retention standards, floodplain zoning, and other requirements related to discharges into the storm sewer system.

**Strategy AR 1.2.2** – The City shall examine the potential for expansion of the treated effluent pumping system, and will evaluate other potential installations of this type to further return treated water to the shallow aquifer recharge system.

#### **Intent AR 1.3**

The City shall continue to implement the Senate Bill 64 Compliance Plan.



**Strategy AR 1.3.1** – The City shall continue to develop and test solutions both independently and in conjunction with Atlantic Beach and Neptune Beach.

DRAFT

## **VII. Conservation & Coastal Management Element**

## **Conservation and Coastal Management Element**

### **Vision CCM 1**

The City shall encourage the protection, preservation, and enhancements of its natural environment to maintain or enhance air quality, vegetative communities, wildlife habitats and the natural functions of soils, fisheries, wetlands and estuarine wetlands.

#### **Intent CCM 1.1**

Areas of native vegetation, wildlife habitat, marine resources, and coastal wetlands shall be protected, conserved, restored, and enhanced by implementing the provisions of this element.

**Strategy CCM 1.1.1** – Natural vegetation and habitats shall be protected through conservation, restoration, and enhancement. The impact of proposed development and redevelopment in areas of natural vegetation shall be minimized by maintaining such vegetation or requiring on-site mitigation where no practical alternative to destruction is feasible.

**Strategy CCM 1.1.2** – All undeveloped areas of natural vegetation within a 50-foot strip landward of the salt marsh shall be designated conservation-protected and shall remain as an undisturbed buffer region providing habitat adjacent to the marsh. The edge of the salt marsh shall be defined by the Mean High Water (MHW), or the landward extent of the salt marsh vegetative association, if more landward than the MHW.

**Strategy CCM 1.1.3** – No new land subdivision or redevelopment will be approved unless all of the lots proposed for development contain uplands large enough for the proposed development activity and all required buffers and conservation-protected areas. Existing single-family homes are exempt from this strategy.

#### **Intent CCM 1.2**

Water quality of the Pablo Creek estuarine system shall be maintained and improved, as based on EPA water quality index procedures as specified by the Florida Department of Environmental Regulation.

**Strategy CCM 1.2.1** – The City shall comply with the vision, intent, and strategies of the Wastewater Sub-element of this Comprehensive Plan, as to maintain and improve the water quality of the Pablo Creek estuarine system.

**Strategy CCM 1.2.2** - All new marshfront development shall utilize natural vegetation within the 50-foot conservation-protected buffer area to filter runoff, thereby approximating a natural hydrological regime. Channelized discharge of stormwater runoff shall be specifically discouraged. Appropriate standards to

address these issues shall be incorporated into the City's land development code (LDC) regulations.

**Strategy CCM 1.2.3** - The dredging of new boat basins shall be in strict compliance with all existing State and Federal regulations.

All dredged material shall be disposed of in approved upland containment areas. The Army Corps of Engineers, SJRWMD and Department of Environmental Protection shall continue to regulate those activities that fall within their jurisdictions and, to that extent, will provide the administration and enforcement necessary to fulfill this policy.

**Strategy CCM 1.2.4** - Boat stripping and maintenance activities using zinc or copper compounds shall be strictly segregated from waterfront locations to minimize the introduction of these elements to the estuary.

**Strategy CCM 1.2.5** - Applicants for development permits for projects which discharge stormwater to surface waters of the Pablo Creek Basin shall retain, or detain with filtration, stormwater runoff from the first one inch of rainfall, or to implement "Best Management Practices" as recognized by the Florida Department of Environmental Regulation. Prior to civil review, an applicant must provide the City with a "stormwater to wetland discharge permit" issued by the Florida Department of Environmental Protection.

#### **Intent CCM 1.3**

The City shall meet or exceed the minimum air quality levels established by the Florida Department of Environmental Regulation.

**Strategy CCM 1.3.1** - The City shall work to minimize the adverse effects of automotive emissions by implementing the Comprehensive Plan, encouraging alternative transportation modes, and prioritizing redevelopment in locations where there are existing facilities.

#### **Intent CCM 1.4**

The City shall act within its authority to protect surface waters within its limits in accordance with this Comprehensive Plan.

#### **Intent CCM 1.5**

The City shall protect the natural functions of the 100-year floodplain so that the flood-carrying and flood storage capacity are maintained.

**Strategy CCM 1.5.1** - The City shall identify and recommend to the State and the SJRWMD floodplains that would warrant acquisition under the Florida Forever Program.

#### **Intent CCM 1.6**

The City's conservation-protected wetlands shall be protected from physical and hydrologic alteration. No net loss of estuarine wetlands shall be permitted without mitigation, preferably on-site.

**Strategy CCM 1.6.1** - All undeveloped estuarine wetland areas, as delineated under Florida DER and/or SJRWMD criteria, shall continue to be designated as conservation-protected areas on the Future Land Use Map. All palustrine wetlands are classified as conservation-restricted areas and are depicted on the Conservation Land Map.

**Strategy CCM 1.6.2** - The City shall amend, adopt and uphold LDC regulations to ensure that:

1. Site plans for new development and redevelopment identify the location and extent of wetlands located on the property;
2. Site plans provide measures to assure that normal flows and quality of water will be provided to maintain wetlands after development or redevelopment; or
3. Where alteration of wetlands is necessary in order to allow reasonable use of property, either the restoration of disturbed wetlands will be provided or additional wetlands will be created to mitigate any wetland destruction; and
4. To the maximum extent possible, all wetland mitigation will be performed "on-site."

**Strategy CCM 1.6.3** - The City shall cooperate with the Florida Department of Environmental Protection the SJRWMD, and the U.S. Army Corps of Engineers to improve compliance with existing dredge and fill permit regulations.

#### **Intent CCM 1.7**

All native vegetation communities, wildlife habitats, and native fauna shall be identified, managed, and protected.

**Strategy CCM 1.7.1** - The City shall work to maintain a comprehensive inventory of ecological communities within its incorporated limits which shall include species, populations, habitat conditions, occurrences, and disturbances; and shall recommend acquisition through the Florida Friendly Program of the most vulnerable communities.

**Strategy CCM 1.7.2** - No new subdivision will be approved unless all of the lots proposed for development contain uplands large enough to contain the proposed activity and all required buffers, preservation, and active recreation areas.

**Strategy CCM 1.7.3** - Development proposals that cannot preserve the required buffer regions (as required in Intent FLU 1.6) or percentages of the native vegetation on the site shall submit a mitigation plan in conjunction with the site plan. Mitigation may take several forms, including the creation of new habitats of the same type destroyed, restoration of previously disturbed areas, and/or purchase for the preservation of habitat similar to that destroyed. To the maximum extent possible, all mitigation must be performed "on-site." Mitigation areas shall be planted with native, drought tolerant plant species.

**Strategy CCM 1.7.4** - The City shall protect endangered and rare species by use of conservation easements, transfer of development rights, fee simple acquisition, and zoning.

**Strategy CCM 1.7.5** - The City shall assist in the application of and compliance with all local, state and federal regulations that pertain to endangered and rare species.

**Strategy CCM 1.7.6** - The City shall consult with the Florida Fish and Wildlife Conservation Commission (FWC) prior to the issuance of any building permit that would result in an adverse impact to any endangered or rare species.

#### **Intent CCM 1.8**

The City shall continue to protect and conserve the natural functions of existing soils, fisheries, lakes, floodplains, estuarine marshes, and marine habitats.

**Strategy CCM 1.8.1** - The City shall protect and conserve the natural functions of existing soils, fisheries, lakes, floodplains, estuarine marshes, and marine habitats through the implementation of the policies regarding these resources set forth in the various elements of this Plan and enforcement of existing local, state, and federal regulations designed to protect and conserve these functions.

**Strategy CCM 1.8.2** - The City shall consider lands with aquatic grass beds as a priority when selecting environmentally sensitive lands for acquisition and use as a public preserve for passive recreation.

#### **Intent CCM 1.9**

The City shall protect ground water resources.



**Strategy CCM 1.9.1** - In accordance with Florida Statutes for water supply planning, the City shall cooperate with SJRWMD in the evaluation and updates of applicable data and analysis of current and project water needs for at least a 10-year period, initiate Comprehensive Plan Amendments, and update the City's Water Supply Facilities Work Plan as necessary.

**Strategy CCM 1.9.2** - The City shall implement water conservation, use, and supply protection programs consistent with the SJRWMD Plans and the City's Water Supply Facilities Work Plan.

## **Vision CCM 2**

Through incentives, regulations, and engineering solutions, the City shall ensure that the development and redevelopment of property reduces flood risk which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

### **Intent CCM 2.1**

The City shall act to protect, conserve, restore, and enhance its beach and dune system by adopting management practices, construction and redevelopment standards which align with the Duval County Local Mitigation Strategy (LMS) and will enhance its performance in accordance with the Comprehensive Plan.

**Strategy CCM 2.1.1** – The City shall continue to plan and implement mitigation strategies, including those projects delegated to the City in the Duval County Local Mitigation Strategy.

**Strategy CCM 2.1.2** - Construction seaward of the Coastal Construction Control Line (CCCL) shall be strongly discouraged. Any development which does occur, including construction of coastal or shore protection structures, shall be carried out in strict compliance with City, Federal, and SJRWMD regulations. The City shall also require vulnerability reduction measures for all new development, redevelopment, and infrastructure in these areas, such as additional hardening, higher floor elevations or incorporation of natural infrastructure for increased resilience.

**Strategy CCM 2.1.3** - The City, in cooperation with Duval County, shall request for the Florida Department of Environmental Protection to reestablish the Coastal Construction Control Line (CCCL) every five (5) years.

**Strategy CCM 2.1.4** - The City shall encourage and support Beach Renourishment projects administered by the U.S. Army Corps of Engineers.

**Strategy CCM 2.1.5** - Responsibilities of the City may include, but not be limited to, providing irrigation and fertilization as necessary to ensure the continued health of dune stabilizing vegetation; replacing vegetation as needed; and constructing and maintaining pile supported wooden dune walkovers at public beach access points.

**Strategy CCM 2.1.6** - Wind erosion shall be controlled through stabilization of the berm, using the most effective methods to improve the performance of the beach fill.

**Strategy CCM 2.1.7** - Foot traffic across the stabilized berm should be eliminated by maintaining existing or constructing new elevated walkways or crossovers at each point of public access so that the vegetation which provides long term stability remains undisturbed.

## **Intent CCM 2.2**

Rise in sea level projected by the Federal Government (National Oceanic and Atmospheric Administration) shall be taken into consideration in all future decisions regarding the design, location, and development of infrastructure and public facilities in the potentially affected areas.

## **Intent CCM 2.3**

The City shall ensure that future development and redevelopment will minimize the exposure of population, particularly vulnerable populations, and property to storm damage and sea level rise by adopting and enforcing requirements pursuant to the standards established by the Duval County Mitigation Plan, this Comprehensive Plan Element, and FL State Statute to regulate development within Coastal High-Hazard Areas (CHHA) and curtail public funding within these areas.

**Strategy CCM 2.3.1** - The City's Floodplain Management and Stormwater Ordinance shall comply with the minimum building elevations of the FEMA Flood Insurance Rate Maps and the building requirements of the National Flood Insurance Program. The Ordinance shall be in full compliance with guidelines established by the SJRWMD and shall specifically restrict discharge of rainwater into ditches that may flood evacuation routes.

**Strategy CCM 2.3.2** - The Coastal High Hazard Area (CHHA) for Jacksonville Beach shall consist of the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model (Sec. 163.3178(2)(h), F.S.) as depicted in the 2050 CHHA Map.

**Strategy CCM 2.3.3** - The Duval County Local Mitigation Strategy (LMS) Plan shall be reviewed and updated on a five-year basis, beginning the calendar year which follows the adoption of this planning element. In the revisions, the City Manager or a similarly appropriate personnel, shall identify specific actions that could be implemented to reduce exposure to natural hazards.

**Strategy CCM 2.3.4** - City-funded public facilities shall not be built in the CHHA, unless the facility is for public access or resource restoration.

**Strategy CCM 2.3.5** - Undeveloped city-owned lands within the CHHA shall be designated "conservation-protected areas" on the Future Land Use Map, and the coastal high-hazard areas shall be shown on the zoning maps.

**Strategy CCM 2.3.6** – The City shall align with and enhance Florida Building Code design and construction standards to ensure the integrity of new, existing, and redeveloped buildings.

**Strategy CCM 2.3.7** - Undeveloped upland areas adjacent to the estuarine marshes shall be designated for conservation or low density residential use to provide an adequate buffer bordering the marsh and to reduce the extent of development in flood prone areas. Residential development shall be required to comply with minimum flood elevation requirements. The placement of fill in these areas shall be limited to only that which is absolutely necessary and enhances the public health, safety and welfare.

**Strategy CCM 2.3.8** - All new construction, substantial improvements; or reconstruction, redevelopment, or repair of damaged structures shall comply with the provisions of the existing coastal zone requirements. In the event a structure is damaged by any cause to an extent exceeding 50 percent of its assessed value, the entire structure and not just the repaired portion must be brought into compliance with these requirements.

**Strategy CCM 2.3.9** - Repair or reconstruction of existing seawalls must be accompanied by beach fill, or performed in anticipation of beach renourishment or reconstruction.

**Strategy CCM 2.3.10** - The City shall identify structures in the CHHA, inventory their assessed value, judge the utility of the land for public access, and make recommendations for acquisition or the transfer of development rights when post-disaster opportunities arise.

## **Intent CCM 2.4**

The City's hurricane and extreme weather evacuation time shall align with the Statewide Evacuation Study Program, Northeast Florida Study and shall be adjusted and re-examined following the release of updated studies.

**Strategy CCM 2.4.1** - The City shall notify each resident household of evacuation procedures prior to each hurricane season. Hotels, short-term rentals, condominiums, and the like shall post this notification conspicuously in each unit. Each new dwelling unit shall be posted with this information when a Certificate of Occupancy is issued. Landlords and property managers shall provide this notice to tenants of rental units upon execution of a lease or rental agreement.

**Strategy CCM 2.4.2** - Future improvements to emergency evacuation route roads shall reduce or eliminate hindrances likely to result from flooding by increasing the resiliency capacity.

**Strategy CCM 2.4.3** - The City shall review the Statewide Regional Evacuation Study Program, Northeast Florida Study, and incorporate pertinent data and directives related to hurricane evacuation from Jacksonville Beach.

## **Intent CCM 2.5**

The City shall consider in all decision-making processes whether the action or decision will increase, reduce or mitigate flood potential from sea level rise, high tide and storm surge, including:

1. Comprehensive Plan and Land Development Code amendments. The City shall evaluate its policies and regulations on a periodic basis to consider amendments to reduce and/or mitigate flooding impacts and shall ensure amendments do not increase the extent and depth of flood potential.
2. Land use and zoning amendment decisions. Density offsets in the CHHA shall not result in an increase in density or intensity within areas forecasted to flood due to sea level rise or high tide events forecasted through 2050 based on high risk scenario.
3. Subdivision, Planned Unit Development and Site Plan reviews. The City shall ensure all applicable policies and regulations are enforced during development review procedures and shall evaluate opportunities for offering incentives for exceeding minimum standards.
4. Budgetary Process, Strategic Plans and Departments. The City shall consider opportunities to reduce and/or mitigate flood impacts in preparing its budget, evaluating public projects and determining priorities by Department.

5. Infrastructure Improvements. The City shall give high priority to infrastructure improvements and other engineering solutions that will increase public health and safety by improving flood resiliency.

#### **Intent CCM 2.6**

The City shall implement the following redevelopment and development principles, strategies and engineering solutions to reduce the extent of real property and structures located in designated flood zones.

**Strategy CCM 2.6.1** - The City shall evaluate land acquisition opportunities based on the following guiding principles:

- a. Identify and prioritize sites that are determined the most vulnerable to flooding based on modeling, projected sea-level-rise effects, and/or recorded repetitive structural damage
- b. Prioritize sites that maximize public benefits, including shoreline access, recreation, conservation, mitigation and other objectives of the Comprehensive Plan
- c. Reduce acquisition costs by seeking out willing sellers through voluntary land acquisition or the transfer of development right
- d. Coordinate with regional, state and federal agencies and non-profit programs on funding acquisition priorities
- e. Pursue options to assemble acquisition lands to maximize effectiveness and reduce infrastructure demands

**Strategy CCM 2.6.2** - The City shall identify opportunities to reduce density/intensity of existing development in flood zones:

- a. Prioritize potential sites appropriate for less than fee simple purchase of partial development rights following the same principles as for fee simple acquisition.
- b. Prioritize sites that are suitable for conversion to less susceptible and/or lower intensity land uses in conjunction with fee simple purchase of partial development rights.
- c. Evaluate opportunities for public/private partnerships to implement drainage improvements, selective seawall construction or other engineering solutions in conjunction with reduction of density/intensity.

**Strategy CCM 2.6.3** – The City shall amend its floodplain regulations to require the elevation of new structures and substantially repaired/improved structures located in flood zones to a minimum of 1.5 feet above applicable base flood elevation standards.

**Strategy CCM 2.6.4** - The City shall limit public expenditures that would facilitate development within areas vulnerable to projected flooding from sea level rise through 2050 and high tides, and shall encourage local governments, agencies and service providers to implement the same strategy.

**Strategy CCM 2.6.5** - The City shall ensure that drainage swales, ditches, stormwater retention areas and urban conveyance systems are maintained to achieve maximum design capacity and flow. The City shall conduct periodic inspections of private drainage systems under its regulatory jurisdiction to ensure enforcement of permitting conditions relating to operation and maintenance of drainage systems, and shall encourage the SJRWMD to conduct similar inspections for systems under its jurisdiction.

**Strategy CCM 2.6.6** - The City shall coordinate with the Florida Department of Transportation (FDOT), Duval County, the Duval County School District and other government agencies that own development sites, control right-of-way or provide services in order to evaluate opportunities for partnering on drainage improvements and to encourage designs that minimize and mitigate flood impacts.

#### **Intent CCM 2.7**

The City shall evaluate and adopt regulations to require or incentivize the following site development techniques and best management practices to reduce losses due to flooding and resulting insurance claims:

**Strategy CCM 2.7.1** - The City shall implement and uphold regulations that reduce the extent of required impervious surfaces. This includes revised minimum and maximum off-street parking ratios, additional parking flexibility including compact, bicycle, and golf-cart parking credits, shared parking ratios for uses with different peak periods, and the use of pervious materials for driveways, parkways and sidewalks.

**Strategy CCM 2.7.2** – Where feasible, the City shall require shared access points and cross-connections between developments, particularly along 3<sup>rd</sup> Street, and where the result would be a reduction of impervious surface.

**Strategy CCM 2.7.3** - Support regulatory and financial incentives for elevating the first floor of structures on pilings in A-zones to allow for parking beneath the structure. Implement the same strategy for elevating the first-floor structures above minimum regulatory requirements in V-zones, as necessary, to locate parking below structures.

**Strategy CCM 2.7.4** – The City shall incorporate flood mitigation strategies into their landscaping and development standards.



**Strategy CCM 2.7.5** – The City shall continue to provide public education on flood protection, best management practices and the National Flood Insurance Program via its website, citizen engagement, workshops, and other outreach methods.

**Intent CCM 2.8**

The City shall maintain flood-resistant construction requirements that are consistent with, or more stringent, than the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., Part 60.

**Intent CCM 2.9**

Construction activities seaward of the coastal construction control lines established pursuant to and consistent with S.161.053 shall be consistent with Chapter 161, Florida Statutes.

**Intent CCM 2.10**

The City shall continue to participate in the National Flood Insurance Program Community Rating System (CRS) administered by FEMA and shall periodically evaluate program options for improving its rating to maximum insurance premium discounts for their residents.

**Vision CCM 3**

The City shall maintain and improve the public access, level of service (LOS) and resiliency of public land use along the shorelines and coastal resources of the City.

**Intent CCM 3.1**

Shoreline land uses which incorporate public uses and access to shorelines and coastal resources shall be incentivized and prioritized during development and redevelopment.

**Strategy CCM 3.1.1** - City development regulations shall assure that land uses along the oceanic and estuarine interfaces (shorelines) are limited to those uses which incorporate public uses and access to the shorelines and coastal resources.

**Strategy CCM 3.1.2** - Expanded or new water-dependent and water-related uses shall be located in areas that have low vulnerability to environmental degradation and impacts on the natural habitat and wildlife. The location of any future marinas proposed within the City shall be consistent with the Duval County Manatee Protection Plan and the Duval County Maritime Management Plan.

### **Intent CCM 3.2**

Public access to the beachfront shall be maintained, and the availability and diversity of parking for beach visitors shall be improved.

**Strategy CCM 3.2.1** - Existing public access to the beach shall be maintained by new development or redevelopment. New beachfront development or redevelopment shall show on their site plans existing provisions for beach access, and the proposed development or redevelopment shall continue the current form of access, modify it in an equivalent form on-site, or donate to the City an improved provision for public access elsewhere in the City.

**Strategy CCM 3.2.2** - New beachfront development or redevelopment shall not result in a net loss of public parking for beach visitors. Replacement parking must be no less convenient for beach visitors than that it replaces.

**Strategy CCM 3.2.3** – The City shall encourage and pursue providing bicycle parking, and other types of multi-modal transportation parking, at all public beach access locations. Similarly, development and redevelopment that impacts public beach access shall be required to provide bicycle parking as required by the City's LDC.

**Strategy CCM 3.2.4** — Where feasible, the City shall expand public parking through the development of new parking areas, expansion of existing parking areas, and/or development of a parking garage.

### **Intent CCM 3.3**

Public access to the Pablo Creek marshfront shall be maintained and improved by restricting the development of additional marina sites in accordance with the State Marina Siting Plans.

**Strategy CCM 3.3.1** - The City shall not encourage the development of additional marina sites prior to full utilization of existing sites. Expansion of existing facilities adjacent to existing sites shall emphasize dry storage. All additional marina development shall be carried out in strict compliance with current State regulations, and the environmental consequences of such development shall be weighed carefully against the public benefit received. Criteria for location and operation shall include (a) existence of not less than four (4) feet of natural depth below the mean low water level, (b) sufficient upland to support the facility and for adequate parking, (c) fuel spill protection, (d) wake control, (e) sewage pump-out facilities, and (f) permanent predesignated spoil areas. No new upland area shall be created for marina developments, unless carried out in strict compliance with existing State and federal regulations; nor shall such activity receive the

support of the City without careful consideration of the associated environmental costs and public benefits.

**Strategy CCM 3.3.2** - The City shall continue to support efforts of Duval County towards the acquisition, and development for passive recreation, of the salt marsh wetlands lying along the east side of Pablo Creek, south of the City's Bird and Wildlife Sanctuary and north of 2<sup>nd</sup> Avenue North.

#### **Intent CCM 3.4**

The LOS standards adopted elsewhere in this Comprehensive Plan for facilities in the coastal area and the additional standards under this intent shall be applied whenever development orders or permits are requested.

**Strategy CCM 3.4.1** - The master drainage plan should include the designation of conservation or buffer zones separating upland development and existing stormwater outfalls from the estuarine marsh to minimize the impacts of future development on the estuarine environment. A program schedule for increased maintenance of the drainage ditches by regular clearing to decrease the quality of runoff routed to the marsh by reducing detention time prior to its release shall be included in the drainage plan.

**Strategy CCM 3.4.2** - Flood-proofing of potable water lines and sewerage, and the continuous improvement of storm drainage as detailed in the Public Facilities Element, shall be required to facilitate post-disaster redevelopment.

#### **Intent CCM 3.5**

The City shall manage coastal resources and natural systems without regard to political boundaries.

**Strategy CCM 3.5.1** - The City shall review the comprehensive plans of adjacent coastal communities, as well as those of Duval and St. Johns Counties, to determine if coastal resources, particularly the beaches, coastal wetlands, areas of native upland vegetation, and the Pablo Creek estuarine system, are being managed in a consistent manner.

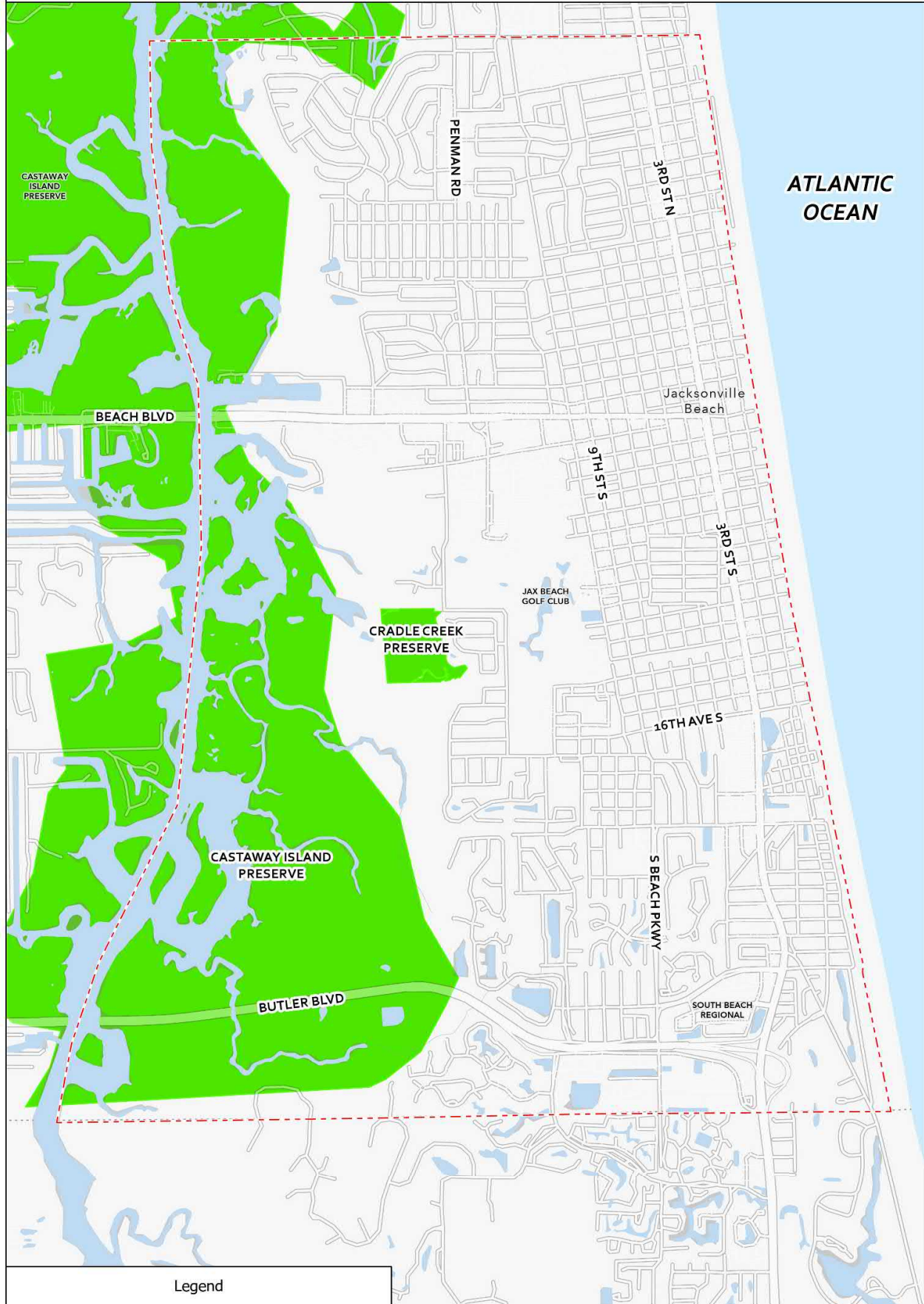
**Strategy CCM 3.5.2** - The City shall coordinate development in the coastal zone with all adjacent communities and coastal municipalities which may be impacted by such development, and shall forward copies of development proposals to potentially affected jurisdictions for review and comment.

**Strategy CCM 3.5.3** - The City shall cooperate with State and regional efforts to coordinate management of the Pablo Creek estuarine system, including participation in watershed community workshops, basin-wide stormwater planning, and development of best management practices.

**Strategy CCM 3.5.4** - The City shall align all conservation and coastal management intents and strategies with the intergovernmental element of the Comprehensive Plan. The City shall assist regional, local, federal, non-profit and the like efforts to create conservation and coastal management master plans and policies.

**Strategy CCM 3.5.5** - The City, in cooperation with adjacent coastal communities, shall establish a mechanism to develop a county-wide beach and dune management plan to demonstrate a commitment to regional beach resources, and to insure the long-term maintenance of a viable dune system throughout Duval County's beaches.

DRAFT



### Legend

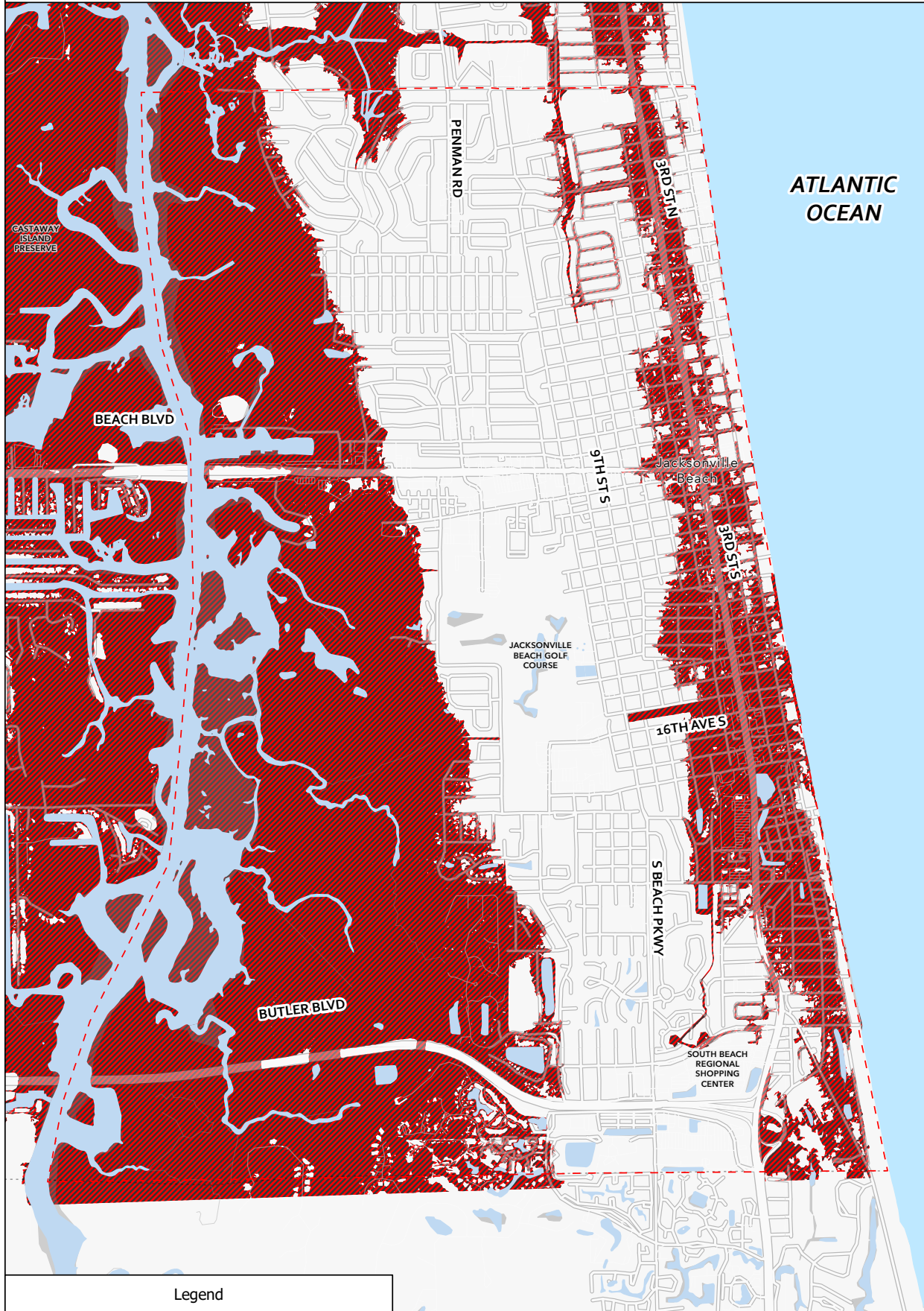
- City Boundary
- Conservation Lands

Data Source: City of Jacksonville Beach

0 0.5 1 Miles

Date Created: 7/5/2023





### Legend

- City Limits
- Coastal High Hazard Area

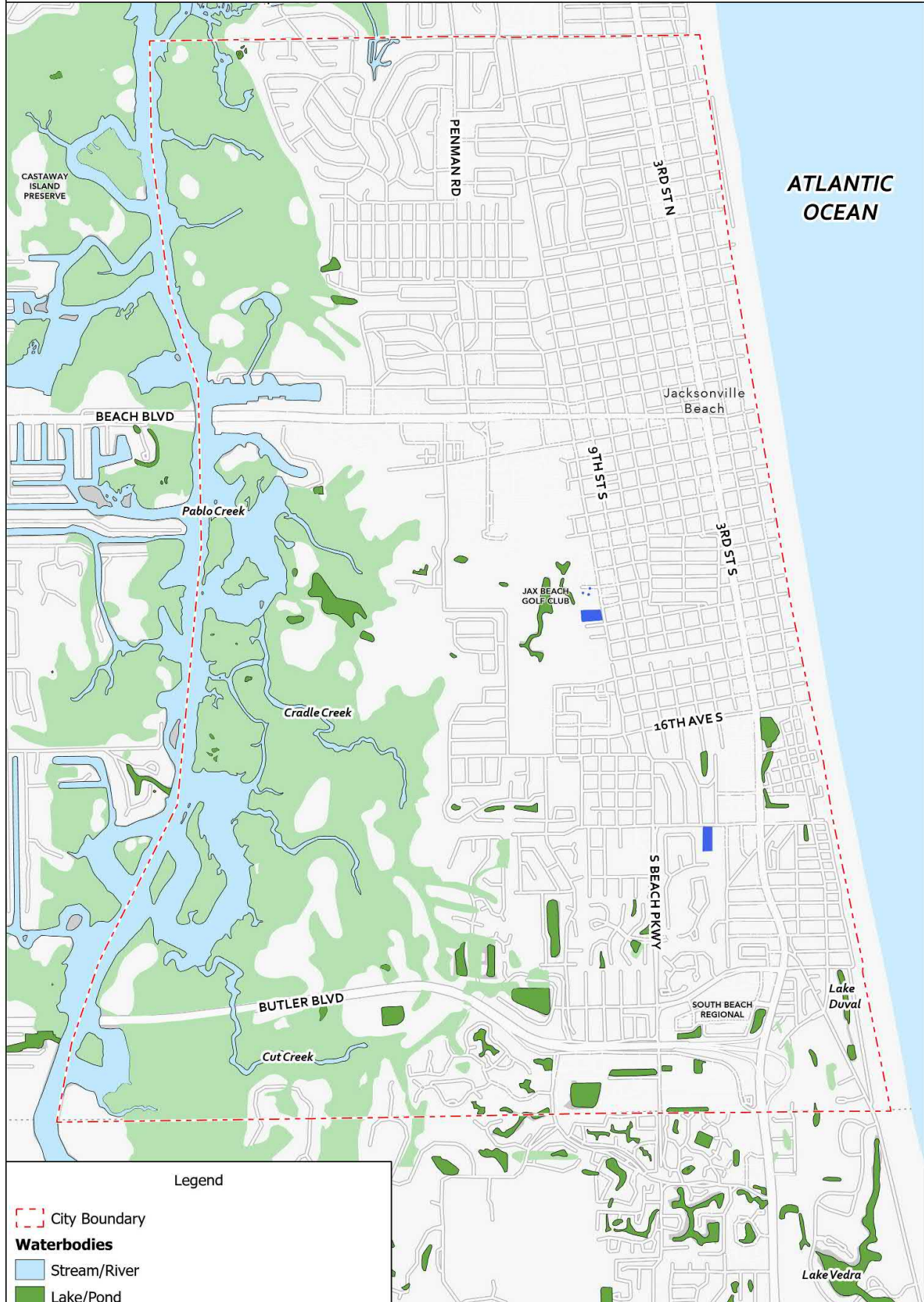
Data Source: NEFRC, Maximum of Maximum Storm Surge Inundation for Category 1 Storm Surge

0 0.5 1 Miles

Date Created: 2/28/2024



# CITY OF JACKSONVILLE BEACH WATERBODIES



**Legend**

- City Boundary
- Waterbodies**
  - Stream/River
  - Lake/Pond
  - Reservoir
  - Swamp/Marsh

Data Source: US Fish & Wildlife Service

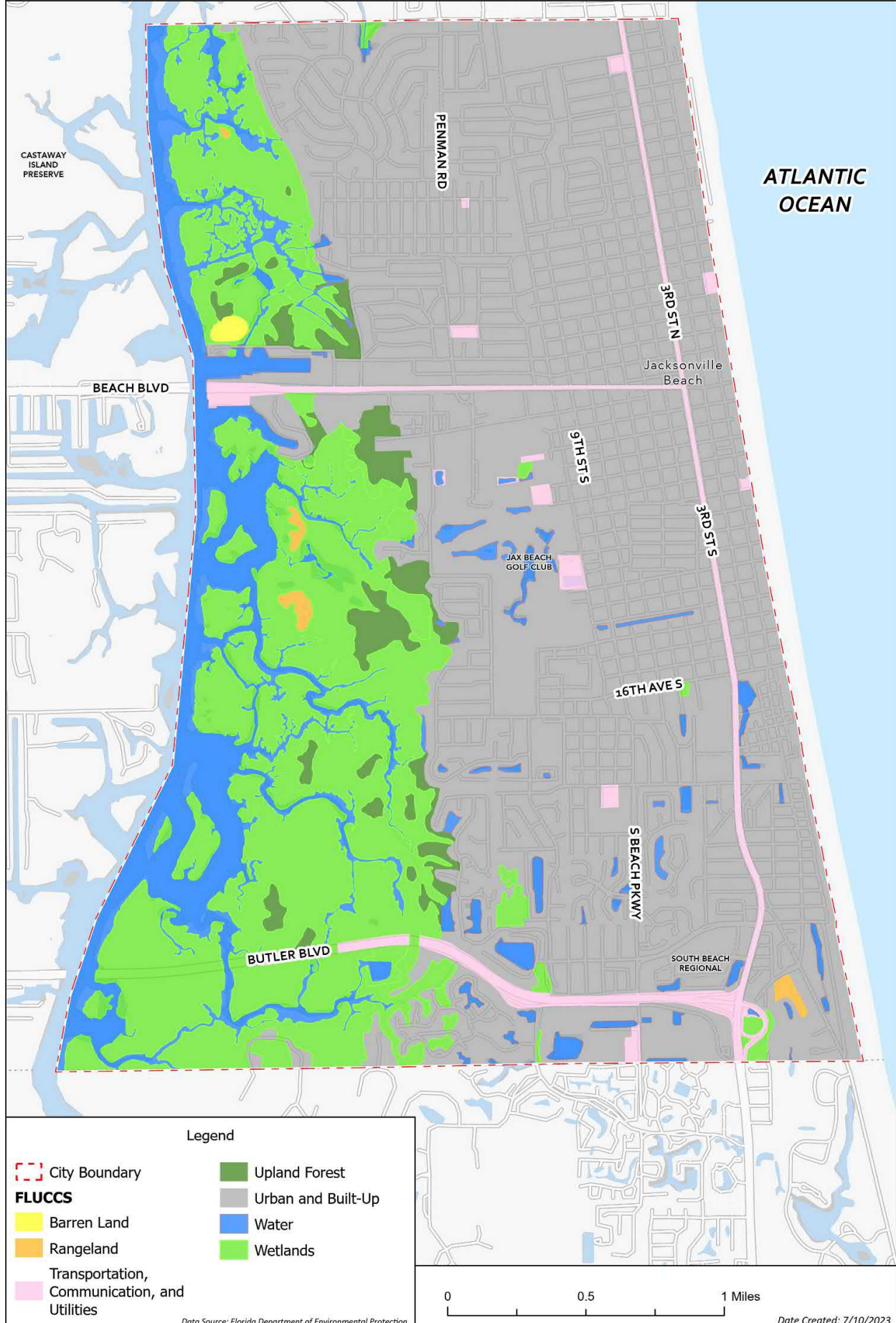
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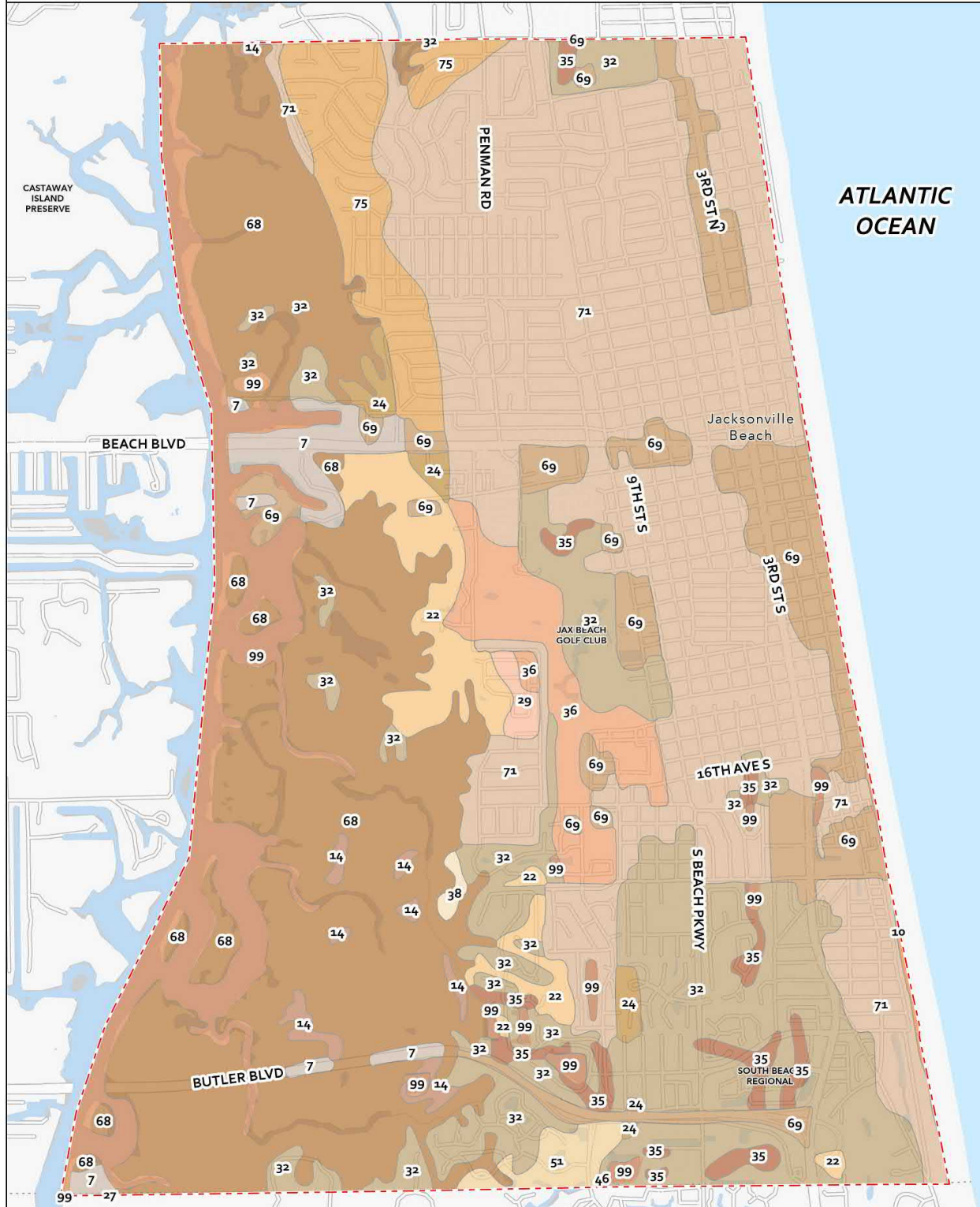
# CITY OF JACKSONVILLE BEACH

## FLORIDA LAND USE AND COVER CLASSIFICATION SYSTEM (FLUCCS)



# CITY OF JACKSONVILLE BEACH

## SOIL & TOPOGRAPHY



| City Boundary |                                                                         |
|---------------|-------------------------------------------------------------------------|
|               | City Boundary                                                           |
| Soils         |                                                                         |
|               | 7 - Arenes, nearly level                                                |
|               | 10 - Beaches, very frequently flooded                                   |
|               | 14 - Boulogne fine sand, 0 to 2 percent slopes                          |
|               | 22 - Evergreen-Wesconnett complex, depressional, 0 to 2 percent slopes  |
|               | 24 - Hurricane and Ridgewood soils, 0 to 5 percent slopes               |
|               | 27 - Kershaw fine sand, 2 to 8 percent slopes                           |
|               | 29 - Kureb fine sand, 2 to 8 percent slopes                             |
|               | 32 - Leon fine sand, 0 to 2 percent slopes                              |
|               | 35 - Lynn Haven fine sand, 0 to 2 percent slopes                        |
|               | 36 - Mandarin fine sand, 0 to 2 percent slopes                          |
|               | 38 - Mascotte fine sand, 0 to 2 percent slopes                          |
|               | 46 - Ortega fine sand, 0 to 5 percent slopes                            |
|               | 51 - Pelham fine sand, 0 to 2 percent slopes                            |
|               | 68 - Tisonia mucky peat, 0 to 1 percent slopes, very frequently flooded |
|               | 69 - Urban land                                                         |
|               | 71 - Urban land-Leon-Boulogne complex, 0 to 2 percent slopes            |
|               | 75 - Urban land-Hurricane-Albany complex, 0 to 5 percent slopes         |
|               | 99 - Water                                                              |

Data Source: US Department of Agriculture

0 0.4 0.8 Miles

Date Created: 7/5/2023

## **VIII. Recreation & Open Space Element**



## Recreation and Open Space Element

### Vision OS 1

The City shall provide and encourage well planned, active and passive recreation and open space ensuring a comprehensive system of parks, recreational facilities, and open space that meets the health, safety and welfare needs of the City residents and visitors and which enhances the natural environment of the City.

### Intent OS 1.1

The City shall maintain the adopted levels of service (LOS) for recreation and open space needs by implementing those improvements identified by the Parks and Recreation Department as being necessary to maintain those adopted LOS.

#### Strategy OS 1.1.1

The adopted parks and recreation LOS standards shall be as follows:

**Table OS 1:** Parks and recreation standards

| Classification | Acres/1,000 Residents | Minimum Size | Service Area                  | Population Served |
|----------------|-----------------------|--------------|-------------------------------|-------------------|
| Neighborhood   | 2.0 acres             | 2.0 acres    | 0.25 mile to 0.50 mile radius | Up to 10,000      |
| Community      | 2.0 acres             | 2.0 acres    | 0.5 mile to 3 mile radius     | Up to 25,000      |

#### Strategy OS 1.1.2

The adopted parks and recreation facility LOS standards shall be as follows:

**Table OS 2:** Parks and recreation facility standards

| Facility                          | Standard                      |
|-----------------------------------|-------------------------------|
| Baseball/Softball Fields          | 1 field per 3,000 residents   |
| Basketball Courts                 | 1 court per 5,000 residents   |
| Boat Ramps                        | 1 ramp per 12,500 residents   |
| Equipped Play Areas (playgrounds) | 1 area per 5,000 residents    |
| Football Fields                   | 1 field per 10,000 residents  |
| Golf Courses                      | 18 holes per 25,000 residents |
| Recreation Center & Gym           | 1 center per 25,000 residents |

| Facility                             | Standard                               |
|--------------------------------------|----------------------------------------|
| Soccer Fields                        | 1 field per 10,000 residents           |
| Swimming Pools and Splash Pads       | 1 pool/splash pad per 30,000 residents |
| Court Sports (Tennis and Pickleball) | 1 court per 2,000 residents            |
| Volleyball Courts                    | 1 court per 8,500 residents            |
| Hiking/Exercise Trail                | 1 mile per 6,000 residents             |

### **Strategy OS 1.1.3**

The City's Parks and Recreation Department shall annually review the LOS standards to ensure they correspond to the City's needs.

### **Strategy OS 1.1.4**

The City shall maximize available funds and pursue grants, foundations, and other public/private funding sources for the development, expansion, and maintenance of park and public space resources.

### **Intent OS 1.2**

The City shall protect existing and future recreation and open spaces for the residents and visitors of the City.

### **Strategy OS 1.2.1**

The City shall not allow the conversion of park and recreational open space areas into other public or private uses, except where the public interest overrides the conservation of these lands; and then only allowable after a public hearing and demonstration by the City that the converted area will be replaced within one year by recreation or open space land of a similar size, location, and type of uses.

### **Intent OS 1.3**

The City shall connect parks, public spaces, and neighborhoods through active recreation infrastructure (multi-modal paths, sidewalks, urban trails, kayak launches, etc.) accessible by all ages and abilities.

### **Strategy OS 1.3.1**

The City shall prioritize implementation of the Urban Trails Master Plan.



### **Strategy OS 1.3.2**

Where redevelopment, new development, or infrastructure improvements (sidewalk, roadway, intersection, right-of-way expansion, etc.) occurs, the City shall encourage and, where feasible, require implementation of the Urban Trails Master Plan.

## **Intent OS 1.4**

The City shall pursue creating a park fund through impact fees for new development and redevelopment.

### **Strategy OS 1.4.1**

The City shall provide incentives to private developers for the provision of recreational facilities within developments by providing support to developers, as well as including bonus provisions in the land development code to encourage developers to provide recreation facilities.

### **Strategy OS 1.4.2**

The City shall establish an in lieu of fund for development that cannot provide the land development code required recreation and open space ("park fund").

### **Strategy OS 1.4.3**

The City shall utilize the park fund to improve existing recreation facilities, enhance open space, preserve new open space and acquire additional recreation and open space should the opportunity arise.

## **Intent OS 1.5**

The City shall utilize its recreation and open space to provide a family friendly environment for its residents and visitors.

### **Strategy OS 1.5.1**

The City shall manage and maintain its public parks to ensure accessibility, safety and usability for all ages and abilities.

### **Strategy OS 1.5.2**

The City shall encourage and promote family friendly festivals and events.

## **Intent OS 1.6**

The City shall ensure that public access to the beachfront and Atlantic intracoastal Waterway is maintained and improved.

#### **Strategy OS 1.6.1**

New beachfront development or redevelopment shall not result in a net loss of public parking for beach visitors. Replacement parking must be no less convenient for beach visitors than that is replaced.

#### **Strategy OS 1.6.2**

Through the LDC, the City shall encourage and implement that where feasible beach access points shall provide adequate bicycle parking to encourage multi-modal transportation and orderly bicycle parking.

#### **Strategy OS 1.6.3**

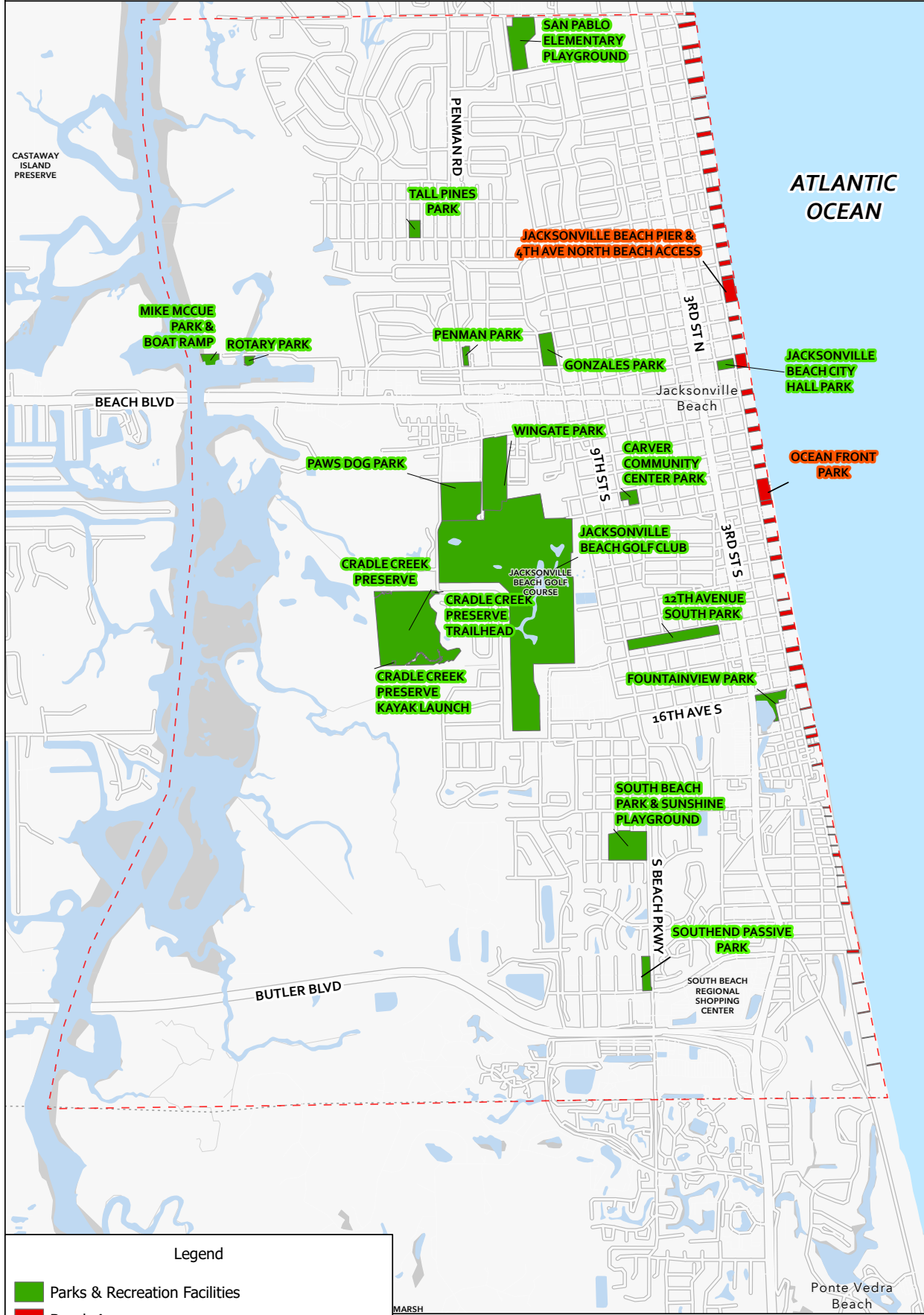
The City shall continue to discourage the development of additional marina sites prior to the full utilization of existing sites. Expansion of facilities adjacent to existing sites should pursue dry storage. All additional marina development should be in strict compliance with existing regulations, and the environmental consequences of such development should be carefully weighted against the public benefit achieved.

#### **Intent OS 1.7**

The City shall continue to support and encourage efforts to coordinate the provision of parks and facilities with other government agencies to provide a wide variety of active and passive recreation and open space.

#### **Strategy OS 1.7.1**

The City shall work with Duval County Public Schools (DCPS) to explore the option of DCPS fields, playgrounds, and open space within the City being used as additional recreation and open space for residents during the periods of time that school is not in session.



## **IX. Intergovernmental Coordination Element**

## **Intergovernmental Coordination Element**

### **Vision IC 1**

Implement the goals, objectives and policies of the Comprehensive Plan through continued collaboration and partnership with surrounding municipalities and agencies (Federal, State, & Local) to maintain quality of life for the City's residents and visitors.

#### **Intent IC 1.1**

The City shall continue the dissemination of information to adjacent jurisdictions, agencies and districts and improve the effectiveness of planning activities through intergovernmental coordination.

**Strategy IC 1.1.1**—The City shall continue to coordinate with the Northeast Florida Regional Council and ensure that all neighboring jurisdictions are consulted with before making major land use decisions which would have a regional impact.

**Strategy IC 1.1.2** – The City will continue to coordinate with adjacent jurisdictions by providing received large scale land use and rezoning application packets for review and comments.

**Strategy IC 1.1.3**—The City shall coordinate with adjacent jurisdictions (including municipalities and neighboring St. Johns County) to monitor the effect of each plan on the other jurisdictions. Special attention will be devoted to monitoring level of service provisions of the respective plans and their impacts on adjacent communities.

**Strategy IC 1.1.4** – The City shall continue to partner with neighboring jurisdictions and adhere to existing interlocal agreements to resolve conflicts as they arise.

#### **Intent IC 1.2**

The City shall continue to coordinate with the City of Jacksonville and neighboring jurisdictions on land use planning, unified development policies, and special projects.

**Strategy IC 1.2.1** – The City will continue to participate in the coordination of regional housing strategies with local, regional, state, and federal housing agencies and non-profit organizations.

**Strategy IC 1.2.2** – The City shall participate in regional housing initiatives to inventory, monitor, and maintain the quality and quantity of the region's housing supply.

**Strategy IC 1.2.3** – The City will continue to coordinate with Duval County, other local municipalities to help provide affordable housing options for the area.

### **Intent IC 1.3**

The City shall coordinate with neighboring jurisdictions and agencies to ensure the level of service of public facilities and amenities outside of and within the City' jurisdiction is sustained, or improved, for current and future populations.

**Strategy IC 1.3.1** – The City shall continue to coordinate with neighboring jurisdictions and the School District staff in the County-wide planning process, especially in population estimation and demographic analysis, park and recreation planning, development review and the analysis of impact fees. Continue to participate with Duval County Public Schools of district-wide public-school facilities concurrency.

**Strategy IC 1.3.2** – The City will continue to coordinate with Duval County Public Schools (DCPS) to administer the school concurrency process. The City will also encourage the School District to focus on the health, safety, and welfare of the students within the City.

**Strategy IC 1.3.3** – The City shall make an effort to coordinate with the DCPS for the citizens to utilize school recreation facilities to increase the amount of open space and recreation available to the city residents.

**Strategy IC 1.3.4** – The City shall coordinate with FDOT when planning and constructing improvements to ensure completed vision plans such as the urban trails plan are incorporated into the FDOT's work plan for improvements.

**Strategy IC 1.3.5** – The City shall coordinate with FDOT on a regular basis to stay well-informed on upcoming roadway improvements or studies to ensure the urban trails plan is incorporated within the plan.

**Strategy IC 1.3.6**—The City shall continue to coordinate with City of Jacksonville to ensure the City's solid waste continues to be disposed of in a responsible manner as described in the Public Facilities Element.

**Strategy IC 1.3.7**—The City shall continue the existing partnership with the City of Jacksonville as it relates to the City of Jacksonville's Pier.

**Strategy IC 1.3.8** – The City shall maintain the interlocal agreement addressing the joint Beaches' sewer outfall system and explore other joint wastewater management improvements.

**Strategy IC 1.3.9** – The City shall seek to maintain the existing agreement with Jacksonville for cost sharing of beach maintenance costs as a regional recreation resource.

**Strategy IC 1.3.10** – The City should engage with a consultant or the Northeast Florida Regional Council to study the feasibility of a beach improvement district to cover beach access and maintenance.



### **Intent IC 1.5**

Continue to coordinate with regional and State agencies having permit or approval power over environmentally sensitive land and natural resources.

**Strategy IC 1.5.1** – The City will participate in the development of updates to the St. Johns River Water Management District’s (SJRWMD) North Florida Regional Water Supply Plan and in other water supply development related initiatives facilitated by the SJRWMD that affect the City. The City will also coordinate with the SJRWMD on issues including, but not limited to, water conservation, storm water runoff and effluent re-use.

**Strategy IC 1.5.2** – Maintain contact with officials at the Department of Environmental Protection (DEP) as well as any other State regulatory agency having approval or other power concerning environmental issues.

## **X. Capital Improvements Element**

## Capital Improvement Element

### Vision CI 1

Implement a capital improvement planning program that provides and maintains in a timely, efficient, and fiscally sustainable manner public facilities and services which protect the public health, safety and welfare, adequately serve existing, new development, and redevelopment and is consistent with the City's Comprehensive Plan.

#### Intent CI 1.1

The City shall utilize the Capital Improvement System for construction of public services, capital facilities, and infrastructure systems needed to:

1. Implement the Comprehensive Plan's planning framework
2. Implement the Urban Trails Master Plan
3. Accommodate the needs of current and future populations
4. Maintain and achieve the adopted Level of Service (LOS) standards
5. Meet existing service deficiencies by replacing obsolete or worn-out facilities and infrastructure

**Strategy CI 1.1.1** – In accordance with Section 163.3177(3)(b)1, Florida Statutes, the City shall annually update the Five-Year Schedule of Capital Improvements based on the following criteria:

1. Is the project needed to fulfill the vision of the comprehensive plan?
2. Is the project needed to protect the public health and safety; fulfill the City's legal commitments; or provide full or improved use of existing facilities?
3. Does the project improve existing facilities; mitigate future improvement costs; provide services to developed areas; or promote redevelopment?
4. Is the City capable of maintaining the facility on an on-going basis?

**Strategy CI 1.1.2** – The City shall include all projects identified in other elements of this plan estimated to cost more than \$100,000.

**Strategy CI 1.1.3** – The City shall manage the fiscal budgeting and delivery of public services by coordinating the following components of the Capital Improvement System:

1. **Annual Budget**
2. **Capital Improvement Program (CIP)**
3. **Capital Improvement Schedule (CIS)**

**Strategy CI 1.1.4** – The City’s Capital Projects Team shall continue to consist of the City Manager, Public Works Director, Planning and Development Director, Parks and Recreation Director, Beaches Energy Service Director, Chief Financial Officer, City Engineer and Budget Officer. They shall continue to meet bimonthly to monitor the progress of each ongoing project, identify possible future projects, and to resolve early any problems that may arise.

## **Intent CI 1.2**

The City shall provide for its financial demand and operational needs through effective and proactive fiscal planning to meet the needs of current and future populations.

**Strategy CI 1.2.1** – The City shall identify opportunities for generating revenues for the City’s operations and annual budgeting. Potential revenue generation opportunities include:

1. Grants and similar resources
2. In lieu of fees for required off-street parking and required residential development active recreation space

**Strategy CI 1.2.2** – The City shall maximize financial resources and improve operational and work project efficiencies by coordinating public service and infrastructure system work efforts. Specific attention should be given to coordinate implementation of the Urban Trails Master Plan with public service and infrastructure system work efforts. Examples of such coordinated enhancements include:

1. Street projects that include utility, stormwater, sidewalk and/or trail, and streetscape enhancements
2. Utility projects that include community parks, sidewalks, stormwater, and road enhancements

**Strategy CI 1.2.3** – Proposed Plan amendments and/or requests for new development or redevelopment shall be evaluated according to the following criteria, as to whether the proposed action would:

- a) Contribute to a condition of public hazard
- b) Contribute to the growth of public facility deficits
- c) Generate public facility demands that can be accommodated by the increases proposed in the 5-Year schedule of improvements
- d) Conform with the land use pattern shown on the Future Land Use Map
- e) Address the accommodation of new development and redevelopment facility demands
- f) Be financially feasible, in the case of public facility provisions

- g) Affect the public facilities of those municipalities and other jurisdictions with whom the City has interlocal agreements

**Strategy CI 1.2.4** – The City shall proactively plan for and fund climate-resilient infrastructure that meets the needs of present generations and progresses the City towards a sustainable future that meets the needs of future generations.

### **Intent CI 1.3**

The City shall ensure that future development will minimize the exposure of population and property to storm damage by restricting development in coastal high-hazard areas, curtailing public funding of facilities within these areas, and aligning public funding with the conservation and coastal management elements of the comprehensive plan.

**Strategy CI 1.3.1** - City-funded public facilities shall not be built in the coastal high-hazard area, unless the facility is for public access or resource restoration.

**Strategy CI 1.3.2** – Construction projects within the designated redevelopment areas shall be in accordance with the adopted land uses specified in the Community Redevelopment Plans.

### **Intent CI 1.4**

The City shall continue its present system of fees and investigate the potential benefits and costs of installing new fees where deemed necessary to ensure that private developments continue to assist in defraying the cost of providing and maintaining the minimum levels of service and enhancing mobility for present and future residents of the City.

**Strategy CI 1.4.1** – The City shall retain its present user fees for water, sewer, solid waste collection, electric service, and selected recreational activities; capital improvement charges for new water, sewer, and electric service; and permit fees throughout the planning period and shall annually monitor such fees and charges during the budgeting process to ensure that the rates are adequate.

**Strategy CI 1.4.2** – The City shall maintain a stormwater utility and collect an adequate monthly user fee from the owners of all developed properties as necessary to provide revenues sufficient to finance the development of a comprehensive stormwater management plan, necessary capital improvements, and a systematic annual maintenance program.

### **Intent CI 1.5**

The City shall ensure that the capacity of schools is sufficient to support residential development order approvals at the adopted level of service (LOS) standards.

**Strategy CI 1.5.1** – The LOS standards shall be applied consistently by the City and by Duval County Public Schools (“DCPS”) district-wide to all schools of the same type.

**Strategy CI 1.5.2** – The City hereby adopts by reference the DCPS Master Facility Plan Recommendations, “A Bold Plan for DCPS” adopted 2019, and the DCPS Strategic Plan Goals 2021-2026.

DRAFT



# **XI. Public School Facilities Element**

## **Public School Facilities Element**

### **Vision PS 1**

The City shall collaborate and coordinate with the Duval County Public Schools (DCPS) to ensure that the public school system offers a high-quality educational environment, provides accessibility for all its students, protects and maintains established neighborhood schools, and ensures adequate school capacity to accommodate existing and future population.

#### **Intent PS 1.1**

The City shall establish coordination review procedures to ensure consistency of its Comprehensive Plan with the plans of the DCPS, the Interlocal Agreement, the County, and the other municipalities.

##### **Strategy PS 1.1.1**

It is the intent of this element that the strategies included herein shall be applied to the City, unless specifically noted.

##### **Strategy PS 1.1.2**

City Staff and the City Council shall meet in joint workshop sessions with staff from DCPS and the other municipalities at a minimum of twice per year, to provide opportunities to discuss issues of mutual concern. To ensure the preservation of neighborhood character including neighborhood schools, City Council will make an effort to meet with DCPS more frequently than twice a year to provide support or opposition to any planning projects or changes to school locations, rehabilitations, or major new construction.

##### **Strategy PS 1.1.3**

City Council will meet with the DCPS and the legislative bodies of the other municipalities on an annual basis in a joint workshop or meeting session to discuss issues regarding coordination of land use and school facilities planning, including population and student growth, development trends, school sitings, school needs, school concurrency, co-location and joint-use opportunities, and ancillary infrastructure improvements needed to support and ensure safe student access.

##### **Strategy PS 1.1.4**

The City shall coordinate and base its plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment which are consistent with those of the DCPS and the other municipalities. The Interlocal Agreement shall establish the methodology to be used to determine school enrollment projections to be used in preparing the DCPS 5 Year Capital Plan,

and the methodology to be used to determine school enrollment and capacity to be used in concurrency testing. At a minimum, the methodology shall include consideration of both students anticipated from projected new housing stock and enrollment projected to occur from existing housing stock, and that each of these components of projected student enrollment be set out for each Concurrency Service Area by type of school, or a functional equivalent. To ensure that the City's Capital Improvement Plan and the Concurrency Management System are financially feasible, the City shall confirm that the student enrollment projections from new housing stock in each Concurrency Service Area are consistent with the population projections for that Concurrency Service Area. The City will annually revise its Five-year population projections and update information and provide those revised projections and information to the DCPS and the other municipalities in order that DCPS annually update its school enrollment projections.

#### **Strategy PS 1.1.5**

At the time of adoption of the 2050 Comprehensive Plan, the City shall coordinate and share data with DCPS including an inventory of reserved capacity that existed prior to the effective date of the City' School Concurrency Ordinance, approval and a projection of the number of these residential units that are anticipated to receive certification of occupancy approval in the next five years, and the identification of any development orders issued which contained a requirement for the provision of a school site as a condition of the development approval.

#### **Strategy PS 1.1.6**

On an ongoing basis, the City will provide the DCPS with data, including information regarding the type, number, and location of residential units which have received zoning approval, site plan approval, a building permit, or a Certificate of Occupancy and a draft Capital Improvements Plan (CIP) with the final version of the CIP to be submitted by the City to the DCPS after official adoption. Information regarding the conversion or redevelopment of housing or other structures into residential units that are likely to generate new students shall be provided.

#### **Strategy PS 1.1.7**

By December of each year, the City, shall consider for adoption of the DCPS Five-Year Capital Facilities Plan to the extent that it relates to school capacity to ensure maintenance of a financially feasible capital improvements program and to ensure level of service standards will continue to be achieved and maintained within each year of the subsequent five-year schedule of capital improvements. If the City determines that the DCPS Five Year Capital Facilities Plan is not financially feasible,

then the City shall notify the DCPS that the Five Year Capital Facilities Plan is not financially feasible, and request that DCPS modify the Five Year Capital Facilities Plan to make it financially feasible.

### **Intent PS 1.2**

The City Council and staff shall coordinate with DCPS and the other municipalities to establish a process of coordination and collaboration between the City and the DCPS in the planning, siting and construction of educational facilities, so that timing is proper and the site location is compatible with the surrounding area, concurrent with necessary service and infrastructure, and consistent with the comprehensive plan. The City and DCPS shall follow the same established coordination and collaboration process should any school closings be proposed by DCPS.

#### **Strategy PS 1.2.1**

The City will coordinate with the DCPS to assure that proposed public school facility sites in the City are consistent with the applicable land use categories and policies of the Comprehensive Plan. Pursuant to Florida Statutes, the City will consider each site, within its boundaries, as it relates to environmental, health, safety, and welfare concerns, as well as the effects on adjacent property.

#### **Strategy PS 1.2.2**

The City will coordinate with the DCPS for the selection of future school sites within the City as to aspects related to:

- (a) Acquisition of school sites which:
  - i. Allow for future expansions to accommodate future enrollment, in accordance with the adopted level of service (LOS) standards and other facility needs;
  - ii. Coordinate with the City's development and redevelopment objectives; and
  - iii. Are deemed beneficial for joint uses, as identified by the DCPS and the City, to the extent feasible; and
- (b) Coordination of the location, phasing, and development of future school sites to ensure that site development occurs in conjunction with the provision of required infrastructure to serve the school facility

#### **Strategy PS 1.2.3**

Public schools shall be located so as to provide direct access to collector or arterial roadway system, where feasible.

#### **Strategy PS 1.2.4**

The City shall coordinate with the DCPS to evaluate and seek to locate potential sites where the co-location of public facilities, such as parks, libraries, and community centers, with schools can be accomplished.

#### **Strategy PS 1.2.5**

As stated in the Future Land Use Element, schools are an allowable land use in residential, Commercial Limited, Community Commercial, and Commercial Professional Office future land use designations, subject to the following criteria:

- (a) In the planning, land acquisition, and development of new school sites, or significant renovations, expansions and potential closures of existing schools, the City will evaluate the following factors:
  - i. Whether the area contains or will contain a student population density sufficient to support the school;
  - ii. Whether a school in that location would be consistent with sound facility planning, including consideration of overall costs and design;
  - iii. Whether the school site is of sufficient size to accommodate the required parking and circulation of vehicles;
  - iv. Whether anticipated unacceptable impacts to the environment and significant environmental constraints would preclude a school on the site;
  - v. Whether development of the school would result in unacceptable impacts on archaeological or historic sites listed in the National Register of Historic Places or, should a historic preservation ordinance be adopted, impact the designation by the City as locally significant;
  - vi. Whether the site location is located within the area of velocity flood zone regulated by Section 333.03(3), F.S., regarding coastal high hazard areas as delineated by the City;
  - vii. Especially for elementary schools, but generally for all school levels, whether the site is proximate to and within walking distance of the residential neighborhoods the school is intended to serve, thereby encouraging the use of schools as focal points for neighborhoods;

- viii. Whether the location has access to major roads, the urban trails system, and/or sidewalks and multi-modal connectivity;
- ix. Whether the new school site, significant renovation, expansion or potential closure will support community redevelopment and revitalization;
- x. Whether the new school site, significant renovation, expansion or potential closure will increase or diminish the current and projected level of service within the concurrency service area, and contiguous concurrency service areas.

(b) The facility shall be of a design, intensity, and scale to serve the surrounding neighborhood and be compatible with the surrounding land uses and zoning.

#### **Strategy PS 1.2.6**

The City shall protect schools from the intrusion of incompatible land uses as determined by the City's Land Development Regulations, by providing the DCPS the opportunity to participate in the review process for all proposed developments adjacent to schools.

#### **Strategy PS 1.2.7**

The City shall coordinate with the DCPS to ensure that the future school facilities are located outside areas susceptible to hurricane and/or storm damage, and/or areas prone to flooding, or as consistent with Chapter 1013 F.S., regarding flood plain and school building requirements.

### **Intent PS 1.3**

The City shall coordinate with the DCPS to enhance community and neighborhood design through establishing effective school facility design and siting standards thereby encouraging the siting of school facilities to serve as community focal points and to be compatible and integrated with the surrounding land uses.

#### **Strategy PS 1.3.1**

The City shall coordinate with the DCPS in order to provide consistency with the City's Comprehensive Plan and public school facilities program, and to provide for the following desirable outcomes:

- (a) Greater efficiency by the placement of schools to take advantage of the existing and planned roads, water, sewer, parks, and drainage systems;



- (b) Improved student access and safety by coordinating the construction of new and expanded schools with roads, the urban trail system, bicycle lanes and paths, and sidewalk construction programs;
- (c) The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities; and
- (d) The expansion and rehabilitation of existing schools to support neighborhoods and redevelopment.

#### **Strategy PS 1.3.2**

The City shall coordinate with DCPS to seek to provide for the shared-use and co-location of school sites and local government facilities with similar facility needs, such as libraries, parks, and recreation facilities, and health care facilities. The City will look for opportunities to co-locate and share local government facilities when preparing updates to the Comprehensive Plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities.

#### **Strategy PS 1.3.3**

Should the City create a historic preservation ordinance, where continued use of an existing school that is considered a locally significant building is not feasible, the City shall seek to coordinate with DCPS to provide for the adaptive reuse of that locally significant building.

#### **Strategy PS 1.3.4**

New residential developments adjacent to schools shall be required to provide a direct access that is safe for pedestrian and/or bicycle travel to existing and planned school sites and shall connect to the neighborhood's existing pedestrian and/or multi-modal (e.g., urban trails, bike lanes, bike path, etc.) network. Residential developments which are age-restricted (55+) and therefore, as deemed by an official letter from the City, are exempt from school concurrency are therefore also exempt from this policy.

#### **Strategy PS 1.3.5**

To allow for the safety of pedestrians and bicyclists, the City shall coordinate with the DCPS to ensure that pedestrian and bicycle facilities are provided adjacent to school sites located in the City.

**Strategy PS 1.3.6**

The City, and the DCPS, is encouraged to utilize and work with the nationally funded Safe Routes to School (SRTS) program to promote students walking and biking to school where feasible.

DRAFT

## **XII. Property Rights Element**

## **Property Rights Element**

### **Vision PR 1**

The City will respect judicially acknowledged and constitutionally protected private property rights, in accordance with the legislative intent of the Community Planning Act established in Chapter 163, Florida Statutes.

#### **Intent PR 1.1**

The City will ensure that private property rights are considered in local decision making.

#### **Strategy PR 1.1.1**

The following private property rights shall be considered in local decision making.

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

## **XIII. Historic Preservation Element**

## Historic Preservation Element

### Vision HP 1

To protect the City's cultural heritage by way of identification, documentation, and preservation of its archaeological, architectural, historic, and cultural resources.

#### Intent HP 1.1

The Planning and Development Department should encourage the surveying of existing cultural resources within the City.

**Strategy HP 1.1.1** – The Planning and Development Department shall pursue and consider grant funding from the Florida Division of Historical Resources.

**Strategy HP 1.1.2** – The City shall encourage the surveying of all structures 50+ years or older and maintaining inventory of said surveyed structures. Catalogued properties will be reviewed for historical significance and potential for inclusion into the Florida master Site File. This data shall also be utilized in the review of all development proposals, to determine and prevent adverse effects on historic resources.

**Strategy HP 1.1.3** – The City shall preserve, when appropriate, identified historically significant housing through city action or support for private actions and support the identification of historically significant housing by cooperation of the Planning and Development Department with the Jacksonville Historic Landmarks Commission.

**Strategy HP 1.1.4** – The City shall establish principles and standards to guide techniques and strategies for conservation, rehabilitation, and demolition programs.

### Vision HP 2

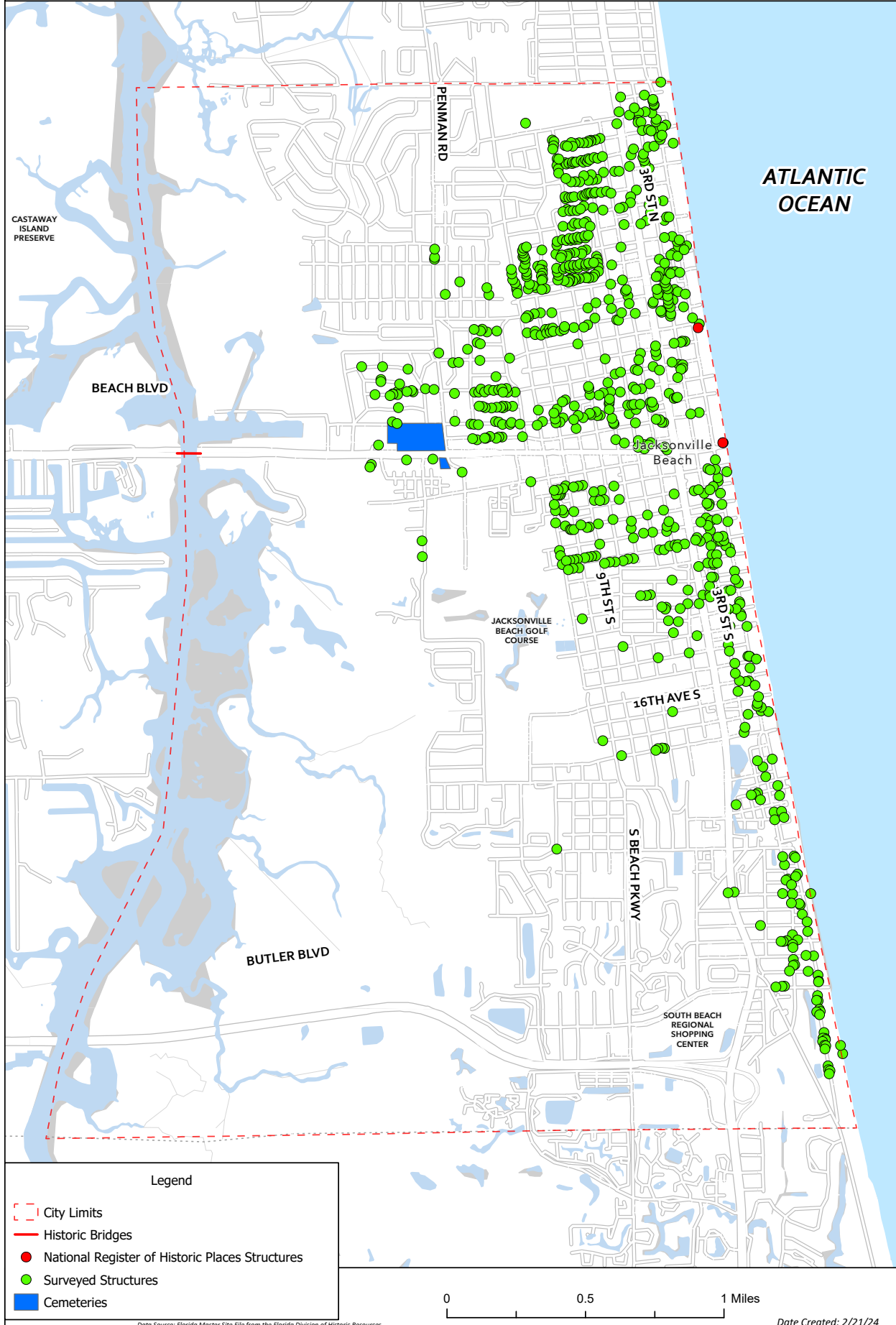
The Planning and Development Department should encourage the City to become a Certified Local Government (CLG).

#### Intent HP 2.1

The Planning and Development Department should encourage the creation of a historic review board in order to fulfil the requirements for a CLG.

**Strategy HP 2.1.1** –The Planning and Development Department should investigate updating the Land Development Code (LDC) to allow for a historic review board and allow for historic structure protection.







| CITY COUNCIL AGENDA ITEM |                                                                                                                                         |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                                                                   |
| FROM:                    | Heather Ireland, Director of Planning and Development                                                                                   |
| DATE:                    | 03/29/2024                                                                                                                              |
| SUBJECT:                 | Ordinance No. 2024-8213 Rezoning Property Located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD |

#### BACKGROUND

**Owner:**

Jointly owned by:  
Jax Beach Investment Holding LLC & Duck Dive LLC

**Applicant/Agent:**

Emily G. Pierce  
Rodgers Towers, P.A.  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, FL 32207

**Request:**

Rezoning Application to Rezone property from Central Business District: CBD and Redevelopment District: RD to Redevelopment District: RD Zoning District for property located at: 125 5<sup>th</sup> Ave North, 129 5<sup>th</sup> Ave North, 135 5<sup>th</sup> Ave North, 0 1<sup>st</sup> St. North, and 602 1<sup>st</sup> St. North. (*Mango's bar and adjacent property*), to allow for the redevelopment of the property into a mixed-use restaurant/drinking establishment/office/retail project.

**Staff Analysis:**

The subject property is currently partially occupied by Mangos's Beach Bar, while the remainder to the west is occupied by several small multifamily structures and a small office space. The property has a split zoning, with the western portion used for multifamily being in the Central Business District: CBD zoning district, while the eastern portion is currently in the Redevelopment District: RD zoning district. The current RD zoning is for the portion where Mango's is located. The previous RD zoning district was created in 2014, and was intended to be the home of Surfer the Bar. Surfer has since located to the corner of 1st Street North and 1st Avenue North.

In the past three years, Mango's has been working to improve the building they are currently in, with internal renovations to provide better bathroom space and better traffic flow for customers. The current RD zoning is tied to a very specific site plan and uses, and this has limited the options for Mango's to expand beyond the current envelope of the existing building. The first reason of this rezoning request is to allow Mango's to expand outside their existing footprint. The owners plan to add an addition to the north side of the current structure to accommodate a new men's restroom, as well as expand the covered outside patio area to the south and east.

Under the proposed site plan, the western portion of the property between Mango's and 2nd Street North would be fully redeveloped, removing the existing multifamily structures, and building a new mixed-use structure with a small first floor footprint, and a larger upstairs area. The design

would allow for commercial and retail spaces on the first floor, and new restaurant spaces upstairs, with a large outside seating area all on the second floor. The site plan also addresses traffic circulation and parking. Adequate parking to meet the required parking requirement per the LDC will be provided on site, and a new traffic circulation pattern will be constructed to limit traffic to and from 1st Street North, a predominantly pedestrian oriented street, and make the current driveway on 1st Street a one-way "in only" access. Most traffic will enter and exit on 5th Avenue North and 2nd Street North, as encouraged by the CBD zoning district design standards. Landscaping will be a mix of normally planted landscaping and "urban" or potted landscaping, as is an option allowed in the CBD standards.

The proposed uses outlined in the written description would include a majority of the permitted and conditional uses in the CBD zoning district, but all use would be permitted, and would not require conditional approval, but rather the approval of the RD zoning request would serve as approval. There are a number of specifically prohibited uses as well, and these proposed prohibited uses are those that would be substantially incompatible with their surrounding area and are not intended for the downtown commercial core at large,

**Pursuant to the Land Development Code, the Planning Commission and City Council shall apply the standards in section 34-211(c) to the rezoning application and apply the standards in Section 34- 347(i). to the Preliminary Development Plan. Factors in Section 34-211(c) Applicable to Rezoning Applications:**

1. Whether the proposed amendment is consistent with the comprehensive plan;  
Staff finds that the proposed amendment is consistent with the goals, objectives and policies of the comprehensive plan as identified below.
2. Whether the proposed amendment is in conflict with any portion of the LDC;  
Staff does not find any portions of the proposed rezoning are in conflict with any portion of the Land Development Code.
3. Whether and the extent to which the proposed amendment is consistent with existing and proposed land uses;  
Staff finds that the proposed rezoning is consistent with existing and proposed land uses.
4. Whether and the extent to which there are any changed conditions that require an amendment;  
Staff does not find that there are any changed conditions that require an amendment.
5. Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;  
The applicant would be required to meet the City's utility requirements as they relate to pre-treatment for any food related activities, involving the construction and maintenance of a privately owned grease trap and waste grease storage tank. Solid waste would also be stored per the City's code requirements. Staff finds that the proposed PUD would not exceed any established levels of service. The applicant is proposing a single multiple-user compactor facility for all uses on the property.

6. Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;

Staff finds that the zoning district boundaries are properly drawn on the official zoning atlas. Solid waste would also be stored per the City's code requirements. Staff finds that the proposed PUD would not exceed any established levels of service. The applicant is proposing a single multiple-user compactor facility for all uses on the property.

7. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the coastal environment

Staff finds that the proposed rezoning is located within a previously developed area of the City, on a lot currently developed with structures and paved parking and driveways. The subject site is located in the downtown, which has adequate storm water management facilities. Staff finds that there is no expected impact on the natural environment.

8. Whether and the extent to which the proposed amendment would adversely affect the property values in the area;

Staff does not have data available to determine that there would be any negative affects on property values in the area.

9. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;

Staff finds that the proposed amendment would result in logical development by citing a commercial use within an existing developed property within the downtown core, and the use of restaurants is one specifically promoted through the recent adoption of the local "J" bill, thus not creating any new development patterns, but focusing on redevelopment of previously developed and compatible areas.

10. Whether it is impossible to find other land in the city for the proposed use in a zoning district that permits such use as of right.

Although it is possible to site such uses on any vacant lot within the CBD district, the use of RD zoning will allow for the Mango's site to be improved and renovated, and will allow a more cohesive mix of uses sharing a single parking lot and solid waste facility.

**Pursuant to the Land Development Code, the Planning Commission and City Council shall apply the standards in in Section 34- 347(i). to the Preliminary Development Plan.**

Staff finds that the application's Preliminary Development Plan is consistent with the standards outlined in Section 34-347(i) 1 through 13. Standards include land area, permitted uses, prohibited uses, residential density (not applicable), area and setbacks, traffic circulation and parking, off-street parking and loading, open space (not applicable), signage, landscaping, easements, public facilities, and the comprehensive plan.

### **Comprehensive Plan Consistency**

#### Policy LU.1.2.2

An adequate amount of land exists in developed areas or areas being developed for neighborhood and general commercial, office and service, lodging, and industrial use in the City, or is planned for assembly and redevelopment to meet the needs of the projected resident, seasonal and day visitor populations through the planning period. Future commercial space needs of this type shall be met through in-fill development adjacent to similar uses or through redevelopment in designated areas.

Staff finds the proposed rezoning request will fulfill this land use policy by allowing for additional commercial uses in an existing developed commercial area and through the redevelopment of an existing commercial lot in the CBD Future Land Use category.

#### Policy LU.1.2.3

The intensity of development in areas where in-fill development for commercial, office, service, or industrial use is proposed shall conform to the level of intensity on adjacent properties or as specified in the adopted Community Redevelopment Plans. A market analysis shall be required to accompany any application involving a proposed Future Land Use Map change from a residential land use category to a commercial land use category.

No proposed changes to the Future Land Use map are proposed. The proposed mixed-use project will be consistent with simpler uses within the CBD future land use category and within the surrounding neighborhood. The infill of commercial spaces, with specifically first floor commercial uses, internal parking and re-investment of existing structures is supported in the Downtown Redevelopment Plan.

#### Policy LU.1.2.4

Land development regulations for commercial and industrial areas shall be revised utilizing the Standard Industrial Classification system as the basis for recognizing both the similarities and differences among the various types of economic activity within the community. The range of permitted uses shall be revised, and additional zoning classifications created in necessary to acknowledge the performance characteristics of different land uses.

The proposed RD rezoning will provide for a more coordinated approach to redevelopment via Council specifically approving a list of permitted uses and allowing for the natural market demand to drive the infill development, so long as it conforms to the uses approved and encouraged by City Council.

#### Policy LU.1.2.6

The City recognizes that urban sprawl; as evidenced by the incidence of "leapfrog" development, strip commercial development, and large expanses of low-density, single dimensional land uses presents a fiscally and environmentally unsound urban form. However, in a mature community like Jacksonville Beach, development patterns have long been set. Nevertheless, it is the intent of the City to enforce its land development regulations in a manner which will discourage the development or extension of commercial strips, allow for mixed use development where appropriate, and support the redevelopment or revitalization of existing commercial areas.

The proposed mixed use project would encourage a diversity of uses within the downtown core, allow for the continued re-investment of existing developed commercial land within

the fully developed CBD district, help to eliminate blight by redeveloping areas within the Downtown CRA, and encourage the use of existing road, water, sewer and storm water infrastructure rather than encouraging the extension or increase of existing systems on the periphery of the City.

### Consistency with the Downtown Redevelopment Plan

The proposed redevelopment project serves to meet the following objectives of the Downtown Redevelopment Plan:

- Eliminate the conditions of blight and prevent the spread of blighted conditions
- Encourage the core downtown area to develop as the center for cultural, entertainment, and community activities within the City.
- Increase the tax base in the Community Redevelopment Area to assist in financing public actions to support redevelopment.
- Encourage the re-creation of a compact mixed-use core area, oriented to recreation, entertainment, specialty retail, tourism and housing.
- Encourage the development of a mix of actives in the core area including residential, retail, hotel and office.
- 

### Staff Recommendation

Staff has reviewed the rezoning request against the Land Development Code and adopted 2030 Comprehensive Plan, and finds that it is consistent with both. The proposed RD Rezoning would allow for the redevelopment and expansion of commercial uses within an existing property that is currently used for a bar and older multifamily housing stock. The additional uses and new commercial structure will help generate more economic growth in the downtown core, and help to realize the vision of the Council for a thriving downtown area. Staff recommends **approval** of the request.

### Community Redevelopment Agency and Planning Commission Review and Recommendation

The CRA reviewed and considered the rezoning application at their regular meeting held on April 22, 2024, and recommended that the City Council **approve** the application and adopt the rezoning ordinance with the condition that that project use enhanced pedestrian elements on the First Street side of the property.

The Planning Commission reviewed and considered the rezoning application at their regular meeting held on April 22, 2024, and also recommended that the City Council **approve** the application and adopt the rezoning ordinance.

The City Council reviewed and considered the rezoning application at their regular meeting held on May 6, 2024, and **approved** the ordinance on first reading, after the following additional conditions.

1. The property will have only one bar/drinking establishment on site.



2. The restaurant may not use public parking spaces for valet parking.

In addition, the Council asked staff to elaborate in more detail on concepts to expand the condition recommended by the CRA to use enhanced pedestrian elements on the First Street side of the property. Based on staff's research, the following items should be considered, but not limited to: enhanced landscaping to include shade, bike parking, art work, pod seating, trash cans.

#### FINANCIAL IMPACT

None.

#### REQUESTED ACTION

Adopt/Deny Ordinance No. 2024-8213 on the second reading for approval of a Rezoning for property located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD

#### ATTACHMENTS

1. Ordinance No. 2024-8213 Redevelopment District RD Rezoning Mangos - As Amended

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2024-8213**

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

**WHEREAS**, the owners of certain lands in the City, more particularly described herein, have applied to the City Council for the rezoning of those lands from Central Business District: CBD and Redevelopment District: RD, to Redevelopment District: RD; and

**WHEREAS**, the City Council has considered the application, project narrative, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony given at the public hearings.

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

**SECTION 1.** That the City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

**SECTION 2.** That the City Council has considered the adoption of this ordinance based on the standards listed in Section 34-347(i) of the Land Development Code and hereby finds that the preliminary development plan for the RD complies with the standards therein.

**SECTION 3.** That the Land Development Code and Zoning Atlas previously adopted by the City Council of the City of Jacksonville Beach, Florida, be and the same is hereby amended and, as amended, shall henceforth read as follows:

That all of the certain territory in the City of Jacksonville Beach, Florida, described in the "Legal Description of Applicant's Property" attached to the project narrative that is heretofore zoned as CBD and RD be and the same is hereby designated as Redevelopment District: RD, so that henceforth the same shall be classified and construed to be embraced within the meaning and subject of the general provisions of the Redevelopment District: RD zoning category as provided in Article VII, Section 34-347 of the Jacksonville Beach Land Development Code (Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach, Florida), subject to the following additional limitations:

- A. The rezoning application dated March 7, 2024, attached hereto as Exhibit A (including project narrative description dated April 2, 2023, and Preliminary RD Development Plan titled "Site Plan" dated January 9, 2024 attached thereto), which have been submitted to the City of Jacksonville Beach Planning and Development Department, are hereby adopted and incorporated as part of this amendment to the Jacksonville Beach Land Development Code and Zoning Atlas.
- B. The project shall be generally carried out in accordance with the presentments of the rezoning application, project narrative, and preliminary site development plan.
- C. As conditions of approval:
  - i. The project shall utilize enhanced pedestrian elements along the First Street side of the property, including but not limited to enhanced landscaping including shade trees, bike parking, art pieces, pod seating and trash cans.
  - ii. The property will only have one bar/drinking establishment on site.
  - iii. The restaurant may not use public parking for valet parking.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may be in conflict, hereby repealed.

**SECTION 5.** It is the intention of the City Council that if any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

**SECTION 6.** 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



# REZONING APPLICATION RECEIVED

Ordinance No. 2024-8213-Exhibit A

PC No. 4-24  
AS/400# 24-100012  
PC HEARING April 22

MAR 07 2024

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance. A separate fee for advertising costs will be assessed accordingly.

## APPLICANT INFORMATION

Land Owner's Name: Jax Beach Investment Holding LLC & Duck Dive, LLCTelephone: 904.962.5035Mailing Address: 1440 Beach Avenue

Fax: \_\_\_\_\_

Atlantic Beach, FL 32233

E-Mail: \_\_\_\_\_

Applicant Name: Emily G. PierceTelephone: 904.346.5787Mailing Address: Rogers Towers, P.A.

Fax: \_\_\_\_\_

1301 Riverplace Blvd., Suite 1500Jacksonville, FL 32207E-Mail: epierce@rtlaw.com

**NOTE: Written authorization from the land owner is required if the applicant is not the owner.**

Agent Name: Emily G. PierceTelephone: 904.346.5787Mailing Address: Rogers Towers, P.A.

Fax: \_\_\_\_\_

1301 Riverplace Blvd., Suite 1500Jacksonville, FL 32207E-Mail: epierce@rtlaw.com

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

## REZONING DATA

Street address of property and/or Real Estate Number: #173937-0000; 173938-000; 173939-000; 174174-0000; 174174-0050

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See legal description attached as Exhibit 5.

Current Zoning Classification: CBD/RDFuture Land Use Map Designation: CBDProposed Zoning Classification: RD

## REQUIRED INFORMATION

Attached?

Yes No

1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked; ☒ ☐
2. An 8½" x 11" vicinity map identifying the property proposed for amendment; ☒ ☐
3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked; ☒ ☐
4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC. ☒ ☐

Applicant Signature: [Signature]Date: 3/7/2024

**Agent Authorization**Date: 12-20-23

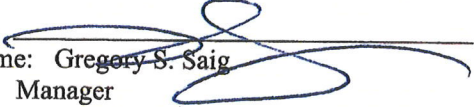
City of Jacksonville Beach  
 Planning and Development Department  
 11 North 3<sup>rd</sup> Street  
 Jacksonville Beach, FL 32250

Re: **Agent Authorization for the following site location:**

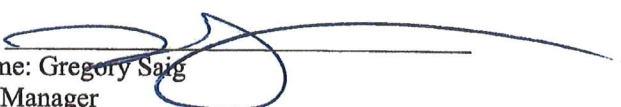
**123 5<sup>th</sup> Avenue North (RE # 173939-0000); 129 5<sup>th</sup> Avenue North (RE # 173938-0000); 135 5<sup>th</sup> Avenue North (RE # 173937-0000); 0 1<sup>st</sup> Street North (RE # 174174-0050); 602 1<sup>st</sup> Street North (RE # 174174-0000)**

You are hereby advised that the undersigned are the owners of the property described above. Said owners hereby authorize and empower Rogers Towers to act as agents to file application(s) for a rezoning for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change.

JAX BEACH INVESTMENT HOLDING LLC, a  
 Florida limited liability company

By:   
 Name: Gregory S. Saig  
 Its: Manager

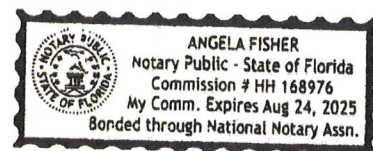
DUCK DIVE, LLC, a Florida limited liability company

By:   
 Name: Gregory Saig  
 Its: Manager

STATE OF FLORIDA  
 COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20<sup>th</sup> day of December, 2023, by Gregory S. Saig as Manager of both JAX BEACH INVESTMENT HOLDING LLC and DUCK DIVE, LLC, on behalf of the companies. He (check one) ☐ is personally known to me, or ☒ has produced a valid driver's license as identification.

 (SEAL)  
 Notary Public, State of Florida and county aforesaid  
 Name: Angela Fisher  
 My Commission Expires: 8-24-25  
 My Commission Number is: HH168976



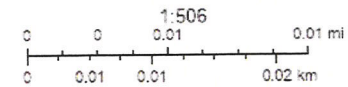


## JAXGIS Property Information

## Letter ANSI A Landscape



January 8, 2024



| RE #        | Owner         | Address      | Zip Code | Transaction Price | Transaction Year | Acres | Book-Page  | Map Panel | Legal Descriptions                      | Flood Zone                         | AshSite | EDA Level      | Evacuation Zone | Planning District | Noise Zone | APZ | Civ HH Zone | MI HH Zone | Lighting Reg | Civ Notice Zone | MI Notice Zone |
|-------------|---------------|--------------|----------|-------------------|------------------|-------|------------|-----------|-----------------------------------------|------------------------------------|---------|----------------|-----------------|-------------------|------------|-----|-------------|------------|--------------|-----------------|----------------|
| 174174 0000 | DUCK DIVE LLC | 602 1ST ST N | 32250    | \$2500000         | 2020             | 0.16  | 1921001019 | 9433      | 3-28 33-2S-29E .179 PABLO BEACH NORTH S | 0.2 PCT ANNUAL CHANCE FLOOD HAZARD |         | NOT DISTRESSED | ZONE A          | 7                 | NA         | NA  | NA          | NA         | NA           | NA              | NA             |

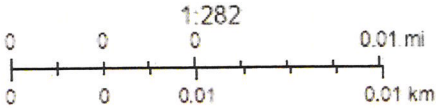


| RE # | Owner | Address | Zip Code | Transaction Price | Transaction Year | Acres | Book-Page | Map Panel | Legal Descriptions      | Flood Zone | AshSite | EDA Level | Evacuation Zone | Planning District | Noise Zone | APZ | Civ HH Zone | MI HH Zone | Lighting Reg | Civ Notice Zone | MI Notice Zone |
|------|-------|---------|----------|-------------------|------------------|-------|-----------|-----------|-------------------------|------------|---------|-----------|-----------------|-------------------|------------|-----|-------------|------------|--------------|-----------------|----------------|
|      |       |         |          |                   |                  |       |           |           | 73FT LOTS<br>7.8 BLK 62 |            |         |           |                 |                   |            |     |             |            |              |                 |                |

Letter ANSI A Landscape



March 7, 2024



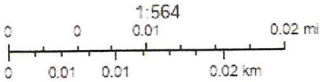
| RE #           | Owner               | Legal<br>Name<br>2 | Mail<br>Address<br>1        | Mail<br>Address<br>2 | Mail<br>Address<br>3 | Mail City             | Mail<br>State | Mail<br>Zip | Acres | Legal<br>Descriptions                                                       | Property<br>Use | Property<br>Use Desc | Exemptions | Building<br>Improvement<br>Value |
|----------------|---------------------|--------------------|-----------------------------|----------------------|----------------------|-----------------------|---------------|-------------|-------|-----------------------------------------------------------------------------|-----------------|----------------------|------------|----------------------------------|
| 174174<br>0000 | DUCK<br>DIVE<br>LLC |                    | 3948 S<br>3RD ST<br>STE 373 |                      |                      | JACKSONVILLE<br>BEACH | FL            | 32250       | 0.16  | 3-28 33-2S-29E<br>.179 PABLO<br>BEACH<br>NORTH S 52FT<br>LOTS 7,8 BLK<br>62 | 3300            | NIGHT<br>CLUB/BAR    | N/A        | 103368                           |



JAXGIS Property Information  
Letter ANSI A Landscape



January 8, 2024



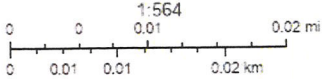
| RE #        | Owner                            | Address       | Zip Code | Transaction Price | Transaction Year | Acres | Book-Page  | Map Panel | Legal Descriptions                   | Flood Zone                         | AshSite | EDA Level      | Evacuation Zone | Planning District | Noise Zone | APZ | Civ HH Zone | MI HH Zone | Lighting Reg | Civ Notice Zone | MI Notice Zone |
|-------------|----------------------------------|---------------|----------|-------------------|------------------|-------|------------|-----------|--------------------------------------|------------------------------------|---------|----------------|-----------------|-------------------|------------|-----|-------------|------------|--------------|-----------------|----------------|
| 173937 0000 | JAX BEACH INVESTMENT HOLDING LLC | 135 5TH AVE N | 32250    | \$1033300         | 2018             | 0.1   | 1860200721 | 9433      | 15-50 33-2S-29E FLAGLER TRACT LOT 38 | 0.2 PCT ANNUAL CHANCE FLOOD HAZARD |         | NOT DISTRESSED | ZONE A          | 7                 | NA         | NA  | NA          | NA         | NA           | NA              | NA             |



JAXGIS Property Information  
Letter ANSI A Landscape



January 8, 2024



| RE #        | Owner                            | Address       | Zip Code | Transaction Price | Transaction Year | Acres | Book-Page  | Map Panel | Legal Descriptions                        | Flood Zone                         | AshSite | EDA Level      | Evacuation Zone | Planning District | Noise Zone | APZ | Civ HH Zone | MI HH Zone | Lighting Reg | Civ Notice Zone | MI Notice Zone |
|-------------|----------------------------------|---------------|----------|-------------------|------------------|-------|------------|-----------|-------------------------------------------|------------------------------------|---------|----------------|-----------------|-------------------|------------|-----|-------------|------------|--------------|-----------------|----------------|
| 173938 0000 | JAX BEACH INVESTMENT HOLDING LLC | 129 5TH AVE N | 32250    | \$1033300         | 2018             | 0.1   | 1860200721 | 9433      | 15-50 33-2S-29E .110 FLAGLER TRACT LOT 39 | 0.2 PCT ANNUAL CHANCE FLOOD HAZARD |         | NOT DISTRESSED | ZONE A          | 7                 | NA         | NA  | NA          | NA         | NA           | NA              | NA             |



JAXGIS Property Information  
Letter ANSI A Landscape



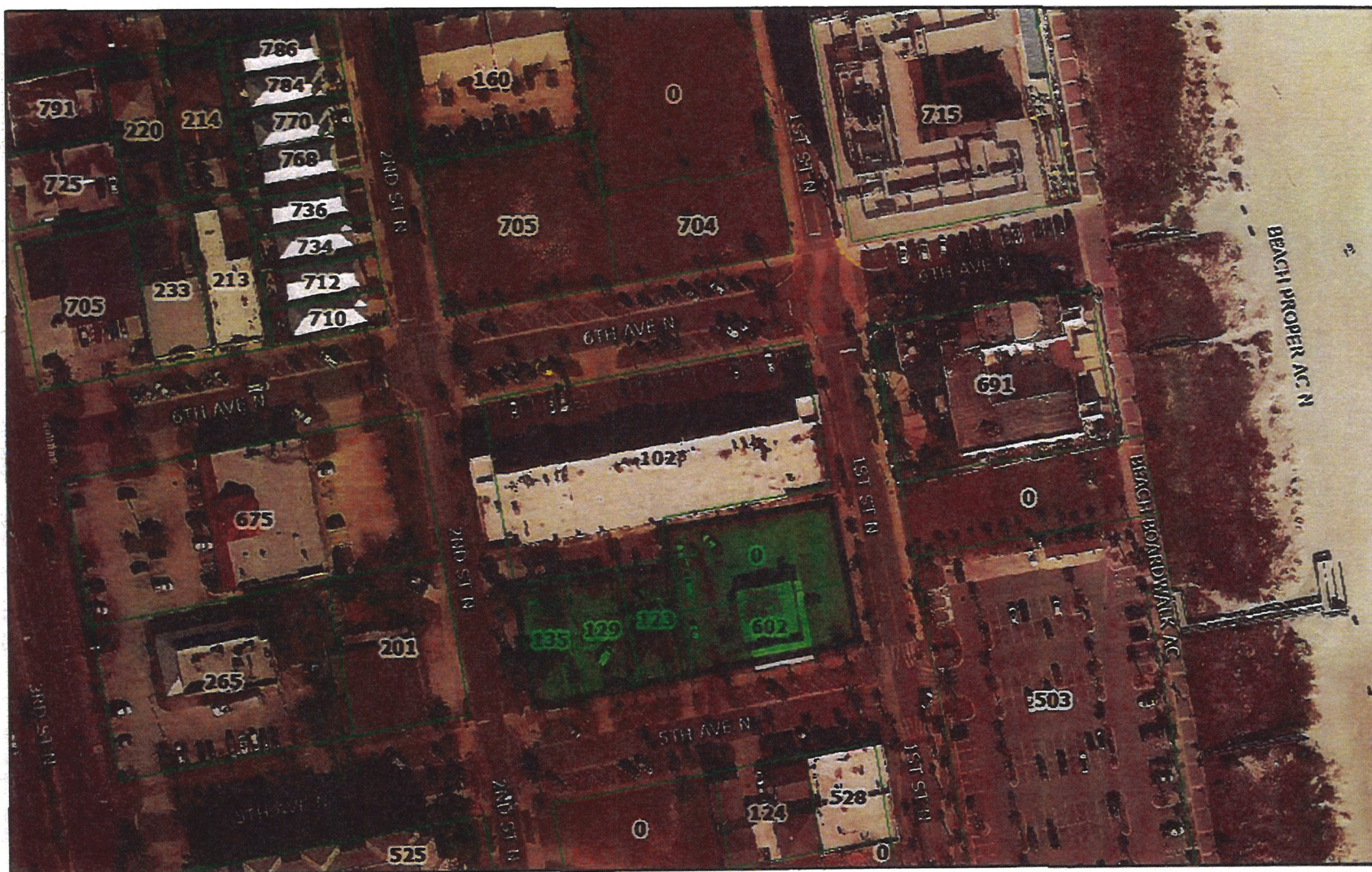
January 8, 2024

| RE #        | Owner                            | Address       | Zip Code | Transaction Price | Transaction Year | Acres | Book-Page  | Map Panel | Legal Descriptions                   | Flood Zone                         | AshSite | EDA Level      | Evacuation Zone | Planning District | Noise Zone | APZ | Civ HH Zone | MI HH Zone | Lighting Reg | Civ Notice Zone | MI Notice Zone |
|-------------|----------------------------------|---------------|----------|-------------------|------------------|-------|------------|-----------|--------------------------------------|------------------------------------|---------|----------------|-----------------|-------------------|------------|-----|-------------|------------|--------------|-----------------|----------------|
| 173939 0000 | JAX BEACH INVESTMENT HOLDING LLC | 123 5TH AVE N | 32250    | \$1033300         | 2018             | 0.1   | 1860200721 | 9433      | 15-50 33-2S-29E FLAGLER TRACT LOT 40 | 0.2 PCT ANNUAL CHANCE FLOOD HAZARD |         | NOT DISTRESSED | ZONE A          | 7                 | NA         | NA  | NA          | NA         | NA           | NA              | NA             |

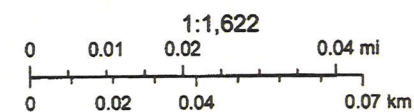


## EXHIBIT 2 & 3

## Duval Map



January 8, 2024



**EXHIBIT 4****NARRATIVE DESCRIPTION**

**Jax Beach Mixed-Use Project  
Proposed Rezoning to RD District and  
Preliminary Development Plan  
April 2, 2023**

**Existing FLUM Designation: CBD  
Existing Zoning: CBD/RD  
Proposed Zoning: RD**

**I. INTRODUCTION**

Jax Beach Investment Holding LLC and Duck Dive, LLC (collectively, "Owner") propose to rezone approximately .76 acres of property from Central Business District ("CBD") to Redevelopment District ("RD"). The property is located at 135 5<sup>th</sup> Avenue North (RE# 173937-0000), 129 5<sup>th</sup> Avenue North (RE# 173938-0000), 123 5<sup>th</sup> Avenue North (RE# 173939-0000), 602 1<sup>st</sup> Street North (RE# 174174-0000), and 0 1<sup>st</sup> Street North (RE# 174174-0050) and sits approximately one block from the Atlantic Ocean (collectively, the "Property").

The Property is located within the CBD functional land use category according to the Future Land Use Map ("FLUM") series adopted as part of the City of Jacksonville Beach ("City") 2030 Comprehensive Plan and is zoned CBD. The Property comprises the southern half of the block bounded by 1st Street North, 6th Avenue North, 2nd Street North, and 5th Avenue North. It is located within the North subdistrict of the RD Zoning District. The Property is within an urban infill area and is currently occupied by Mango's Beach Bar and three (3) two-story residential buildings, two of which are residential and one of which is an office. Due to the location and the unique and innovative development plan, the Owner requests this RD rezoning to permit the redevelopment of the Property into a mixed-use development with the west half of the Property being a multi-tenant plaza intended for a mix of restaurant, office, and commercial retail uses and the east half of the Property remaining as a bar (the "Project").

The eastern half of the Property was previously the subject of Ordinance 2014-8058, which permitted retail commercial uses. That rezoning has since expired.

The following is a description of the proposed RD rezoning with the Preliminary Development Plan ("PDP") in support. Also included is an explanation of why the proposed development complies with the standards governing RD rezonings and PDPs pursuant to the City's Land Development Code ("LDC").

**II. REDEVELOPMENT DISTRICT**

The proposed development is consistent with the objectives of the Jacksonville Beach Community Redevelopment Plan, is consistent with the 2030 Comprehensive Plan, and furthers the purpose of the RD zoning district by providing for creative design and planning. The proposed development will be constructed in accordance with the following provisions of the PDP set forth below.

**III. PRELIMINARY DEVELOPMENT PLAN**

**A. The names, address and telephone number of the owners of record of the land proposed for development.**

Owner: RE #s 173937-0000, 173938-0000, & 173939-0000  
Jax Beach Investment Holding LLC  
1440 Beach Avenue  
Atlantic Beach, FL 32233

RE #s 174174-0000 & 174174-0050  
Duck Dive, LLC  
3948 S 3<sup>rd</sup> Street Ste 373  
Jacksonville Beach, FL 32250

**B. The name, address, and telephone number of the developer, if different from the owner, and an explanation of the difference.**

There is no difference between the Owner and developer.

**C. The name, address and telephone number of the agent of the applicant, if there is an agent.**

Applicant/Agent: Rogers Towers, P.A.  
c/o Emily G. Pierce  
1301 Riverplace Blvd., Ste 1500  
Jacksonville, FL 32207  
[epierce@rtlaw.com](mailto:epierce@rtlaw.com)  
904-346-5787

**D. The name, address, and telephone number of all land use, environmental, engineering, economic, or other professionals that are assisting with the application.**

Architect: Joe Cronk  
Cronk Duch Architecture, LLC  
1936 San Marco Boulevard, Studio 101  
Jacksonville, FL 32207  
[joe@cronkduch.com](mailto:joe@cronkduch.com)  
(904) 302-9848

Engineer: Joseph P. Loretta, V.P., Operations Manager  
Halff  
9995 Gate Pkwy N Suite 200  
Jacksonville, FL 32246  
[jloretta@halff.com](mailto:jloretta@halff.com)  
(904) 441-8365



**E. The name, address and legal description of the land on which the preliminary development plan is proposed to occur, with attached copies of any instruments referenced, such as but not limited to deeds, plats, easements, covenants and restrictions.**

The Property includes the parcels and addresses set forth above. The legal description and deeds are attached hereto as **Exhibit “5.”**

**F. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for development, with the boundaries already marked.**

The assessment map is attached hereto as **Exhibit “1.”**

**G. An eight and one-half (8 ½) by eleven (11) vicinity map locating the proposed land for development.**

The vicinity map is attached hereto as **Exhibit “2.”**

**H. A statement of the planning objectives to be achieved by the planned redevelopment activity and its consistency with the Jacksonville Beach Community Redevelopment Plan. The statement shall include a detailed description of the character of the proposed development, including information relative to the architectural style of the proposed development.**

1. *Description of Character of Proposed Development.*

The Property is located within an urban infill area, one (1) block from the Atlantic Ocean. The Property is currently the site of Mango’s Beach Bar and three, two-story units, two of which are residences and one of which is being utilized as office space. Mango’s Beach Bar has been a Jacksonville Beach institution for over sixty-five (65) years. The surrounding zoning districts include: CBD to the north, south, east and west. The eastern half of the Property was rezoned in 2014 to RD pursuant to Ordinance 2014-8058. The 2014 RD zoning permitted a mixed-use development that would have consisted of office/retail space and a new concept bar. Because a building permit was not applied for within eighteen (18) months following the adoption of the rezoning ordinance, the zoning designation of RD is now void.

Following the expiration of the RD zoning on the eastern half of the Property, the Owners decided to address redevelopment of the entire site and engaged architects from Cronk Duch Architecture and engineers from Halff to assist with the development of a cohesive vision for the Property. Consistent with its location and the surrounding uses, the Project concept contemplates a new mixed-use development on the western half of the Property and improvements to the existing use on the eastern half of the Property.

As illustrated on **Exhibit “A”** (the Jax Beach Mixed Use Vision Plan), **Exhibit “B”** (the Parcel 1 Ground Floor and Second Floor Plans), and **Exhibit “C”** (the Jax Beach Mixed Use Site Plan) Parcel 1 (the western portion of the Property) will consist of two (2) new multi-tenant, mixed-use two (2) story buildings connected under one roof intended for office and commercial retail uses on the ground floor and a restaurant use on the second floor including both indoor and outdoor dining space. The ground floor of Parcel 1 will include retail space, the elevator lobby, and a preparation area and cooler/freezer space for the restaurant. The second floor of Parcel 1 will include a mix of both enclosed and open/covered space. The building on Parcel 1 will be approximately 13,500 square feet.

As shown on both **Exhibit “A”** and **Exhibit “C,”** Parcel 2 will consist of the redevelopment and expansion of Mango’s Beach Bar to include a larger outside patio which may be fully or partially covered and which will face both 5<sup>th</sup> Avenue North and 1<sup>st</sup> Street North along with a new men’s restroom. Mango’s will remain the popular “beach dive bar” that it is but will get some much-needed improvements with the addition of a new men’s restroom, the expanded outdoor space and new landscaping.

The Project utilizes varying heights throughout the Property to maximize architectural aesthetics, consumer experiences and ocean views, while ensuring consistent building mass and scale with the surrounding area.

There are three primary access points: one on 2<sup>nd</sup> Street North, one on 5<sup>th</sup> Avenue North; and an entrance-only on 1<sup>st</sup> Street North. There will also be a dedicated covered valet drop-off space on Parcel 1 serving the upstairs restaurant which will exit onto 5<sup>th</sup> Avenue North. The valet design will allow for a covered drop-off area and for staging for the new restaurant. The Property will include 41 on-site parking spaces (inclusive of 2 handicapped accessible spaces). The Property also includes a dedicated bike rack area. There are approximately ten (10) additional angled parking spaces available to patrons immediately adjacent to the Property on 5<sup>th</sup> Avenue North with additional spaces across 5<sup>th</sup> Avenue North and public parking within the Jacksonville Beach Pier lot across 1<sup>st</sup> Street North.

## 2. Consistency with Jacksonville Beach Community Redevelopment Plan.

The Jacksonville Beach Community Redevelopment Plan, adopted in January 1987 by the Jacksonville Beach Community Redevelopment Agency, sets out specific objectives to guide the redevelopment of the Jacksonville Beach Redevelopment Area (the “Community Redevelopment Plan”). The proposed redevelopment is consistent with the general purpose and intent of the Community Redevelopment Plan and specifically furthers the following objectives:

### *General Objectives:*

- a. *Eliminate the conditions of blight and prevent the spread of blighting conditions.*

The Project features a holistic approach to the redevelopment of the Property. The project will provide on-site parking along with new commercial retail and office uses, and a second story restaurant on historically underutilized land. The Project

will also include renovations to a long-standing Jacksonville Beach institution, Mango's Beach Bar. As shown on **Exhibit "A"** the new development and improvements to Mango's Beach Bar will be architecturally compatible with the new development ensuring a cohesive development which will help with the prevention of blighting conditions in the area.

- b. *Encourage the core downtown area to develop as the center for cultural, entertainment and community activities within the City.*

The Project's mix of uses, including both new uses and the preservation of a Jacksonville Beach icon, the removal and replacement of existing rundown buildings with new attractive, site appropriate construction and its proximity to the Jacksonville Beach Pier and Seawalk Pavilion will encourage resident and visitor participation in the area. This mix of uses furthers the Community Redevelopment Plan's vision for the area north of 5<sup>th</sup> Avenue North and east of 2<sup>nd</sup> Street to include a mix of both residential and commercial uses.

*Economic Objectives:*

- a. *Increase the tax base in the Community Redevelopment Area to assist in financing public actions to support redevelopment.*

The Project contemplates new construction along with renovations to Mango's which will result in an increase in the tax base of the CRA.

- b. *Encourage the re-creation of a compact mixed-use core area, oriented to recreation, entertainment, specialty retail tourism and housing.*

The Project features a cohesive compact design that will incorporate new commercial retail and office uses, a restaurant, surface parking and improvements to Mango's Beach Bar all within the Central Business District. This integrated and thoughtfully designed Project should encourage resident and visitor participation in the area.

*Land Use Objectives:*

- a. *Encourage the development of a mix of activities in the core area including residential, retail, hotel and office.*

This Project includes a mix of new retail, office and restaurant uses and the renovation of a popular existing use and has been designed in a cohesive, compact way in order to foster resident and visitor participation in the area and should act as a catalyst to further redevelopment in the core area.

- b. *Provide guidance to moderate building heights in the core oceanfront area and residential densities elsewhere in the community redevelopment area.*

As set forth below, the Project sets a maximum building height of thirty-five (35) feet, less improvements otherwise permitted by the City's Charter and LDC, with



varying roof heights to add architectural interest to the site while ensuring consistent building mass and scale with the surrounding area.

- c. *Control the amount of land zoned for commercial use to stabilize predominately residential areas and concentrate commercial activity in the core area.*

The proposed mix of commercial and office uses are appropriate for the Property and the surrounding location as they are located within the commercial core area of the CBD.

*Circulation and Parking Objectives:*

- a. *Maintain the existing street pattern with improvements as necessary to accommodate new development.*

The existing street pattern will remain. The Project will include a 41-space surface parking area consistent with the requirements of the CBD/RD zoning district. The existing access point on 1<sup>st</sup> Street North will be converted to an entrance-only access and will be signed accordingly.

*Urban Design Objectives:*

- a. *Promote standards of high quality in new development and rehabilitation consistent with the desired image of Jacksonville Beach.*

The Project has been thoughtfully designed to integrate the various proposed uses with each other and with the surrounding area. The proposed design is consistent with the vision for the redevelopment of the CRA area to eliminate “poor building conditions” in the area.

- b. *Promote compatibility and integration among public and private developments.*

The Project includes a mix of commercial, retail and restaurant uses in a compact design that is compatible with the surrounding uses. The mix of uses provides multiple opportunities for interaction by visitors and residents alike.

**I. A statement of the applicant's intention with regard to the form of ownership contemplated for the development when construction is completed, e.g., sale or lease of all or some of the development including rental units, condominiums, or fee simple conveyance.**

The Project contemplates leasing to multiple tenants.

**J. A description of the proposed development, including:**

- 1. *The number and type of residential dwelling units.*

The proposed Project does not include residential uses.

2. The approximate gross density for the residential development.

The proposed Project does not include residential uses.

3. The amounts of land and building square footages for nonresidential developments, by type of use, including any portions to be reserved for public use.

The proposed building square footages are consistent with the goals of the Community Redevelopment Plan and are comparable to the existing development in the surrounding area.

*Proposed Square Footage (not to exceed):*

Parcel 1 – 13,500 square feet, includes air-conditioned areas, along with covered and uncovered seating areas as described below (note that specific square footages for the spaces are approximates):

Ground Floor

Retail: ±2,800 heated sq. ft.

Restaurant/Kitchen related uses (dish & primary prep, cooler/freezer, office): ± 1,200 heated sq. ft.

Stairwells and elevator (both floors): ± 1,000 sq. ft.

Covered, unheated space: ± 3,500 sq. ft.

Second Floor

Restaurant: ± 6,000 heated sq. ft.

Restaurant covered, unheated space: ± 2,500 sq. ft.

Parcel 2 (Mango's) – 4,300 square feet, including bar and covered/uncovered seating area:

Night club/bar: ± 2,600 heated sq ft

Covered/uncovered, unheated space: ± 1,700 sq ft

The proposed square footages for each use may be allocated to another use on a one (1) to one (1) square foot basis or as otherwise agreed to by the P&DD.

**K. A concept plan showing the location of all proposed buildings, the proposed traffic circulation system, and parking facilities.**

The site plan showing the location of structures, the traffic circulation, access points and parking is attached hereto as **Exhibit "C"** (Jax Beach Mixed-Use Site Plan)

**L. A tentative development schedule indicating:**

1. The approximate date when construction of the development can be expected to begin.

Development is anticipated to be accomplished in one (1) or more phases. It is contemplated that an application for a development permit for a development plan will be submitted for within one (1) year of the approval of this RD rezoning or as otherwise allowed herein. Construction is expected to begin following issuance of the permit by the City.

2. The stages in which the development will be built and the approximate date when construction on each stage can be expected to begin.

The development is anticipated to occur in one (1) or more phases. It is contemplated that an application for a development permit for a development plan will be submitted for within one (1) year of the approval of this RD rezoning or as otherwise allowed herein.

3. The approximate date when each stage of development will be completed.

Subject to market conditions and financing, development is anticipated to begin no later than 2025 and subject to the tolling and other time provisions herein is estimated to be completed by 2028.

**IV. STANDARDS**

This RD zoning district shall comply with the following standards:

**A. Permitted Uses.**

1. General commercial retail uses, including, but not limited to specialty retail outlets and similar uses which may include outside sales displays.
2. Bakery products manufacturing, in conjunction with the retail sale of the baker products on the same site.
3. Jewelry manufacturing, in conjunction with the retail sale of the jewelry on the same site.
4. Handbag and other personal leather goods manufactured in conjunction with the retail sale of the finished product on the same site.
5. Travel agencies.

6. Retail trade establishments as follows: Building materials, hardware and garden supplies; general merchandise stores; apparel and accessory stores; home furniture, furnishing and equipment stores; drug stores; florists/plant stores; tobacco stands and newsstands; optical goods stores; and miscellaneous retail goods.

7. Restaurants, cafes, and similar dining/eating establishments with either indoor or outdoor sales and service, or both. Such establishments may also include the sale and service of all alcoholic beverages, including liquor, beer or wine, with indoor or outdoor service, or both. These uses shall be permitted notwithstanding the distance requirements in section 34-393(2) or the supplemental requirements in section 34- 407(a) and (b).

8. A bar, lounge, night club, tavern or similar establishment or facility, which includes the retail sale and service of all alcoholic beverages, including liquor, beer or wine for on-premises or off-premises consumption or both. Such facility may include inside or outside sale and service of such alcoholic beverages, or both. These uses shall be permitted notwithstanding the distance requirements in section 34-393(2) or the supplemental requirements in section 34-407(a) and (b). Additionally, notwithstanding the limitations set forth in section 34-407(b), the outdoor seating area for any such use may exceed twenty-five (25) percent of the total enclosed area of the bar.

9. Microbreweries.

10. Financial institutions, insurance and real estate offices.

11. Personal service establishments as follows: Photographic studios; beauty and barber shops; shoe repair shops and shoe-shine parlors; tax preparation services; and miscellaneous personal services.

12. Business service establishments as follows: Advertising; business and consumer credit reporting and collections; mailing reproduction; commercial art and photography and stenographic services; personnel supply, excluding labor and manpower pools and similar temporary help services; computer programming, data processing and other computer services; and miscellaneous business services.

13. Automotive parking, including surface and/or structured parking.

14. Dance, music, gymnastics, cheer, martial arts, acting, and photography studios/schools and similar uses.

15. Amusement and recreation service establishments as follows: Physical fitness facilities; coin operated amusement devices; or membership sports and recreation clubs.

16. Business and professional offices as follows: Landscape architect; building contractors and subcontractors (no storage of vehicles, equipment, or materials); doctors, chiropractors, dentists and miscellaneous health offices and clinics; legal services; engineering, architecture, accounting, research management, and similar uses.

17. Museums, art galleries, art studios, and similar uses.

18. Government uses.

19. Essential services, including water, sewer, electrical, gas, communications antennae, and similar uses.

20. Pharmacy.

21. Any other permitted use allowed in the CBD or RD zoning districts.

**B. Prohibited Uses:**

The following uses are specifically prohibited:

1. Manufacturing, except for activity related to the production of items designed for sale at retail on the premises such as arts and crafts, jewelry, or bakery goods.
2. Outdoor storage yards of any kind, including junk yards.
3. Wholesale trade, warehouse, and distribution establishments.
4. Cemeteries.
5. Mobile home parks.
6. Motor vehicle repair, services, and garages.
7. Transportation and transportation service establishments, except terminal and service facilities for passenger transportation.

8. Petroleum and petroleum products receiving, storage/and distribution.
9. Veterinary services and kennels.
10. Recreational vehicle or travel trailer parks.
11. Commercial and industrial laundries.
12. Cold storage and ice processing plants.
13. Contract construction establishments.
14. Rooming and boarding houses.

**C. Area and setback requirements:**

1. Minimum lot area and width: None.
2. Maximum lot coverage by buildings: 90%.
3. Building setbacks:
  - a) *Front* - zero (0) feet minimum; ten (10) feet maximum. Outdoor covered areas shall count as the building for purposes of determining the front setback and frontage buildout.
  - b) *Side* - zero (0) feet minimum.
  - c) *Rear* - zero (0) feet minimum.
4. Maximum building height: Thirty-five (35) feet. The height limitation contained in this RD rezoning does not apply to spires, belfries, cupolas, flag poles, antennas, water tanks, fire towers, cooling towers, ventilators, chimneys, radio and television towers, and elevator hoist ways, not intended for human occupancy. Should the maximum height under the City's Charter and/or LDC increase subsequent to the approval of this RD rezoning, the Project may be developed in accordance with those provisions through an RD zoning amendment pursuant to the standards and procedures for a rezoning.

**D. Traffic circulation control and parking.** Vehicular access to the Property shall be by way of 5th Avenue North, 2nd Street North, and 1st Street North, substantially as shown on the site plan. The access on 1<sup>st</sup> Street North shall entrance-only and shall be marked as such. A valet and staging area which will consist of a covered drop-off area for the restaurant with an exit onto 5th Avenue North shall also be permitted substantially as



shown on the site plan.

**E. Building and site design and lot layout standards.** The mixed-use buildings which will include the retail and restaurant uses on Parcel 1 shall be located on the site as generally shown on **Exhibit “B”** (the Ground Floor and Second Floor Plans), and **Exhibit “C”** (the Jax Beach Mixed Use Site Plan) with the architectural character being similar to the renderings set forth in **Exhibit “A”** (the Jax Beach Mixed Use Vision). While there may be multiple building entrances, the “fronts” of all of the buildings on the Property shall be deemed to be that portion of the building facing 5th Avenue North. The fronts of the buildings will include architectural elements such as changes in exterior finish materials, windows, recesses, popouts, covered areas, variations in roof lines, and overhangs that emphasize entrances, include changes in volume, and provide visual interest and relief along the fronts of the buildings. The ground floor of the building at the corner of 2<sup>nd</sup> Street North and 5<sup>th</sup> Avenue North will have a corner entrance. The renovated building on Parcel 2 ties architecturally and aesthetically with the new buildings on Parcel 1. As set forth above, outdoor covered/uncovered seating areas shall count as a part of the building for purposes of determining the front setback and frontage buildout. Therefore, none of the building setbacks vary by more than five (5) feet from the adjacent buildings.

The buildings generally meet the *Storefront Character* standards set forth in section 34-345(e)(7)h, with the exception of the following: (1) section 34-345(e)(7)h.1 requires corner building entrances on corner lots; and (2) section 34-345(e)(7)h.3, which requires large transparent display windows which cover a minimum of forty percent and a maximum of eighty percent of the ground floor of each storefront’s linear frontage.

- With regard to the corner entrance requirement, the new building located on Parcel 1 will include a corner entrance; however, Mango’s Bar on Parcel 2 will not include a corner entrance. Mango’s is an existing building with an existing covered patio and an intervening parking area facing the corner of 5<sup>th</sup> Avenue North and 1<sup>st</sup> Street North. While there will be improvements to the bar in the form of a larger outdoor patio, the addition of a men’s room and exterior/architectural renovations. The renovations will not include major changes to the structure and layout of the existing building, nor will the building be relocated to the corner of the lot.
- With regard to the ground floor display window requirement, those portions of the buildings on Parcel 1 facing 5<sup>th</sup> Avenue North will meet the requirement; however, that portion of the westernmost building facing 2<sup>nd</sup> Street North will not include transparent display windows. That portion of the building will house the restaurant’s coolers, freezers and storage area. This area is critical to support the restaurant but does not lend itself to large transparent windows both for aesthetic reasons and to aid in temperature control. On Parcel 2, Mango’s is an existing building and there are no major structural changes being proposed. The ground floor windows will remain as is.

**F. Screening, mechanical equipment, and rooftop mechanical equipment.** Trash, recycling receptacles, loading docks, service areas and other similar areas shall be located

in the parking areas, shall not be visible from 1st Street North, and shall be screened to minimize sound and visibility from adjacent streets and uses. Mechanical equipment at ground level shall be screened or otherwise incorporated into the building's overall design. Any screening shall be at least one (1) foot higher than the largest object to be screened, but in no event shall be more than ten (10) feet higher. Rooftop mechanical equipment shall be integrated into the overall mass and design of the building by screening or by recessing the equipment into the roof structure.

**G. Off street parking and loading.**

1. The PUD will comply with the City's parking requirements by providing at least forty-one (41) onsite parking spaces (inclusive of two dedicated handicapped parking spaces) along with a dedicated bike parking area. It should be noted that there are an additional ten (10) off-site street parking spaces located immediately in front of the Property along 5th Avenue North with additional street and surface lot parking spaces locating within walking distance of the Property.
2. The parking area shall be setback at least ten (10) feet from the corner and at least one (1) foot from the property line with curbing or wheel stops adjusted accordingly.
3. Subject to review and approval of the Planning Department, as long as the interior landscape area is equal to or greater than ten (10%) percent of the total paved area, interior landscaping for the parking lot may be modified to be located along the perimeter of the parking area or elsewhere within the PUD and landscape islands/areas may be modified, relocated or removed, in order to increase drive-aisle widths, to provide for better turning radii, to facilitate fire access and to enable better onsite maneuverability by vehicles.

**H. Signage:** All signage shall be consistent with the goals, objectives, and policies of the adopted Community Redevelopment Plan and the standards of Chapter 34, Article VIII, Division 4 of the LDC.

**I. Landscaping:** Subject to the modifications permitted in Section IV.G. above, landscaping shall be consistent with the landscape standards for the CBD zoning district as set forth in Section 34-345(e)(6) of the LDC.

**J. Environmental:** The stormwater management and flood protection standards shall be consistent with the goals, objectives, and policies of the Community Redevelopment Plan and the standards in Chapter 34, Article VIII, Division 5 of the LDC.

**K. Utility easements:** Easements for the orderly extension and maintenance of public utility systems shall be required where they are necessary and adequately service the development.

**L. Adequate public facilities:** There shall be adequate potable water, sanitary sewer, stormwater management, solid waste, parks, roads, police, fire and emergency management services facilities to service the development. The application shall comply with the standards in Article X of the LDC, Adequate public facilities standards. Solid waste may be collected in off-site dumpsters and/or trash compactors.

**M. Comprehensive plan consistency.** In addition to furthering the objectives of the Community Redevelopment Plan, the proposed redevelopment is consistent with and furthers the general purpose and intent of the 2030 Comprehensive Plan, specifically contributing to the following goals, objectives, and policies:

*Future Land Use Element:*

**Goal LU.1** - Provide for a continued high quality of life in Jacksonville Beach by planning for population growth, public and private development and redevelopment, energy conservation; and the proper distribution, location, and extent of land uses by type, density, and intensity consistent with efficient and adequate levels of services and facilities, and the protection of natural and environmental resources.

The redevelopment of the Property within an urban infill area furthers Goal LU.1 by ensuring that the City continues to grow in a compact, efficient way where there are adequate levels of services and facilities. The Central Business District has been recognized by the City as an appropriate location for retail, restaurant, office and commercial uses.

**Policy LU.1.2.2** - An adequate amount of land exists in developed areas or areas being developed for neighborhood and general commercial, office and service, lodging, and industrial use in the City, or is planned for assembly and redevelopment to meet the needs of the projected resident, seasonal and day visitor populations through the planning period. Future commercial space needs of this type shall be met through in-fill development adjacent to similar uses or through redevelopment in designated areas.

The redevelopment of the Property through the conversion of underutilized property into retail, restaurant, office and commercial uses, consistent with the Property's CBD designation and adjacent to similar uses, furthers Policy LU.1.2.2.

**Policy LU.1.2.3** - The intensity of development in areas where in-fill development for commercial, office, service, or industrial use is proposed shall conform to the level of intensity on adjacent properties or as specified in the adopted Community Redevelopment Plans. A market analysis shall be required to accompany any application involving a proposed Future Land Use Map change from a residential land use category to a commercial land use category.

This Project furthers the intent of Policy LU.1.2.3. As set forth above, this infill

redevelopment Project is consistent with the Community Redevelopment Plan and is consistent with the intensity of development in the surrounding CBD/RD designated areas.

**Policy LU.1.2.6** - The City recognizes that urban sprawl; as evidenced by the incidence of "leapfrog" development, strip commercial development, and large expanses of low-density, single dimensional land uses presents a fiscally and environmentally unsound urban form. However, in a mature community like Jacksonville Beach, development patterns have long been set. Nevertheless, it is the intent of the City to enforce its land development regulations in a manner which will discourage the development or extension of commercial strips, allow for mixed use development where appropriate, and support the redevelopment or revitalization of existing commercial areas.

The proposed redevelopment Project is an infill project which will make use of underutilized property located within the CBC FLUM category, thus furthering the intent of Policy LU.1.2.6 to avoid urban sprawl.

**Policy LU.1.3.1** - It is the intent of the City that the land use proposals in the adopted Downtown and South Beach Community Redevelopment plans currently being implemented are made a part of this Future Land Use Element by reference and development within these designated areas shall be carried out under the Planned Unit Development or Redevelopment District provisions in the City's land development regulations.

The Applicant is utilizing the RD zoning district in order to ensure compliance with the intent of the CBD FLUM category, the Community Redevelopment Plan and Policy LU.1.3.1.

**Policy LU.1.3.2** - Future redevelopment activities shall be consistent with sound planning principles; limitations of the natural environment including sensitivity to problems posed by topographic and soil conditions, conservation-protected lands such as estuarine wetlands and the beach, and conservation-restricted lands such as palustrine wetlands and flood prone areas including the coastal zones; as well as the desired community character and the goals, objectives, and policies relating to the development of the land embodied in the other Elements of this Plan.

The proposed redevelopment of the Property furthers the intent of Policy LU.1.3.2 by avoiding any impacts to wetlands or environmentally sensitive areas and by proposing a Project that is consistent with, and complementary to, the surrounding community character.

**Objective LU.1.4** - Future land development activities shall be directed to appropriate areas as described in this Future Land Use Element or as depicted on the Future Land Use Map. All future land use shall be consistent with sound planning principles and the limitations of the natural environment including sensitivity to problems posed by greenhouse gas generation, topographic and soil conditions, conservation-protected lands such as estuarine wetlands and the beach, and conservation-restricted lands such as palustrine wetlands and

flood prone areas including the coastal zones. Future land development activities shall be considerate of the need to preserve and protect historic resources; the desired community character, and the goals, objectives, and policies relating to the development of the land embodied in the other Elements of this Plan.

The proposed redevelopment of the Property furthers the intent of Objective LU.1.4 by avoiding any impacts to environmentally sensitive areas, by avoiding any impacts to protected historical resources and by proposing a Project that is consistent with, and complementary to, the surrounding community character.

**Policy LU.1.5.10 - Central Business District (CBD):** The Central Business District (CBD) land use category is intended to provide a central core for the city, with a diversity of uses, and to promote flexibility in design and quality in development while preserving public access to the beach recreational area. It is coterminous with the jurisdictional area of those lands within the Downtown Redevelopment Area. The CBD category allows medium to high density residential, commercial, industrial, recreational, and entertainment uses, as well as transportation and communication facilities. The exact location, distribution, and density/intensity of various types of land use in the Redevelopment Area will be guided by the site development plans approved as part of the Downtown Redevelopment Plan.

The proposed redevelopment Project furthers the intent of Policy LU.1.5.10 by utilizing the RD zoning district to specify the site design and lot layout standards for the Project to ensure consistency with the CBD FLUM designated area of the City, along with consistency with the Community Redevelopment Plan and Downtown Redevelopment Plan.

**Policy LU.1.7.2 - Encourage development/redevelopment at an appropriate scale, form, and density/intensity to support more economical and efficient public bus transit service.**

The proposed redevelopment of the Property is at an appropriate scale, form and intensity consistent with the uses located within the Central Business District such that it will support the economical and efficient use of the public bus transit service consistent with Policy LU.1.7.2.

**Objective LU.1.9 - Design of Commercial and Industrial Developments.** Commercial and industrial development/ redevelopment will be designed to enhance access and circulation, and result in a positive and attractive built environment.

As demonstrated by the Jax Beach Mixed Use Vision Plan, the Jax Beach Mixed Use Site Plan, and the Parcel 1 Ground Floor and Second Floor Plans attached as **Exhibits “A,” “B,” and “C”** to the application, the design of the Property will result in a positive and attractive built environment which will enhance access and circulation to the site consistent with Objective LU.1.9.

**Policy LU.1.9.1 - The City shall promote pedestrian amenities and upgrades in association with new development/redevelopment and gateway corridors (Beach Boulevard, A1A, and Penman), including, but not limited to, the provision of sidewalk and bike path connections, walk lights, benches, bus shelters and bicycle parking.** The City of Jacksonville Beach Bus Shelter Task Force in cooperation with the JTA will determine the shelter locations and

design suitable to the City's design context, with a goal of upgrading three existing transit stops per year.

The redevelopment Project includes a bike rack and safe and efficient pedestrian circulation to and from the parking lot and the existing sidewalks in furtherance of Policy LU.1.9.1.

### *Transportation Element*

**Objective TE 1.4** - Provide for safe and convenient traffic flow and parking.

The parking lot and internal circulation for the Project has been designed to provide for the safe and convenient flow of patrons' vehicles, emergency vehicles and pedestrians consistent with Objective TE 1.4.

**Policy TE 1.4.1** - Except in any portions of the City where provisions of the Land Development Code may allow for:

- The provisions of consolidated or free standing parking facilities, or for
- Contributions for the provision of pedestrian, bicycle or transit facilities in lieu of compliance with on-site parking requirements;

The City shall ensure adequate vehicular access to new development by requiring new developments to provide on-site parking.

The proposed redevelopment Project provides on-site parking and bike parking consistent with the requirements of the CBD/RD zoning district and thus, complies with Policy TE 1.4.1.

**Policy TE 1.4.2** - Promote parking strategies that support overall transportation goals and objectives.

The proposed redevelopment Project furthers Policy TE 1.4.2 by providing on-site parking and bike parking consistent with the requirements of the CBD/RD zoning district.

**Policy TE 1.5.1** - The City shall maintain provisions for handicapped access in its site plan review procedures.

The proposed redevelopment Project furthers the intent of Policy TE 1.5.1 by providing for handicapped accessible parking spaces.

**Policy TE 1.5.2** - Parking for disabled persons shall be required in conjunction with new development requiring on-site parking. Specific requirements for handicapped accessible spaces shall be enacted to be consistent with ADA standards, and shall be enforced through provisions of the City's building code.



The proposed redevelopment Project furthers the intent of Policy TE 1.5.2 by providing for handicapped accessible parking spaces.

**Objective TE 1.9** - Provide for a safe, comfortable and attractive pedestrian environment with convenient interconnection to public transportation.

As demonstrated by the Jax Beach Mixed Use Vision Plan and the Jax Beach Mixed Use Site Plan attached as **Exhibits “A” and “C”** to the application, the design of the Property provides for a safe, comfortable and attractive pedestrian environment, including shade structures, well-marked pedestrian paths, and sidewalk connectivity consistent with Objective LU.1.9.

**Policy TE 2.1.2** - The City shall require new development and redevelopment to provide for bicycle access and parking and supporting multimodal connections, where feasible, to the larger, Citywide network.

As demonstrated by the Jax Beach Mixed Use Site Plan attached as **Exhibit “C”** to the application, the Project provides for bicycle access and parking on-site, consistent with Policy TE 2.1.2.

**Policy TE 3.1.3** - The City shall require developers of commercial property to provide for convenient and safe access by and securing of bicycles on-site.

As demonstrated by the Jax Beach Mixed Use Site Plan attached as **Exhibit “C”** to the application, the Project provides for bicycle parking on-site, consistent with Policy TE 3.1.3.

**N. Time limitations.** The receipt of a development order for this RD zoning shall expire at the end of one (1) year after the date of its initial approval, which is to begin the day after the appeal period ends, unless an application for a development permit for a development plan has been submitted to the planning and development director. Only one (1), one (1) year extension shall be granted by the city council upon written application to the planning and development director. Written application requesting the extension shall be submitted to the planning and development director no later than thirty (30) working days before the date that the development order is to expire. The timelines and year-long extension herein shall be in addition to any pause, tolling and/or extension provided by federal, state or local law regarding state of emergencies, including but not limited to such relief offered in section 252.363, *Florida Statutes* (2023). Once a timely application for a development permit for a development plan has been submitted any subsequent application may be filed notwithstanding the time provisions herein.

**O. Minor deviation and amendments to PDP.** Minor deviations and amendments to the PDP shall be allowed pursuant to the RD zoning district provisions as provided for in Section 34-347 of the LDC.

**P. Development plan.** An application for development plan shall be filed according to the time limitations set forth in section IV.N. of this RD rezoning.

**Exhibit 5**  
**Legal Description**

LOTS 7 AND 8, BLOCK 62, PABLO BEACH NORTH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 28, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

TOGETHER WITH:

LOT 38, 39, AND 40 OF FLAGLER TRACT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE(S) 50, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

This Instrument Prepared By:

M. Scott Noble  
Edwards Cohen  
200 W. Forsyth Street, Suite 1300  
Jacksonville, Florida 32202

RE Property ID Nos. 173937-0000, 173938-0000, 173939-0000

**SPECIAL WARRANTY DEED**

**THIS INSTRUMENT**, made effective as of the 14 day of November, 2018, between Gregory S. Saig, whose address is 1440 Beach Avenue, Atlantic Beach, FL 32233 and Bryce P. Hadlow, whose address is 114 South Street, Neptune Beach, FL 32266, conveying non-homestead property (collectively, "Grantor"), and Jax Beach Investment Holding LLC, a Florida limited liability company, whose address is 1440 Beach Ave., Atlantic Beach, Florida 32233 ("Grantee").

(When used herein, the terms "Grantor" and "Grantee" shall be construed to include masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.)

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to him in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, that certain parcel of land located in Duval County, Florida and more particularly described as follows (the "Property"):

*Lot 38, 39, and 40 of FLAGLER TRACT, according to the Plat thereof as recorded in Plat Book 15, Page(s) 50, of the Public Records of Duval County, Florida.*

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

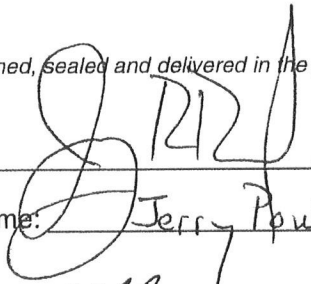
TO HAVE AND TO HOLD, the same in fee simple forever.

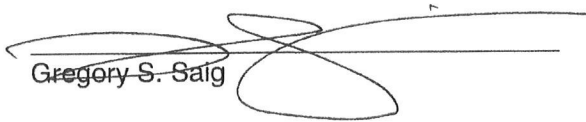
Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

This conveyance of the Property is made subject to taxes for the year 2019 and subsequent years, and restrictions and encumbrances of record which are not reimposed by this reference.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

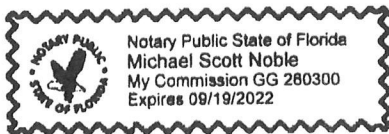
Signed, sealed and delivered in the presence of:

  
 Name: Jerry Power Jr  
  
 Name: M. S. Noble

  
 Gregory S. Saig

STATE OF FLORIDA  
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14 day of November, 2018, by Gregory S. Saig. He/She ☐ is personally known to me OR ☒ produced FLDL as identification.



[Notary Seal]

  
 Notary Public, State of Florida  
 Name: \_\_\_\_\_  
 Commission Number: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Leanna Butler

Name: Leanna Butler

Bonnie Kudela

Name: Bonnie Kudela

Bryce P. Hadlow  
Bryce P. Hadlow

STATE OF GEORGIA  
COUNTY OF Colquitt

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2018, by Bryce P. Hadlow. He/She ☐ is personally known to me OR ☒ produced DRIVERS License as identification.

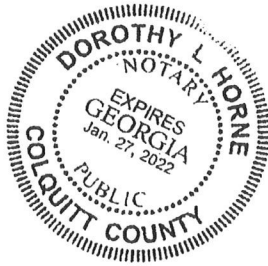
Dorothy L. Horne  
Notary Public, State of Georgia

Name: Dorothy L. Horne

Commission Number: \_\_\_\_\_

My Commission Expires: Jan. 27, 2022

[Notary Seal]



Prepared By and Return To:  
David T. Abraham, Esq.  
St. Johns Law Group  
104 Sea Grove Main Street  
St. Augustine, Florida 32080

Parcel Nos.: 174174-0000 and 174174-0050  
Consideration: \$2,500,000.00

**PERSONAL REPRESENTATIVE'S DEED**

**THIS DEED** is made and executed as of the 28<sup>th</sup> day of April, 2020, by **John B. Kowkabany and Eva K. Wheatley, Personal Representatives of the Estate of Nadime K. Kowkabany, deceased**, which estate is being administered in the Circuit Court in and for Duval County, Florida, in File Number 2019-CP-398, whose addresses are 1506 Prudential Drive, Jacksonville, Florida 32207 and 321 So. Danbury Road, Fruit Cove, Florida 32259, joined by: (i) **John B. Kowkabany and Eva K. Wheatley, as Trustees of the Nadime K. Kowkabany Revocable Trust dated June 22, 2017 (the "Trust")**, which is the sole direct beneficiary of the Estate; and by (ii) **the beneficiaries of the Trust: (a) John B. Kowkabany, a married man, (b) Eva K. Wheatley, a married woman, (c) Nadiene K. Macomb, a married woman, each individually, and (d) John B. Kowkabany and Eva K. Wheatley, as Trustees of the Donna M. Kowkabany Trust. The foregoing constituting all of the direct and indirect beneficiaries of the Estate of Nadime Kowkabany, deceased**, whose addresses are 1506 Prudential Drive, Jacksonville, Florida 32207, 321 So. Danbury Road, Fruit Cove, Florida 32259, 14 East Bay Street, Jacksonville, Florida, and c/o 1506 Prudential Drive, Jacksonville, Florida 32207, respectively, ("**Grantor**"), to **Duck Dive, LLC, a Florida limited liability company**, whose mailing address is 3948 South 3<sup>rd</sup> Street, Suite 373, Jacksonville Beach, Florida 32250 ("**Grantee**").

**GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described real property located in Duval County Florida:

**Lots 7 and 8, Block 62, Pablo Beach North, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 28, of the Current Public Records of Duval County, Florida.**

Grantor warrants that the subject property is commercial property, was continuously utilized for business purposes and was not the decedent's homestead or the homestead of any minor child or beneficiary of the Estate, within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

**TOGETHER** with all the easements, tenements, hereditaments and appurtenances thereto, and all improvements now located on the Land, if any;

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

This conveyance is made subject to the following:

1. Notice of Recording of City of Jacksonville Beach Ordinance No. 2008-7959 recorded in Official Records Book 14840, Page 1307, Public Records of Duval County, Florida.



2. Ordinance No. 2014-8058 recorded in Official Records Book 18979, Page 905, Public Records of Duval County, Florida.

3. Taxes for the year 2020 and subsequent years, which are not yet due and payable.

Subject to the matters described above, Grantor specially warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

**GRANTOR** has caused this instrument to be duly executed as of the day and year first written above.

Signed in the presence of these witnesses:

Witness: Nicole C. Turbell  
Print Name: Nicole C. Turbell

Witness: Rince Parthen  
Print Name: Rince Parthen

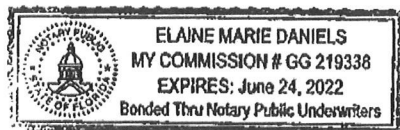
John B. Kowkabany, as Personal Representative and Beneficiary of the Estate of Nadine K. Kowkabany, deceased, as Trustee of the Nadine K. Kowkabany Revocable Trust dated June 22, 2017, and as Trustee of the Donna M Kowkabany Trust

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020, by John B. Kowkabany, as Personal Representative and Beneficiary of the Estate of Nadine K. Kowkabany, deceased, and as Trustee of the Nadine K. Kowkabany Revocable Trust dated June 22, 2017, and as Trustee of the Donna M. Kowkabany Trust, who is personally known to me or who has produced \_\_\_\_\_.

Elaine Marie Daniels  
Signature of Notary Public

[NOTARY SEAL]



Witness: Nicole C. Turbell  
Print Name: Nicole C. Turbell  
Witness: Rina B. B. B. B.  
Print Name: Rina B. B. B. B.

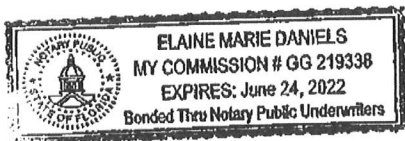
Eva K. Wheatley  
Eva K. Wheatley, as Personal Representative and Beneficiary of the Estate of Nadine K. Kowkabany, deceased, and as Trustee of the Nadine K. Kowkabany Revocable Trust dated June 22, 2017, and as Trustee of the Donna M. Kowkabany Trust

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of April, 2020, by Eva K. Wheatley, as Personal Representative and Beneficiary of the Estate of Nadine K. Kowkabany, deceased, as Trustee of the Nadine K. Kowkabany Revocable Trust dated June 22, 2017, and as Trustee of the Donna M. Kowkabany Trust, who is personally known to me or who has produced \_\_\_\_\_.

Elaine Marie Daniels  
Signature of Notary Public

[NOTARY SEAL]



Witness: Nicole C. Timbrell  
Print Name: Nicole C. Timbrell  
Witness: Imela Barakat  
Print Name: Imela Barakat

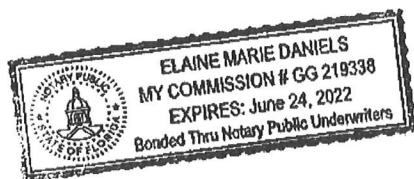
Nadiene K. Macomb  
Nadiene K. Macomb, as Beneficiary of the Estate  
of Nadine K. Kowkabany, deceased

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of March, 2020, by Nadiene K. Macomb, as Beneficiary of the Estate of Nadine K. Kowkabany, deceased, who is personally known to me or who has produced \_\_\_\_\_.

Elaine Marie Daniels  
Signature of Notary Public

[NOTARY SEAL]



---

# JAX BEACH MIXED USE VISION

---

**CRONK DUCH**  
ARCHITECTURE & PLANNING

JACKSONVILLE PALM BEACH MIAMI BEACH

 **halff**

**CD**<sup>+</sup> urban  
studio

EXHIBIT A









































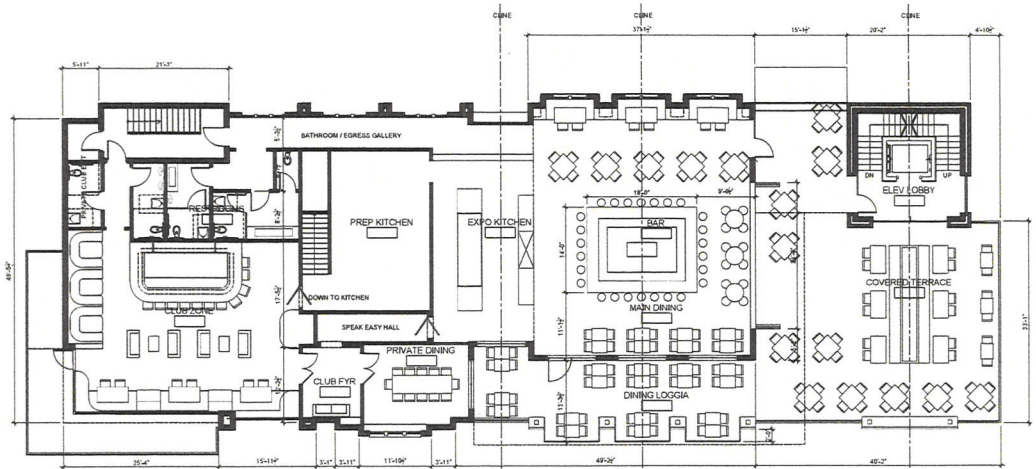






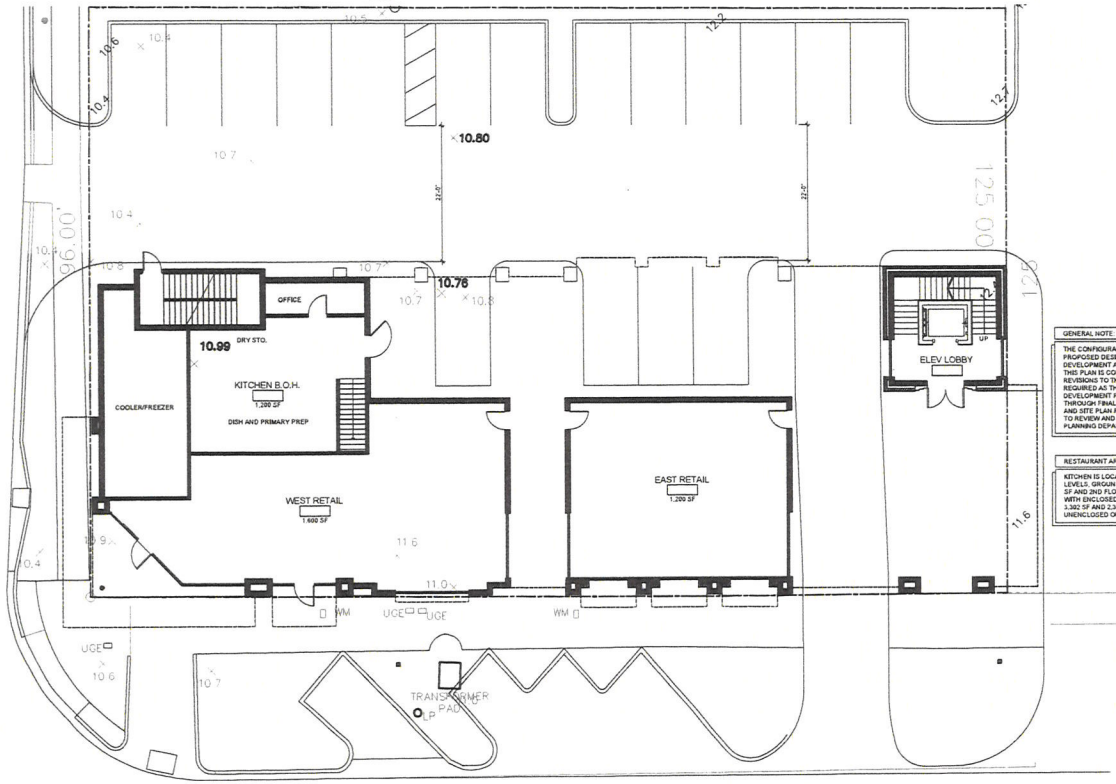
EXHIBIT B

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



2 SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



1 GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

(FORMERLY DONNER AVENUE) 80' RIGHT-OF-WAY BY PLAT

GENERAL NOTE  
THE CONFIGURATION AND PROPOSED DESIGN OF THE DEVELOPMENT AS SHOWN ON THIS PLAN IS CONCEPTUAL AND NOT TO BE USED FOR THE DEVELOPMENT PROCESS THROUGH FINAL ENGINEERING AND SITE PLAN REVIEW. SUBJECT TO REVIEW AND APPROVAL OF THE PLANNING DEPARTMENT.

RESTAURANT AREA NOTE  
KITCHEN IS LOCATED IN BOTH LEVELS. GROUND FLOOR AT 1,200 SF AND 2ND FLOOR AT 1,200 SF WITH ENCLOSED DINING AREA OF 1,200 SF AND 2,200 SF UNENCLOSED OUTDOOR SPACE.

CD+urban

1315 San Francisco Blvd South, Suite 100, Jacksonville, FL 32207  
313 West 1st Street, Suite 100, Jacksonville, FL 32202  
904.251.1415 904.251.1412

CD+urban

MEP ENGINEER

STRUCTURAL:

REVISION:

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
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|     |      |             |
|     |      |             |
|     |      |             |

ARCHITECT'S SEAL

PROJECT NAME  
DESIGN DEVELOPMENT  
PROJECT NUMBER  
18-1-1-1

DATE: 01/09/24  
AS SHOWN  
DATE: 01/09/24  
HDS  
SCALE: 1/8" = 1'-0"

MIXED USE  
JACKSONVILLE BEACH, FL  
JACKSONVILLE BEACH  
MIXED USE

GROUND FLOOR PLAN  
A1.1

LAND USE TABLE:

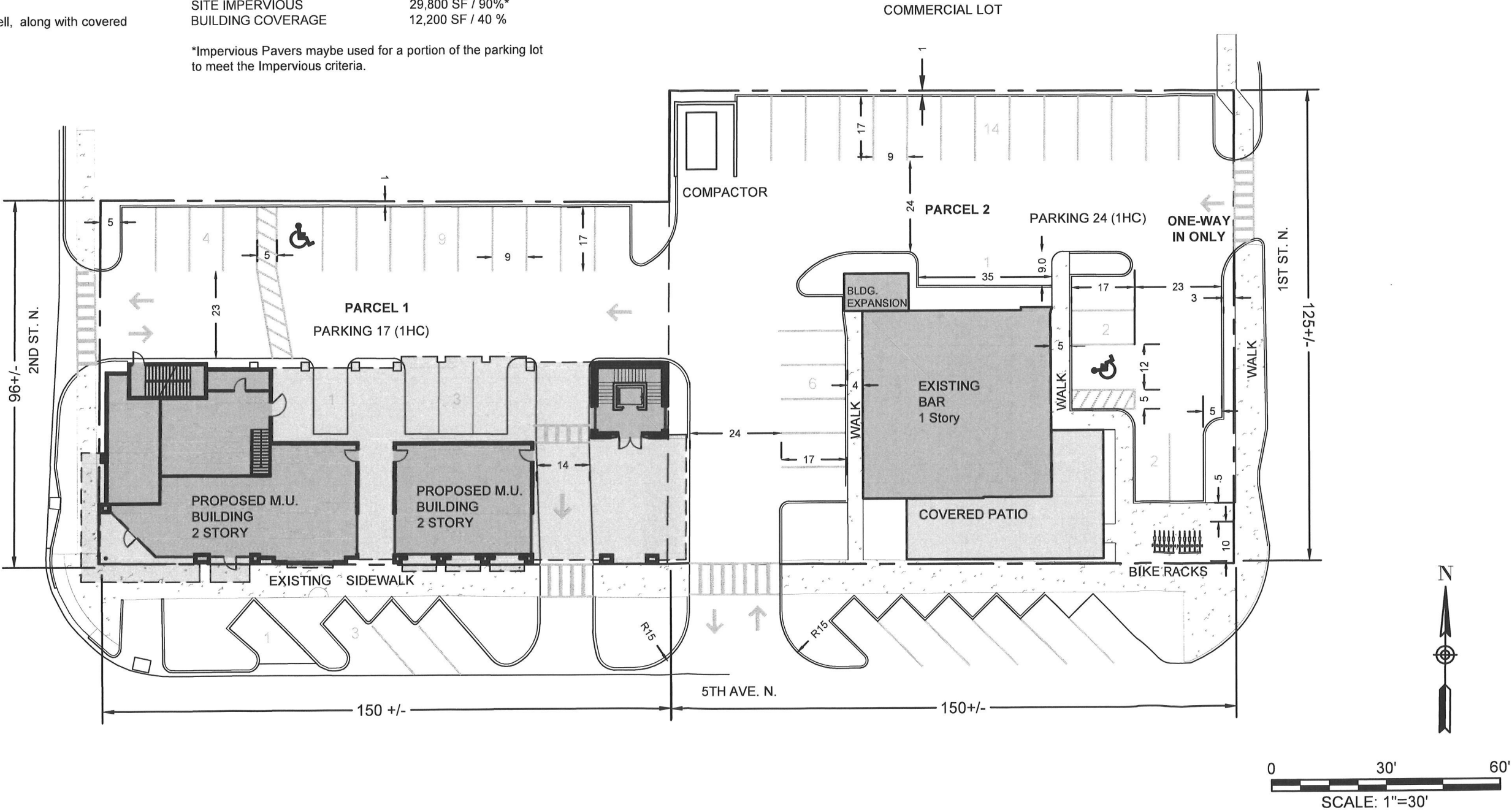
| ACREAGE                 |               | PARKING REQUIREMENTS   |                  |
|-------------------------|---------------|------------------------|------------------|
| Parcel 1 AC             | 0.33 AC       | Parcel 1 (1/500 SF-MU) | 27 STALLS        |
| Parcel 2 AC             | 0.43 AC       | Parcel 2 (1/500 SF-MU) | 9 STALLS         |
| TOTAL                   | 0.76 AC       | TOTAL                  | 36 STALLS        |
| BUILDING SQUARE FOOTAGE |               | PROVIDED PARKING       | 43 STALLS (2HC)  |
| Parcel 1 Building SF*   | 13,500 SF +/- | TOTAL LOT COVERAGE     |                  |
| Parcel 2 Building SF*   | 4,300 SF +/-  |                        |                  |
|                         |               | SITE IMPERVIOUS        | 29,800 SF / 90%* |
|                         |               | BUILDING COVERAGE      | 12,200 SF / 40 % |

\*Includes AC area MU, stairwell, along with covered and uncovered seating.

\*Impervious Pavers maybe used for a portion of the parking lot to meet the Impervious criteria.

-  PROPOSED UNDER ROOF BUILDING AREA
-  PROPOSED CONDITIONED BUILDING AREA
-  SIDEWALK

PUD Note: This site plan shows the proposed PUD layout, including parking, landscaping and building layouts. The configuration of the development is conceptual and revisions to the Site Plan, including the internal circulation, location of landscaping and final building layouts, may be required to be changed as the proposed development proceeds through final engineering, subject to the review and approval of the Planning Department."





| CITY COUNCIL AGENDA ITEM |                                                                            |
|--------------------------|----------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                      |
| FROM:                    | Steve Sciotto, Fire Marshal                                                |
| DATE:                    | 04/25/2024                                                                 |
| SUBJECT:                 | Ordinance No. 2024-8215 Amending Chapter 10, Article, III, Section 10-3.03 |

### BACKGROUND

The 8<sup>th</sup> Edition of The Florida Fire Prevention Code (FFPC) was adopted by the State this year. In turn, the City of Jacksonville Beach needs to update Chapter 10, Article III, Section 10-3.03 of the City's Code of Ordinances to reflect the change.

There are 2 major code changes to the FFPC:

1. Bars, restaurants, and other assembly occupancies are required to have fire sprinkler systems if they have an occupancy load of 100 or greater. The old code required a fire sprinkler system if the occupancy load was 300 or greater.
2. Energy Storage Systems is a new chapter that has been added to the FFPC code book. It regulates the installation of Green Energy Battery Systems and how close they can be near windows, if they can be installed inside houses, how many batteries can be stored, etc.

The proposed revision to the City's Code is as follows:

### **Sec. 10-3.03. - Codes adopted.**

The Florida Fire Prevention Code (FFPC) is adopted in its entirety as an addition to the text of this chapter. The text of this adopted model code shall be fully enforceable as other regulations adopted under the provisions of this chapter as if the same were incorporated and set forth at length herein. Model codes adopted pursuant to this chapter shall not waive any provisions of this chapter or be less restrictive than its provisions. ~~The 6<sup>th</sup> Edition of the FFPC is adopted through December 31, 2020. The 7<sup>th</sup> 8<sup>th</sup> Edition of the FFPC will be~~ is adopted effective January 1, 2024 June 1, 2024.

The City Council approved Ordinance No. 2024-8215 at its first reading held on May 6, 2024, without revisions.

### FINANCIAL IMPACT

None.

### REQUESTED ACTION

Adopt/Deny Ordinance No. 2024-8215 on the second reading amending Chapter 10 - Fire and Life Safety, Article III. - Fire Prevention and Life Safety, Section 10-3.03. - Codes Adopted



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

ATTACHMENTS

1. Ordinance No. 2024-8215

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2024-8215**

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CITY CODE OF ORDINANCES CHAPTER 10, ARTICLE III, SECTION 10-3.03. "CODES ADOPTED;" PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

**WHEREAS**, Chapter 10 of the City's Code of Ordinances is titled "Fire and Life Safety." In summary, Article III "Fire Prevention and Life Safety," Section 10-3.03 "Codes Adopted," states the Florida Fire Prevention Code (FFPC) is adopted in its entirety as an addition to the text of the chapter and states which editions are adopted. The last time the edition portion of this section was updated was in 2020, via Ordinance No. 2020-8153, which adopted FFPC Editions 6 and 7; and

**WHEREAS**, Section 10-3.03 needs to be updated to the current edition of the FFPC; 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 OF JACKSONVILLE BEACH, FLORIDA:**

**SECTION 1. RECITALS AND LEGISLATIVE FINDINGS.** The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

**SECTION 2. CHAPTER 10, ARTICLE III, SECTION 10-3.03 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:<sup>1</sup>**

The Florida Fire Prevention Code (FFPC) is adopted in its entirety as an addition to the text of this chapter. The text of this adopted model code shall be fully enforceable as other regulations adopted under the provisions of this chapter as if the same were incorporated and set forth at length herein. Model codes adopted pursuant to this chapter shall not waive any provisions of this chapter or be less restrictive than its provisions. ~~The 6<sup>th</sup> Edition of the FFPC is adopted through December 31, 2020. The 7<sup>th</sup> 8<sup>th</sup> Edition of the FFPC will be~~ is adopted effective January 1, 2024 June 1, 2024.

<sup>1</sup> ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

**SECTION 3. CONFLICTING ORDINANCES.** That all ordinances, resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

**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. CODIFICATION.** The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 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:                    | David Migut, City Attorney                                                            |
| DATE:                    | 04/25/2024                                                                            |
| SUBJECT:                 | Ordinance No. 2024-8216 Proposed Amendments to the City of Jacksonville Beach Charter |

#### BACKGROUND

Ordinance No. 2024-8216 proposes two amendments to the Charter of the City of Jacksonville Beach. First is a Charter amendment to remove gender references that are associated with job description or duties in the Charter. Second is a Charter amendment to address and delete existing language in Section 23 of the Charter that states that City Council shall elect a person to fill a vacancy in the office of mayor, as such language conflicts with existing language in Section 5 of the Charter that states that if a vacancy occurs in the office of mayor, the mayor pro-tem shall act as mayor.

The first reading of the ordinance was held on May 6, 2024. The ordinance has been updated based on the motions approved at that meeting.

#### FINANCIAL IMPACT

None.

#### REQUESTED ACTION

Adopt/Deny Ordinance No. 2024-8216 on the second reading submitting to the electors of the City of Jacksonville Beach proposed amendments to the City of Jacksonville Beach Charter

#### ATTACHMENTS

1. Ordinance No. 2024-8216 Charter Amendments (as amended)



Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2024-8216**

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF JACKSONVILLE BEACH PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF JACKSONVILLE BEACH; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.**

**WHEREAS**, over several months from April 2021 through January 2022, the members of the City of Jacksonville Beach City Council, in a series of public meetings, studied and reviewed the City of Jacksonville Beach Charter (the "Charter") and received public input regarding proposed amendments to the Charter; and

**WHEREAS**, City Council has discussed a Charter amendment to remove gender references that are associated with job descriptions or duties in the Charter; and

**WHEREAS**, City Council has discussed a Charter amendment to address and delete existing language in Section 23 of the Charter that states that City Council shall elect a person to fill a vacancy in the office of mayor, as such language conflicts with existing language in Section 5 of the Charter that states that if a vacancy occurs in the office of mayor, the mayor pro-tem shall act as mayor; and

**WHEREAS**, the City Council has determined that the Charter should be updated and revised in various sections along these lines; and

**WHEREAS**, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality; and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at the municipal election on November 5, 2024.

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

**Section 1.** The City Council of the City of Jacksonville Beach, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Jacksonville Beach to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~strikethrough~~ type, and asterisks

(\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

**Section 2.** Such election shall be held in conformity with the laws of the State of Florida and the Charter and ordinances of the City of Jacksonville Beach now in force relating to elections in the City of Jacksonville Beach. The Supervisor of Elections of Duval County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendments shall be submitted to the voters at the November 5, 2024, election.

**Section 3.** The proposed amendments, the ballot title, and the wording of the substance of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions affixed to this Ordinance as Exhibit 1.

**Section 4.** The City Clerk is hereby directed to ensure that all advertising, translation, and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 2 of this Ordinance with the Supervisor of Elections for Duval County.

**Section 5.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 3 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

**Section 6.** All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

**Section 7.** This Ordinance shall take effect immediately and pursuant to the City's Charter. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Jacksonville Beach in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

AUTHENTICATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
Christine Hoffman, Mayor

\_\_\_\_\_  
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, City Attorney

## **EXHIBIT 1**

### **Explanation of Ballot Title, Question, Summary, and Text References**

#### **Question 1 – Job Descriptions and Duties**

A. **Explanation.**

This Charter amendment would eliminate all gender references associated with job descriptions or duties in the City Charter.

B. **Ballot Proposal:** The ballot title and question for Question #1 are as follows:

REMOVING GENDER REFERENCES AS ASSOCIATED WITH  
JOB DESCRIPTIONS OR DUTIES REFERENCED IN THE CITY  
CHARTER

Approve to amend the Charter by removing he/she, him/her, and his/her gender references that are associated with job descriptions or duties in the City Charter.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

C. **Text References:** Chapter 1, Sections 3(a), 4, 5, and 6; Chapter 3, Sections 15, 18, 19, and 24; Chapter 5, Sections 26, 28, 29, 31, and 33; Chapter 6, Section 37; all of the City of Jacksonville Beach Charter to be amended as set forth in those sections in the “All Proposed Changes” document below. (Underline text is added to the Charter; strikethrough text is deleted; unmarked text is existing).

#### **Question 2 – Vacancy in the Office of the Mayor**

A. **Explanation.**

This Charter amendment would eliminate an existing discrepancy in the City Charter to make it clear that if a vacancy occurs in the office of the mayor, the mayor pro-tem shall act as mayor for the unexpired term.

B. **Ballot Proposal:** The ballot title and question for Question #3 are as follows:

CLARIFYING THAT THE MAYOR PRO-TEM FILLS A VACANCY  
IN THE OFFICE OF THE MAYOR

Approve to amend the Charter by deleting conflicting language to make it clear that if a vacancy occurs in the office of the mayor, the mayor pro-tem shall act as mayor for the remainder of the unexpired term.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

- C. **Text References**: Chapter 4, Section 23 of the City of Jacksonville Beach Charter to be amended as set forth in that section in the “All Proposed Changes” document below. (Underline text is added to the Charter; strikethrough text is deleted; unmarked text is existing).

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# City of Jacksonville Beach Charter – Proposed Amendments

(Additions underlined; deletions ~~strikethrough~~)

## CHAPTER I. - GENERAL PROVISIONS

### Section 3. Creation, salary and composition of council.

- A. Except as otherwise provided in this Charter, all powers of the city shall be vested in a council composed of a mayor and six (6) other members, three (3) of which shall be at-large members and three (3) of which shall be district members. The boundary for each of the three (3) districts is described in Appendix "A" of this Charter. The district boundaries shall be reapportioned every ten (10) years commencing with the 1990 Official Florida State and Federal Census. Each reapportionment shall be completed by the city council by ordinance enacted within six (6) months of the date of official publication of the most recent Official Florida State and Federal Census. District boundaries shall be reapportioned to create districts of nearly equal population. Districts shall be arranged in a logical and compact geographic pattern and shall promote fair representation. The mayor and the three (3) at-large members of the council shall be qualified electors of the city and shall be nominated and elected from the city at-large and the three (3) district council members shall be qualified electors of the city and shall also be residents of the district which they represent and shall be nominated and elected from the district they represent. The mayor and all council members shall be elected in the manner hereinafter provided. The term of office of the mayor and all council members shall be for four (4) years next following their election or until their successors are elected and qualified. A person serving as the mayor shall be limited to serving two (2) consecutive full-terms on the council. A person serving as council member shall be limited to serving two (2) consecutive full-terms as council member, after which they are eligible to seek qualification to run for an additional two (2) consecutive terms as mayor. The maximum number of terms a council member moving from a city council seat to mayor may serve is a total of four (4) consecutive terms. The maximum number of terms a mayor can serve on the council is two (2) consecutive terms. An individual who has served two (2) consecutive terms as Mayor shall not seek a consecutive term as a council member. A term shall be considered a full-term if the elector has served two or more years of their first four (4) year term and any portion of their second consecutive four (4) year term. Members of the city council and the mayor shall be bona fide residents of the City of Jacksonville Beach and, where applicable, the districts they represent and not a resident of any other city or district. Should any council member or the mayor move from the City of Jacksonville Beach, or, where applicable, the district they represent, during the term of office for which they were elected, then, in that event that office shall automatically become vacant from the date of such removal. The mayor or any member of the council ceasing to possess any of the qualifications specified in this Charter, or convicted of a felony while in office, or removed from office by recall election, shall immediately forfeit ~~his~~that office.



#### **Section 4. Mayor; duties and powers.**

There is hereby created the office of mayor of the City of Jacksonville Beach, who shall be nominated and elected as above provided. ~~He~~The mayor shall have all the powers and functions of a ~~councilman~~ council member of the City of Jacksonville Beach, and shall also have the powers and perform the duties conferred and imposed upon him~~the office~~ by this Charter and the ordinances of the city.

The mayor shall preside at all meetings of the council and shall have a voice and a vote in the proceedings of the council, but no veto power. ~~He~~The mayor may use the title of mayor in any case in which the execution of legal instruments or writing or other necessity arising from the City Charter or from the general laws of the state so require but this shall not be considered as conferring upon him~~the mayor's office~~ the administrative or judicial functions of mayor under the general laws of the state, except that the mayor shall have the power to perform marriage ceremonies. ~~He~~The mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes upon the city, by the government in the exercise of military law, and for all ceremonial purposes.

In time of public danger or emergency, the mayor ~~on his own authority~~ may, by proclamation, take command of and govern the city for a period not to exceed seventy-two (72) hours. If the public danger or emergency requires that governance of the city by the mayor ~~and his government of the city by proclamation~~ should be extended, this may be authorized for a period not to exceed five (5) days by the affirmative vote of at least five (5) ~~councilmen~~council members.

#### **Section 5. Mayor pro-tem.**

At its first meeting following a regular municipal election and certification by the Supervisor of Elections, the council shall choose from its membership a vice-chairman who shall have the title of mayor pro-tem. If a vacancy occurs in the office of mayor, or in case of ~~his~~the mayor's absence or disability, the mayor pro-tem shall act as mayor for the unexpired term, or during the continuance of the absence or disability. Whenever the mayor pro-tem succeeds to the office of mayor for the remaining portion of an unexpired term, it shall create a vacancy in the council, which vacancy shall be filled in accordance with the provisions of this Charter.

#### **Section 6. Meetings of council.**

The council shall meet as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings shall be called by the clerk upon the request of the mayor. A council member may request a special meeting by contacting the city clerk and stating the reason for ~~his~~the request. The city clerk shall inform the city manager, who will then determine whether a majority of the other members of the council support the request. If they do, the special meeting will be called by the clerk. At least forty-eight (48) hours' notice of all special meetings shall be given to each council member, but such notice may be waived by any council member

who verbally agrees to attend such meeting. Service of such notice shall be made either electronically via email, in person, or by leaving a copy at the residence of the council member being served. Any such notice shall state the subject to be considered at the special meeting and no other subject shall be considered. All meetings of the council and of committees thereof shall be open to the public and conducted in accordance with state law and the rules of the council. The rules of the council shall provide that the public shall have a reasonable opportunity to be heard at any such meetings of the council or its committees regarding any matter to be considered.

### **CHAPTER III. - ELECTIONS**

#### **Section 15. - Municipal elections.**

Beginning with the next election after adoption:

- (a) *Primary election.* When more than two candidates are running for the same elective office, a primary election shall be held only for the municipal offices that have more than two candidates running for the same seat. Such primary election date shall be set according to Florida Statutes Chapters 99.061(2) and 100.061.

If a candidate receives a majority of the votes cast for any particular seat or office at the primary election, ~~he or she~~ the candidate shall be declared elected to said seat or office and ~~his or her~~ that candidate's name shall not be placed on the ballot in the general election. However, if no candidate receives a majority of the votes cast for any particular seat or office at the primary election, the two (2) candidates for each seat of the council, as well as candidates for mayor, receiving the two (2) highest number of votes for that seat or for the office of mayor shall have their names placed on the ballot for that seat or office at the general election.

#### **Section 18. - Officers to be elected.**

The city council shall be divided into six (6) groups or seats as follows:

Seat 1 - At-Large

Seat 2 - At-Large

Seat 3 - At-Large

Seat 4 - District 1

Seat 5 - District 2

### Seat 6 - District 3

In qualifying for election to city council each candidate shall designate the seat for which ~~he or she~~the candidate intends to run on the council. One candidate shall be elected for each seat. Any number of candidates may qualify for any one seat, but no person shall qualify at the same time for more than one seat. Any candidate qualifying for a district seat shall be a qualified elector and a bona fide resident of that district at the time the candidate qualifies. Candidates for mayor shall also designate and qualify for their particular office.

Each unopposed candidate shall be declared elected to office and ~~his or her~~the candidate's name shall not be placed on the ballot.

At the general election, the candidate receiving the highest number of votes for each council seat and for the office of mayor, respectively, shall be declared elected to such representative seat of the council or the office of the mayor. In both the primary and general elections, all electors shall be instructed to vote for each separate seat or office.

### Section 19. - Nominations.

Any qualified elector of the city may be nominated to be a candidate for mayor and an at-large council seat in the city by petition of any ten (10) electors of the city. Any qualified elector of the city and any resident of the district may be nominated for a district council seat from the district within which the nominee resides by petition of any ten (10) electors residing in the district in which the candidate intends to run. Any candidate qualifying for mayor or an at-large council seat must be a bona fide resident of the city for at least six (6) months prior to qualifying. Any candidate qualifying for a district seat must be a bona fide resident of the city and the district the candidate is running in for at least six (6) months prior to qualifying. A candidate seeking to qualify for nomination to elected office shall file his-qualification papers with and pay the qualifying fees to the city clerk at any time after noon of the first day for qualifying and no later than noon on the last day of qualifying. The dates for qualifying are set pursuant to Section 99.061, Florida Statutes. Any person nominated but not qualified, as provided for in this Charter shall not have their name printed on the ballot. The petitions shall be in the following form:

"We, the undersigned ten (10) electors and residents of District \_\_\_\_\_ of the City of Jacksonville Beach, hereby nominate \_\_\_\_\_ (name) \_\_\_\_\_, (seat number of council member) \_\_\_\_\_ to be voted for at the election to be held on the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_, A.D. \_\_\_\_\_ (year) \_\_\_\_\_ and we individually certify that we are qualified to vote at such election.

|      |       |       |
|------|-------|-------|
| Name | _____ | _____ |
|      | _____ | _____ |

|  |       |       |
|--|-------|-------|
|  | _____ | _____ |
|  | _____ | _____ |
|  | _____ | _____ |

## ACCEPTANCE OF NOMINATION

I HEREBY ACCEPT the nomination for the office of \_\_\_\_\_ (seat number of council member) and state that I am qualified to be a candidate for the office and agree to serve if elected.

\_\_\_\_\_  
(Signature of Candidate)

I HEREBY CERTIFY that the above petition was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
City Clerk"

Simultaneously with the filing of the nomination petition and acceptance with the city clerk, the nominated candidate shall pay over to the city clerk the required filing fee, which consists of a filing fee and an election assessment. The amount of the filing fee for each elected office shall be three (3) percent of the annual salary of the office. The amount of the election assessment is one (1) percent of the annual salary of the office sought. Any candidate may withdraw ~~his~~their nomination not later than the deadline for qualifying by filing a notice of withdrawal with the city clerk. Any candidate who has not withdrawn ~~his~~their nomination by the deadline for qualifying cannot have ~~his~~their name removed from the official ballot.

## Section 23. - Vacancies.

Should any vacancy occur in the council ~~or in the office of mayor~~ other than by the recall provisions of the City Charter, the city council shall elect a person to fill the vacant office until the next regular municipal election.

## Section 24. – Oath of Office.

Every officer of the city shall, before entering upon the duties of ~~his~~ office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city clerk:

"I, \_\_\_\_\_ solemnly swear (or affirm) that I will support the Constitution and will obey the

laws of the United States and of the State of Florida; City of Jacksonville Beach, and will faithfully discharge the duties of the office of \_\_\_\_\_."

## **CHAPTER V. - CITY MANAGER**

### **Section 26. - Qualifications; appointment; term of office.**

The council shall appoint an officer whose title shall be city manager, and who shall be the chief administrative officer for the execution of the executive and administrative functions of the council under the direction and supervision of the council. The city manager shall at the time of ~~his or her~~their appointment, have graduated with a college degree from an accredited four-year college and in addition shall be chosen by the council solely on the basis of ~~his~~ executive and administrative qualifications with special reference to ~~his~~ actual experience in, or ~~his~~ knowledge of, accepted practice in respect to the duties of ~~his~~ office as hereinafter outlined, without regard to ~~his~~ political belief. ~~he~~ The city manager need not be a resident of the city or state at the time of ~~his~~ appointment, but ~~he~~ shall be required to reside within the city during ~~his~~ tenure in office. No person elected to membership on the council shall, subsequent to such election, be eligible for an appointment as city manager until one year has elapsed following the expiration of the term for which ~~he~~the person was elected.

### **Section 28. - Responsibility of city manager; powers of appointment and removal.**

The city manager shall be responsible to the council for the proper administration of all affairs of the city placed in ~~his~~the city manager's charge under this Charter, and to that end, and except as otherwise provided herein, ~~he~~the city manager shall have the power to appoint and, subject to the limitations of the budget, fix the compensation of and remove all officers and employees in the administrative services of the city, provided that such action in respect to the heads of such departments of the city as may be designated by ordinance, shall be approved by vote of a majority of the members of the council before becoming effective. The city manager may authorize the head of a department, or officer responsible to ~~him~~the city manager, to appoint and remove subordinates in such department or office. Appointments made by or under the authority of the city manager shall be on the basis of executive and administrative ability, merit, fitness and of the training and experience of such appointees in the work which they are to perform. All such appointments shall be without definite term unless for provisional, temporary or emergency service.

### **Section 29. - Discharge, suspension, etc., of officers and employees.**

Any officer or employee of the city may be removed, discharged, suspended, demoted, reduced in pay, or fined, by the city manager or ~~his~~ designee. Any fulltime regular employee working a minimum of 40 hours per week on a consistent basis (except, department directors, city attorney, city clerk or contract, temporary, probationary employees) may appeal a termination or suspension decision of the city manager or ~~his~~ designee by following the grievance/appeal



policies as outlined in the Personnel Policies or appropriate collective bargaining contract covering the appellant's position. Terminations due to layoffs are not subject to appeal.

### **Section 31. – Duties of the city manager.**

It shall be the duty of the city manager to act as chief conservator of the peace within the city; to supervise the administration of the affairs of the city; to see that the ordinances of the city and the laws of the state are enforced; to make such recommendations to the council concerning the affairs of the city as may seem to him desirable; to keep the council advised of the financial condition and future needs of the city; to prepare and submit to the council the annual budget estimate; to prepare and submit to the council such reports as may be required by that body; and to perform such other duties as may be prescribed by this Charter or required by him by ordinance or resolution of the council, not inconsistent with this Charter. Nothing herein shall be construed to confer or impose upon the city manager any of the powers, duties, or functions herein provided to be exercised or performed by any other elective or appointive officer of the city.

### **Section 33. – Investigations by city council or city manager.**

A committee authorized by the city council and/or the city manager shall have the power to inquire into the conduct of any department, office, or officer of the city and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of evidence. Any such subpoena is enforceable by a court of competent jurisdiction and subject to such penalties as may be deemed appropriate by such court. Failure of any city employee to cooperate with any such investigation or to produce evidence as requested under the provisions of this section shall be grounds for termination by the city manager or city council as applicable unless such termination is otherwise superseded by any contractual or collective bargaining rights enjoyed by the employee or otherwise prohibited by law. Any officer, person, or committee conducting the investigation shall report to the city council all violations or neglect of duty, or any misfeasance, malfeasance or nonfeasance in office, or improper conduct on the part of any city official that may come to his or its knowledge be discovered. No member of any investigative committee shall be an employee of the city, an elected official, or a relative of an employee or an elected official or have any personal interest in the subject being investigated.

## **CHAPTER VI. – CITY ATTORNEY**

### **Section 37. – Duties of city attorney.**

The city attorney shall act as the legal advisor and counselor for the municipality and all of its officers in matters relating to their official duties. HeThe city attorney shall prepare and review all ordinances, resolutions, contracts, bonds, and other instruments in which the municipality is concerned and shall endorse on each ~~his~~the city attorney's approval of the form and correctness thereof. When required so to do by the city council, the city attorney shall prosecute and defend, for and on behalf of the city, all complaints suits, controversies, and proceedings in which the city

is a party. ~~He~~The city attorney shall furnish the officers or the heads of any departments of the city ~~his~~the city attorney's opinion on any question of law relating to their respective powers and duties.

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