



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Tuesday, September 7, 2021

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. Council Budget Workshop held on August 9, 2021 (Public Works, Planning and Development, Redevelopment)
- B. Council Briefing held on August 9, 2021
- C. Council Budget Workshop held on August 10, 2021 (Beaches Energy Services, Parks and Recreation)
- D. Regular Council Meeting held on August 16, 2021
- E. Council Workshop held on August 23, 2021 (Charter Review)
- F. Council Workshop held on August 26, 2021 (Charter Review)

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Approve/Disapprove an Agreement with the Florida Division of Emergency Management for the American Rescue Plan Act Coronavirus Local Fiscal Recovery
- B. Approve/Disapprove the Final Plat for 10th Street South, Replat of Lots 5 and 6, Block 12, Beach Heights Subdivision

- C. Approve/Disapprove the Final Plat of 11th Street South, Replat of Lots 9 and 10, Block 12, Beach Heights Subdivision
- D. Approve/Disapprove the Final Plat for 11th Street South Unit Two, Replat of Lots 11 and 12, Block 8, Beach Heights Subdivision
- E. Award/Reject Bid Number 2021-11 Unleaded Gasoline and Diesel Fuel to the Lowest Qualified Bidders, Petroleum Traders Corporation (Item 1), Mansfield Oil Company (Item 2), and Gate Fuel Service (Item 3)
- F. Award/Reject Bid Number 2021-10 to Irby Utilities, Gresco, Wesco, Tri-State Utility, Electric Supply, and Hill Manufacturing for the purchase of Electric Supplies
- G. Approve/Disapprove an Agreement with Siemens Industry, Inc., for expanding the City's Information and Communication Technology (ICT) infrastructure, specifically, extending fiber optic cable to and up to the top of Pablo Tower and installing the associated radios on top of the building
- H. Approve/Disapprove an Agreement with Siemens Industry, Inc., for upgrading and enhancing the physical security of the City's existing wireless mesh back-haul system for the Information and Communications Technology (ICT) infrastructure, as well as installing physical hardware that will provide the first phase of citywide area network coverage

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2090-2021 temporarily suspending enforcement of outdoor restaurant seating areas

ORDINANCES

ADJOURNMENT

NOTICE

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 special accommodations 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.

**City of Jacksonville Beach
Minutes of City Council Workshop
FY2022 – Budget Workshop
Monday, August 9, 2021 – 5:00 P.M.
Via Video Conference**

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were Director of Public Works Dennis Barron, Director of Planning and Development Heather Ireland, and Community Redevelopment Agency Coordinator Taylor Mobbs.

Public Works

Director of Public Works Dennis Barron reviewed some of the department's initiatives for FY2022 as follows:

- Programmatic approach for implementing maintenance
 - Complete the Water Master Plan
 - Sewer and Stormwater Master Plans
- Creating an internal sewer cleaning and televising crew
- Replacing the Public Works storage structure from hurricane damage from 2017
- Asset Management projects

Mr. Staffopoulos stated there was currently nothing in the budget document or the 5-year CIP (Capital Improvement Plan) to address Senate Bill 64.

Mr. Barron explained Senate Bill 64 identified the elimination of wastewater streams flowing into surface water. Mr. Barron summarized the current process of the City's wastewater stream. Mr. Barron stated the City must file its plan to address Senate Bill 64 by November 1, 2021. He noted the plan should include all ideas to allow viable options for DEP (Department of Environmental Protection) to determine options for the City.

Conversation and questions ensued regarding miscellaneous topics.

Planning & Development Department

Director of Planning and Development Heather Ireland reviewed the additional weekend hours of Code Enforcement, resulting in increased compliance.

Ms. Ireland highlighted the status of some of the City's significant development and redevelopment projects.

Conversation and questions ensued regarding miscellaneous topics.

Community Redevelopment Agency (CRA)

Ms. Ireland stated CRA Coordinator, Taylor Mobbs, had been with the City since April. Ms. Ireland explained monthly staff meetings have been helpful with planning upcoming agenda items. Ms. Ireland reviewed some current and upcoming CRA initiatives.

Ms. Mobbs reviewed plans for the CRA to establish a maintenance plan for the Downtown District. Ms. Mobbs mentioned creating a monthly report of CRA activities and processes.

Conversation and questions ensued regarding miscellaneous topics.

The Workshop adjourned at 6:00 P.M.

Submitted by: Jodilynn Byrd
Administration Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

The Council Briefing began at 6:15 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Director of Parks and Recreation Jason Phitides, Parks and Recreation Office Administrator Molly Alleger, Director of Planning and Development Heather Ireland, and Brett Goddard of Goddard Design Associates.

Purpose of Briefing

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

City Manager

Concept Plan for the Redesign of Gonzales Park

Director of Parks and Recreation Jason Phitides stated during the February 8, 2021, Council Briefing, the Council gave staff direction to engage a professional design consultant to re-image Gonzales Park. Mr. Phitides and Brett Godard of Godard Design Associates presented the Council with three Concept Plans [on file].

Conversation ensued regarding the three Concept Plans. It was the consensus of the Council to have Parks and Recreation conduct additional community outreach, have additional Concept Plans created, and submit the information for review at a future City Council Briefing.

Revisions to the Special Events Policy

Mr. Phitides presented the Council with an edited copy of the Special Events Policy [on file] and highlighted the major changes. Conversation ensued regarding some of the proposed changes. Mr. Staffopoulos proposed a complete revision of the Special Events Policy instead of piecemealing the policy review and amendment. Mr. Staffopoulos stated the revision of the policy could be a priority for the new City Attorney. He stated a Council Briefing would be scheduled later in the year to allow the City Attorney, the Council, and staff to discuss the structure and contents of the new policy. The Council agreed with the suggestions from Mr. Staffopoulos.

Renaming Huguenot Park

During a recent community outreach with residents near Huguenot Park, Parks and Recreation Office Administrator Molly Alleger stated renaming the park was one of the items discussed. She mentioned a subsequent survey was conducted, and all responses thought it was appropriate to change the name, and suggestions for new names were given. Ms. Alleger presented the Council with the suggested names [on file].

A conversation ensued, and the consensus of the Council was to rename the Tennis Center as Jacksonville Beach Tennis Club. It was also the consensus of the Council to have staff conduct further research about the history of the park, reach out to the community about additional name suggestions, and provide the collected information at a future briefing.

Proposed Changes to Outdoor Restaurant Areas

Director of Planning and Development Heather Ireland stated the Council had indicated a desire to evaluate potential amendments to Section 34-407 of the Land Development Code (LDC) in regards to outdoor restaurants and bars, specifically as it pertains to the ratio of allowable outdoor seating and calculations to qualify for a special restaurant (SRX) alcoholic beverage license. Ms. Ireland advised currently, Section 34-407(b) of the LDC states the area of outdoor seating of a restaurant or bar shall not exceed 25% of the total enclosed area.

A conversation ensued about increasing the ratio for outdoor seating and possibly including the outdoor seating as part of the required 150 seats to obtain an SRX alcoholic beverage license. Additional conversation ensued regarding including restaurants outside the Central Business District in the possible LDC changes.

Ms. Ireland stated she would prepare a comprehensive draft and bring it back before the Council at a Briefing for review and discussion.

Future Briefing Topics

None

Committee Assignment Report

None

The Briefing adjourned at 8:05 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**City of Jacksonville Beach
Minutes of City Council
FY2022 - Budget Workshop
Tuesday, August 10, 2021 – 5:00 P.M.
Via Video Conference**

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:04 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were Director of Beaches Energy Services Allen Putnam, Director of Parks and Recreation Jason Phitides, and Golf Course Superintendent Trevor Hughes.

Beaches Energy Services

Director of Beaches Energy Service (BES) Allen Putnam mentioned the customer growth trend had been minimal over the past few years. However, he stated several new large customer projects had been added, and several more were to come, bringing additional revenue.

Mr. Putnam noted the price for natural gas in 2021 was projected to be at \$3.04/MBtu; however, the current price was closer to \$4.00/MBtu. He advised the increase was mainly due to the COVID-19 pandemic and many oil rigs being shut down. Mr. Putnam further advised BES was doing a great job keeping energy rates below state average through conservation and energy efficiency programs.

Mr. Putnam reviewed Regulatory Issues and highlighted the following:

- Reliability Standards
- Critical Infrastructure Protection – Adding a new IT Cybersecurity position
- Modernizing Electric System Infrastructure

Mr. Putnam stated a proposed change in the Capital Improvement Plan for BES based on a Strategic Plan was recently submitted and would be coming to Council for approval shortly.

Mr. Putnam reviewed industry trends. He advised BES would continue to use underground utilities for resiliency. BES was pending approval of a \$10 million grant which would allow them to excel in the underground plan by a few years.

Mr. Putnam expounded on the national desire to go green and the difficulties of achieving zero net carbon in 2050 being nearly impossible.

Mr. Putnam explained House Bill 919 and how it affects BES.

Conversation and questions ensued regarding miscellaneous topics.

Parks and Recreation

Director of Parks and Recreation Jason Phitides highlighted four projects:

- Urban Trails
- Sunshine Park
- Implementation of the Park Assessment
- Gonzales Park

Urban Trails

Golf Maintenance Superintendent Trevor Hughes reviewed the plan for the Urban Trail system. He stated at the time of completion, the hope was to have 25 miles of Urban Trails within the City.

Sunshine Park Playground

Mr. Hughes explained a public outreach event would be planned to receive public input on the new additions and upgrades at the park. He stated the timeline was planned as follows:

- Present Council with a final plan in October 2021
- Break ground in December 2021
- Grand Opening in March 2022

Implementation of the Park Assessment

Mr. Phitides stated up to \$5 million had been budgeted in the Capital Improvement Plan for the next five years to address issues found in the recent park assessment. Mr. Phitides stated staff had been reorganized to better address maintenance issues brought up in the assessment. He stated the new QR codes placed in all the parks had been a great asset.

Gonzales Park

Mr. Phitides reviewed the need for more public input and community outreach regarding the park redesign. He stated the goal would be to reach a final plan by the end of 2021 and break ground in early 2022.

Conversation and questions ensued regarding miscellaneous topics.

The Workshop adjourned at 6:10 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, August 16, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

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

Also present were: City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Council Workshop held on July 29, 2021 (CRA Initiatives)
- Council Briefing held on July 30, 2021 (Budget Showcase)
- Budget Workshop held on August 2, 2021
- Regular Council Meeting held on August 2, 2021
- Budget Workshop held on August 3, 2021

ANNOUNCEMENTS:

Council Member Golding reported Sylvia Osewalt had passed away. Ms. Osewalt was a former member of both the City's Code Enforcement Board and the Board of Adjustment.

Ms. Golding reminded everyone of the Adventure Landing Open House on August 18, 2021, and the Beach Marine Open House on September 1, 2021. Ms. Golding stated several Council members attended the Florida League of Cities Annual Conference. She served on the Municipal Administration Policy Committee, which selected vacation rentals as the priority and cybersecurity as the policy position.

Council Member Stokes stated a free COVID testing site opened at 540 Atlantic Boulevard; pre-registration was required.

Mayor Hoffman said she spoke at the opening session of the Citizen's Police Academy. She also heard from local restaurants cited for outdoor seating violations and suggested staff consider a narrow, temporary moratorium. The Council's consensus was to pursue this.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors. No one came forward to speak.

MAYOR AND CITY COUNCIL:

Presentation by the Northeast Florida Regional Council Staff on the COVID19 Economic Recovery Plan and the American Rescue Plan

Sean Lahav, Resiliency Coordinator for the Northeast Florida Regional Council, made a presentation [on file] and provided a handout to the Council [on file].

CITY CLERK: *No items*

CITY MANAGER:

A. Accept/Reject the Monthly Financial Reports for the month of July 2021

Chief Financial Officer Ashlie Gossett provided an update on the American Rescue Plan Act (ARPA) funding. The City received a funding agreement from the Florida Department of Emergency Management for \$11.8 million in two tranches. She noted the rule of allowable uses was waved. Mr. Staffopoulos stated in addition to this funding, the City of Jacksonville, acting as Duval County, also carved out a portion of their funding and pending budget legislation to provide Jacksonville Beach an additional \$3 million for a total of \$14.8 million.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to accept the Monthly Financial Reports for the month of July 2021.

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

B. Award/Reject RFP Number 02-2021 to First Vehicle Services, Inc., for Fleet Maintenance Services

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to accept RFP Number 022021 to First Vehicle Services, Inc., for Fleet Maintenance Services.

Discussion:

Ms. Golding inquired about the two Dial-a-Ride vehicles on the list. Ms. Gossett said they had an agreement with Dial-a-Ride to use the City garage for maintenance, up to a value of \$3,000.

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

C. Approve/Disapprove the City Manager's recommendation to appoint Sheri Gosselin to the position of City Clerk, effective August 17, 2021

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the City Manager's recommendation to appoint Sheri Gosselin to the position of City Clerk, effective August 17, 2021.

Discussion:

There was no discussion by the Council.

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

D. Approve/Disapprove the Employment Agreement with Ms. Sandra Robinson for the position of City Attorney

Mayor Hoffman reported Sandra Robinson accepted the City's offer. If approved, Ms. Robinson would begin on October 7, 2021.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the Employment Agreement with Ms. Sandra Robinson for the position of City Attorney.

Discussion:

Discussion ensued regarding the amount of time the contract allowed Ms. Robinson to obtain Florida Board Certification for City, County, and Local Government Law. Deputy City Manager Karen Nelson explained it took three years of active practice in Florida to sit for the certification exam; therefore, four years was a reasonable amount of time.

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

RESOLUTIONS – None

ORDINANCES - None

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:33 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos and Attorney Cliff Shepard.

Purpose of Workshop

The purpose of the workshop was to review Sections 26 through 37 of the City's Charter and recommend any revisions.

Communications Manager Jacob Board read the following comments into the record:

- Tony Komarek, 533 11th Avenue South, Jacksonville Beach - "Public comments for Aug 23 in the review of Building codes City Charter sections 26-37. I'm writing this due to how upset I've been with the removal of single family houses in my neighborhood. Large investors/developers have been having a huge impact to the areas west of 3rd street. Mainly in removing single family homes and subdividing properties into fee simple lots for duplexes. Just on my street alone there are 3 houses that were bought, torn down, and made into duplexes. Unfortunately, looking at quite a few of the ones between 3rd and 9th street in South Jacksonville Beach, they are owned by Wealth Builder/LLC's. They become vacation rentals and long term rental properties. With the rentals come parking issues. Most of the Duplexes are built with 4 bedrooms, and the parking requirements only state 2 parking places. According to code, [t]hey put in a one car garage (which is typically unused) and only have a spot for 1 car in the driveway. Not enough parking for the amount of drivers who occupy the residence. A few issues / Recommendations 1) Parking - Add duplexes to the matrix and the amount of bedrooms into chapter 34-376 - base it on possible occupancy of the duplex. This is causing clogging of the streets with on street parking. They have to have enough onsite parking for the amount of bedrooms. 2) Fee simple attached Duplexes repair issues – Recently, we have been seeing 3-5 attached duplexes, most of them owned by different LLCs and investors. One of the city council members brought a very good point, what happens if the middle unit is damaged (for example, the roof) due to a hurricane fire and does not want to repair causes issues for neighbors and the community. There is nothing in the code that requires an *[sic]* condo or HOA association that each individual resident must follow. 3) Stop Dividing Standard Lots into Sub Standard lots – I constantly see that some of the wealth builders and investors are now buying standard lots and then calling it "fee simple," chopping the lot as small as 15 feet. Somehow in the code, if a standard lot is subdividing into a smaller lot. We need to find a way to prevent future variance request[s] from accepting a substandard lot as a hardship. 4) Duplexes must be individual units unless apartment / Condo – I have seen where some builders are building 2–4 units side by side – with a breezeway (not attached) requiring this in the building code will resolve the repair issues with shared wall duplexes. 5) Standard Size Lot – quite a few lots in South Jacksonville Beach are 50x125. The most popular variance request is that the lot is substandard. I'm asking the City Council to take these suggestions seriously. Know you are

planning major improvements to Gonzales Park. Just South from it will be another investment company building 5 unit duplex with not enough parking. Duplexes need to be considered as apartments or Condos in the code. It would be nice to hear on zoom that the city council acknowledge[d]ges my concerns."

Attorney Cliff Shepard clarified the comments submitted by Mr. Komarek were in reference to the City's Code of Ordinances, not the City's Charter.

Mr. Shepard presented proposed revisions [on file] to be considered to the City Charter regarding the following sections, with the following exceptions: :

- Section 26. Qualifications; appointment; term of office.
- Section 27. Term of appointment; procedure for removal.
- Section 28. Responsibility of manager; powers of appointment and removal.
- Section 29. Discharge, suspension, etc., of officers and employees.
- Section 30. Council and appointees not to interfere in performance of city employee duties, appointments or removals.
- Section 31. Duties of the manager.
- Section 32. Right of manager and other officers in council.
- Section 33. Investigations by council or manager.
- Section 34. City Attorney; appointment by council; removal.
- Section 35. Qualifications.
- Section 36. Compensation.
- Section 37. Duties of city attorney.

Following a discussion with Mr. Shepard, it was the consensus of the Council to move forward with the proposed changes, with the following exceptions:

- Section 26: Change "his or her" in the second sentence to "their."
- Align the language in Section 27 for the city manager and section 34 for the city attorney.

These changes would be added to the draft ordinance submitting all the proposed changes to be considered for a referendum at the next general election.

The workshop adjourned at 6:50 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

SG:jb

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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett, and Attorney Patrick Brackins.

Purpose of Workshop

The purpose of the workshop was to review Sections 38 through 45 of the City's Charter and recommend any revisions.

Attorney Patrick Brackins presented proposed revisions [on file] to be considered to the City Charter regarding the following sections:

- Section 38. Transfer of appropriations.
- Section 39. Money to be drawn from treasury in accordance with appropriation.
- Section 40. Purchase procedure.
- Section 41. Insurance of bonds, borrowing.
- Section 42. Independent audit.
- Section 43. Contract prohibited.
- Section 44. Execution of contracts.
- Section 45. Checks, vouchers or warrants.

Following a discussion with Mr. Brackins, it was the consensus of the Council to move forward with the proposed changes, with the following exceptions:

- Section 38: Change "manager" to "city manager."
- Section 39: Correct scrivener's error in the first sentence, from "change" to "changed."
- Mr. Brackins restated the Council's previous consensus to move sections 14 and 14(a) to Chapter VII. Budget and Finance.

These changes would be added to the draft ordinance submitting all the proposed changes to be considered for a referendum at the next general election.

The workshop adjourned at 5:40 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

SG:jb



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	08/19/2021
SUBJECT:	Agreement with the Florida Division of Emergency Management for the American Rescue Plan Act Coronavirus Local Fiscal Recovery

BACKGROUND

The City of Jacksonville Beach has been allocated \$11,834,170 in Coronavirus Local Fiscal Recovery Funds (CLFRF) as part of the American Rescue Plan Act (ARPA). Because the City is designated as one of Florida's non-entitlement units (a local government serving a population under 50,000), it will receive its CLFRF disbursements from the State of Florida.

The funding will be provided in two tranches. The first payment of 50%, or \$5.9 million, is expected to be received within 30 days of executing the CLFRF Agreement with the State of Florida, Division of Emergency Management. The remaining 50% will be released no earlier than 12 months from the initial disbursement date.

The deadline for spending CLFRF monies is December 31, 2024 and eligible uses fall into the following five categories:

1. Support public health expenditures
2. Address negative economic impacts caused by the public health emergency
3. Replace lost public sector revenue
4. Provide premium pay for essential workers
5. Invest in water, sewer, and broadband infrastructure

A special Council briefing will be scheduled to discuss potential projects and programs and to prioritize where the money should be spent.

FINANCIAL IMPACT

The City will receive a total of \$11,834,170 within the next 12 to 14 months to be applied to CLFRF eligible projects or programs identified by the Council. The FY2022 budget will be adjusted accordingly.

REQUESTED ACTION

Approve/Disapprove an Agreement with the Florida Division of Emergency Management for the American Rescue Plan Act Coronavirus Local Fiscal Recovery

ATTACHMENTS

1. American Rescue Plan Act Coronavirus Local Fiscal Recovery Agreement



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2. Treasury Quick Reference Guide - Coronavirus State and Local Fiscal Recovery Funds

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Jacksonville Beach, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$11,834,170.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Jacksonville Beach, City of

By:

Name and title:

Date:

FEIN : 596000343

DUNS : 010524098

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$11,834,170.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Jacksonville Beach, City of (“Recipient”) and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: _

Date: _

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Jacksonville Beach, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Jacksonville Beach, City of

Address:

DUNS Number: 010524098

Taxpayer Identification Number: 596000343

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Jacksonville Beach, City of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds



Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response



Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag



Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund



Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments



Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs



Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages



Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund



Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	08/12/2021
SUBJECT:	Final Plat Approval for 10th Street South

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into four fee-simple townhouses located on the west side of 10th Street South between 4th and 5th Avenues South. The previous use of the property, which consists of two adjacent platted lots of record, was multiple-family residential, consisting of two buildings constructed in 1952. The applicant was advised by staff that they would need to receive final subdivision plat approval by City Council and record the final subdivision plat with the Duval County Clerk of Court prior to selling the individual townhouse units.

The subject property is located in a Residential, multiple-family: RM-1 zoning district. The project received Concept Plan for Plat (PC#16-20) approval from the Planning Commission in August of 2020, and received Development Plan (SP#20-9) approval in September of 2020. The townhouses will be constructed to the RM-1 zoning district standards. Each of the four townhouse lots shown on the attached proposed plat exceed the minimum lot size requirements for RM-1 townhouse lots.

The attached Final Plat document has been approved by all reviewing City Departments and is consistent with relevant Land Development Code and Comprehensive Plan regulations.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove the Final Plat for 10th Street South, Replat of Lots 5 and 6, Block 12, Beach Heights Subdivision

ATTACHMENTS

1. Final Plat 10th St South

10TH STREET SOUTH

A REPLAT OF LOTS 5 AND 6, BLOCK 12, BEACH HEIGHTS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 29 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

CAPTION

LOTS 5 AND 6, BLOCK 12, BEACH HEIGHTS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 29 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT BCEL BA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS 10TH STREET SOUTH, BEACH HEIGHTS SUBDIVISION, BLOCK 12, BEACH HEIGHTS SUBDIVISION, DUVAL COUNTY, FLORIDA. THE SAID LANDS HAVE BEEN SURVEYED AND SHOWN TO BE CORRECTLY DESCRIBED AND MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS TRUE AND CORRECT PLAT OF THOSE LANDS.

THE EASEMENT DESIGNATED AS 5' B.E.S. ELECTRIC EASEMENT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. BEACHES ENERGY SERVICES HEREBY RESERVES THE RIGHT TO RELOCATE, REPAIR, MAINTAIN, REPLACE, OR REMOVE ANY UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND ELECTRIC EASEMENTS DEPICTED OR DEDICATED BY THIS PLAT FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPLURANCES IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, AND APPLURANCES OVER, UNDER, ACROSS, AND ALONG A MINIMUM OF TEN (10) FEET WIDITH STRIP OF LAND PARALLEL AND ADJACENT TO THE ROAD RIGHTS OF WAY (KNOWN AS 10' B.E.S. ELECTRIC EASEMENT). THE FORESAID 10' B.E.S. ELECTRIC EASEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

1. NO UTILITIES OTHER THAN BEACHES ENERGY SERVICES SHALL BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.
2. ELECTRIC EASEMENTS DEDICATED TO BEACHES ENERGY SERVICES AND WHERE ABOVE GROUND EQUIPMENT, FACILITIES AND APPLURANCES ARE PLACED SHALL REMAIN THE PROPERTY OF BEACHES ENERGY SERVICES. THE UTILITIES SHALL REMAIN IN ACCORDANCE WITH THE SPECIFICATIONS FOR EQUIPMENT CLEARANCES FROM SHRUBS, TREES, PLANTS, FENCES, AND OTHER OBJECTS.
3. CONSTRUCTION OR INSTALLATION OF ANY PAVING, LANDSCAPING, FENCING, OR IMPROVEMENTS PLACED IN, ON, ABOVE, OR UNDER THE EASEMENT IS SUBJECT TO THE BEACHES ENERGY SERVICES RIGHT OF INGRESS, EGRESS, MAINTENANCE, USE, AND CONSTRUCTION. ANY INSTALLATION IS SUBJECT TO REMOVAL BY BEACHES ENERGY SERVICES AT ANY PROPORTION IN ORDER TO PROTECT THE EASEMENT AND TO CONSIDER THE EASEMENT AND UTILITY REPLACEMENT OR RESTORATION OF THE INSTALLATION SHALL BE AT THE EXPENSE OF THE LOT OWNER.
4. THE DRAINAGE EASEMENT AS SHOWN ON THIS PLAT SHALL REMAIN PRIVATE. SAID EASEMENT SHOWN HEREON IS DEDICATED TO THE LOT OWNERS OR HOMEOWNERS ASSOCIATION, AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

IN WITNESS WHEREOF, OWNER HAS EXECUTED THIS PLAT ON THE ____ DAY OF _____, 2021.

BCEL BA, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS _____

PRINT OR TYPE NAME _____

ADAM RIGEL,
MANAGER OF JMB REAL ESTATE CAPITAL,
L.L.C., A FLORIDA LIMITED LIABILITY COMPANY,
AS MANAGER OF BCEL BA, LLC.

WITNESS _____

PRINT OR TYPE NAME _____

BCEL BA, LLC

STATE OF FLORIDA, COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2021, BY ADAM RIGEL AS MANAGER OF BCEL BA, LLC.

(SIGNATURE OF NOTARY PUBLIC – STATE OF FLORIDA)

(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED _____

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City of Jacksonville Beach, Duval County, Florida.

By: _____
Christine H. Hoffman
Mayor
Date: _____
By: _____
Sherril Casselin
City Clerk
Date: _____

CLERK'S CERTIFICATE

This is to certify that this plat has been examined and approved by the City of Jacksonville, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book _____, Pages _____ of the current Public Records of Duval County, Florida, this ____ day of _____, 2021.

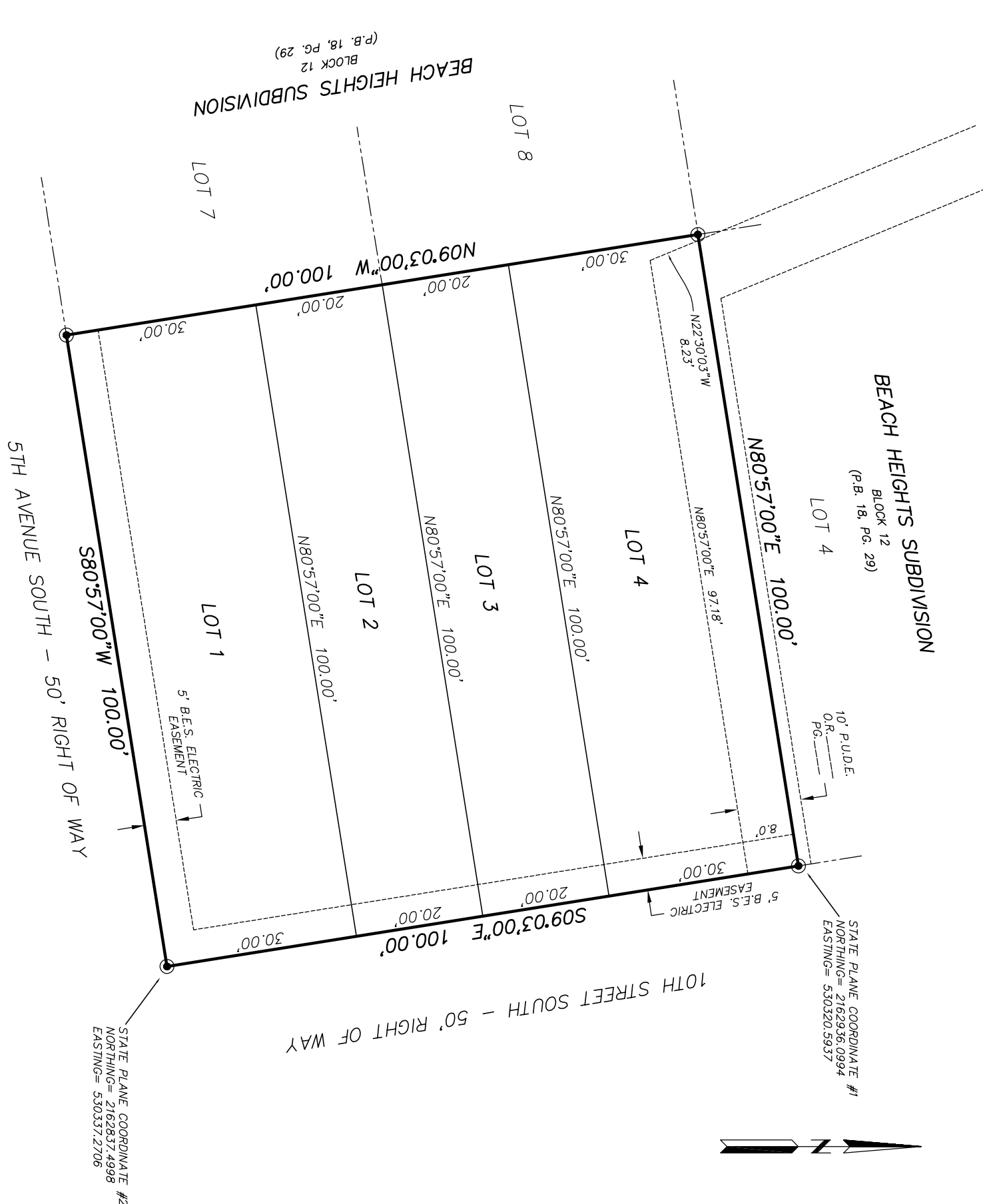
By: _____
Jody Phillips
Clerk of the Circuit Court

By: _____
Deputy Clerk

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this ____ day of _____, 2021.

Hario Ewell, P.L.S.
Professional Land Surveyor Number 3287



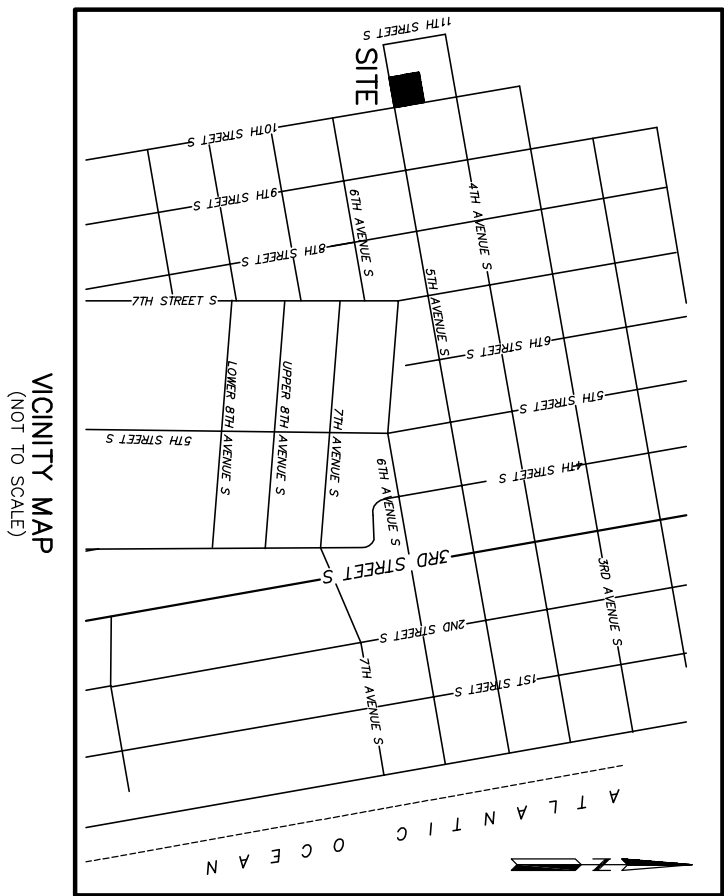
ABBREVIATION	DEFINITION
P.C.M.	Permanent Control Point
P.O.B.	Permanent Reference Monument
P.C.	Point of Beginning
P.C.C.	Point of Curvature
P.R.C.	Point of Reverse Curvature
P.I.W.	Point of Intersection
O.R.	Official Records Volume/Book
D.B.	Deed Book
P.B.	Plat Book
R.P.	Right of Way
R.P.	Right of Way
P.U.D.E.	Private Unobstructed Drainage Easement
P.A.E.	Private Access Easement
L.B.	Licensed Business
P.L.S.	Professional Land Surveyor
J.E.S.	Jacksonville Electric Authority
E.E.S.	Electric Energy Services
EQUIP	Equipment
A.C.	Alt. Conditioner
A.C.V.	Cable Television
O.H.	Overhead Lines
R=	Radius
Ch=	Chord
DA=	Delta of Central Angle
UDAE	Unobstructed Drainage & Access Easement
UDAE	Unobstructed Drainage Easement

NOTES:

- 1) Denotes Permanent Reference Monument Set L.B. No. 8295.
- 2) Denotes Permanent Reference Monument Found As Noted.
- 3) Denotes Set Permanent Control Point
- 4) Bearing reference: Westerly right of way line of 10th Street South as South 09°03'00" East as shown on plat of Beach Heights Subdivision (P.B. 18, page 29).
- 5) Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supported in authority by any other form of the plat, whether graphic or digital. There may be additional restrictions not recorded on this plat that may be found in the Public Records of Duval County, Florida.
- 6) The lands platted hereon appear to lie within Flood Zones "X" as depicted on Flood Insurance Rate Maps, Community Panel No. 120078-0417L, dated November 02, 2018. The FIRM information notated on this plat is valid only for dates up to and including the effective recording date of this plat. There may have been subsequent revisions after this date that will supersede said information. Inquiries for this should be made to the Community's Floodplain Management Repository, Planning and Development Department, City of Jacksonville Beach.
- 7) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and dedication of cable television services, provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of a public utility. It shall be solely responsible for the damages.
- 8) Coordinates shown as State Plane Coord. #1 and #2 refer to North American Datum (NAD 83/90 State Plane Coordinates for the State of Florida, East Zone in U.S. survey feet and decimals thereof.

PLAT BOOK _____ PAGE _____

(SHEET 1 OF 1)



The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in Official Records Book 18903, Page 88, Public Records of Duval County, Florida, and all modifications thereto ("Mortgage"), encumbering the lands described in the caption hereon. The undersigned hereby joins and consents to the dedications by the Owner of the lands described in the adoption and dedication section herein, and agrees that the mortgage shall be subordinated to said dedications.

MORTGAGEE CONSENT AND JOINDER

WITNESS _____
PRINT OR TYPE NAME _____
WITNESS _____
PRINT OR TYPE NAME _____
Adam Rigel
Manager of JMB Real Estate Capital
managed by JMB Real Estate Capital

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2021, BY ADAM RIGEL AS MANAGER OF AT&B 7, LLC.

(SIGNATURE OF NOTARY PUBLIC – STATE OF FLORIDA)

(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED _____

SURVEYOR'S CERTIFICATE

This is to certify that the above plat is a true and correct representation of the lands surveyed, platted and described above, that the survey data complies with all of the responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177(03) F.S., Chapter 32, Part 1, A, and Section 69.410 Ordinance Code, the City of Jacksonville and Chapter 34-480 Land Development Code of the City of Jacksonville Beach.

Signed and Sealed this ____ day of _____, 2021.

William J. Melrose
Florida Registered Land Surveyor
and Mapper Certificate No. 5843

PREPARED BY:
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
PHONE: (904) 322-0200 FAX: (904) 322-0201
TELEPHONE (904) 721-1226
(PLAT) CITY DEVELOPMENT NO. XXXX-XXX (PLANS) CITY DEVELOPMENT NO. XXXX-XXX



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	08/12/2021
SUBJECT:	Final Plat Approval for 11th Street South, Replat of Lots 9 and 10, Block 12, Beach Heights Subdivision

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into four fee-simple townhouses located on the east side of 11th Street South between 4th and 5th Avenues South. The previous use of the property, which consists of two adjacent platted lots of record, was two single-family residential structures. The applicant was advised by staff that they would need to receive final subdivision plat approval by City Council and record the final subdivision plat with the Duval County Clerk of Court prior to selling the individual townhouse units.

The subject property is located in a Residential, multiple-family: RM-1 zoning district. The project received Concept Plan for Plat (PC#3-17) approval from the Planning Commission in March of 2019, and received Development Plan (SP#20-3) approval in October of 2020. The townhouses will be constructed to the RM-1 zoning district standards. Each of the four townhouse lots shown on the attached plat exceed the minimum lot size requirements for RM-1 townhouse lots.

The attached Final Plat document has been approved by all reviewing City Departments and is consistent with relevant Land Development Code and Comprehensive Plan regulations.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove the Final Plat of 11th Street South, Replat of Lots 9 and 10, Block 12, Beach Heights Subdivision

ATTACHMENTS

1. Final Plat - 11th St South



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	08/12/2021
SUBJECT:	Final Plat, 11th Street South Unit Two, Replat of Lots 11 and 12, Block 8, Beach Heights Subdivision

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into four fee-simple townhouses located on the east side of 11th Street South between 2nd Avenue South and Jacksonville Beach Elementary. The current use of the property, which consists of two adjacent platted lots of record, is vacant residential property. The applicant was advised by staff that they would need to receive final subdivision plat approval by City Council and record the final subdivision plat with the Duval County Clerk of Court prior to selling the individual townhouse units.

The subject property is located in a Residential, multiple-family: RM-1 zoning district. The project received Concept Plan for Plat (PC#15-20) approval from the Planning Commission in August of 2020, and received Development Plan (SP#20-10) approval in August of 2020. The townhouses will be constructed to the RM-1 zoning district standards. Each of the four lots shown on the attached plat exceed the minimum lot size requirements for RM-1 townhouse lots.

The attached Final Plat document has been approved by all reviewing City Departments and is consistent with relevant Land Development Code and Comprehensive Plan regulations.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove the Final Plat for 11th Street South Unit Two, Replat of Lots 11 and 12, Block 8, Beach Heights Subdivision

ATTACHMENTS

1. Final Plat - 11th St South Unit 2

A REPLAY OF LOIS 11 AND 12, BLOCK 8, BEACH HEIGHTS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 29 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 11 AND 12, BLOCK 8, BEACH HEIGHTS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE 29 OF THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

THIS IS TO CERTIFY THAT BCEI, 104, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS 11TH STREET SOUTH UNIT TWO, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS TRUE AND CORRECT PLAT OF THOSE LANDS.

TO B.E.S. ELECTRIC ELEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- IN WITNESS WHEREOF, OWNER HAS EXECUTED THIS PLAT ON THE _____ DAY OF _____, 2021.

IN WITNESS WHEREOF, OWNER HAS EXECUTED THIS PLAT ON THE _____ DAY OF _____, 2021.

WITNESS	PRINT OR TYPE NAME
	ADAM RIGEL MANAGER OF JWB REAL ESTATE CAPITAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MANAGER OF BCEI 10A, LLC, A FLORIDA LIMITED LIABILITY

BCEL 10A, LLC.

BCEL 10A, LLC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS DAY OF _____, 2021, BY ADAM RIGEL AS MANAGER OF BCEL 10A, LLC.

(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

APPROVED FOR THE RECORD

This is to certify that this plot has been examined, accepted and approved by the City of Jacksonville Beach, Duval County, Florida.

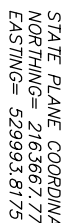
By: _____ Christine H. Hoffman Mayor	By: _____ Sherri Gosselin City Clerk
Date: _____	Date: _____

This is to certify that this plot has been examined and approved by the City of Jacksonville, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book _____, Pages _____ of the current Public Records of Duval County, Florida, this _____ day of _____, 2021.

By: _____
Deputy Clerk

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this day of _____, 2021.

Harlo Everett, P.L.S.
Professional Land Surveyor Number 3287



BEACH HEIGHTS SUBDIVISION
BLOCK 8
(P.B. 18, PG. 29)

ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point
P.O.B.	Permanent Reference Monument
P.D.	Point of Beginning
P.C.	Point of Curvature
P.T.C.	Point of Tangent/Curvature
P.I.	Point of Intersection
R/W	Right of Way
D.B.	Dead Book
O.B.	Open Book
B.R.L.	Bearing Restriction Line
G.R.E.	Gaging Restriction Element
R.P.	Radius Point
P.B.	Pit Book
P.U.D.E.	Unobstructed Damage Easement
P.H.E.	Private Access Easement
P.L.S.	Professional Land Surveyor
J.E.A.S.	Jacksonville Electric Authority
EQUIP	Equipment Services
A/C	Air Conditioner
C.A.T.V.	Cable Television
(F.M.)	Field Measured
L=	Radius equals
C=	Chord equals
D=	Distance equals
CA=	Circle Circumference & Distance equals
Conc.	Center of Central angle equals
U.D.E.	Unobstructed Damage Easement
	Unobstructed Damage Easement

1) ● Denotes Permanent Reference Monument Set L.B. No. 8295.

2) ■ Denotes Permanent Reference Monument Found As Noted.

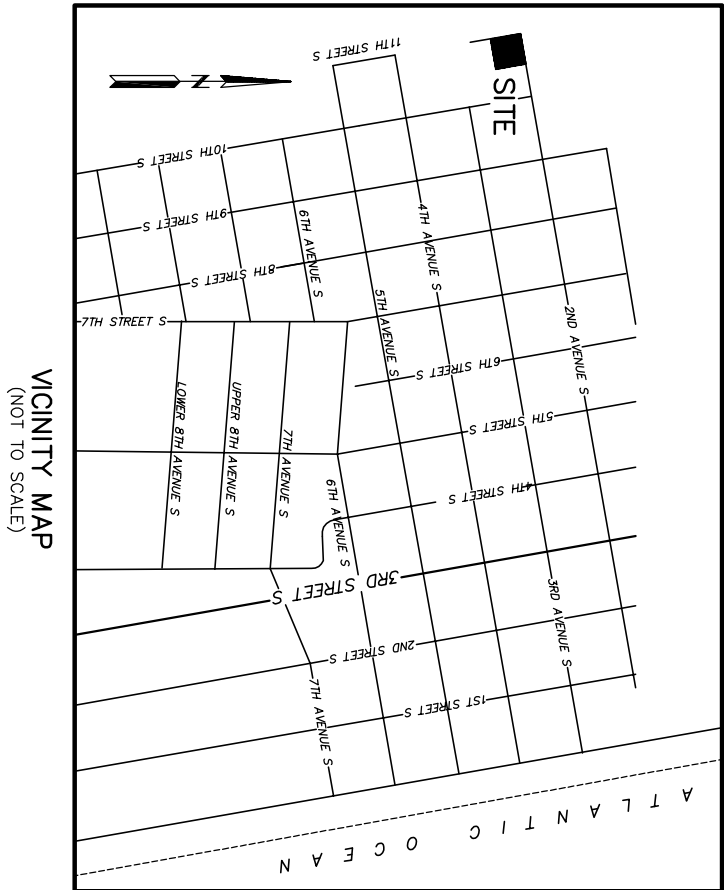
- 3) ● Denotes Set Permanent Control Point
- 4) Bearing reference: Easternly right of way line of 11th Street South as South 090300" East as shown on plot of Beach Heights Subdivision (2/B, 18, page 29).
- 5) Notice: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will, in no circumstances be applied in authority by any other form of the plot, whether graphic or digital. There may be additional restrictions not recorded on this plot that may be found in the Public Records of Duval County, Florida.

6) The lands plot were open to lie within Flood Zones "x" as depicted on Flood Insurance Rate Maps, Community Panel No. 120078-0417, dated November 02, 2018. The RRM information noticed on this plot is valid only for dates up to and including the effective recording date of this plot. There may have been subsequent revisions after this date that will supersede said information. Inquiries for this should be made to the Community's Floodplain Management, Repository, Planning and Development Department, City of Jacksonville Beach.

7) All potted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and dedication of cable television services, provided however, no such construction, installation, maintenance and dedication of cable television services shall interfere with the facilities and services of electric, telephone, gas or other public utility. In the event a cable television company damages the facilities on a public utility, it shall be solely responsible for the damages.

8) *Coordinates shown as State Plane Coord. #1 and #2 refer to North American Datum NAD 83/90 State Plane Coordinates for the State of Florida, East Zone in U.S. survey feet and decimals thereof.*

(SHEET 1 OF 1)



The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in Official Records Book _____, Page _____, Public Records of Duval County, Florida, and all modifications thereto ("Mortgage"), encumbering the lands described in the caption hereon. The undersigned hereby joins and consents to the dedications by the Owner of the lands described in the adoption and dedication section herein, and agrees that the mortgage shall be subordinated to said dedications.

PRINT OR TYPE NAME _____ (NAME)
 (TITLE)
 (MORTGAGEE)

PRINT OR TYPE NAME

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by (NAME), (TITLE) of (MORTGAGEE). He is personally known to me or has produced a driver's license as identification.

Name: _____

My Commission Expires:
My Commission Number is

SURVEYOR'S CERTIFICATE
This is to certify that the above plot is a true and correct representation of the lands surveyed, plotted and described above. That the survey was made under the undersigned's personal supervision and in accordance with the laws and regulations of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been placed in accordance with Chapter 177(09), F.S., Chapter 381, F.S. and Section 654.110 Ordinance Code of the City of Jacksonville and Chapter 54-460 Land Development Code of the City of Jacksonville. Signed _____ day of _____, 2021.

William J. Melrose
Florida Registered Land Surveyor
and Mapper Certificate No. 5843

PREPARED BY:
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
CERTIFICATE OF AUTHORIZATION NO. L.B. 8295
TELEPHONE (904) 721-1226

(PLAT) CITY DEVELOPMENT NO. XXXX.XXX

(PLANS) CITY DEVELOPMENT NO. XXXX.XXX



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:	07/29/2021
SUBJECT:	Bid Number 2021-11 Unleaded Gasoline and Diesel Fuel

BACKGROUND

The City purchases approximately 138,000 gallons of unleaded gasoline and approximately 32,400 gallons of diesel fuel, annually. Purchases are based on fixed price factors depending on the fuel category. The City is seeking a 12-month agreement with the option to renew for two additional years at the same pricing, terms, and conditions.

To accommodate fuel price volatility, bid specifications required bulk fuel suppliers to provide pricing based on a "mark-up" or a "mark-down" of the price per gallon for the Port of Jacksonville, as published in the Pad 1 Report by the Data Transmission Network (DTN FastRacks Averages). The City's cost-per-gallon would therefore be the DTN rate for the Port of Jacksonville on the day of fuel delivery, plus or minus the supplier's submitted mark up or mark down for unleaded gasoline and diesel fuel, respectively.

Fuel is ordered on an "as needed" basis and is usually delivered within 24 hours. In the event the low bidder cannot meet the delivery schedule or the City's demand, the next qualified low bidder will be used.

In June 2021, the Property and Procurement Division emailed bid invitations to 16 bulk fuel suppliers and received three responses. Petroleum Traders Corporation (Item 1) was the lowest qualified bidder for unleaded gasoline; Mansfield Oil Company (Item 2) and Gate Fuel Service (Item 3) were the lowest qualified bidders for diesel fuel, respectively.

FINANCIAL IMPACT

Funding for fuel purchases is included in each department's annual operating budget.

REQUESTED ACTION

Award/Reject Bid Number 2021-11 Unleaded Gasoline and Diesel Fuel to the Lowest Qualified Bidders, Petroleum Traders Corporation (Item 1), Mansfield Oil Company (Item 2), and Gate Fuel Service (Item 3)

ATTACHMENTS

1. Bid 2021-11 Intent to Award Notification

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

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

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

Date: July 29, 2021

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2021-11 Unleaded Gasoline and Diesel Fuel**

Bids were received and evaluated on July 28, 2021; recommendation will be presented to the City Council for award of bid item 1 to **Petroleum Traders Corporation**, bid item 2 to **Mansfield Oil Company of Gainesville, Inc.** and bid item 3 to **Gate Fuel Service** for Bid No. 2021-11 Unleaded Gasoline and Diesel Fuel.

In the event the low bidder cannot meet the delivery schedule or the City's demand, the next qualified low bidder will be used.

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

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

We would like to thank each bidder for their submittal.

Following is the bid tabulation:



Item 1: Unleaded Gasoline

Rank	Bidder Name	Mark up "+" down "-"	Bid Amount	2nd year Firm Price	3rd year Firm Price
1	Petroleum Traders Corporation	+	\$0.0022	Yes	Yes
2	Mansfield Oil Company	+	\$0.0172	Yes	Yes
3	Gate Fuel Service	+	\$0.0297	No	No

Item 2: Diesel Fuel

Rank	Bidder Name	Mark up "+" down "-"	Bid Amount	2nd year Firm Price	3rd year Firm Price
1	Mansfield Oil Company	+	\$0.0768	Yes	Yes
2	Petroleum Traders Corporation	+	\$0.0895	Yes	Yes
3	Gate Fuel Service	+	\$0.0899	No	No

Diesel Fuel delivered to various**Item 3: locations**

Rank	Bidder Name	Mark up "+" down "-"	Bid Amount	2nd year Firm Price	3rd year Firm Price
1	Gate Fuel Service	+	\$1.0310	No	No
	Petroleum Traders Corporation		No Bid	N/A	N/A
	Mansfield Oil Company		No Bid	N/A	N/A

Luis F. Flores

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



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

CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Beaches Energy Services Director
DATE:	07/27/2021
SUBJECT:	Bid Number 2021-10 - Electric Supplies

BACKGROUND

The City of Jacksonville Beach solicited Bid No. 2021-10 from seven vendors for electric supplies. This bid covers 57 different items stocked in the storeroom for use by Beaches Energy Services for maintenance of the overhead and underground electric system. On June 30, 2021, seven bids were received. No bid was received for item No. 28 (colored flannel wiping rags 25 lb. boxes).

Staff recommends the following as supported by the Bid Tabulation Form (attached and incorporated into the Notice of Intent to Submit Bid for Approval and Award by City Council attached):

- Awarding Item Nos. 1, 2, 9, 10, 11, 15, 17, 25, 26, 29, 36, 37, 45, 49, 51, 52, and 55 to the lowest responsive, responsible bidder, Irby Utilities;
- Awarding Item Nos. 3, 5, 8, 13, 18, 19, 23, 24, 27, 32, 34, 35, 38, 48, 53, and 54 to the lowest responsive, responsible bidder, Gresco;
- Awarding Item Nos. 4, 6, 9, and 51 to the lowest responsive, responsible bidder, Wesco;
- Awarding Item Nos. 7, 12, 14, 22, 31, 33, 39, 41, 43, 47, 50, and 56 to the lowest responsive, responsible bidder, Tri-State Utility;
- Awarding Item Nos. 16, 20, 21, 28, 30, 40, 42, 44, and 46 to the lowest responsive, responsible bidder, Electric Supply; and
- Awarding Item No. 57, to the lowest responsive, responsible bidder, Hill Manufacturing.

FINANCIAL IMPACT

The anticipated financial impact over the next year is \$284,000. The Beaches Energy Services annual operating budget includes the purchase of electric supplies.

REQUESTED ACTION

Award/Reject Bid Number 2021-10 to Irby Utilities, Gresco, Wesco, Tri-State Utility, Electric Supply, and Hill Manufacturing for the purchase of Electric Supplies

ATTACHMENTS

1. Notice of Intent to Submit Bid for Approval and Award by City Council

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

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

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

Date: July 13, 2021
From: Luis F. Flores, Property and Procurement Officer
RE: **Bid No. 2021-10 Electric Supplies**

Recommendation will be presented to the City Manager for:

Bid Number: 2021-10
Title: Electric Supplies

Following is the bid tabulation sheet:

Item	JB No.	Vendor	Unit Price
1	JB 00016	Irby Utilities	\$ 3.53
2	JB 00020	Irby Utilities	\$ 139.01
3	JB 00097	Gresco	\$ 2.50
4	JB 00108	Wesco	\$ 0.34
5	JB 00132	Gresco	\$ 1.15
6	JB 00134	Wesco	\$ 14.18
7	JB 00135	Tri-State Utility	\$ 89.79
8	JB 00147	Gresco	\$ 185.50
9	JB 00183	Irby Utilities / Wesco	\$ 5.29
10	JB 00213	Irby Utilities	\$ 1.19
11	JB 00214	Irby Utilities	\$ 1.19
12	JB 00290	Tri-State Utility	\$ 121.60
13	JB 00292	Gresco	\$ 183.20
14	JB 00333	Tri-State Utility	\$ 21.75
15	JB 00351	Irby Utilities	\$ 36.51
16	JB 00396	Electric Supply	\$ 856.25
17	JB 00430	Irby Utilities	\$ 109.82
18	JB 00560	Gresco	\$ 4.44
19	JB 00565	Gresco	\$ 23.85
20	JB 00575	Electric Supply	\$ 139.75



21	JB 00577	Electric Supply	\$ 166.70
22	JB 00592	Tri-State Utility	\$ 2.15
23	JB 00602	Gresco	\$ 41.85
24	JB 00614	Gresco	\$ 29.14
25	JB 00625	Irby Utilities	\$ 3.04
26	JB 00644	Irby Utilities	\$ 318.29
27	JB 00653	Gresco	\$ 28.75
28	JB 00684	No Bid	\$ 0.00
29	JB 00707	Irby Utilities	\$ 4.25
30	JB 00721	Electric Supply	\$ 411.45
31	JB 00745	Tri-State Utility	\$ 1.69
32	JB 00756	Gresco	\$ 114.20
33	JB 00814	Tri-State Utility	\$ 2.54
34	JB 00868	Gresco	\$ 44.65
35	JB 00922	Gresco	\$ 109.75
36	JB 00924	Irby Utilities	\$ 11.86
37	JB 00947	Irby Utilities	\$ 2.49
38	JB 00953	Gresco	\$ 0.85
39	JB 01060	Tri-State Utility	\$ 4.75
40	JB 01079	Electric Supply	\$ 202.00
41	JB 01089	Tri-State Utility	\$ 6.99
42	JB 01090	Electric Supply	\$ 144.80
43	JB 01091	Tri-State Utility	\$ 6.40
44	JB 01215	Electric Supply	\$ 243.45
45	JB 01229	Irby Utilities	\$ 555.31
46	JB 01274	Electric Supply	\$ 178.00
47	JB 01275	Tri-State Utility	\$ 4.95
48	JB 01293	Gresco	\$ 11.15
49	JB 01311	Irby Utilities	\$ 19.82
50	JB 01312	Tri-State Utility	\$ 69.80
51	JB 01386	Irby Utilities / Wesco	\$ 19.23
52	JB 01397	Irby Utilities	\$ 541.69
53	JB 01430	Gresco	\$ 108.25
54	JB 01436	Gresco	\$ 11.75
55	JB 01454	Irby Utilities	\$ 3.53
56	JB 01470	Tri-State Utility	\$ 150.15
57	JB 20023	Hill Manufacturing	\$ 11.58

In the event the low bidder cannot meet the delivery schedule or the City's demand, the next qualified low bidder will be used. The complete bid tabulation sheet is attached herewith.

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

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

We would like to thank each bidder for their submittal.

Luis F. Flores

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

Beaches Energy Services
Bid Tabuation Sheet
Bid No. 2021-10 Electric Supplies

Item no.	Description	Hill Mfg.	Electric Supply	A&J Leggio	Tri-State Utility	Irby Utilities	Gresco	Wesco	Low Price
1	LOCATE PAINT (RED)	no bid	no bid	no bid	no bid	\$ 3.53	no bid	no bid	\$ 3.53
2	1/0 MODULAR TERMINATOR WITH MOUNTING BRACKET 25KV	no bid	no bid	no bid	no bid	\$ 139.01	no bid	\$ 233.22	\$ 139.01
3	CONNECTOR COVER	no bid	no bid	no bid	no bid	\$ 4.01	\$ 2.50	\$ 3.32	\$ 2.50
4	2 1/4" SQUARE WASHER	no bid	\$ 0.48	no bid	\$ 0.366	\$ 0.38	\$ 0.42	\$ 0.34	\$ 0.34
5	SHORT STEEL STUD	no bid	no bid	\$ 8.40	\$ 3.29	\$ 1.23	\$ 1.15	\$ 1.26	\$ 1.15
6	34.K KV LARGE LINE POST INSULATOR, F NECK TYPE	no bid	no bid	no bid	\$ 16.30	\$ 54.01	\$ 58.65	\$ 14.18	\$ 14.18
7	ELBOW ARRESTOR 21KV	no bid	no bid	no bid	\$ 89.79	\$ 115.63	\$ 106.10	\$ 108.38	\$ 89.79
8	FAULT INDICATOR W/PP2 LOGIC DYNAMIC CURVE FIBER REMOTE	no bid	\$ 195.00	no bid	no bid	\$ 296.47	\$ 185.50	\$ 189.68	\$ 185.50
9	INSECT SPRAY	no bid	no bid	no bid	no bid	\$ 5.29	no bid	\$ 5.29	\$ 5.29
10	BLUE ELECTRICAL TAPE	no bid	no bid	\$ 3.90	no bid	\$ 1.19	no bid	\$ 1.27	\$ 1.19
11	YELLOW ELECTRICAL TAPE	no bid	no bid	\$ 3.90	no bid	\$ 1.19	no bid	\$ 1.27	\$ 1.19
12	25/28 KV, 600 AMP, T-BODY KIT W/TEST POINT KIT INCLUDES T-BODY, INSULATING PLUG W/CAP, 350 COMPRESSION LUG, THREADED STUD AND CABLE ADAPTER	no bid	\$ 152.00	\$ 165.00	\$ 121.60	\$ 161.28	\$ 152.80	\$ 157.04	\$ 121.60
13	FOUR POINT LOADBREAK JUNCTION, 25KV	no bid	\$ 296.50	\$ 330.00	\$ 204.86	\$ 257.10	\$ 183.20	\$ 188.23	\$ 183.20
14	1000 WATT METAL HALIDE LAMP	no bid	\$ 26.00	\$ 23.45	\$ 21.75	\$ 27.35	\$ 48.55	\$ 28.05	\$ 21.75
15	1/0 STRAIGHT SPLICE	no bid	no bid	\$ 43.00	no bid	\$ 36.51	no bid	\$ 47.23	\$ 36.51
16	70 WATT UTILITY GRANVILLE LUMINARE	no bid	\$ 856.25	no bid	no bid	no bid	no bid	no bid	\$ 856.25
17	REDUCING TAP PLUG WITH STUD	no bid	no bid	no bid	\$ 140.30	\$ 109.82	no bid	no bid	\$ 109.82
18	SIDE TIME, PREFORMED 652	no bid	no bid	no bid	no bid	\$ 5.11	\$ 4.44	\$ 4.65	\$ 4.44
19	200 AMP DEADEND LOADBREAK RECEPTACLE	no bid	\$ 37.88	\$ 45.00	\$ 26.95	\$ 28.34	\$ 23.85	\$ 24.39	\$ 23.85
20	1-1/2" SERVICE CONNECTION BOX W/LID	no bid	\$ 139.75	no bid	no bid	\$ 157.82	\$ 178.80	no bid	\$ 139.75
21	2" SERVICE CONNECTION BOX W/LID	no bid	\$ 166.70	no bid	no bid	\$ 193.82	\$ 288.20	no bid	\$ 166.70
22	CUT-AWAY LOCK (SHORT SHANK)	no bid	\$ 2.80	no bid	\$ 2.15	\$ 2.41	no bid	no bid	\$ 2.15
23	INSULATED PARKING BUSHING 25KV	no bid	\$ 119.85	\$ 113.00	\$ 91.75	\$ 84.92	\$ 41.85	\$ 42.77	\$ 41.85
24	1/0 LOADBREAK ELBOW	no bid	\$ 53.05	no bid	\$ 32.57	\$ 44.43	\$ 29.14	\$ 30.10	\$ 29.14
25	2/0 BARRELL SPLICE CONNECTOR	no bid	no bid	no bid	\$ 6.10	\$ 3.04	no bid	\$ 5.46	\$ 3.04
26	350 MCM MODULAR TERMINATOR W/MOUNTING BRACKET	no bid	no bid	no bid	no bid	\$ 318.29	no bid	\$ 411.80	\$ 318.29
27	LOADBREAK BUSHING INSERT 25KV, 200 AMP	no bid	\$ 48.60	\$ 50.00	\$ 35.70	\$ 37.92	\$ 28.75	\$ 31.05	\$ 28.75

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

28	COLORED FLANNEL WIPING RAGS 25LB BOXES	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid	
29	SCOTCH VINYL ELECTRICAL TAPE 3/4 X 66'	no bid	no bid	no bid	no bid	\$ 4.25	no bid	\$ 4.41	\$ 4.25	
30	1000 WATT FIXTURE W/PHOTOCELL METAL HALIDE	no bid	\$ 411.45	no bid	no bid	\$ 464.71	no bid	no bid	\$ 411.45	***
31	SMALL WEDGE CLAMP, ALUMINUM SHELL BAIL LENGTH 6 1/2	no bid	no bid	no bid	\$ 1.69	\$ 1.83	\$ 1.87	\$ 2.06	\$ 1.69	
32	TRI-MOUNT CUTOOT & ARRESTOR BRACKET W/HARDWARE	no bid	\$ 227.30	no bid	\$ 117.70	\$ 122.11	\$ 114.20	\$ 124.99	\$ 114.20	
33	MEDIUM BRONZE PARALLEL CONNECTOR	no bid	\$ 5.30	\$ 5.15	\$ 2.54	\$ 3.04	\$ 3.22	\$ 3.38	\$ 2.54	
34	SINGLE MOUNT ARRESTOR & CUTOOT BRACKET W/ 2" CAPTIVE BOLT	no bid	no bid	no bid	no bid	\$ 47.77	\$ 44.65	\$ 47.23	\$ 44.65	
35	TWO WAY FEED THRU CONNECTOR, 200 AMP, 25KV	no bid	no bid	\$ 161.00	\$ 127.20	\$ 143.87	\$ 109.75	\$ 116.02	\$ 109.75	***
36	INHIBITOR	no bid	no bid	\$ 30.00	\$ 21.75	\$ 11.86	no bid	\$ 12.15	\$ 11.86	
37	FIRE ANT KILLER	no bid	\$ 270.00	no bid	\$ 3.95	\$ 2.49	no bid	\$ 3.26	\$ 2.49	
38	CUT-AWAY LOCK (LONG SHANK)	no bid	no bid	no bid	\$ 1.65	\$ 1.45	\$ 0.85	\$ 1.14	\$ 0.85	
39	100 WATT HIGH PRESSURE SODIUM LAMPS, 55 VOLTS, MOGUL BASE, CLEAR	no bid	\$ 8.10	\$ 8.85	\$ 4.75	no bid	\$ 17.10	\$ 8.19	\$ 4.75	***
40	400 WATT HIGH PRESSURE SODIUM LUMINAIRE FIXTURE, COBRA HEAD	no bid	\$ 202.00	no bid	no bid	\$ 222.73	\$ 205.00	\$ 213.30	\$ 202.00	***
41	400 WATT HIGH PRESSURE SODIUM LAMPS, MOGUL BASE, CLEAR	no bid	\$ 9.40	\$ 10.55	\$ 6.99	no bid	\$ 18.35	\$ 11.48	\$ 6.99	***
42	250 WATT HIGH PRESSURE SODIUM LUMINAIRE FIXTURE 120 X 240 VOLT, COBRA HEAD W/PHOTOCELL RECEPTACLE	no bid	\$ 144.80	no bid	no bid	\$ 158.00	\$ 165.00	\$ 171.14	\$ 144.80	***
43	250 WATT HIGH PRESSURE SODIUM LAMP, MOGUL BASE, CLEAR	no bid	\$ 9.40	\$ 9.50	\$ 6.40	no bid	\$ 16.35	\$ 9.79	\$ 6.40	***
44	200 AMP SECONDARY PEDESTAL	no bid	\$ 243.45	no bid	\$ 269.48	\$ 274.98	\$ 335.00	no bid	\$ 243.45	***
45	1000 KCM COLD SHRINK TERMINATOR W/MOUNTING BRACKET	no bid	no bid	no bid	no bid	\$ 555.31	no bid	\$ 666.39	\$ 555.31	
46	70 WATT HIGH PRESSURE SODIUM COBRA HEAD LUMINAIRE, FLAT GLASS, MULTIVOLT W/PHOTOCELL RECEPTACLE	no bid	\$ 178.00	no bid	no bid	no bid	\$ 193.00	\$ 194.12	\$ 178.00	***
47	70 WATT HIGH PRESSURE SODIUM LAMP, CLEAR GLASS, MOGUL BASE	no bid	\$ 8.15	\$ 9.50	\$ 4.95	no bid	\$ 16.00	\$ 8.61	\$ 4.95	***
48	SILICONE RUBBER DEADEND INSULATOR (POLYMER BELLS)	no bid	no bid	no bid	\$ 34.95	\$ 11.76	\$ 11.15	\$ 16.40	\$ 11.15	
49	3M COLD SHRINK LOW VOLTAGE SPLICE COVER 6AWG-350KCM 0.25"-1.56" (ONE WAY PULL)	no bid	no bid	no bid	no bid	\$ 19.82	no bid	\$ 26.74	\$ 19.82	
50	SINGLE PHASE FIBERGLASS 15 DEGREE STANDOFF HORIZONTAL POST INSULATOR BRACKET	no bid	\$ 105.05	\$ 108.00	\$ 69.80	\$ 88.69	\$ 82.05	\$ 82.97	\$ 69.80	

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

51	CLEAN & LUBE SPECIALLY FORMULATED FOR CLEANING & LUBRICATING LINE HOSES	no bid	no bid	no bid	\$ 23.75	\$ 19.23	no bid	\$ 19.23	\$ 19.23
52	350-1000 COLD SHRINK RUBBER INTEGRATED SPLICE KIT	no bid	no bid	no bid	no bid	\$ 541.69	no bid	\$ 730.86	\$ 541.69
53	100 AMP OVERHEAD POLYMER SWITCH POWERLINE HARDWARE	no bid	no bid	no bid	no bid	no bid	\$ 108.25	no bid	\$ 108.25
54	PHOTOCELL USED W/ALL FIXTURES INCLUDING LED	no bid	no bid	no bid	\$ 13.50	\$ 17.94	\$ 11.75	\$ 14.13	\$ 11.75
55	YELLOW UPSIDE DOWN MARKING PAINT, 17 OZ.	no bid	no bid	no bid	no bid	\$ 3.53	no bid	no bid	\$ 3.53
56	25/28 KV, 600 AMP, T-BODY KIT W/TEST POINT KIT INCLUDES T-BODY, INSULATING PLUG W/CAP, 900 COMPRESSION LUG, THREADED STUD AND CABLE ADAPTER. CABLE INSULATION RANGE 1.370 IN - 1.630 IN	no bid	\$ 157.55	\$ 165.00	\$ 150.15	\$ 157.56	\$ 183.65	\$ 164.32	\$ 150.15
57	PRILUBE NON-FLAMMABLE LUBE SPRAY	\$ 11.58	no bid	no bid	no bid	no bid	no bid	no bid	\$ 11.58

Total

Notes:

Item# 14 - New manufacturer quoted - Howard #MH1000/U
 Item# 16 - (4) Piece minimum order
 Item# 20 - (56) Piece minimum order
 Item# 21 - (47) Piece minimum order
 Item # 23 - Chardon new part# 225SB - Quoted by Irby & Tri-State
 Item# 24 - Chardon new part# 228LE45T - Quoted by Irby & Tri-State
 Item# 30 - (3) Piece minimum order from Electric Supply
 Item# 35 - Chardon new part# 228FT
 Item# 39 - New Manufacturer quoted - Howard #LU100 Quoted by Tri-State / Sylvania #67514 Quoted by A&J Leggio
 Item# 40 - (6) Piece minimum order - Electric Supply
 Item# 41 - New Manufacturer quoted - Howard #LU400
 Item# 42 - (8) Piece minimum order from Electric Supply
 Item# 43 - New Manufacturer quoted - Howard #LU250
 Item# 44 - (33) Piece minimum order from Electric Supply - New Pencil part #AG18HDXBL505P3
 Item# 46 - (10) Piece minimum order from Electric Supply
 Item# 47 - New Manufacturer quoted - Howard #LU70
 Item #57 \$139 DZ = Dozen



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy Services
DATE:	08/06/2021
SUBJECT:	Agreement with Siemens Industry, Inc., for Pablo Tower Fiber Expansion

BACKGROUND

To continue the expansion of the City of Jacksonville Beach's Information and Communication Technology (ICT) infrastructure, the next step is to install fiber optic cabling, network components, cat6 cabling, and conduit raceways at Pablo Tower. This project is an extension of the existing wireless antenna radio network that was installed by Siemens in 2017. This new project will provide the components for the fiber optic network and three pathways used for future antennas that will be instrumental in the expansion of the existing system for transmitting high resolution video for the existing video management system and for utilizing the existing wireless network for emergency communications in the event of a catastrophic event. It will also provide wireless transmission services that will be beneficial for the City's departments.

This project will provide significant line of sight coverage to the south and west for future security cameras, as well as providing the platform for future smart City communications. The images attached were taken from the top of Pablo Tower and represent the areas that will be covered by the radios. Some of the pictures focus on Latham Plaza, the Seawalk Pavilion, and areas of the beach, since those security cameras require a direct line of sight for high speed data transmission.

FINANCIAL IMPACT

The amount of the proposal is \$65,760, plus a 15% contingency, for a total of \$75,624. This project is included in the FY21 Capital Improvement Plan budget titled as "BES/City Communication Infrastructure." Funds will be spent from the following account: 410-12-1203-531-64-564000.

REQUESTED ACTION

Approve/Disapprove an Agreement with Siemens Industry, Inc., for expanding the City's Information and Communication Technology (ICT) infrastructure, specifically, extending fiber optic cable to and up to the top of Pablo Tower and installing the associated radios on top of the building

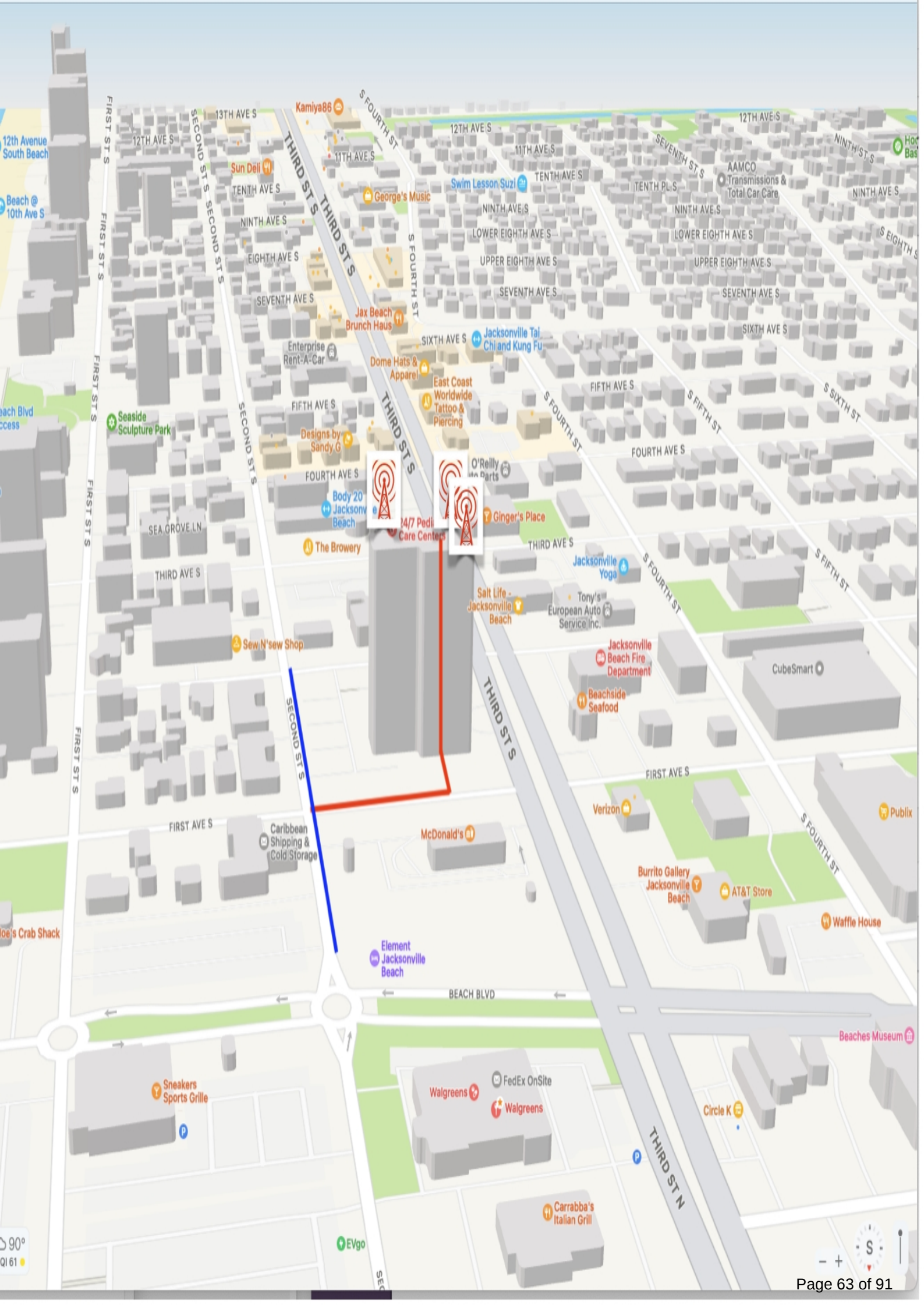
ATTACHMENTS

1. Map of Pablo Tower Proposed Fiber Project
2. Siemens Industry, Inc., Proposal
3. Image of Line of Sight Facing South
4. Image of Line of Sign Facing West



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

5. Image of Line of Sight Facing Southwest
6. Image of Line of Sight Facing Latham Plaza and Seawalk Pavilion





PROPOSAL

City of Jacksonville Beach: Services with Related Equipment and Supplies for the Security Cameras

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

CITY OF JACKSONVILLE BEACH

DELIVERED ON

August 06, 2021



Smarter buildings drive smarter, and more efficient, building operations.

Creating perfect places to live. That's ingenuity for life.

Contact Information

Proposal #:	5996926
Date:	August 06, 2021

Sales Executive:	Preston Bullen
Branch Address:	8940 Western Way Suite 1, Jacksonville, Florida 32256
Telephone:	9047047358
Email Address:	Preston.Bullen@Siemens.com

Customer:	CITY OF JACKSONVILLE BEACH
Address:	11 3RD ST N
	JACKSONVILLE BEACH FL 32250
Services shall be provided at:	City of Jacksonville Beach

Scope of Work

Siemens SI is pleased to provide the City of Jacksonville Beach the proposal for services with related equipment and supplies for the security cameras and wireless security network in Jacksonville Beach. The proposal is for installing fiber optic cabling, network components, cat6 cabling, and conduit raceways at Pablo Tower in Jacksonville Beach. This will provide the required infrastructure for adding three additional fiber optic connected host antenna radios for the future expansion of the wireless video and emergency communications network. This will be an extension of the existing wireless antenna radio network that was installed by Siemens in 2017. This new project will provide the components for the fiber optic network and three pathways used for future antennas that will be instrumental in the expansion of the existing system for transmitting the high resolution video for the existing video management system and for utilizing the existing wireless network for emergency communications in the event of a catastrophic event. It will also provide wireless transmission services that will be beneficial for the City of Jacksonville Beach's departments.

Siemens is providing services to the City of Jacksonville Beach by utilizing the contract through Sourcewell (National Joint Powers Alliance - NJPA). This contract (Contract #: 030421-SIE)is an awarded RFP to enable the City of Jacksonville Beach to purchase from Siemens directly. The contract awarded is currently valid from April 22, 2021 through April 22, 2025. The contract in place allows for the direct purchase of systems and services contracts Security, Video Management, Access Control, Fire Alarm, Mass Notification, Emergency Notification, Building Automation, and like technologies.

Siemens to provide:

- 48 Strand SM Fiber Optic cabling from City Hall through existing pathways and electrical vault into Pablo Towers.
 - *This will be terminated into a new secured enclosure in the penthouse at Pablo Towers.*
 - *Fiber optic cabling will be transition splice on each end from outside plant fiber to riser rated fiber optic cabling under the 50' rule.*
- Provide fiber interconnects and adapter plates at City Hall and Pablo Tower.
- New conduit pathway from the electrical transformer outside into the existing telephone wall field on the 1st floor at Pablo Towers.
- (3) Conduit raceways with (3) Cat6 cables in each raceway for future antenna locations.
- (1) Hubbell RE4XB secured wall mount cabinet enclosure in the penthouse at Pablo Tower.
- (1)APC Smart-UPS C SMC1500-2U to provide backup battery power in the event of a power outage.
- (1) Allied Telesis Layer 3 - 24 port Managed Gigabit Switch.
- (1) New conduit sleeve in City Hall for the cable pathway to the second floor MDF.
- Terminations and testing of all cabling.

Total Quote Price:

\$65,760.00

Inclusions and Exclusions

Inclusions:

1. Freight
2. Project Management for Siemens scope of work
3. Materials and Labor as defined in the scope of work
4. One Year Warranty on following hardware: Antennas/Radios and Network Switches
5. Labor during normal business hours Monday-Friday 8am-5pm.

Exclusions:

1. As-Built or Shop Drawings
2. Performance or Payment bonds
3. Additional materials and labor not listed in the proposal
4. Painting, patching, or replacement of ceilings, walls, ceiling tiles or the like.

Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$65,760.00 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

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

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

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of August 06, 2021. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$65,760.00

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (Projects) (http://go.siemens.net/15156302)
Terms & Conditions (Products Only) (http://go.siemens.net/15492770)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)
SI Mass Notification Rider (www.siemens.com/download?A6V10946167)
SI Monitoring Rider (www.siemens.com/download?A6V10946171)
SI Online Backup and Data Protection (www.siemens.com/download?A6V10946174)
SI Software License Warranty (www.siemens.com/download?A6V10946180)
SI Consulting Rider (www.siemens.com/download?A6V10946838)
SI Shooter Detection System Rider (http://go.siemens.net/33327137)
SI Thermal Camera Rider (http://go.siemens.net/30872411)



Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Preston Bullen

Name

5996926

Proposal #

\$65,760.00

Proposal Amount

August 06, 2021

Date

Accepted by:

CITY OF JACKSONVILLE BEACH

Company

Name (Printed)

Signature

Title

Date

Purchase Order #











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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy Services
DATE:	08/06/2021
SUBJECT:	Agreement with Siemens Industry, Inc., Increasing the Physical Security of the Existing Wireless Mesh Back-haul System and Installing Physical Hardware to Provide Phase 1 of Citywide Area Network Coverage

BACKGROUND

In 2017, Siemens Industry, Inc., installed a wireless radio network. The attached proposal is an extension of the existing wireless antenna radio network and outlines the necessary equipment required in order for the existing wireless mesh back-haul network to be able to provide a secured and encrypted WiFi network. The proposal also includes installing new weather-proof enclosures, pressure switches, and security cameras to increase the security of the existing wireless mesh network back-haul. In addition, 12 new strategically placed poles will have wireless access points installed to provide a secure and encrypted citywide area network for the City of Jacksonville Beach Police Department, Beaches Energy Services, Public Works Department, Parks and Recreation Department, and Planning & Development Department to access using smart devices like tablets, phones, and laptops.

FINANCIAL IMPACT

Siemen's proposal is \$274,440.10, plus a 15% contingency, for a total of \$315,606. This project is included in the FY21 Capital Improvement Plan budget titled as "BES/City Communication Infrastructure." Funds will be spent from the following account: 410-12-1203-531-64-564000.

REQUESTED ACTION

Approve/Disapprove an Agreement with Siemens Industry, Inc., for upgrading and enhancing the physical security of the City's existing wireless mesh back-haul system for the Information and Communications Technology (ICT) infrastructure, as well as installing physical hardware that will provide the first phase of citywide area network coverage

ATTACHMENTS

1. Siemens Industry, Inc., Proposal



PROPOSAL

City of Jacksonville Beach: Services with Related Equipment and Supplies for the Security Cameras

PREPARED BY

Siemens Industry, Inc.

PREPARED FOR

CITY OF JACKSONVILLE BEACH

DELIVERED ON

August 06, 2021



Smarter buildings drive smarter, and more efficient, building operations.

Creating perfect places to live. That's ingenuity for life.

Contact Information

Proposal #:	6013983
Date:	August 06, 2021

Sales Executive:	Preston Bullen
Branch Address:	8940 Western Way Suite 1, Jacksonville, Florida 32256
Telephone:	9047047358
Email Address:	Preston.Bullen@Siemens.com

Customer:	CITY OF JACKSONVILLE BEACH
Address:	11 3RD ST N
	JACKSONVILLE BEACH FL 32250
Services shall be provided at:	Jacksonville Beach

Scope of Work

Siemens SI is pleased to provide the City of Jacksonville Beach the proposal for services with related equipment and supplies for the security cameras and wireless security network in Jacksonville Beach. This will be an extension of the existing wireless antenna radio network installed by Siemens in 2017. The proposal outlines the necessary equipment required in order for the existing wireless mesh back-haul network to be able to provide a secured and encrypted WiFi network. The scope will include installing new weather-proof enclosures with fully managed layered network switches to harden the network and hardware on the poles with the existing wireless security cameras. In addition, twelve of the existing pole locations will have new wireless access points that are being installed to provide a secured and encrypted WiFi network specifically for the Police Department, Beaches Energy, and public works to access via edge devices such as phones, laptops, and tablets. Utilizing existing poles from the current mesh back-haul, a strategically created WiFi network infrastructure will be installed. Access points will connect to a fully managed hardened switch that will separate two or more SSIDs via two VLANs ensuring the network traffic is separate coming across the WiFi then through the mesh and separating at the core switch to the various networks as required. QOS bandwidth traffic rules will apply to ensure the cameras have high priority since they are latency sensitive. The WiFi will have a traffic limiter control through the managed switch to ensure a particular node is not overwhelmed. Per previous conversations with PD, IT, and BES, most of the remote connections are through the secured remote desktop which requires very little bandwidth since it all screen movements. The WiFi coverage area will follow the poles with yellow dots in Fig 1. (shown on following page) as the mesh network and fiber network grows the WiFi coverage will also grow allowing more coverage over time. These new components are critical to the expansion of the existing system for transmitting the high resolution video and for utilizing the existing wireless network for emergency communications in the event of a catastrophic event. It will also provide wireless transmission services that will be beneficial for the City of Jacksonville Beach's departments.

Siemens is providing services to the City of Jacksonville Beach by utilizing the contract through Sourcewell (National Joint Powers Alliance - NJPA). This contract (Contract #: 030421-SIE)is an awarded RFP to enable the City of Jacksonville Beach to purchase from Siemens directly. The contract awarded is currently valid from April 22, 2021 through April 22, 2025. The contract in place allows for the direct purchase of systems and services contracts Security, Video Management, Access Control, Fire Alarm, Mass Notification, Emergency Notification, Building Automation, and like technologies.

Please contact me directly with any questions.

Sincerely,

Preston Bullen

Siemens Account Executive

Siemens will provide and install the following for the scope of work:

- (19) NEMA Enclosures with pole mount kit and 120v outlet to power internal components
- (12) Allied Telesis Hardened Fully Managed 4 Port Network PoE Switches
- (7) Allied Telesis Hardened Fully Managed 8 Port Network PoE Switches
- (22) PoE 48v to 24v passive converters
- (12) Outdoor IEEE WAVE2 Wireless Access Points with Tri-band Radios & Embedded antenna
- (1) Wireless Controller PC (installed at Pablo Tower)
- Licensing required for new wireless access points and traffic management (5 year licensing)
- Licensing required to increase the network bandwidth for existing wireless network (one time fee)
- Electrical materials required for mounting new hardware
- Security/Network Engineering Specialist onsite for install and programming
- Electrical Specialist labor hours for fabrication of and installing the new hardware
- Bucket Truck labor for installing the new hardware
- Labor required for site work acceptance and commissioning

Once this scope is completed, each pole location will have the intelligent hardware required to ensure the network is secure and provides the capability to remote into each location to check the status, make adjustments to settings, and power cycling. In addition, there will be (12) new wireless access points for the City to use on their edge devices which provides a closed secure encrypted network for employees to access various technologies that will be beneficial to the day to day job requirements. This will also allow for the City to track employee/vehicles in the downtown area through the location services on their provided edge devices if needed. This new technology will further enhance the wireless network and provide the infrastructure needed to expand the secured wireless network to other areas of Jacksonville Beach.



Fig. 2 NEMA Box Enclosure and Pole Mount



Fig. 3 Allied Telesis Outdoor Wireless Access Point

Figure 1 Existing Pole Infrastructure with Proposed WiFi

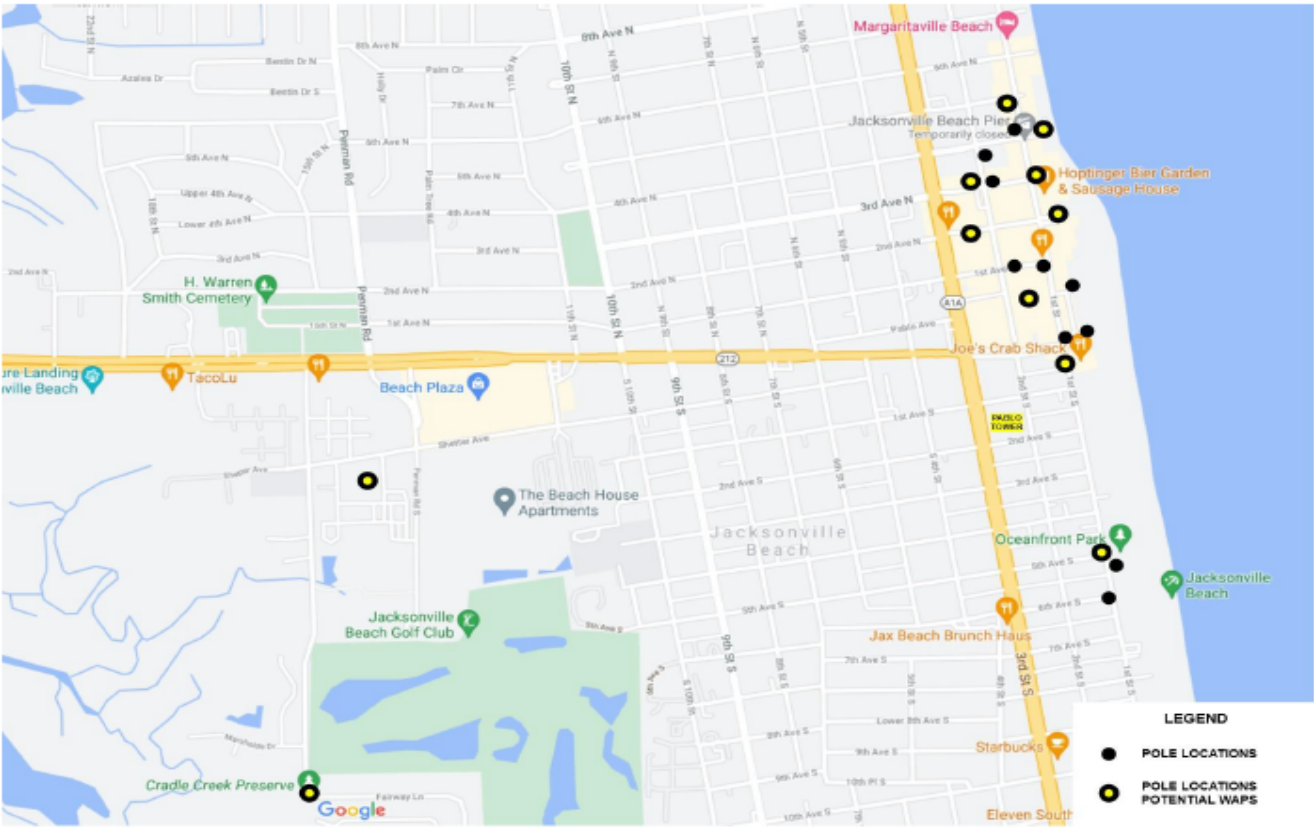


Fig. 1 - Existing Pole Infrastructure and proposed WIFI poles (6/15/2021)

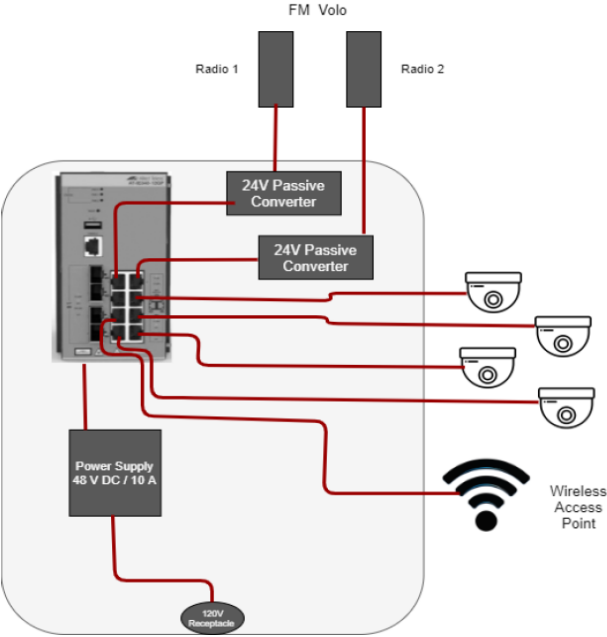


Fig. 5 NEMA Box Diagram (8 Port switch)

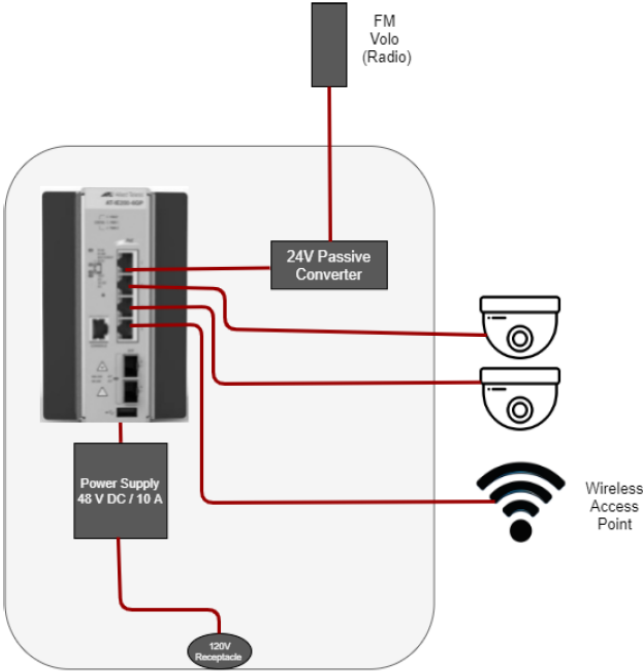


Fig. 4 NEMA Box Diagram (4 Port switch)

Clarifications / Inclusions / Exclusions

Clarifications:

1. The scope of work will require network planning for the new features and will require assistance from IT ahead of the installation to ensure the necessary network configurations are completed for this new addition.
2. Beaches Energy will be responsible for turning power on and off at each pole location for project.
3. The proposal does not include the edge devices required to access the network.

Inclusions:

1. Freight
2. Project Management for Siemens scope of work
3. Materials and Labor as defined in the scope of work
4. Labor during normal business hours Monday-Friday 8am-5pm.

Exclusions:

1. As-Built or Shop Drawings
2. Performance or Payment bonds
3. Additional materials and labor not listed in the proposal
4. Painting or patching

Sell Price

<u>Total Quote Price:</u>	\$249,491.00
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Payment Terms

Payment Terms Acceptance Agreement

The total price of: \$249,491.00 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

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

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

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of August 06,2021 Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments

Total: \$249,491.00

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (Projects) (http://go.siemens.net/15156302)
Terms & Conditions (Products Only) (http://go.siemens.net/15492770)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.



Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Preston Bullen

Name

6013983

Proposal #

\$249,491.00

Proposal Amount

August 06, 2021

Date

Accepted by:

CITY OF JACKSONVILLE BEACH

Company

Name (Printed)

Signature

Title

Date

Purchase Order #



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director Planning and Development Department
DATE:	08/23/2021
SUBJECT:	Resolution 2090-2021 Temporarily Suspending Enforcement of Outdoor Restaurant Seating Areas

BACKGROUND

On several occasions, City Council has discussed the desire to increase code enforcement activity throughout the City to address ongoing issues such as illegal signage, working without proper building permits, illegally parked heavy vehicles, etc. As a result, code enforcement has recently taken a more proactive approach than a reactive approach to code enforcement as much as is possible with the personnel on staff. One of the more recent violations identified by staff is unapproved outdoor restaurant seating areas.

In the spring of 2020, due to COVID-19, State Executive Orders resulted in a temporary shut down of many commercial activities such as retail and restaurants. The Governor and state agencies encouraged the use of outdoor dining as a way of businesses compensating for reduced indoor seating capacities. In September of 2020, under Phase 3 of the State of Florida's reopening plan, all remaining restrictions on businesses as a result of COVID-19 were removed, allowing restaurants to be open at full indoor capacity. Some restaurants have continued to operate at a reduced capacity and have provided or expanded outdoor seating opportunities to provide a safer dining experience and allow for mitigation measures such as social distancing.

Since COVID-19 infection rates have been increasing again, particularly in Florida, the Council has expressed a desire to suspend code enforcement activities relating to unpermitted outdoor restaurant seating in order to allow for restaurants to have easier options and opportunities for social distancing and other mitigation measures against the spread of COVID-19. Resolution 2090-2021 provides for the temporary suspension of enforcement activities for outdoor restaurant seating areas, subject to the limitations provided under Section 2. Staff have consulted with both the Building Official and the Fire Marshal on the proposed limitations in order to ensure that life safety and access issues are taken into consideration. The Resolution is proposed to have a 12 month expiration date.

FINANCIAL IMPACT

The financial impact from suspension of enforcement of outdoor restaurant areas cannot be determined at this time.

REQUESTED ACTION

Adopt/Deny Resolution No. 2090-2021 temporarily suspending enforcement of outdoor restaurant seating areas



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

ATTACHMENTS

1. Resolution No. 2090-2021 Temporary Suspension of Enforcement for Outdoor Seating

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2090-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUPPORTING ECONOMIC RECOVERY FOR RESTAURANTS; TEMPORARILY SUSPENDING ENFORCEMENT OF CERTAIN CONDITIONAL USE REQUIREMENTS WITHIN CHAPTER 34 OF THE CITY'S CODE OF ORDINANCES PERTAINING TO OUTDOOR SEATING AND FOOD SERVICE FOR RESTAURANTS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SUNSET, AND AN EFFECTIVE DATE.

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of the Novel Coronavirus Disease 2019 (COVID-19); and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency for the entire State of Florida as a result of COVID-19 pandemic; and

WHEREAS, on March 13, 2020, Mayor William C. Latham of City of Jacksonville Beach, Florida, declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, during the pendency of the declared State of Emergency, various local and state orders temporarily restricted occupancy or otherwise suspended on-premises activities of restaurants, bars and retail establishments, in an effort to protect the people of the State of Florida, including the citizens of and visitors to the City of Jacksonville Beach; and

WHEREAS, on September 25, 2020, Governor DeSantis issued an executive order initiating Phase 3 of Florida's reopening plan, which removed all remaining restrictions on businesses as a result of COVID-19 and allowing restaurants to be open to full capacity; and

WHEREAS, since June of 2021, all state and local declarations of state of emergency have expired; and

WHEREAS, COVID-19 continues to spread at a rapid rate in the State of Florida, and more specifically in Duval County, Florida; and

WHEREAS, the United States Centers for Disease Control and Prevention (CDC) has recommended the continued practice of wearing face masks, for certain populations, in indoor public places, and the continued practice of social distancing; and

WHEREAS, the City of Jacksonville Beach remains committed to promoting the viability of its local businesses and restaurants and desires to support the implementation of creative measures to safely serve consumers and provide more opportunity for social distancing, in an effort to protect against the continued spread of COVID-19; and

WHEREAS, the City of Jacksonville Beach has determined that it is in the best interest of the citizens of and visitors to the City of Jacksonville Beach to temporarily suspend enforcement of certain Conditional Use requirements for outdoor seating, in an effort to help such local restaurants recover from the economic losses stemming from the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED BY 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. Temporary Suspension of Conditional Use for Outdoor Seating. The conditional use requirements set forth in the City of Jacksonville Beach Code of Ordinances, Chapter 34, Sections 34-231 and 34-407, related to outdoor sale and service of food and outdoor seating for restaurants only, are hereby temporarily suspended, subject to the following limitations:

- (1) The outdoor restaurant seating area shall be contiguous to the licensed restaurant and located on private property.
- (2) The outdoor restaurant seating area shall not serve alcoholic beverages outside of previously approved areas for service and sale of alcoholic beverages as approved under required State licenses.
- (3) The outdoor restaurant seating area shall not adversely impact the use of a sidewalk or public right of way.
- (4) The outdoor restaurant seating area shall not block ingress or egress to ADA parking, or other ADA accessibility.
- (5) The outdoor restaurant seating area may not be in violation of required fire and life safety codes.
- (6) The outdoor restaurant seating area shall be no greater in size than the indoor restaurant seating area.
- (7) The outdoor restaurant seating area, if located in a parking area, shall be surrounded by a temporary barrier at least three feet in height, with at least two entrance/exit ways of no more than four feet in width.
- (8) No amplified music or other sounds shall be permitted in violation of City of Jacksonville Beach Code of Ordinances, Chapter 18 – Noise.

SECTION 3. Enforcement to Protect the Public's Health, Safety and Welfare. In the event the temporary suspension of Conditional Use requirements as set forth in Section 2 hereof is determined by the appropriate enforcement official to cause harm to the health, safety, or welfare of the public, said enforcement official may enforce the provisions of City of Jacksonville Beach Code of Ordinances, Chapter 34, Sections 34-231 and 34-407, through its normal course of action, had this temporary suspension not been approved.

SECTION 4. No Private Property Rights Established. No private property rights are established for the uses authorized hereunder due to the temporary suspension of the Conditional Use requirements for outdoor seating for restaurants. All property owners, tenants, and operators shall continue to comply with all other applicable laws, rules, or regulations not addressed in this Resolution.

SECTION 5. 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 6. 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 7. Sunset. This temporary suspension shall automatically sunset and expire 12 months after the effective date hereof, unless extended or revoked sooner through official action of the City Council.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this _____ day of _____, A.D. 2021.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk