



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Monday, October 4, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

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

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 Briefing held on September 13, 2021
- B. Special Council Meeting held on September 20, 2021 (Budget Adoption)
- C. Regular Council Meeting held on September 20, 2021
- D. Council Workshop held on September 23, 2021 (Charter Review)

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Approve/Disapprove the application to rename the Tennis Center at Huguenot Park to Jax Beach Tennis Club
- B. Award/Reject RFQ 06-2021 Continuing Professional Engineering Services to multiple firms and, if awarded, authorize the Mayor and City Manager to negotiate and execute the final contracts.
- C. Approve/Disapprove an Agreement with St. Johns River Water Management District for grant funding for the Penman Road Septic to Sewer Project in an amount up to \$45,000
- D. Approve/Disapprove the Final Plat for 2nd Avenue South, Replat of Lot 6 Block 20, Pablo Beach South

- E. Approve/Disapprove the Final Plat for 3rd Avenue South, Replat of the west half of Lot 2 and all of Lot 3, Block 40, Pablo Beach
- F. Approve/Disapprove the Final Plat for 1st Avenue North, Replat of Lots 8, 9, and 10, Pine Grove Unit 3
- G. Approve/Disapprove renewals (effective January 1, 2022) with:
 - Florida Blue for medical insurance;
 - MetLife for dental insurance;
 - Superior Vision for voluntary vision insurance;
 - Standard for life insurance and AD&D; and
 - Voya for voluntary critical illness, gap, and accident insurance.

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2092-2021 amending the Position Classification and Pay Plan for Managerial, Professional, and Administrative (nonunion) Positions effective October 5, 2021

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2021-8167 amending PUD Ordinance No. 7411, as amended, supplementing the comprehensive zoning regulations on the first reading, and schedule a second reading for October 18, 2021

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.

The Council Briefing began at 5:30 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 Planning and Development Heather Ireland, and Consultant Jim Gilmore.

Purpose of Briefing

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

City Manager

Construction Fencing Requirements

Director of Planning and Development Heather Ireland stated at the June 28, 2021, regular Community Redevelopment Agency (CRA) meeting, some Board members expressed a desire to consider amendments to Section 34-406 of the Land Development Code (LDC) to include requirements and regulations for construction fencing in the downtown area.

Conversation ensued regarding OSHA requirements, current LDC language, and different types of fencing options. It was the consensus of the Council to include fencing wraps as part of a CRA Incentive Toolbox.

Downtown CRA Expansion

Ms. Ireland advised that during the July 29, 2021, Council Briefing, Mayor Hoffman asked the Council for their opinion on expanding the Downtown CRA District across 3rd Street. The Council requested this topic be presented at an upcoming briefing.

Conversation ensued regarding "Finding of Necessity" and expansion boundaries. The Council requested Ms. Ireland and Jim Gilmore with the Southern Group explore boundary options, "Finding of Necessity" reasons, cost estimates, and to present the information during a future briefing.

Outdoor Restaurant Areas

Ms. Ireland stated the Council previously indicated support for amendments to Section 34-407 of the Land Development Code (LDC) in regards to outdoor restaurants and bars, specifically as it pertained to the ratio of allowable outdoor seating and calculations to qualify for a special restaurant (SRX) alcoholic beverage license (4COP).

Ms. Ireland presented the Council with the following summary of proposed amendments to consider:

1. Amend the definition of outdoor restaurant to add language that mirrors Section 18. Noise that says "... and has, in place, tables and chairs set up to accommodate patrons for seating during all hours of operation."
2. Allow outdoor restaurant area, under 150 to 300 square feet at establishments where alcohol is not served, as a permitted use in certain commercial zoning districts where restaurants are permitted.
3. Remove the parking requirement for outdoor restaurant areas under 150-300 square feet.
4. Amend the outdoor restaurant area allowable ratio from 25% of the indoor restaurant space to 50% of the indoor restaurant seating area.
5. Allow outdoor restaurant seating areas to be used to compute the minimum seating or customer service area required to qualify for a 4COP (SRX) special restaurant alcoholic beverage license.
6. Require a hard and/or vegetative buffer around outdoor restaurant and bar areas that are immediately adjacent to existing residential uses.

The Council agreed to have staff proceed with an application to amend Section 34-407 of the Land Development Code.

Future Briefing Topics

Council Member Janson spoke about the empty lot on 6th Avenue North and Holly Drive. He stated the lot gets swampy and muddy and serves as a drainage basin for the area. Mr. Janson stated he would like to see the City better utilize the lot or possibly include it in the upcoming Urban Trails or park plan. Conversation ensued regarding the ownership and history of the lot, and Mr. Staffopoulos suggested staff gather information on the lot and revisit the topic at the beginning of 2022. The Council agreed.

Council Member Golding recommended the City become members of the American Flood Coalition. She stated a representative from the American Flood Coalition would be willing to speak with the Council to provide more information about membership and the organization. The Council agreed to allow for a five-minute presentation at an upcoming briefing.

Ms. Golding stated a resident sent her an email [on file] seeking permission to dredge the marsh behind his home to allow access to the Intracoastal waterway for a boat. A discussion concerning the request followed, and the Council agreed the email should be forwarded to all Council Members for review. Once reviewed, the Council would decide if they would like to add this topic as a future briefing item.

Council Member Dumont spoke about the recently approved fee-simple properties being built. Ms. Dumont stated according to the newly created Strategic Plan, Priority 1 (Quality of Life), Goal 2 (Sustain and improve community character and the diversity of neighborhoods), Objective 1 (Update the LDC references to support community desired character, intensity, and mixed-use), she proposed a moratorium on either townhouse and/or fee-simple properties resulting in making

future properties non-conforming. After a discussion regarding the legality of placing a moratorium on new construction, it was decided by the Council to postpone any further discussion of the topic until the incoming City Attorney (Ms. Sandra Robinson) had a chance to review it.

Council Member Nichols thanked the City for utilizing the tree program offered by the City of Jacksonville. He also mentioned the desire for east and west mixed-used paths throughout neighborhoods. Mr. Staffopoulos stated the Urban Trail Master Plan would include mixed-use trails throughout the entire City. Mr. Staffopoulos stated a briefing would be after the first of the year regarding the Urban Trail development.

Mayor Hoffman requested an update on the Gantt chart previously presented by Mr. Staffopoulos.

Conversation ensued regarding being concise when bringing up future briefing topics. It was suggested by Mr. Staffopoulos to schedule a briefing between the new City Attorney and members of Council regarding future topics of interest.

Mayor Hoffman also provided an update on the recent Downtown Business Owner meeting.

Committee Assignment Report

Mr. Stokes and Ms. Golding stated they had committee assignment updates but deferred them until a future Council Briefing.

The Briefing adjourned at 7:40 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Special City Council Meeting
held Monday, September 20, 2021, at 5:45 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



CALL TO ORDER:

Mayor Christine Hoffman called the meeting to order at 5:45 P.M.

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, City Department Heads, Chief Financial Officer Ashlie Gossett, Budget Officer AJ Souto, and City Clerk Sheri Gosselin.

PURPOSE OF MEETING

Mayor Hoffman stated the purpose of the meeting was to:

- 1) Adopt Resolution No. 2088-2021 adopting the Millage Rate for Fiscal Year 2021-2022 of \$3.9947 mills.
- 2) Adopt Resolution No. 2089-2021 adopting the Operating Budget for Fiscal Year 2021-2022 of \$179,058,353.

Mayor Hoffman read the following statement into the record:

The first item to be discussed is the Millage Rate.

- The budget for the City of Jacksonville Beach was prepared using a millage rate of \$3.9947 mills. The rolled-back rate is \$3.8209 mills. The proposed millage rate of \$3.9947 mills is 4.55% more than the rolled-back rate.

The second item to be discussed is the Operating Budget.

- The operating budget for Fiscal Year 2021-2022 is \$179,058,353.

Mayor Hoffman opened the Public Hearing.

No one came before the Council to speak.

Mayor Hoffman closed the public hearing.

MILLAGE RATE – FY 2021-2022

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the Millage Rate.

There was no discussion by Council.

Roll call vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The motion carried.

OPERATING BUDGET – FY 2021-2022

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the Operating Budget for Fiscal Year 2021-2022 as \$179,058,353.

There was no discussion by Council.

Roll call vote: Ayes - Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion carried.

Chief Financial Officer Ashlie Gossett stated for the record the Council voted to adopt Resolutions 2088-2021 (Millage Rate – FY2021-2022) and Resolution 2089-2021 (Operating Budget – FY 2021-2022).

ADJOURNMENT

There being no further business coming before the Council, Mayor Hoffman adjourned the meeting at 5:53 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approval:

Christine H. Hoffman, Mayor

Date:_____

**Minutes of Regular City Council Meeting
held Monday, September 20, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Dan Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, Director of Human Resources Kimberlee Bennett, Golf Course Superintendent Trevor Hughes, Director of Public Works Dennis Barron, 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:

- Regular Council Meeting held on September 7, 2021
- Special City Council Meeting held on September 8, 2021 (Tentative Budget Adoption)

ANNOUNCEMENTS:

Mayor Hoffman announced the new City website would roll out on September 22, 2021. She thanked the staff for their efforts. Mayor Hoffman announced the funds had been raised to purchase the Small Islands, led by the North Florida Land Trust, which would help preserve the marshland just north of Butler Boulevard.

Council Member Golding reminded everyone of the Virtual Charter Review meetings scheduled for September 23 and September 27, 2021.

COURTESY OF THE FLOOR TO VISITORS: *None*

MAYOR AND CITY COUNCIL: *No items*

CITY CLERK: *No items*

CITY MANAGER:

Item A Accept/Reject the Monthly Financial Reports for August 2021

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

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

Item B Approve/Disapprove the purchase of the Learning Management System and Onboarding software from NEOGOV, and declare NEOGOV a Sole Source Provider for future purchases

Director of Human Resources Kimberlee Bennett said the learning management system would allow them to track and organize training and the onboarding software would allow them to deliver an engaging experience for new hires. Ms. Bennett explained this purchase was not part of the ERP project, and was expected to continue after the initial three-year period.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the purchase of the Learning Management System and Onboarding software from NEOGOV, and declare NEOGOV a Sole Source Provider for future purchases.

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

Item C Approve/Disapprove the Reinforced Concrete Median Barrier Project with AWA Contracting Company, Inc.

Director of Public Works Dennis Barron said the Community Redevelopment Agency (CRA) requested a new, more attractive barrier. He said the 38” height was from the original South Beach Parkway project plans.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award the Reinforced Concrete Median Barrier Project with AWA Contracting Company, Inc.

Discussion: A discussion ensued related to the height of the barriers, visibility issues, and incorporating art on the barriers. Mr. Barron responded the barriers could be lower, and art could be incorporated if the Council wanted it.

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

Item D Award/Reject RFP 05-2021 Elevated Tank Maintenance to Tank Rehab, LLC (Primary), and Utility Services Co., Inc. (Secondary)

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve RFP 05-2021 Elevated Tank Maintenance to Tank Rehab, LLC (Primary), and Utility Services Co., Inc. (Secondary).

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

Item E Award/Reject Bid No. 2021-09 Ocean Terrace Drainage Improvements (Jax Drive) to Callaway Contracting, Inc., and Construction Administration Services to Hanson Professional Services in the amount of \$5,254,066, including contingencies

Mr. Barron stated this was for the Jacksonville Drive/Ocean Terrace Drainage Improvement program. He said the engineer's completion estimate was 270 days, but it had increased to 365 days, partly due to the potential for labor issues, non-construction days, and other slowdowns or shortages. Mr. Barron advised they would make every effort to notify residents of upcoming construction. They already held one open house on August 4, 2021.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award Bid No. 2021-09 Ocean Terrace Drainage Improvements (Jax Drive) to Callaway Contracting, Inc., and Construction Administration Services to Hanson Professional Services in the amount of \$5,254,066, including contingencies.

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

Item F Award/Reject Bid No. 2021-12 - FY2021 Water Main Improvements to MAER Homes, LLC, d/b/a MAER Construction, and Construction Administration Services to JonesEdmunds in the total amount of \$927,753 including contingencies

Mr. Barron noted this was a routine yearly project. He described how they collected data to allow for a more proactive stance regarding line replacement. He also described the process used to identify 36th Avenue South for inclusion in the project.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award Bid No. 2021-12 - FY2021 Water Main Improvements to MAER Homes, LLC, d/b/a MAER Construction, and Construction Administration Services to JonesEdmunds in the total amount of \$927,753, including contingencies.

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

Item G Award/Reject Bid No. 2021-13 Dune Walkover Construction to Bayshore Construction, Inc.

Mr. Barron said the total budget had been \$700,000 (\$500,000 in the CRA and \$200,000 outside the CRA).

Public Hearing:

- Kevin Brown, 1833 Kings Court, Jacksonville Beach, asked about the 16 Avenue South access. He suggested using ramps instead of steps, making them wider, and increasing the elevation to keep sand off.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award Bid No. 2021-13 Dune Walkover Construction to Bayshore Construction, Inc.

Discussion: Discussion ensued regarding walkover construction specifications, barriers and ways to identify the different locations of walkovers.

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

Item H Award/Reject Bid No. 2021-14 Plumbing, Electrical and HVAC to the Lowest Qualified Bidders, Vanguard Electrical Contractors, Inc. (Electrical Services) and B & G Refrigeration Co. Inc. (HVAC Services)

Chief Financial Officer Ashlie Gossett advised this was a new three year issuance, with an additional three one-year extensions, for a total of six years. There had been no respondents for plumbing services, so they would likely reissue the request in a few months.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award Bid No. 2021-14 Plumbing, Electrical and HVAC to the Lowest Qualified Bidders, Vanguard Electrical Contractors, Inc. (Electrical Services) and B & G Refrigeration Co. Inc. (HVAC Services).

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

Item I Award/Reject Bid No. 2021-15 Golf Course Construction Services to MacCurrach Golf Construction, Inc.

Golf Course Superintendent Trevor Hughes stated they needed to address routing and safety concerns, noting the golf course was built on a landfill. Other issues included drainage and updating the irrigation system.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award Bid No. 2021-15 Golf Course Construction Services to MacCurrach Golf Construction, Inc.

Roll Call Vote: Ayes – Janson, 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 6:56 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

The Council Workshop began at 5:33 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, Director of Planning and Development Heather Ireland, City Clerk Sheri Gosselin, and Attorney Cliff Shepard.

Purpose of Workshop

The purpose of the workshop was to review Sections 46 through 51 of the City's Charter and recommend any revisions.

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

- Section 46. General powers of taxation.
- Section 47. Remedies for enforcing obligations due city.
- Section 48. Power to grade and fix license and occupation taxes.
- Section 49. Liens are negotiable.
- Section 50. Specific powers.
- Section 51. Additional powers.

Conversation ensued regarding Section 50 on the topic of the number of SRX (Special Restaurant) liquor licenses allowed in the City. It was the consensus of the Council to hold a separate meeting to discuss this specific topic further. Mr. Staffopoulos said staff would provide a list of information available to the Council to assist in the decision-making process.

The consensus of the Council was to move forward with the proposed changes. 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.

Mr. Staffopoulos sought direction from the Council related to the use of the City garage by Dial-a-Ride for repairs beyond the allotted dollar amount. The consensus of the Council was for staff to put a process in place to use the City garage for repairs and pay for services beyond allocation.

Mr. Staffopoulos stated the next Charter Review Workshop would be held September 27, 2021.

The workshop adjourned at 6:12 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:	Jason Phitides, Director Parks and Recreation
DATE:	09/03/2021
SUBJECT:	Renaming the Tennis Center at Huguenot Park

BACKGROUND

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

During the Council Briefing on August 9, 2021, staff requested City Council's direction on potentially renaming Huguenot Park based on community outreach surveys that included residents and tennis members.

The consensus provided by the City Council was approval to rename the Tennis Center at Huguenot Park to Jax Beach Tennis Club. The City Council also directed staff to conduct further outreach regarding the potential renaming of Huguenot Park.

FINANCIAL IMPACT

Cost to create new signage for the tennis facility is approximately \$1,500. Staff will monitor the costs associated with this effort and the Tennis Center division budget will be amended as necessary.

REQUESTED ACTION

Approve/Disapprove the application to rename the Tennis Center at Huguenot Park to Jax Beach Tennis Club

ATTACHMENTS

1. Application for Renaming Huguenot Tennis Center



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

Building/Facility Naming or Renaming Application

Applicant Name: COJB - Parks and Recreation

Address: 2508 South Beach Parkway, Jacksonville Beach, FL 32250

Phone: 904-247-6236

E-Mail: Recreation@jaxbchfl.net

Location of City building or facility to be renamed: Tennis Facility at Huguenot Park

Honoree to be Recognized: n/a

Proposed Name: **Jax Beach Tennis Club**

Please Check all that apply:

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

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

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

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

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

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

_____ The Honoree volunteered 10 or more years of service to the community.

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



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	08/18/2021
SUBJECT:	RFQ 06-2021 Continuing Professional Engineering Services

BACKGROUND

The City continuously has a need for engineering services and technical advice for construction projects, engineering studies, and review for various City departments. Over the past five years, the City has utilized continuing contracts with four engineering firms to provide these services, with good results. The current contracts with the City of Jacksonville Beach's continuing professional engineering services expired on September 30, 2021. The Public Works (PW) Department submitted a Request for Proposals (RFP) in July 2021. The City received 20 responses from interested firms.

Qualified firms wishing to be considered for this contract were evaluated based on the following:

- Capabilities of Firm
- Past Project Performance
- Project Team
- Financial Responsibility
- Contract Administration
- Proximity

An evaluation committee from PW consisting of the Director of PW (in extended absence of the City Engineer), the Project Engineer, and the Construction Project Manager evaluated the responses. The selection committee and PW recommend the City enter into contracts with the following 10 firms based on the scoring as submitted.

GAI Consultants, Inc.	87.66
Jones Edmunds & Associates, Inc.	86
Four Waters Engineering, Inc.	83.66
Hanson Professional Services, Inc.	81
England-Thims & Miller, Inc.	80.33
McKim & Creed, Inc.	80
Waitz and Moye, Inc.	79.66
CPH, Inc.	77.66
Wright-Pierce, Inc.	77



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Each firm has unique abilities and would afford the PW Department the flexibility to negotiate the best possible contract for each specific project and afford the ability to complete projects in a timely manner as multiple projects could run concurrently. For these reasons, staff recommends contract awards to each of the firms referenced above.

The engineering services contracts will be five-year terms, and separate Purchase Orders will be issued for each assigned project. Issuing engineering service orders to contracted firms is subject to the City's purchasing policies and availability of funds. An engineering service order would be issued subject to scope of services, development, and fee negotiation for a specific project.

If awarded, the Mayor and the City Manager will negotiate and execute the individual contracts with each firm to assure continuing professional engineering services are secured. Attached is the draft contract that will be the starting point for negotiations; each firm must submit a rate schedule as part of the submittal that has been requested.

For the link to RFQ No. 06-2021, click [HERE](#).
For the link to Addendum 1 to the RFQ, click [HERE](#).

FINANCIAL IMPACT

Professional Engineering Services are budgeted in the City's annual operating and capital improvement plan budgets.

REQUESTED ACTION

Award/Reject RFQ 06-2021 Continuing Professional Engineering Services to multiple firms and, if awarded, authorize the Mayor and City Manager to negotiate and execute the final contracts.

ATTACHMENTS

1. RFQ 06-2021 Notice of Intent to Negotiate Satisfactory Contract
2. Draft Contract for Continuing Professional Engineering Services
3. Continuing Professional Engineering Services.Exhibit B

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 NEGOTIATE SATISFACTORY CONTRACT

Date: September 8, 2020
From: Luis F. Flores, Property and Procurement Officer
RE: **RFQ No. 06-2021 Continuing Professional Engineering Services**

Recommendation will be presented to the City Manager for:

RFQ Number: 06-2021
Title: Continuing Professional Engineering Services
Negotiate with: **GAI Consultants, Inc.**
Jones Edmunds & Associates, Inc.
Four Waters Engineering, Inc.
Hanson Professional Services, Inc.
England-Thims & Miller, Inc.
McKim & Creed, Inc.
Waitz and Moye, Inc.
CPH, Inc.
Wright-Pierce, Inc.

Attached is the Selection Committee Collective Summary.

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

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



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

We would like to thank each respondent for their submittal.

Luis F. Flores

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

Criteria 1 - Capabilities of Firm (20 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Alliant Engineering, Inc.	5	13	14	10.66666667
CHW	15	13	16	14.66666667
Construction and Engineering Services Consultants, Inc.	10	16	14	13.33333333
CPH, Inc.	15	17	17	16.33333333
Crawford, Murphy, and Tilly, Inc.	15	13	16	14.66666667
Dewberry Engineers, Inc.	15	15	14	14.66666667
Eisman & Russo, Inc.	5	18	16	13
England-Thims & Miller, Inc.	15	19	15	16.33333333
EXP U.S. Services, Inc.	10	14	14	12.66666667
Four Waters Engineering, Inc.	15	18	18	17
GAI Consultants, Inc.	15	19	20	18
Halff Associates, Inc.	10	17	15	14
Hanson Professional Services, Inc.	15	16	17	16
JBrown Professional Group, Inc.	5	13	14	10.66666667
Jones Edmunds & Associates, Inc.	15	19	19	17.66666667
McKim & Creed, Inc.	15	17	17	16.33333333
Waitz and Moye, Inc.	15	17	15	15.66666667
WGI, Inc.	15	13	17	15
Wood Environment and Infrastructure Solutions, Inc.	15	13	16	14.66666667
Wright-Pierce, Inc.	10	16	17	14.33333333

Criteria 2 - Past Project Performance (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Alliant Engineering, Inc.	10	12	14	12
CHW	15	12	16	14.33333333
Construction and Engineering Services Consultants, Inc.	10	17	14	13.66666667
CPH, Inc.	15	18	17	16.66666667
Crawford, Murphy, and Tilly, Inc.	15	11	16	14
Dewberry Engineers, Inc.	17	12	18	15.66666667
Eisman & Russo, Inc.	10	16	16	14
England-Thims & Miller, Inc.	15	18	15	16
EXP U.S. Services, Inc.	15	12	14	13.66666667
Four Waters Engineering, Inc.	15	16	17	16
GAI Consultants, Inc.	17	18	18	17.66666667
Halff Associates, Inc.	10	16	15	13.66666667
Hanson Professional Services, Inc.	18	16	17	17
JBrown Professional Group, Inc.	10	12	15	12.33333333
Jones Edmunds & Associates, Inc.	18	18	17	17.66666667
McKim & Creed, Inc.	15	17	16	16
Waitz and Moye, Inc.	15	17	16	16
WGI, Inc.	10	14	17	13.66666667
Wood Environment and Infrastructure Solutions, Inc.	15	12	16	14.33333333
Wright-Pierce, Inc.	15	15	16	15.33333333

Criteria - 3 Project Team (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Alliant Engineering, Inc.	10	8	12	10
CHW	15	11	14	13.33333333
Construction and Engineering Services Consultants, Inc.	10	16	10	12
CPH, Inc.	10	15	15	13.33333333
Crawford, Murphy, and Tilly, Inc.	15	12	14	13.66666667
Dewberry Engineers, Inc.	15	12	17	14.66666667
Eisman & Russo, Inc.	10	15	15	13.33333333
England-Thims & Miller, Inc.	10	17	16	14.33333333
EXP U.S. Services, Inc.	10	14	14	12.66666667
Four Waters Engineering, Inc.	15	18	18	17
GAI Consultants, Inc.	15	20	17	17.33333333
Halff Associates, Inc.	15	14	15	14.66666667
Hanson Professional Services, Inc.	15	16	16	15.66666667
JBrown Professional Group, Inc.	10	12	15	12.33333333
Jones Edmunds & Associates, Inc.	15	15	18	16
McKim & Creed, Inc.	15	14	16	15
Waitz and Moye, Inc.	15	18	15	16
WGI, Inc.	15	13	14	14
Wood Environment and Infrastructure Solutions, Inc.	15	13	17	15
Wright-Pierce, Inc.	15	14	16	15

Criteria - 4 Financial Responsibility (10 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Alliant Engineering, Inc.	5	5	10	6.66666667
CHW	7	7	10	8
Construction and Engineering Services Consultants, Inc.	5	7	10	7.33333333
CPH, Inc.	7	8	10	8.33333333
Crawford, Murphy, and Tilly, Inc.	7	7	10	8
Dewberry Engineers, Inc.	7	7	10	8
Eisman & Russo, Inc.	7	8	10	8.33333333
England-Thims & Miller, Inc.	7	9	10	8.66666667
EXP U.S. Services, Inc.	7	7	10	8
Four Waters Engineering, Inc.	5	8	10	7.66666667
GAI Consultants, Inc.	7	9	10	8.66666667
Halff Associates, Inc.	7	8	10	8.33333333
Hanson Professional Services, Inc.	7	7	10	8
JBrown Professional Group, Inc.	5	5	10	6.66666667
Jones Edmunds & Associates, Inc.	7	8	10	8.33333333
McKim & Creed, Inc.	7	7	10	8
Waitz and Moye, Inc.	7	8	10	8.33333333
WGI, Inc.	7	6	10	7.66666667
Wood Environment and Infrastructure Solutions, Inc.	7	7	10	8
Wright-Pierce, Inc.	7	8	10	8.33333333

Criteria - 5 Contract Administration (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Alliant Engineering, Inc.	10	14	12	12
CHW	15	15	16	15.33333333
Construction and Engineering Services Consultants, Inc.	18	20	18	18.66666667
CPH, Inc.	15	12	17	14.66666667
Crawford, Murphy, and Tilly, Inc.	15	15	15	15
Dewberry Engineers, Inc.	15	14	16	15
Eisman & Russo, Inc.	18	20	18	18.66666667
England-Thims & Miller, Inc.	15	20	16	17
EXP U.S. Services, Inc.	15	13	14	14
Four Waters Engineering, Inc.	15	16	17	16
GAI Consultants, Inc.	18	19	17	18
Halff Associates, Inc.	15	12	15	14
Hanson Professional Services, Inc.	15	15	18	16
JBrown Professional Group, Inc.	10	12	16	12.66666667
Jones Edmunds & Associates, Inc.	18	19	18	18.33333333
McKim & Creed, Inc.	15	16	19	16.66666667
Waitz and Moye, Inc.	18	12	16	15.33333333
WGI, Inc.	15	13	17	15
Wood Environment and Infrastructure Solutions, Inc.	15	14	17	15.33333333
Wright-Pierce, Inc.	15	15	18	16

Criteria - 6 Proximity (10 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Alliant Engineering, Inc.	8	7	8	7.66666667
CHW	7	6	8	7
Construction and Engineering Services Consultants, Inc.	7	8	9	8
CPH, Inc.	8	8	9	8.33333333
Crawford, Murphy, and Tilly, Inc.	8	8	9	8.33333333
Dewberry Engineers, Inc.	8	8	7	7.66666667
Eisman & Russo, Inc.	8	7	9	8
England-Thims & Miller, Inc.	8	7	9	8
EXP U.S. Services, Inc.	7	6	8	7
Four Waters Engineering, Inc.	10	10	10	10
GAI Consultants, Inc.	8	7	9	8
Halff Associates, Inc.	8	8	8	8
Hanson Professional Services, Inc.	8	8	9	8.33333333
JBrown Professional Group, Inc.	5	6	8	6.33333333
Jones Edmunds & Associates, Inc.	8	7	9	8
McKim & Creed, Inc.	8	8	8	8
Waitz and Moye, Inc.	8	8	9	8.33333333
WGI, Inc.	7	6	8	7
Wood Environment and Infrastructure Solutions, Inc.	8	6	8	7.33333333
Wright-Pierce, Inc.	8	8	8	8

VENDOR	SCORE	Rank
GAI Consultants, Inc.	87.6666667	1
Jones Edmunds & Associates, Inc.	86	2
Four Waters Engineering, Inc.	83.6666667	3
Hanson Professional Services, Inc.	81	4
England-Thims & Miller, Inc.	80.3333333	5
McKim & Creed, Inc.	80	6
Waitz and Moye, Inc.	79.6666667	7
CPH, Inc.	77.6666667	8
Wright-Pierce, Inc.	77	9
Dewberry Engineers, Inc.	75.6666667	10
Eisman & Russo, Inc.	75.3333333	11
Wood Environment and Infrastructure Solutions, Inc.	74.6666667	12
Crawford, Murphy, and Tilly, Inc.	73.6666667	13
Construction and Engineering Services Consultants, Inc.	73	14
CHW	72.6666667	15
Halff Associates, Inc.	72.6666667	15
WGI, Inc.	72.3333333	17
EXP U.S. Services, Inc.	68	18
JBrown Professional Group, Inc.	61	19
Alliant Engineering, Inc.	59	20

THIS IS AN AGREEMENT effective as of October 4, 2021 ("Effective Date")

between

CITY OF JACKSONVILLE BEACH, FLORIDA
("CITY")

and

ENGINEER FIRM NAME
("ENGINEER / ARCHITECT").

ENGINEER will provide service requirements for three (3) basic categories:

- A. Engineering and other professional services relating to contractual construction and City executed construction projects, where the total estimated construction cost is not to exceed \$4,000,000, or as may be authorized under the current limits established by the Consultants Competitive Negotiation Act (CCNA) 287.055. The consultant services will result in:
1. Final design, including all sub-consultant work, and bid and construction documents (including permits) for implementing projects.
 2. If elected by the City, contract administration during the construction phase. Such services may include resident inspection, shop drawing approvals, field surveys, as-built drawings, warranty inspections or other services needed during and after construction.
- Services for the two parts listed above shall require separate fee negotiations.
- B. Professional services for the completion of planning or study activities resulting in reports and technical documents. The fee for each planning or study activity may not exceed \$500,000.00, or as may be authorized under the current limits established by the Consultants Competitive Negotiation Act (CCNA) 287.055.
- C. Technical advisory services for the review of construction design plans, reports, and technical documents submitted to and prepared by the City, and field and engineering issues.

CITY and ENGINEER / ARCHITECT in consideration of their mutual covenants as set forth herein agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER / ARCHITECT

1.01 Scope

- A. ENGINEER / ARCHITECT shall provide the Basic and Additional Services set forth herein. The following procedures will be utilized during the selected project negotiations and assignment to the ENGINEER/ARCHITECT.
 - i. The CITY staff will issue a written scope of services for the selected project and forward to the ENGINEER/ARCHITECT. The Scope of Services will be forwarded to the selected engineering firm during the in-house meeting with the City staff to review and/or clarify what the project involves.
 - ii. The ENGINEER/ARCHITECT will submit a detailed Scope of Services and Design Fee proposal back to the CITY staff for review. Fee Proposal will be per the established hourly rates referenced within **Exhibit C**.
 - iii. The CITY staff will review the submitted documents from the ENGINEER/ARCHITECT and determine if they are fair and reasonable, or if further negotiations are required.
 - iv. After final design fee agreement between the CITY staff and the ENGINEER/ARCHITECT have been agreed upon, the CITY staff will make a recommendation for the project approval to the appropriate authority level under the provisions of the city Purchasing Manual.
 - v. After approval by the appropriate authority level, a purchase order and Notice to Proceed will be issued.
- B. Upon this Agreement becoming effective, ENGINEER / ARCHITECT is authorized to begin Basic Services as stated on Page 1 of this Agreement and as set forth in the scope in **Exhibit A**.
- C. If authorized by CITY, the ENGINEER / ARCHITECT shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in **Exhibit B**.

ARTICLE 2 - CITY'S RESPONSIBILITY

2.01 General

- A. CITY shall have the responsibilities set forth herein including the following:
 - 1. Furnishing to the ENGINEER/ARCHITECT at no cost:
 - a. All available pertinent information including previous reports.

- b. All permit application and governmental inspection fees.
- c. Any other data relative to performance of the services for each project.

It is agreed that the accuracy and veracity of said information and data may be relied upon by the ENGINEER/ARCHITECT without independent verification of the same.

2. CITY's Representatives:

- a. Overall Direction: Director of Public Works
- b. Technical Coordination: Public Works Division Supervisor(s) and/or other City Department/Division Supervisor(s)
- c. Project Coordination: Construction Project Manager

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER / ARCHITECT'S services and compensation under this Agreement will be assigned after negotiations have been completed between the CITY and ENGINEER / ARCHITECT, and the project funding has been approved, under the provisions of the City Purchasing Manual. ENGINEER / ARCHITECT'S obligation to render services hereunder will be for a period determined during negotiations which may be reasonably required for the completion of said services.
- B. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Terms of Agreement

- A. This Agreement shall be effective from October 4, 2021 and will continue in effect through five (5) calendar years.

ARTICLE 4 - PAYMENTS TO ENGINEER / ARCHITECT

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER / ARCHITECT

- A. *For Basic Services.* CITY shall pay ENGINEER / ARCHITECT for Basic Services performed or furnished under Exhibit A, as set forth in the billing rates provided by the ENGINEER / ARCHITECT in **Exhibit C**. Each Scope of Services Assignment shall designate whether the Assignment shall be billed as Time and Materials or Lump Sum.
- B. *For Additional Services.* CITY shall pay ENGINEER / ARCHITECT for Additional Services performed or furnished after being approved by the CITY in writing in advance.
- C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, CITY shall pay ENGINEER / ARCHITECT for Reimbursable Expenses incurred by ENGINEER / ARCHITECT and ENGINEER / ARCHITECT's Consultants as set forth in **Exhibit C**.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER / ARCHITECT's standard invoicing practices and will be submitted to CITY by ENGINEER / ARCHITECT, unless otherwise agreed. All invoices shall reflect hours worked by task as reflected on the individual man-hour breakdown spreadsheet for both design and/or construction phase services that was provided by the ENGINEER / ARCHITECT and agreed to by the CITY staff at the time of the individual service assignment. The agreed upon fee shall be a not-to-exceed amount. The amount billed in each invoice will be calculated as set forth in **Exhibit C**.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CITY fails to make any payment due ENGINEER / ARCHITECT for services and expenses within 30 days after receipt of ENGINEER / ARCHITECT's invoice therefor, ENGINEER / ARCHITECT may, after giving seven days written notice to CITY, suspend services under this Agreement until ENGINEER / ARCHITECT has been paid in full all amounts due for services, expenses, and other related charges.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

In the event of any termination under paragraph 6.06, ENGINEER / ARCHITECT will be entitled to invoice CITY and will be paid in accordance with **Exhibit C** for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. *Records of ENGINEER / ARCHITECT's Costs.* Records of ENGINEER / ARCHITECT's costs pertinent to ENGINEER / ARCHITECT's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER / ARCHITECT's charges and upon CITY's timely request, copies of such records will be made available to CITY at cost.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER / ARCHITECT's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER / ARCHITECT's experience and qualifications and represent ENGINEER / ARCHITECT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER / ARCHITECT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER / ARCHITECT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER / ARCHITECT.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER / ARCHITECT under this Agreement will be the care and skill ordinarily used by members of ENGINEER / ARCHITECT's profession practicing under similar circumstances at the same time and in the same locality.
- B. ENGINEER / ARCHITECT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER / ARCHITECT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

- C. ENGINEER / ARCHITECT shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER / ARCHITECT shall serve as CITY's prime professional for the Project. ENGINEER / ARCHITECT may employ such ENGINEER / ARCHITECT's Consultants as ENGINEER / ARCHITECT deems necessary to assist in the performance or furnishing of the services. ENGINEER / ARCHITECT shall not be required to employ any ENGINEER / ARCHITECT's Consultant unacceptable to ENGINEER / ARCHITECT.
- D. ENGINEER / ARCHITECT and CITY shall comply with applicable Laws or Regulations and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CITY's responsibilities or to ENGINEER / ARCHITECT's scope of services, times of performance, or compensation.
- E. CITY shall be responsible for, and ENGINEER / ARCHITECT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CITY to ENGINEER / ARCHITECT pursuant to this agreement. ENGINEER / ARCHITECT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER / ARCHITECT.
- G. ENGINEER / ARCHITECT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER / ARCHITECT's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CITY without consultation and advice of ENGINEER / ARCHITECT.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER / ARCHITECT and CITY shall designate specific individuals to act as ENGINEER / ARCHITECT's and CITY's representatives with respect to the services to be performed or furnished by ENGINEER / ARCHITECT and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

- B. Prior to the CITY assigning any design and/or construction administration services, the CITY reserves the right to select the appropriate representative from the ENGINEER / ARCHITECT firm to be the designated representative during the design and/or construction phase of the services. Failure on the part of the ENGINEER / ARCHITECT firm to agree with the request for the appropriate personnel will be considered as not complying with the terms of this contract and could be considered grounds for not being assigned any future design and/or construction administration services.

6.03 Design without Construction Phase Services

- A. Should CITY provide Construction Phase services with either CITY's representatives or a third party, ENGINEER / ARCHITECT's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase.

6.04 Ownership and Use of Documents

- A. All drawings, specifications and copies thereof are and shall remain the property of ENGINEER / ARCHITECT until final payment by the CITY at which time they become property of the CITY. The ENGINEER / ARCHITECT shall submit to the CITY, upon final completion, four (4) sets of record drawings and specifications, one (1) set of as-built record mylars and one (1) set of record AutoCAD version 2000 or latest version, executed in D size and compiled on compact disk. CITY shall hold ENGINEER / ARCHITECT harmless from any future use of the drawings and specifications.

6.05 Insurance

General Provisions:

Hold Harmless: The CITY shall be held harmless and indemnified by the ENGINEER / ARCHITECT, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent that such loss is caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER / ARCHITECT and other persons employed or utilized by the ENGINEER / ARCHITECT in the performance of the contract.

Note that pursuant to Florida Statute 558.0035 an individual employee or agent of ENGINEER/ARCHITECT may not be held individually liable for negligence.

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

Proof of Carriage of Insurance & Naming CITY as Additional Insured:

ENGINEER / ARCHITECT shall furnish the CITY with satisfactory proof of carriage of the insurance required herein. The ENGINEER / ARCHITECT shall name the City of Jacksonville Beach (CITY) as an additional insured on the ENGINEER / ARCHITECT's, ENGINEER / ARCHITECT's sub-consultants or ENGINEER / ARCHITECT's subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance policies. The additional insured shall be provided the same coverage as the primary insured. The proof of carriage and a copy of all policies shall be required prior to commencement of any work on this project.

Insurance Requirements:

Insurance-Basic Coverages Required: The ENGINEER / ARCHITECT shall procure and maintain the following described insurance, except for coverage specifically waived by the CITY, on policies and with insurers acceptable to the CITY.

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

Except for workers compensation and professional liability, the ENGINEER / ARCHITECT's insurance policies shall be endorsed to name the CITY as an additional insured. In no case, however, shall coverage for the CITY as additional insured be any less than that for the ENGINEER / ARCHITECT to the extent of the CITY's interest arising from this agreement, contract or lease.

Workers Compensation Coverage XX Required Waived

The ENGINEER / ARCHITECT shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The ENGINEER / ARCHITECT shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage XX Required Waived

Commercial General Liability-Occurrence Form Required

If Commercial General Liability coverage is provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, and broad form property damage coverages.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Comprehensive General Liability

If Comprehensive General Liability Coverage is provided, it shall include at least:

Bodily injury and property damage liability for premise/operations, products/completed operations, independent contractors and property damage resulting from explosion, collapse or underground (x,c,u,) exposures.

Broad Form Comprehensive General Liability coverage, or its equivalent, with at least broad form contractual liability covering this agreement, contract or lease, personal injury liability and broad form property damage liability.

Amounts: Bodily Injury: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Property Damage: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Products/Completed Operations. XX Required Waived
Amounts: \$1,000,000 Aggregate

Business Auto Liability Coverage. XX Required Waived

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

Amounts: XX Same as General Liability

Professional Liability. XX Required _____ Waived

Amounts: XX Same as General Liability

Excess or Umbrella Liability Coverage.

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

Certificates of Insurance.

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

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

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

For Commercial General Liability coverage, the ENGINEER / ARCHITECT shall at the option of the CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

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

6.06 Termination

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

1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

- a. By CITY effective upon the receipt of notice by ENGINEER. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

6.07 Controlling Law

This Agreement is to be governed by the law of the state of Florida.

6.08 Successors, Assigns, and Beneficiaries

- A. CITY and ENGINEER / ARCHITECT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and ENGINEER / ARCHITECT (and to the extent permitted by paragraph 6.08.B the assigns of CITY and ENGINEER / ARCHITECT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CITY nor ENGINEER / ARCHITECT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.09 Dispute Resolution

- A. CITY and ENGINEER / ARCHITECT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CITY and ENGINEER / ARCHITECT have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such claims, disputes or other matters in question between the parties to this agreement which cannot be settled by negotiation shall be decided by the appropriate court of law.

6.10 Hazardous Environmental Condition

- A. CITY represents to ENGINEER / ARCHITECT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

- B. CITY has disclosed to the best of its knowledge to ENGINEER / ARCHITECT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is discovered by the ENGINEER / ARCHITECT, ENGINEER / ARCHITECT shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER / ARCHITECT's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER / ARCHITECT or any other party encounters a Hazardous Environmental Condition, ENGINEER / ARCHITECT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If ENGINEER / ARCHITECT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER / ARCHITECT's terminating this Agreement for cause, per Article 6.06 above.

6.11 Allocation of Risks

- A. Indemnification
 - 1. To the fullest extent permitted by law, ENGINEER / ARCHITECT shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER/ ARCHITECT or ENGINEER/ ARCHITECT's officers, directors, partners, employees, and ENGINEER/ ARCHITECT's Consultants in the performance and furnishing of ENGINEER/ ARCHITECT's services under this Agreement.
 - 2. To the fullest extent permitted by law, CITY shall indemnify and hold harmless ENGINEER/ ARCHITECT, ENGINEER/ ARCHITECT's officers, directors, partners, employees and ENGINEER/ ARCHITECT's Consultants from and against any and all costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CITY or CITY's officers, directors, partners, employees, and CITY's Consultants with respect to this Agreement or the Project.

6.12 Notices

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

6.13 Survival

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

6.14 Severability

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

6.15 Waiver

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

6.16 Headings

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

6.17 Right to Require Performance

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

a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

6.18 Extraordinary Occurrences

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

6.19 Engineer as Independent Engineer

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

6.20 Subcontracting

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

6.21 Nonexclusive Contract

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meaning indicated, which are applicable to both the singular and plural thereof:
1. *Change Order* - A document submitted by ENGINEER / ARCHITECT, which is signed by ENGINEER / ARCHITECT and CITY to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the ENGINEER / ARCHITECT Agreement.
 2. *Contract Price* - The moneys payable by CITY to ENGINEER / ARCHITECT for completion of the Services in accordance with the ENGINEER / ARCHITECT Agreement.
 3. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER / ARCHITECT to illustrate some portion of the Work.
 4. *Specifications* - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 5. *Supplementary Conditions* - That part of the Contract Documents, which amends or supplements the General Conditions.
 6. *Work* - The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.
 7. *Work Change Directive* - A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by CITY upon recommendation of the ENGINEER / ARCHITECT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order

following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit "A", "REQUEST FOR QUALIFICATIONS (RFQ #: 06-2021) CONTINUING PROFESSIONAL ENGINEERING SERVICES," consisting of 42 pages. Also includes the ENGINEER / ARCHITECT's proposal submitted as response to CITY's RFQ #: 06-2021.
- B. Exhibit "B", "RESIDENT PROJECT REPRESENTATIVE AGREEMENT," consisting of 4 pages.
- C. Exhibit "C", "Employee Classification Billing Rates," submitted by ENGINEER/ARCHITECT, consisting of 1 page.

8.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 18 inclusive, together with the Exhibits identified above) constitutes the entire agreement between CITY and ENGINEER / ARCHITECT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

CITY:

By: _____

Christine Hoffman

Title: _____ Mayor

Date Signed: _____

By: _____

Michael J. Staffopoulos

Title: _____ City Manager

Date Signed: _____

By: _____

Sheri Gosselin

Title: _____ City Clerk

Date Signed: _____

ENGINEER / ARCHITECT:

By: _____

Title: _____

Date Signed: _____

Witness: _____

Title: _____

Date Signed: _____

Witness: _____

Title: _____

Date Signed: _____

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460-A Shetter Avenue

Jacksonville Beach, Florida 32250

Address for Giving Notices:

Designated Representative:
(paragraph 6.02.A):

Dennis W. Barron, Jr., MBA

Title: Director of Public Works

Phone Number: 904-247-6219

Facsimile Number: 904-247-6117

Designated Representative:
(paragraph 6.02.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

EXHIBIT “B”
to Continuing Professional Engineering Services Contract Agreement
RESIDENT PROJECT REPRESENTATIVE (RPS) AGREEMENT

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF
AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR, ENGINEER shall endeavor to provide further protection for the CITY against defects and deficiencies in the Work; but, the furnishing of such services will not make the ENGINEER responsible for or give the ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the CITY and in the construction Contract Documents and are further limited and described as follows;

A. General

RPR as ENGINEER's agent at the site, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general, be with the ENGINEER and CONTRACTOR, keeping the CITY advised as necessary. RPR's dealing with subcontractors shall only by through or with full knowledge and approval of the CONTRACTOR. RPR shall generally communicate with the CITY with the knowledge of and under the direction of the ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review Progress Schedule, Schedule of Shop Drawing submittals and Schedule of Values prepared by the CONTRACTOR and consult with the ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings.
3. Liaison:
 - a. Serve as ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents, and assist the ENGINEER in serving as the CITY's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the CITY's on-site operations.

EXHIBIT "B"
to Continuing Professional Engineering Services Contract Agreement
RESIDENT PROJECT REPRESENTATIVE (RPS) AGREEMENT

- b. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive samples which are furnished at the site by the CONTRACTOR, and notify the ENGINEER of availability of samples for examination.
 - c. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise the ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating maintenance training are conducted in the presence of appropriate personnel and that the CONTRACTOR maintains adequate records thereof and observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.
- 6. Interpretation of Contract Documents:

Report to the ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to the CONTRACTOR, clarifications and interpretations as issued by the ENGINEER.

EXHIBIT "B"
to Continuing Professional Engineering Services Contract Agreement
RESIDENT PROJECT REPRESENTATIVE (RPS) AGREEMENT

7. Modifications:

Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with the RPR's recommendations to the ENGINEER. Transmit to the CONTRACTOR decisions as issued by the ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
- b. Keep a dairy or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish the ENGINEER periodic reports as required of progress of the Work and of the CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with the ENGINEER in advance of scheduled major tests, inspection or start of important phases of the Work.

10. Payment Requests:

Review applications for payment with the CONTRACTOR for compliance with the established procedure for the submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requests to the schedule of valves, work completed and materials and equipment delivered at the site but not incorporated in the Work.

EXHIBIT "B"
to Continuing Professional Engineering Services Contract Agreement
RESIDENT PROJECT REPRESENTATIVE (RPS) AGREEMENT

11. Certificates, Maintenance and Operation Manuals:

During the course of the Work, verify that certificates, maintenance and operational manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to the ENGINEER for review and forwarded to the CITY prior to final payment for the Work.

12. Completion:

- a. Before the ENGINEER issues a Certificate of Substantial Completion, submit to the CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of the ENGINEER, CITY, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.
2. Shall not exceed limitations of the ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect or the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Document.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than the CONTRACTOR.
7. Shall not authorize CITY to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others accept as specifically authorized by the ENGINEER.



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	09/01/2021
SUBJECT:	St. Johns River Water Management District Grant Funding for Penman Road Septic to Sewer Project

BACKGROUND

The City of Jacksonville Beach (COJB) Public Works (PW) Department applied for a grant to complete the septic to sewer conversion project on Penman Road that is currently designed and ready to bid for construction. This grant approval includes funding for the project at a rate of 25% of the approved work included in this project. This project includes providing for sewer to six premises that are currently operating on septic systems within the COJB limits. This project will eliminate the need for those individual septic tanks.

FINANCIAL IMPACT

This project was included in the FY2022 Capital Improvement Plan adopted by the City Council on 9/20/2021. This grant will provide the City with up to \$45,000 in matching funds to complete this project. Funds are budgeted in the Infrastructure Surtax fund in the following account: 151-00-0000-541-63-563000, and the budget will be amended as part of the FY2022 mid-year budget adjustment to record the additional grant funds.

REQUESTED ACTION

Approve/Disapprove an Agreement with St. Johns River Water Management District for grant funding for the Penman Road Septic to Sewer Project in an amount up to \$45,000

ATTACHMENTS

1. Cost-Share Agreement Between the St. Johns River Water Management District and the City of Jacksonville Beach

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND THE CITY OF JACKSONVILLE BEACH**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF JACKSONVILLE BEACH ("Recipient"), 1460-A Shetter Avenue, Jacksonville Beach, Fl 32250. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The State of Florida General Appropriations Act FY 2021 provides funding under line item 1641A to the District for water quality projects that reduce nutrients, total phosphorus (TP) and total nitrogen (TN) and restore flow to the Indian River Lagoon (IRL).

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its May 11, 2021 meeting, the Governing Board approved Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

City of Jacksonville Beach - Penman Road Septic Tank Phase-Out.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until May 16, 2022 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before February 16, 2022. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration

of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).

- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
 - (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2022, the cost-share agreement will be subject to termination and the funds subject to reallocation.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately 25% of the total Project cost, but in no event shall the District cost-share exceed \$45,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
 - (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
 - (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.
5. **PAYMENT OF INVOICES** Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor

and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$45,000.00, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

- (a) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (b) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (c) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (d) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (e) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (f) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The

Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
 - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT
 Sara Driggers, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida
 Phone: 386-312-2305
 Email: sdriggers@sjrwmd.com

RECIPIENT
 Kayle Moore, Project Manager
 City of Jacksonville Beach
 1460_A Shetter Avenue
 Jacksonville Beach, FL 32250
 Phone: 904-247-6213
 Email: kmoore@jaxbchfl.net

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Manager within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the

breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
 - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
 - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or

indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

18. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
19. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
 - (b) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
 - (c) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of §215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by §215.97(2), Fla. Stat., and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
 - (d) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
 - (e) **Monitoring.** In addition to reviews of audits conducted in accordance with §215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed

necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.

(f) Examination of Records. In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.

(g) Records Retention. Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

20. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY

TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

21. INDEPENDENT CONTRACTORS. The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

22. NON-LOBBYING. Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

23. PERMITS. Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

24. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any

public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

ATTACHMENT A - STATEMENT OF WORK
CITY OF JACKSONVILLE BEACH -
PENMAN ROAD SEPTIC TANK
PHASE-OUT

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY)2021-2022 to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Jacksonville Beach(Recipient) requested funding for their Penman Road Septic Tank Phase Out project for the not to exceed amount of \$45,000 ,towards the estimated construction cost of \$180,000 .This request was approved by the Governing Board. The Recipient is located in Duval County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to extend its sanitary sewer collections system to allow for the phase-out of six (6) septic tanks. The estimated water quality benefit is expected to result in a reduction of 180 lbs./yr. of TN and 24 lbs./yr. of TP. An estimated 0.0011 MGD of water conserved is also expected.

III. SCOPE OF WORK

The project consists of constructing 3 new manholes, approximately 520 linear feet of 8-inch sewer gravity main and sewer service laterals to provide service to one (1) multi-family residential (MFR) and four (4) single-family residential (SFR) properties currently on septic tanks, and provision for an additional service connection should an existing double-lot SFR property be redeveloped. Upon project completion and septic-to-sewer conversion, a total of 6 service connections (2 MFR and 4 SFR) will be transferred from onsite septic systems to the City's sewer system. The project also includes connecting the 5 residential properties to the sewer service laterals, properly abandoning the 6 existing septic tanks and restoring roadways, driveways and sod/landscaping as appropriate.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
 - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;
 - Written verification that the record drawings and any required final inspection reports for the project are received;
 - List of addresses and types of the properties connected, as well as proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber or a utility contractor or building contractor, or certification by a Licensed Professional Engineer.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is May 16, 2022. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	February 1, 2022	May 2, 2022

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 25% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$45,000 . It is anticipated that all expenditures will occur in FY2022.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, list of addresses and types of the properties connected, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient

may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2021. The District will not reimburse for any expenses prior to October 1, 2021.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Jacksonville Beach detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the construction tasks).

FY22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Septic to Sewer Conversion	\$180,000	\$45,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Contract #: 37188

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	CITY OF JACKSONVILLE BEACH -PENMAN ROAD SEPTIC TANK				
Recipient:	CITY OF JACKSONVILLE BEACH				
SJRWMD Contract Number:	37188		SJRWMD Project Manager:	Sara Driggers	
			Recipient's Project Manager:	Kayle Moore	

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Kayle Moore, Project Manager
The City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, Fl 32250

Phone: 904-247-6213
Email: kmoore@jaxbchfl.net

FROM: Sara Driggers , Project Manager

CONTRACT NUMBER: 37188

CONTRACT TITLE: City Of Jacksonville Beach - Penman Road Septic Tank Phase-Out

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

RECIPIENT’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(N/A agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Sara Driggers, District Project Manager

Acknowledged: _____ Date: _____
Sherrie Ashby, District Associate Procurement Specialist

c: Contract file
Financial Services



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
DATE:	09/02/2021
SUBJECT:	Final Plat for 2nd Avenue South, Replat of Lot 6 Block 20, Pablo Beach South

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into three fee-simple townhouses. The subject property, which consists of one platted lot of record, is located on the north side of 2nd Avenue South between 9th and 10th Street South. The property previously contained a single-family dwelling that was constructed in 1940. 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 prior to selling the individual townhouse lots.

The property is located in a Residential, multiple-family: RM-1 zoning district. The proposed subdivision received approval for Concept Plan for Plat from the Planning Commission in May of 2020 under PC#9-20, and received approval for Development Plan in December of 2020 under SP#20-7. The applicant's proposed site plan shows three attached fee-simple townhouse lots that meet the minimum Residential, multiple-family: RM-1 townhouse lot size and street frontage standards. Each of the three townhouses will be constructed to the RM-1 zoning district standards for townhouses.

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 2nd Avenue South, Replat of Lot 6 Block 20, Pablo Beach South

ATTACHMENTS

1. Final Plat 2nd Avenue South

A REPLAT OF LOT 6, BLOCK 20, PABLO BEACH SOUTH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 28 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

LOT 6, BLOCK 20, PABLO BEACH SOUTH, A SUBDIVISION ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF DUAL COUNTY, FLORIDA.

THIS IS TO CERTIFY THAT HOOSE B, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS 2ND AVENUE SOUTH, 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.

1. NO UTILITIES OTHER THAN BEACHES ENERGY SERVICES SHALL BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.

2. ELECTRIC ASSESSMENTS DEDICATED TO BRANCHES ENERGY SERVICES AND WHERE ABOVE GROUND EQUIPMENT, FACILITIES AND APPURTENANCES ARE PLACED SHALL REMAIN TOTALLY UNOBTURCATED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND 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 CONDUCT BY BEACHES ENERGY SERVICES WITHOUT PRIOR NOTICE, IN ORDER TO CONDUCT ANY WORK ASSOCIATED WITH THE EASEMENT AND UTILITY. REPLACEMENT OR RESTORATION OF THE INSTALLATION SHALL BE AT THE EXPENSE OF THE LOT OWNER.

HOOSE B, LLC
A FLORIDA LIMITED LIABILITY COMPANY

LLC, A FLORIDA LIMITED LIABILITY COMPANY

A FLORIDA LIMITED LIABILITY

8, 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 HOUSE B, LLC, LLC.

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

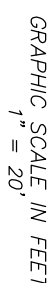
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION

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

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.

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



- 1) ● Denotes Permanent Reference Monument Set L.B. No. 8295
2) ■ Denotes Permanent Reference Monument Found As Noted.

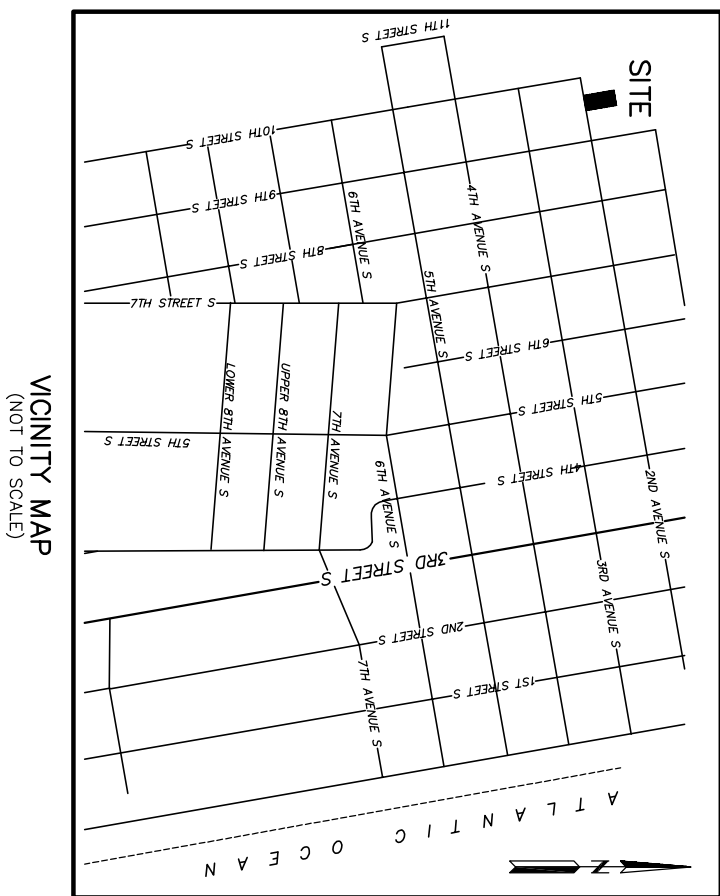
Unobstructed Drainage Easement

ABRÉVIATION	DEFINITION
P.R.M.	Permanent Reference Monument
P.O.B.	Point of Beginning
P.O.C.	Point of Curvature
P.R.C.	Point of Reverse Curvature
P.R.I.	Point of Intersection
O.R.	Official Records
D.B.	Deed Book
R.R.	Right of Way
Emt	Easement
P.P.	Radius Point
P.D.	Right of Way
D.D.	Unobstructed Driveway Easement
P.A.E.	Private Access Easement
L.B.	Licensed Business
P.L.S.	Professional Land Surveyor
J.F.S.	Jacksonville Fire Authority
E.P.S.	Emergency Services
EQUIP	Equipment
A.C.	Air Conditioner
C.A.T.K	Cable television
(F.M.)	Field Measured
L=	Radius equals
D=	Distance equals
C=	Chord
Conc.	Concave
U.D.E.	Unobstructed Drivage & Access Easement

This is to certify that the above lot is a true and correct representation of the lands surveyed, plotted and described above, that the survey was made under the undersigned's 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 177.091 F.S., Chapter 55-177 F.A.C. and chapter 34-490 Land Development Code of the City of Jacksonville, Beach.

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



(SHEET 1 OF 1)



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
DATE:	09/02/2021
SUBJECT:	Final Plat for 3rd Avenue South, Replat of the west half of Lot 2 and all of Lot 3, Block 40, Pablo Beach

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into six fee-simple townhouses located on the south side of 3rd Avenue South between 9th and 10th Streets South. The previous use of the property, which consists of one and a half platted lots of record, was multiple-family residential with two duplexes constructed in 1954. The applicant was advised by staff that they would need to receive final subdivision plan approval by City Council and record the final subdivision plat with the Duval County Clerk prior to selling the individual townhouse units.

The subject property is located in a Residential, multiple-family: RM-1 zoning district. The property received Concept Plan for Plat approval from the Planning Commission in June of 2020 under PC# 6-20, and received Development Plan approval in January of 2021 under SP#20-5. The townhouses will be constructed to the RM-1 zoning district standards. Each of the six townhouse lots shown on the attached proposed plat meet the minimum lot size requirements for RM-1 town house 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 3rd Avenue South, Replat of the west half of Lot 2 and all of Lot 3, Block 40, Pablo Beach

ATTACHMENTS

1. Final Plat 3rd Avenue 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:	09/02/2021
SUBJECT:	Final Plat for 1st Avenue North, Replat of Lots 8, 9, and 10, Pine Grove Unit 3

BACKGROUND

The applicant, Curtis Hart of Hart Resources, LLC, has applied to subdivide property that will be redeveloped into nine fee-simple townhouses in two buildings, located on the south side of 1st Avenue North, a half of a block east of Penman Road. The previous use of the property, which consists of three adjacent platted lots of record, was single family dwellings. 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 prior to selling the individual townhouse lots.

The subject property is located in a Commercial, general: C-2 zoning district. The project received Conditional Use approval by the Planning Commission in February of 2017 under PC#5-17, and in October of 2015 under PC#27-15. The property received Concept Plan for Plat approval from the Planning Commission in May of 2017 under PC#13-17, and in January of 2020 under PC#1-20. The project received Development Plan approval in November of 2020 under SP#18-5 and #19-3. Each of the nine townhouse lots shown on the attached proposed plat meets 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 1st Avenue North, Replat of Lots 8, 9, and 10, Pine Grove Unit 3

ATTACHMENTS

1. Final Plat 1st Avenue North

A REPLAT OF LOTS 8, 9 AND 10, PINE GROVE UNIT 3, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE 94 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOTS 8, 9 AND 10, PINE GROVE UNIT 3, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGE 94 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THIS IS TO CERTIFY THAT JMB REAL ESTATE CAPITAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND BGC 5, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ARE THE OWNERS OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS 1ST AVENUE NORTH, 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.

THE EASEMENT IS GRANTED AS 10' 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 PRESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES, LAMES, AND ELECTRIC EASEMENTS DEICED OR DEDICATED BY THIS PLAT TO UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. ALL LOTS ARE SUBJECT TO AN EASEMENT FOR ELECTRICAL DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, AND APPURTENANCES OVER, UNDER, ACROSS, AND ALONG A MINIMUM OF TEN (10) FEET IN WIDTH, STRIP OF LAND PARALLEL, AND CONCENTRIC WITH THE ROAD RIGHTS OF WAY (DENOTED AS 10' B.E.S. ELECTRIC EASEMENT). THE ABOVEAD 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 ENCLOSURES DEDICATED TO BEACHES ENERGY SERVICES AND WHERE ABOVE GROUND EQUIPMENT, FACILITIES AND APPURTEANCES ARE PLACED SHALL REMAIN TOTALLY UNOBSTRUCTED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND SPECIFICATIONS FOR EQUIPMENT CLEARANCES FROM SHRUBS, TREES, PLANTS, FENCES, AND OTHER OBJECTS.

3. CONSTRUCTION, 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, WITHOUT PRIOR NOTICE, IN ORDER TO CONDUCT ANY WORK ASSOCIATED WITH THE EASEMENT AND UTILITY REPLACEMENT OR RESTORATION OF THE INSTALLATION SHALL BE AT THE EXPENSE OF THE LOT OWNER.

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

WITNESS _____

 PRINT OR TYPE NAME

 ADAM RIGEL
 JWB REAL ESTATE CAPITAL, LLC,
 ITS MANAGER.

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 JMB REAL ESTATE CAPITAL, LLC.

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

TYPE OF IDENTIFICATION PRODUCED

PRINT OR TYPE NAME
ADAM RIGEL
BCEL 5, LLC
ITS MANAGER

NOTARY FOR BCEL 5, 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 BCEI 5, 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



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: Bearings are based on N89°07'00"E FOR THE SLY R/W LINE OF 1st AVE. N. (PEER PLAT.). (see note 8).

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 unaltered herein appear to fit the within Flood Zones (UNSHAED) as depicted on Flood Insurance Rate Maps, Community Panel No. 120078-017A, dated November 02, 2018. The FPM information noted 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 parties 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 an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities 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.

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

Statutes, this ____ day of _____, 2021.

Harlo Everett, P.L.S.

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 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 177.001 F. S., Chapter 50-17 F. A. C. and chapter 34-490 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



ABBREVIATION	DEFINITION
P.C.	Permanent Control Point
P.O.B.	Point of Beginning
P.Q.	Point of Curvature
P.R.C.	Point of Reverse Curvature
P.I.	Point of Intersection
R	Radius
R.W.	Official Record Volume/Book
R.D.B.	Record Book
Rg	Right of Way Restriction Line
R.L.	Right of Way Easement
R.P.	Radius Point
R.P.	Right of Way
R.P.	Right of Way
R.D.E.	Right of Way Easement
P.L.E.	Private Unobstructed Damage Easement
P.L.E.	Private Unobstructed Easement
P.L.S.	Licensed Business
P.S.	Professional Land Surveyor
P.S.	Professional Electric Authority
P.S.	Professional Engineering Services
Q.C.	Equipment
A/C	Air Conditioner
Q.A.T.V.	Cable Television
(r.M.)	Field Measured
R=	Radius equals
R=	Radius equals
Ch=	Chord bearing & distance equals
Ch=	Chord bearing & distance equals
Conc.	Delta or Central angle equals
Conc.	Conc. type
Unobstructed Damage & Access Easement	
Unobstructed Damage Easement	

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



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Kimberlee Bennett, Human Resources Director
DATE:	09/14/2021
SUBJECT:	Employee Insurance Renewals

BACKGROUND

Currently, the City of Jacksonville Beach employees and retirees are covered by multiple carriers for medical, dental, vision, life, and voluntary benefits. All of these benefits will renew January 1, 2022.

Florida Blue was able to provide the 2022 medical renewal at an increase of 5.7% due to ongoing good claim experience. Florida Blue also was able to lower three of the copays to Plan 50, decreasing primary care visits from \$35 to \$30, specialist visits from \$65 to \$55, and urgent care visits from \$70 to \$55. This would leave a projected annual cost to the City of Jacksonville Beach of \$2,972,625.36, which is an annual projected increase of \$160,487.28. The expected annual employee contribution is \$480,936.00.

MetLife will continue to offer three dental plan options: DHMO, a low PPO option, and a high PPO option with no plan changes and no rate increases for the City of Jacksonville Beach. The projected annual cost to the City of Jacksonville Beach is \$69,617.76.

Superior Vision will continue to offer vision benefits on a voluntary basis to employees without an increase.

The Standard will continue to offer Life Insurance and AD&D with no increased cost to the City of Jacksonville Beach. The projected cost to the City of Jacksonville Beach for basic life and AD&D is \$35,148.00. The Standard will also continue to offer voluntary life benefits along with short-term disability with no increased cost.

Voya will continue to offer critical illness, gap, and accident to employees with no increase.

FINANCIAL IMPACT

The City budgets for the cost of these insurance coverages on an annual basis. Staff monitors costs and works with vendors to ensure optimal coverage for our employees.

REQUESTED ACTION

Approve/Disapprove renewals (effective January 1, 2022) with:
Florida Blue for medical insurance;
MetLife for dental insurance;
Superior Vision for voluntary vision insurance;
Standard for life insurance and AD&D; and



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Voya for voluntary critical illness, gap, and accident insurance.

ATTACHMENTS

1. Employee Benefits 2022 (Pages 3, 4, 7, 8, and 9)

2022 Group Health Insurance Review

EFFECTIVE 1/1/2022

ALTERNATE 1 / CUSTOM PLAN 50

Florida Blue

CURRENT

Florida Blue

Blue Care
Plan 50
(HMO)
10/30/50
2k / 4k DED

Blue Options
Plan 03566
(PPO)
10/30/50
3k / 6k DED

IN NETWORK

Calendar Year Deductible (CYD)
Coinsurance (% Member Responsibility)
Maximum Out of Pocket
Deductible included in Out of Pocket Max
Embedded/Aggregate Family Deductible

\$2,000 / \$4,000
30%
\$5,500 / \$10,000
Yes
Embedded

\$3,000 / \$6,000
30%
\$6,000 / \$12,000
Yes
Embedded

OFFICE SERVICES

Primary Care Office Visit
PCP Required?
Specialist Office Visit
Telemedicine

\$35
Yes
\$65
BENEZON

\$35
No
\$50
BENEZON

PREVENTIVE SERVICES

Well Woman Visit, Well Child, Mammogram, Colonoscopy
(Primary/Specialist)

Covered 100%;
CYD Waived

Covered 100%;
CYD Waived

HOSPITAL SERVICES

Inpatient Hospital Visit
Outpatient Hospital Visit
Physician Services at Hospital or ER

\$100 PAD + CYD + 30%
CYD + 30%
CYD + 30%

CYD + 30%
CYD + 30%
CYD + 30%

EMERGENCY SERVICES

Emergency Room Visit
Ambulance Services
Urgent Care Visit

\$300
CYD + 30%
\$70

CYD + 30%
CYD + 30%
CYD + 30%

OTHER SERVICES

Independent Diagnostic Testing (X-rays)
Independent Diagnostic Testing (Adv Imaging)
Independent Clinical Lab
Mental Health / Substance Dependency

\$50
\$300
\$0
\$0

CYD + 30%
CYD + 30%
CYD + 30%

PHARMACY SERVICES

Creditable Coverage
Generic Mandatory
Pre-Authorization on Brand
Prescription Plan Deductible
Prescription Card (generic/brand/non-preferred)
Specialty Rx
Prescription Mail Order - 90 day supply

Yes
Yes
Yes
No
\$10 / \$50 / \$50
\$10 / \$30 / \$50
\$25 / \$75 / \$125

Yes
Yes
Yes
No
\$10 / \$30 / \$50
\$10 / \$30 / \$50
\$25 / \$75 / \$125

OUT OF NETWORK

Calendar Year Deductible (CYD)
Coinsurance (% Member Responsibility)
Maximum Out of Pocket
Deductible included in Out of Pocket Max

N / A
N / A
N / A
N / A

Combined with In-Network
50%
\$10,000 / \$20,000
Yes

DEPENDENT AGE OUT

Monthly Premiums

Employee Only
Employee + Spouse
Employee + Child(ren)
Family
Monthly Premium per Plan

173 20
26 3
38 3
26 1
263 27

\$552.16
\$1,106.37
\$1,050.95
\$1,771.86
\$210,293.76

\$690.73
\$1,374.39
\$1,306.01
\$2,195.28
\$24,051.08

Total Monthly Premium

\$234,344.84

\$24,051.08

\$247,718.78

5.7%

NOTE: \$35,000 Florida Blue Wellness Contribution for 2022 / Proshare 2 year Renewal (through 12/31/2023)

2022 Group Health Cost Comparison

EFFECTIVE 1/1/2022

		CURRENT		ALTERNATE 1 / CUSTOM PLAN 50	
		Florida Blue		Florida Blue	
		Blue Care	Blue Options	Blue Care	Blue Options
		Plan 50	Plan 03566	Plan 50	Plan 03566
		(HMO)	(PPO)	(HMO)	(PPO)
		10/30/50	10/30/50	10/30/50	10/30/50
		2k / 4k DED	3k / 6k DED	2k / 4k DED	3k / 6k DED
Monthly Premiums	173 20	\$552.16	\$690.73	\$584.12	\$725.27
	26 3	\$1,106.37	\$1,374.39	\$1,170.40	\$1,443.11
	38 3	\$1,050.95	\$1,306.01	\$1,111.77	\$1,371.31
	26 1	\$1,771.86	\$2,195.28	\$1,874.41	\$2,305.04
	263 27	\$210,293.76	\$24,051.08	\$222,465.08	\$25,253.70
Monthly Total Premiums:		\$234,344.84		\$247,718.78	
Percent Increase Over Current				6%	5%
Broker Fees - BILLED SEPARATELY					
Employee Only	173 20	\$17.92	\$17.92	\$17.92	\$17.92
	26 3	\$35.65	\$35.65	\$35.65	\$35.65
	38 3	\$33.88	\$33.88	\$33.88	\$33.88
	26 1	\$56.94	\$56.94	\$56.94	\$56.94
		\$6,794.94	\$623.93	\$6,794.94	\$623.93
Medical Loss Ratio Rebates applied					
Employee Only	173 20	\$0.00	\$0.00	\$0.00	\$0.00
	26 3	\$0.00	\$0.00	\$0.00	\$0.00
	38 3	\$0.00	\$0.00	\$0.00	\$0.00
	26 1	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
Total Monthly Premiums less MLR					
Employee Only	173 20	\$552.16	\$690.73	\$584.12	\$725.27
	26 3	\$1,106.37	\$1,374.39	\$1,170.40	\$1,443.11
	38 3	\$1,050.95	\$1,306.01	\$1,111.77	\$1,371.31
	26 1	\$1,771.86	\$2,195.28	\$1,874.41	\$2,305.04
		\$210,293.76	\$24,051.08	\$222,465.08	\$25,253.70
		\$234,344.84		\$247,718.78	
Employer Monthly Contributions:					
Employee Only	173 20	\$552.16	\$552.16	\$584.12	\$586.70
	26 3	\$790.00	\$790.00	\$854.03	\$858.72
	38 3	\$790.00	\$790.00	\$850.82	\$855.30
	26 1	\$1,200.00	\$1,200.00	\$1,302.55	\$1,309.76
		\$177,283.68	\$16,983.20	\$189,455.00	\$18,185.82
		\$194,266.88		\$207,640.82	
Employee Monthly Contributions:					
Employee Only	173 20	\$0.00	\$138.57	\$0.00	\$138.57
	26 3	\$316.37	\$584.39	\$316.37	\$584.39
	38 3	\$260.95	\$516.01	\$260.95	\$516.01
	26 1	\$571.86	\$995.28	\$571.86	\$995.28
		\$33,010.08	\$7,067.88	\$33,010.08	\$7,067.88
		\$40,077.96		\$40,077.96	
Employee Payroll Deductions:					
Employee Only	173 20	\$0.00	\$63.96	\$0.00	\$63.96
	26 3	\$146.02	\$269.72	\$146.02	\$269.72
	38 3	\$120.44	\$238.16	\$120.44	\$238.16
	26 1	\$263.94	\$459.36	\$263.94	\$459.36
		\$15,235.42	\$3,262.10	\$15,235.42	\$3,262.10
		\$33,010.08		\$33,010.08	
		\$40,077.96		\$40,077.96	
Total Employee Monthly Contribution					
		\$177,283.68		\$189,455.00	
Net Monthly Cost:		\$16,983.20		\$18,185.82	
Net Percentage Increase					
Net Percentage Increase		\$194,266.88		\$207,640.82	
Estimated Annual Cost (variable enrollment)		\$2,331,202.56		\$2,491,689.84	
				6.88%	
Estimated Annualized Difference				\$160,487.28	

EFFECTIVE 1/1/2022

	CURRENT				RENEWAL			
	MeLife				MeLife			
	DHMO	Low Option		High Option	DHMO	Low Option		High Option
	In-Network	In-Network	Out of Network	Out of Network	In-Network	In-Network	Out of Network	Out of Network
		\$50 / \$150	\$50 / \$150	\$50 / \$150		\$50 / \$150	\$50 / \$150	\$50 / \$150
Calendar Year Deductible		No	No	No		No	No	No
Type I Services - Preventive		100%	100%	100%		100%	100%	100%
Deductible Applies?		Yes	Yes	Yes		Yes	Yes	Yes
Cleaning/Exams		80%	80%	80%		80%	80%	80%
Full Mouth X-Rays		80%	80%	80%		80%	80%	80%
Type II Services - Basic		80%	80%	80%		80%	80%	80%
Deductible Applies?		Yes	Yes	Yes		Yes	Yes	Yes
Fillings		80%	80%	80%		80%	80%	80%
Extractions		80%	80%	80%		80%	80%	80%
Endodontic/ Periodontics		80%	80%	80%		80%	80%	80%
Type III Services - Major		80%	80%	80%		80%	80%	80%
Deductible Applies?		Yes	Yes	Yes		Yes	Yes	Yes
Crowns		50%	50%	50%		50%	50%	50%
Dentures		50%	50%	50%		50%	50%	50%
Implants		50%	50%	50%		50%	50%	50%
Annual Plan Maximum		\$1,000	\$1,000	\$5,000		\$1,000	\$1,000	\$5,000
Type IV Services - Orthodontia		Not Covered	Not Covered	50%		Not Covered	Not Covered	50%
Deductible Applies?		Not Covered	Not Covered	Up to Age 19		Not Covered	Up to Age 19	Up to Age 19
Orthodontia Dep Age Limit		Not Covered	Not Covered	\$1,000		Not Covered	Up to Age 19	\$1,000
Lifetime Orthodontia Max		Not Covered	Not Covered	Up to Age 26		Not Covered	Up to Age 26	Up to Age 26
Child / Student age limit		Up to Age 26	Up to Age 26	Up to Age 26		Up to Age 26	Up to Age 26	Up to Age 26
Annual Open Enrollment		Yes	Yes	Yes		Yes	Yes	Yes
Missing Tooth Exclusion Waived		No	No	No		No	No	No
R & C Out of Network		N / A	90th	90th		N / A	90th	90th
Rate Guarantee		1/1/2022				1/1/2023		
Monthly Premiums								
Employee Only	29 56 90	\$10.11	\$19.35	\$44.17		\$19.35	\$44.17	\$44.17
Employee + Spouse	4 12 33	\$17.70	\$27.93	\$95.24		\$27.93	\$95.24	\$95.24
Employee + Child(ren)	5 10 9	\$21.22	\$36.36	\$100.07		\$36.36	\$100.07	\$100.07
Family	3 24 17	\$29.83	\$55.23	\$160.28		\$55.23	\$160.28	\$160.28
Total Monthly Premium	41 102 149	\$559.58	\$3,107.88	\$10,743.61		\$3,107.88	\$10,743.61	\$10,743.61
			\$14,411.07			\$14,411.07		
						0%		
Employer Monthly Contributions								
Employee Only		\$10.11	\$19.35	\$20.85		\$19.35	\$20.85	\$20.85
Employee + Spouse		\$13.25	\$20.82	\$18.28		\$20.82	\$18.28	\$18.28
Employee + Child(ren)		\$13.25	\$21.59	\$18.28		\$21.59	\$18.28	\$18.28
Family		\$18.02	\$29.92	\$24.90		\$29.92	\$24.90	\$24.90
		\$466.50	\$2,267.42	\$3,067.56		\$2,267.42	\$3,067.56	\$3,067.56
			\$5,801.48			\$5,801.48		
Employee Monthly Deductions								
Employee Only		\$0.00	\$0.00	\$23.32		\$0.00	\$23.32	\$23.32
Employee + Spouse		\$4.45	\$7.11	\$76.96		\$7.11	\$76.96	\$76.96
Employee + Child(ren)		\$7.97	\$14.77	\$81.79		\$14.77	\$81.79	\$81.79
Family		\$11.81	\$25.31	\$135.38		\$25.31	\$135.38	\$135.38
Employee Payroll Deductions								
Employee Only	26	\$0.00	\$0.00	\$10.76		\$0.00	\$10.76	\$10.76
Employee + Spouse		\$2.05	\$3.28	\$35.52		\$3.28	\$35.52	\$35.52
Employee + Child(ren)		\$3.68	\$6.82	\$37.75		\$6.82	\$37.75	\$37.75
Family		\$5.45	\$11.68	\$62.48		\$11.68	\$62.48	\$62.48
RETIREE Monthly Premiums								
Employee Only	4 9 20	\$10.11	\$19.35	\$44.17		\$19.35	\$44.17	\$44.17
Employee + Spouse	2 7 13	\$17.70	\$27.93	\$95.24		\$27.93	\$95.24	\$95.24
Employee + Child(ren)	0 0 0	\$21.22	\$36.36	\$100.07		\$36.36	\$100.07	\$100.07
Family	2 3 0	\$29.83	\$55.23	\$160.28		\$55.23	\$160.28	\$160.28
	8 19 33	\$135.50	\$535.35	\$2,121.52		\$535.35	\$2,121.52	\$2,121.52
			\$2,792.37			\$2,792.37		

* Missing Tooth exclusion waived on High Plan 1/1/2021

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RETIREE ENROLLMENT / NO EMPLOYER CONTRIBUTION

2022 Group Vision Insurance Review

EFFECTIVE 1/1/2022

CURRENT (in Rate Guarantee)

	In-Network	Superior	Out of Network
Eye Exams	\$10 Copay		Up to \$33 Reimbursement
Contact Lens Exam	\$30 Allowance		No Reimbursement
Materials	\$10 Copay		N / A
Frames	\$125 Allowance		Up to \$58 Reimbursement
Lenses			Up to \$28 Reimbursement
Single	100% After Copay		Up to \$40 Reimbursement
Bifocal	100% After Copay		Up to \$53 Reimbursement
Trifocal	100% After Copay		Up to \$84 Reimbursement
Lenticular	100% After Copay		
Transitions	\$60 Copay		
Polycarbonate Lenses (under age 19)	100% After Copay		No Reimbursement
Polycarbonate Lenses (over age 19)	\$40 Copay		
Scratch Resistance	\$13 Copay		
Laser Vision	Discounted Pricing		
Contacts Lenses			
Medically Necessary	Up to \$250 Allowance after \$10 Copay		Up to \$210 Reimbursement
Elective	Up to \$120 Allowance after \$10 Copay		Up to \$100 Reimbursement
Benefit Frequency	Once every 12 Months		Once every 12 Months
Vision Exams	Once every 12 Months		Once every 12 Months
Spectacle Lenses	Once every 12 Months		Once every 12 Months
Frames	Once every 12 Months		Once every 12 Months
Contact Lens Allowance	Once every 12 Months		Once every 12 Months
Annual Open Enrollment	Yes	Yes	Yes
Network Used:	Superior National	Superior National	N / A
Child / Student age limit	Last day of the calendar year dependent attains age 26		
Rate Guarantee	1/1/2024		
Monthly Premiums:			
Employee Only		\$5.40	
Employee + Spouse		\$10.79	
Employee + Children		\$10.90	
Family		\$17.17	
Total Monthly Cost		\$1,968.58	
Employer Monthly Contributions			
Employee Only		\$0.00	
Employee + Spouse		\$0.00	
Employee + Children		\$0.00	
Family		\$0.00	
Employee Monthly Contributions			
Employee Only		\$5.40	
Employee + Spouse		\$10.79	
Employee + Children		\$10.90	
Family		\$17.17	
Employee Payroll Deductions			
Employee Only		\$2.49	
Employee + Spouse		\$4.98	
Employee + Children		\$5.03	
Family		\$7.92	
RETIREE Monthly Premiums			
Employee Only		\$5.40	
Employee + Spouse		\$10.79	
Employee + Children		\$10.90	
Family		\$17.17	
Total Monthly Cost		\$279.28	

2022 Group Life Insurance Review

EFFECTIVE 1/1/2022

CURRENT (in Rate Guarantee)

The Standard	
Class 1 All Eligible Full-Time Employees - ER Paid Benefit Amount Earnings definition At Age 70 benefit reduces by At Age 75 benefit reduces by Contribution Rate per \$1,000 of volume Life Insurance Accidental Death & Dismemberment Monthly Volume Monthly Premium	1x Salary up to \$300,000 (\$25,000 Minimum / next higher \$1,000) Wages excluding Bonus, Commission and Overtime 33% 50% Employer \$0.140 \$0.020 \$18,081,090 \$2,892.97
Class 2 All Eligible Elected Officials - ER Paid Benefit Amount Earnings definition At Age 70 benefit reduces by At Age 75 benefit reduces by Contribution Rate per \$1,000 of volume Life Insurance Accidental Death & Dismemberment Monthly Volume Monthly Premium	1x Salary up to \$300,000 (\$25,000 Minimum / next higher \$1,000) Wages excluding Bonus, Commission and Overtime 33% 50% Employer \$0.140 \$0.020 \$175,000 \$28.00
Class 3 All Eligible Part-Time Employees - EE Paid Benefit Amount Earnings definition At Age 70 benefit reduces by At Age 75 benefit reduces by Contribution Evidence of Insurability Rate per \$1,000 of volume Life Insurance Accidental Death & Dismemberment Monthly Volume Monthly Premium	1x Salary up to \$300,000 (\$25,000 Minimum / next higher \$1,000) Wages excluding Bonus, Commission and Overtime 33% 50% Employee EOI Required for Late Entrants \$0.140 \$0.020 \$50,000 \$8.00
Additional Features Maximum Eligible for Portability Maximum Conversion Amount Waiver of Premium Accelerated Death Benefit Monthly Volume - TOTAL Monthly Premium - TOTAL Rate Guarantee	Insured Amount up to \$500,000 \$10,000 180 Day Waiting Period 75% \$18,306,090 \$2,929 1/1/2023



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Kimberlee Bennett, Human Resources Director
DATE:	09/16/2021
SUBJECT:	Resolution 2092-2021 Position Classification and Pay Plan

BACKGROUND

The City's Managerial, Professional, and Administrative (Nonunion) Position Classification and Pay Plan was last amended on June 29, 2021. The following changes are proposed to keep our Position Classification and Pay Plan up-to-date and equitable:

Section D. Probationary Increases

- This section is being eliminated as this practice is no longer in effect and there are no employees that would qualify for this increase.

Section E. Lead Worker Category

- This section is being changed from Lead Worker to Acting Professional as there are no lead workers under the Managerial, Professional, and Administrative Position Classification. The employees that would take on this temporary responsibility would be classified as Acting Professionals.

Section F. Training Category

- This section is being eliminated since all candidates hired into this classification must meet the minimum qualifications.

Section I. Automobile Allowance

- Two positions (covering three employees) are being added to the automobile allowance eligible position list: IT Network Engineer and IT System Administrator. These positions travel to different City locations daily, usually carrying City equipment in their personal vehicles.

Section II Classifications and Pay Grades

- The City Engineer's pay grade went from 329 to 330. The current pay range is \$75,649.60 - \$122,574.40. The new pay range is \$79,435.20 - \$128,689.60. The City analyzed this position for internal equity in terms of five separate compensatory factors: Leadership, Working Conditions, Complexity, Decision-Making, and Relationships. In addition, the City looked at external factors



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including market comparables. Based on both internal and external factors, the City feels this position best fits into the 330 pay grade.

- Golf Cart/Range Attendant, Golf Starter, and Tennis Court Attendant positions have been moved from grade 302 to 303 due to the elimination of pay grade 302.

Section III Pay Grade Schedule

- Grade 302 has been eliminated due to the Florida minimum wage increasing to \$10.00 on September 30, 2021.

FINANCIAL IMPACT

The two positions being added to the eligible automobile allowance list will affect three employees for a total yearly increase of \$10,800.

The City Engineer position is currently vacant, but if the position was filled at the minimum of the new pay range, going from grade 329 to 330, there would be a maximum annual increase of \$3,786; and if the position was filled at the maximum of the pay range, there would be a maximum annual increase of \$6,115.

Out of the employees that would need to be moved from grade 302 to grade 303, 8 would need to have their minimum hourly rate increased to the new minimum. The total annual increase would be approximately \$1,979.

REQUESTED ACTION

Adopt/Deny Resolution No. 2092-2021 amending the Position Classification and Pay Plan for Managerial, Professional, and Administrative (nonunion) Positions effective October 5, 2021

ATTACHMENTS

1. Proposed Revisions to Position Classification and Pay Plan (Redlined)
2. Resolution No. 2092-2021

CITY OF JACKSONVILLE BEACH
POSITION CLASSIFICATION AND PAY PLAN



Managerial, Professional and Administrative (Nonunion)

Effective October 1, 2019

Amended

~~06/29/2021~~ 10/05/2021

INTRODUCTION

The Position Classification and Pay Plan for the City of Jacksonville Beach is divided into three major sections:

Section I: General Rules and Regulations provides for the rules which guide the administration of the Position Classification and Pay Plan.

Section II: Classification and Pay Grades provides for the assignment of a classification and pay grade to each position within the plan.

Section III: Pay Grade Schedule provides pay grades and pay ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

Job descriptions have been written for each classification in the plan. Although not part of this document, the job descriptions are incorporated by reference and are on file for review in the Human Resources Department.

The position classification plan brings together a number of nonunion management, professional and administrative positions under a single classification plan. The plan provides that all positions receive similar treatment with respect to matters of classification. The plan also provides for normal lines of promotion and career development ladders. The organization and arrangement of classes facilitates various aspects of personnel administration such as records processing, position control, recruitment, testing, training and budget control.

The pay plan consists of a system of pay ranges assigned to all classes of work. The pay plan is intended to:

- 1) Provide equal pay for equal work;
- 2) Provide a means of rewarding employees for continued good or outstanding service;
- 3) Provide a convenient method of adjusting the plan to meet changes in conditions which require change in pay levels; and,
- 4) Establish salary and wage rates which compare satisfactorily with those public and private employers in competitive market areas for each position, and thus to permit the City to attract and retain qualified employees.

SECTION I GENERAL RULES AND REGULATIONS

A. Administration of the Pay Plan

- 1) Primary responsibility for establishment and upkeep of the classification and pay plan is assigned to the City Manager, or designee.
- 2) All changes and improvements will be made through recommendations to the Human Resources Director, who will analyze and determine whether they should be considered.
- 3) The entire plan shall be reviewed on an annual basis by the City Manager or designee. Following the review, any proposed revisions will be submitted by the City Manager to the City Council for adoption.
- 4) The Pay Grade Schedule consists of a salary schedule showing salary ranges and midpoints.
- 5) An employee may receive a salary increase by means of merit salary advancement, promotion, reclassification, or a pay range adjustment, if there is an availability of funds.
- 6) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.
- 7) The performance evaluation system is to develop incentive among employees to improve their work performance.
- 8) The City Manager may approve special increases based on evaluation of performance and/or to address what the City determines to be pay inequities.

B. Appointments and Starting Rates

- 1) The minimum salary established for a position is considered the normal appointment rate for new employees.
- 2) Appointments below or above the minimum salary may be authorized by the City Manager in the following situations:
 - a) If the applicant's training, experience or other qualifications are substantially above those required for the position;
 - b) Exceptions as noted in the trainee category.
- 3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase (this provision shall apply to promotions only and not to transfers).

Police Sergeants promoted to Commander shall be eligible for a 20% pay increase.

C. Merit Increases

- 1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic, but based upon an evaluation of performance of an individual.
- 2) An employee is eligible for a merit advancement of 2% to 3% over the current rate of pay on the anniversary date of employment in the position, as warranted by performance, provided there are funds available for the increase.

D. Probationary Increases

- ~~1) Employees hired or promoted between April 1, 2019 and September 30, 2019, whose probationary period ends between October 1, 2019 and March 30, 2020, are eligible for a merit salary advancement of up to 5% upon satisfactory completion of the probationary period in the position, as warranted by performance, provided that funds are available for the increase.~~
- ~~2) Employees hired or promoted on or after October 1, 2019 are not eligible for a pay increase upon completion of the probationary period.~~

E.D. Acting Professional~~Lead Worker~~ Category

- ~~1) A Lead Worker position is defined as a work assignment where duties of a supervisory nature are assigned over a group of positions classified the same as that of the Lead Worker. The assignment is typical in laboring or trade occupations where the foreman or supervisor must visit several locations during the hours of a work day and work crews are left on the job without direct supervision.~~
- ~~2)1) An Acting Professional is defined as an employee temporarily taking on the duties of a professional position due to the absence of an incumbent for a specific amount of time. The assignment of a Lead Worker should be made with care and be monitored periodically to assure that the employee is functioning in this capacity.~~
- ~~3)2) When assigned as an Acting Professional, Lead Worker the employee shall receive up to receive a minimum of a five three percent (53%) increase, above present pay above present pay while on the assignment. In no event shall the acting pay be less than the minimum pay within the acting range. When the assignment ends is removed, the special pay provision will be removed. All Acting Professional assignments Lead Worker assignments must~~

be approved by the City Manager or designee prior to any compensation payment.

F. Training Category

- ~~1) In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed.~~
- ~~2) In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied.~~
- ~~3) The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.~~

G.E. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee is eligible for a lump sum award of 2% to 3% over the current rate of pay, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.
- 2) EXCEL increases may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

H.F. Qualification Increases

- 1) To promote skill and professional development, and to provide opportunities for advancement, certain employees may be eligible for a qualification increase upon obtaining a professional license or certification. To qualify for such an increase, the license or certification must be directly related to the employee's current position and must be included in the job description as a preferred, but

- not required, qualification. Employees will not receive an increase upon obtaining a license or certification that is required as a condition of employment.
- 2) Upon obtaining the qualified license or certification, and provided that all education, training, and performance requirements of the job are met, employees will receive an increase of 3%.

I.G. Automobile Allowance

- 1) Employees who are required to drive their personal vehicle during the regular course of City business may be eligible to receive either an automobile allowance or mileage reimbursement, as determined by the City Manager, in accordance with the City's travel policy. Employees who are issued a City vehicle are not eligible to receive an automobile allowance.
- 2) Employees approved for an automobile allowance will receive payment bi-weekly, in 26 equal installments per year. Eligible positions and annual amounts are as follows:

ELIGIBLE POSITION	ANNUAL AMOUNT
Chief Financial Officer	\$4,800.00
Chief Information Officer	\$4,800.00
Deputy City Manager	\$4,800.00
Director Of Beaches Energy	\$4,800.00
Director Of Human Resources	\$4,800.00
Director Of Parks & Recreation	\$4,800.00
Director Of Planning & Development	\$4,800.00
Director Of Public Works	\$4,800.00
Police Chief	\$4,800.00
City Clerk	\$3,600.00
City Engineer	\$3,600.00
CRA Coordinator	\$3,600.00
Regulatory Compliance Officer	\$3,600.00
Electrical Engineer	\$3,600.00
Electrical Engineer (PE)	\$3,600.00
Electrical Engineering Project Supervisor	\$3,600.00
Electrical Engineering Supervisor	\$3,600.00

Public Works Project Engineer	\$3,600.00
Property and Procurement Officer	\$3,600.00
<u>IT – Network Engineer</u>	<u>\$3,600.00</u>
<u>IT – System Administrator</u>	<u>\$3,600.00</u>

SECTION II
CLASSIFICATIONS AND PAY GRADES
By Classification

CLASSIFICATION	POSITION TITLE	GRADE
EXECUTIVE MANAGEMENT	* Chief Financial Officer	332
	* Chief Information Officer	334
	* Deputy City Manager	335
	* Director Of Beaches Energy	335
	* Director Of Human Resources	329
	* Director Of Parks & Recreation	329
	* Director Of Planning & Development	329
	* Director Of Public Works	332
	* Police Chief	332
MANAGERIAL, PROFESSIONAL & ADMINISTRATIVE	* Accountant	319
	* Accounting Supervisor	323
	Administrative Assistant	312
	* Assistant Customer Service Supervisor	318
	* Assistant CFO/Budget Officer	327
	Assistant to the City Manager	316
	Assistant to the Police Chief	316
	* Business Analyst	323
	* Business Relations/Conservation Coordinator	316
	* City Clerk	322
	* Communications Manager	322
	* Customer Service Supervisor	322
	Deputy City Clerk	316
	Human Resources Generalist	317
	* Internal Auditor	322
	Legal Assistant	322
	Office Administrator	314
	Office Assistant	310
	* Payroll/Benefits Administrator	323
	Payroll Specialist	314
	* Utilities Accountant	318
INFORMATION SYSTEMS	* Database Administrator	322
	* GIS Technical Architect	323

	* Information Systems Supervisor	327
	* Network Engineer	323
	* System Administrator	322
PLANNING & DEVELOPMENT	* Building Official	326
	* Planning Official	326
	* CRA Coordinator	322
	* Senior Planner	322
PROPERTY & PROCUREMENT	Building Maintenance Supervisor	315
	Chief Storekeeper	313
	* Procurement Administrator	321
	Procurement Associate	316
	* Property and Procurement Officer	327

* Exempt from overtime under the Fair Labor Standards Act

SECTION II

CLASSIFICATIONS AND PAY GRADES

By Classification

CLASSIFICATION	POSITION TITLE	GRADE
ENERGY SERVICES	* Construction & Maintenance Supervisor	327
	* Electric Safety & Training Supervisor	322
	* Electrical Engineer	327
	* Electrical Engineer (PE)	328
	* Electrical Engineering Project Supervisor	330
	* Electrical Engineering Supervisor	330
	* Meter Services Supervisor	320
	* Regulatory Compliance Officer	330
	* Relay/Substation Supervisor	328
	* System Operations Supervisor	328
	* Utilities Superintendent	330
PUBLIC WORKS	* GIS Systems Analyst	321
	Plant Operations Manager	322
	* City Engineer	3029 3029
	* Project Engineer	329
	* Streets/Distribution & Collection Deputy Superintendent	324
	* Streets/Distribution & Collection Superintendent	326
	Utility Plant Maintenance Supervisor	320
	* Utility Plant Operations Deputy Superintendent	324
	* Utility Plant Operations Superintendent	326
PARKS & RECREATION	* Assistant Golf Course Superintendent	318
	Assistant Golf Professional	314
	Events Coordinator	314
	Golf Cart/Range Attendant	3032 3032
	* Golf Course Facility Manager	322
	* Golf Course Superintendent	322
	Golf Shop Attendant	308
	Golf Starter	3032 3032
	* Park Maintenance Superintendent	322
	Recreation Leader	310
	Recreation Program Assistant	308
	* Recreation Superintendent	320

	Recreation Supervisor	316
	Tennis Court Attendant	303 2
	* Tennis Facility Manager	311
PUBLIC SAFETY	* Fire Marshal	324
	Deputy Fire Marshal	321
	Police Accreditation Manager	315
	* Police Commander	327
	Police Records Supervisor	315
	Police Volunteer Coordinator	308

*Exempt from overtime under the Fair Labor Standards Act

SECTION II

CLASSIFICATIONS AND PAY GRADES

By Classification

CLASSIFICATION	POSITION TITLE	GRADE
PUBLIC SAFETY	Public Safety Communications Supervisor	319
	Beach Patrol Guard	601
	Ocean Rescue Lieutenant	602
	Assistant Ocean Rescue Supervisor	603
	Ocean Rescue Supervisor	604
	School Crossing Guard	901

*Exempt from overtime under the Fair Labor Standards Act

**SECTION III
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
302	\$9.74 \$20,259.20	\$12.76 \$26,540.80	\$15.78 \$32,822.40
303	\$10.23 \$21,278.40	\$13.40 \$27,872.00	\$16.57 \$34,465.60
304	\$10.74 \$22,339.20	\$14.07 \$29,265.60	\$17.40 \$36,192.00
305	\$11.28 \$23,462.40	\$14.77 \$30,721.60	\$18.27 \$38,001.60
306	\$11.84 \$24,627.20	\$15.51 \$32,260.80	\$19.18 \$39,894.40
307	\$12.43 \$25,854.40	\$16.29 \$33,883.20	\$20.14 \$41,891.20
308	\$13.06 \$27,164.80	\$17.10 \$35,568.00	\$21.15 \$43,992.00
309	\$13.71 \$28,516.80	\$17.96 \$37,356.80	\$22.21 \$46,196.80
310	\$14.39 \$29,931.20	\$18.86 \$39,228.80	\$23.32 \$48,505.60
311	\$15.11 \$31,428.80	\$19.80 \$41,184.00	\$24.49 \$50,939.20
312	\$15.87 \$33,009.60	\$20.79 \$43,243.20	\$25.71 \$53,476.80
313	\$16.66 \$34,652.80	\$21.83 \$45,406.40	\$26.99 \$56,139.20
314	\$17.50	\$22.92	\$28.34

	\$36,400.00	\$47,673.60	\$58,947.20
315	\$18.37	\$24.07	\$29.76
	\$38,209.60	\$50,065.60	\$61,900.80
316	\$19.29	\$25.27	\$31.25
	\$40,123.20	\$52,561.60	\$65,000.00
317	\$20.25	\$26.53	\$32.81
	\$42,120.00	\$55,182.40	\$68,244.80
318	\$21.27	\$27.86	\$34.45
	\$44,241.60	\$57,948.80	\$71,656.00

SECTION III
PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
319	\$22.33	\$29.25	\$36.18
	\$46,446.40	\$60,840.00	\$75,254.40
320	\$23.45	\$30.72	\$37.98
	\$48,776.00	\$63,897.60	\$78,998.40
321	\$24.62	\$32.25	\$39.88
	\$51,209.60	\$67,080.00	\$82,950.40
322	\$25.85	\$33.86	\$41.88
	\$53,768.00	\$70,428.80	\$87,110.40
323	\$27.14	\$35.56	\$43.97
	\$56,451.20	\$73,964.80	\$91,457.60
324	\$28.50	\$37.34	\$46.17
	\$59,280.00	\$77,667.20	\$96,033.60
325	\$29.93	\$39.20	\$48.48
	\$62,254.40	\$81,536.00	\$100,838.40
326	\$31.42	\$41.16	\$50.90
	\$65,353.60	\$85,612.80	\$105,872.00
327	\$32.99	\$43.22	\$53.45
	\$68,619.20	\$89,897.60	\$111,176.00
328	\$34.64	\$45.38	\$56.12
	\$72,051.20	\$94,390.40	\$116,729.60
329	\$36.37	\$47.65	\$58.93
	\$75,649.60	\$99,112.00	\$122,574.40
330	\$38.19	\$50.03	\$61.87
	\$79,435.20	\$104,062.40	\$128,689.60
331	\$40.10	\$52.53	\$64.97

	\$83,408.00	\$109,262.40	\$135,137.60
332	\$42.11	\$55.16	\$68.21
	\$87,588.80	\$114,732.80	\$141,876.80
333	\$44.21	\$57.92	\$71.63
	\$91,956.80	\$120,473.60	\$148,990.40
334	\$46.42	\$60.82	\$75.21
	\$96,553.60	\$126,505.60	\$156,436.80
335	\$48.75	\$63.86	\$78.97
	\$101,400.00	\$132,828.80	\$164,257.60

SECTION III PAY GRADE SCHEDULE

OCEAN RESCUE – PART TIME			HOURLY
601	Beach Patrol Guard	Year 1	\$12.00
601	Beach Patrol Guard	Year 2	\$12.36
601	Beach Patrol Guard	Year 3	\$12.73
601	Beach Patrol Guard	Year 4	\$13.11
601	Beach Patrol Guard	Year 5	\$13.51
601	Rescue Swimmer*		\$14.18
602	Lieutenant		\$16.30
a. Increase in years 2-5 requires a minimum of 300 hours worked in the previous year. b. Beach Patrol Guards/Rescue Swimmers who work a minimum of 300 hours between May and September, and are in good standing, are eligible for a lump sum payment of \$500. <i>*Requires Emergency Medical Technician Certification.</i>			

OCEAN RESCUE – FULL TIME		MINIMUM	MIDPOINT	MAXIMUM
602	Lieutenant	\$16.30	\$19.88	\$23.45
		\$33,904.00	\$41,340.00	\$48,776.00
603	Assistant Ocean Rescue Supervisor	\$16.79	\$20.47	\$24.15
		\$34,923.20	\$42,577.60	\$50,232.00
604	Ocean Rescue Supervisor	\$17.63	\$21.50	\$25.36
		\$36,670.40	\$44,709.60	\$52,748.80

901 – SCHOOL CROSSING GUARDS	
Year 1	\$10.05
Year 2	\$10.35
Year 3	\$10.66
Year 4	\$10.98
Year 5	\$11.31
Year 6	\$11.65

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2092-2021

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

WHEREAS, the City Council has adopted a Position Classification and Pay Plan for Managerial, Professional, and Administrative (Nonunion) Positions, which establishes job classifications and salary ranges for each position that are competitive with similar positions in the labor market; and

WHEREAS, it periodically becomes necessary to update the Position Classification and Pay Plan to ensure positions are properly classified and compensated in accordance with skill levels, job duties, and supervisory responsibility; and

WHEREAS, amendments to the Position Classification and Pay Plan are necessary to eliminate sections that are no longer applicable to the City's current employment practices; to revise certain sections to be consistent with the City's current employment practices; to add two positions to the automobile allowance eligible position list; to adjust the pay grades for the City Engineer position, as well as to the Golf Cart/Range Attendant, Golf Starter, and Tennis Court Attendant positions; and to eliminate Pay Grade 302.

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

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

SECTION 2. Adoption of the Amended Plan. The City of Jacksonville Beach, Florida hereby adopts the amended Position Classification and Pay Plan attached hereto as Attachment A.

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

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Resolution should be held invalid, unlawful, or unconstitutional, said determination shall

not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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

AUTHENTICATED this ____ day of October, 2021.

Christine Hoffman, MAYOR

Sheri Gosselin, CITY CLERK

CITY OF JACKSONVILLE BEACH
POSITION CLASSIFICATION AND PAY PLAN



Managerial, Professional and Administrative (Nonunion)

Effective October 1, 2019

Amended 10/05/2021

INTRODUCTION

The Position Classification and Pay Plan for the City of Jacksonville Beach is divided into three major sections:

Section I: General Rules and Regulations provides for the rules which guide the administration of the Position Classification and Pay Plan.

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- 1) Provide equal pay for equal work;
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- 3) The entire plan shall be reviewed on an annual basis by the City Manager or designee. Following the review, any proposed revisions will be submitted by the City Manager to the City Council for adoption.
- 4) The Pay Grade Schedule consists of a salary schedule showing salary ranges and midpoints.
- 5) An employee may receive a salary increase by means of merit salary advancement, promotion, reclassification, or a pay range adjustment, if there is an availability of funds.
- 6) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.
- 7) The performance evaluation system is to develop incentive among employees to improve their work performance.
- 8) The City Manager may approve special increases based on evaluation of performance and/or to address what the City determines to be pay inequities.

B. Appointments and Starting Rates

- 1) The minimum salary established for a position is considered the normal appointment rate for new employees.
- 2) Appointments below or above the minimum salary may be authorized by the City Manager in the following situations:
 - a) If the applicant's training, experience or other qualifications are substantially above those required for the position;
 - b) Exceptions as noted in the trainee category.
- 3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase (this provision shall apply to promotions only and not to transfers). Police Sergeants promoted to Commander shall be eligible for a 20% pay increase.

C. Merit Increases

- 1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic, but based upon an evaluation of performance of an individual.
- 2) An employee is eligible for a merit advancement of 2% to 3% over the current rate of pay on the anniversary date of employment in the position, as warranted by performance, provided there are funds available for the increase.

D. Acting Professional

- 1) An Acting Professional is defined as an employee temporarily taking on the duties of a professional position due to the absence of an incumbent for a specific amount of time.
- 2) When assigned as an Acting Professional, the employee shall receive a minimum of a five percent (5%) increase above present pay while on the assignment. In no event shall the acting pay be less than the minimum pay within the acting range. When the assignment ends, the special pay provision will be removed. All Acting Professional assignments must be approved by the City Manager or designee prior to any compensation payment.

E. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee is eligible for a lump sum award of 2% to 3% over the current rate of pay, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.
- 2) EXCEL increases may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

F. Qualification Increases

- 1) To promote skill and professional development, and to provide opportunities for advancement, certain employees may be eligible for a qualification increase upon obtaining a professional license or certification. To qualify for such an increase, the license or certification must be directly related to the employee's current position and must be included in the job description as a preferred, but

- not required, qualification. Employees will not receive an increase upon obtaining a license or certification that is required as a condition of employment.
- 2) Upon obtaining the qualified license or certification, and provided that all education, training, and performance requirements of the job are met, employees will receive an increase of 3%.

G. Automobile Allowance

- 1) Employees who are required to drive their personal vehicle during the regular course of City business may be eligible to receive either an automobile allowance or mileage reimbursement, as determined by the City Manager, in accordance with the City's travel policy. Employees who are issued a City vehicle are not eligible to receive an automobile allowance.
- 2) Employees approved for an automobile allowance will receive payment bi-weekly, in 26 equal installments per year. Eligible positions and annual amounts are as follows:

ELIGIBLE POSITION	ANNUAL AMOUNT
Chief Financial Officer	\$4,800.00
Chief Information Officer	\$4,800.00
Deputy City Manager	\$4,800.00
Director Of Beaches Energy	\$4,800.00
Director Of Human Resources	\$4,800.00
Director Of Parks & Recreation	\$4,800.00
Director Of Planning & Development	\$4,800.00
Director Of Public Works	\$4,800.00
Police Chief	\$4,800.00
City Clerk	\$3,600.00
City Engineer	\$3,600.00
CRA Coordinator	\$3,600.00
Regulatory Compliance Officer	\$3,600.00
Electrical Engineer	\$3,600.00
Electrical Engineer (PE)	\$3,600.00
Electrical Engineering Project Supervisor	\$3,600.00
Electrical Engineering Supervisor	\$3,600.00
Public Works Project Engineer	\$3,600.00
Property and Procurement Officer	\$3,600.00
IT – Network Engineer	\$3,600.00
IT – System Administrator	\$3,600.00

SECTION II
CLASSIFICATIONS AND PAY GRADES
By Classification

CLASSIFICATION	POSITION TITLE	GRADE
EXECUTIVE MANAGEMENT	* Chief Financial Officer	332
	* Chief Information Officer	334
	* Deputy City Manager	335
	* Director Of Beaches Energy	335
	* Director Of Human Resources	329
	* Director Of Parks & Recreation	329
	* Director Of Planning & Development	329
	* Director Of Public Works	332
	* Police Chief	332
MANAGERIAL, PROFESSIONAL & ADMINISTRATIVE	* Accountant	319
	* Accounting Supervisor	323
	Administrative Assistant	312
	* Assistant Customer Service Supervisor	318
	* Assistant CFO/Budget Officer	327
	Assistant to the City Manager	316
	Assistant to the Police Chief	316
	* Business Analyst	323
	* Business Relations/Conservation Coordinator	316
	* City Clerk	322
	* Communications Manager	322
	* Customer Service Supervisor	322
	Deputy City Clerk	316
	Human Resources Generalist	317
	* Internal Auditor	322
	Legal Assistant	322
	Office Administrator	314
	Office Assistant	310
	* Payroll/Benefits Administrator	323
	Payroll Specialist	314
	* Utilities Accountant	318
INFORMATION SYSTEMS	* Database Administrator	322
	* GIS Technical Architect	323
	* Information Systems Supervisor	327
	* Network Engineer	323
	* System Administrator	322
PLANNING & DEVELOPMENT	* Building Official	326
	* Planning Official	326
	* CRA Coordinator	322
	* Senior Planner	322
PROPERTY & PROCUREMENT	Building Maintenance Supervisor	315
	Chief Storekeeper	313
	* Procurement Administrator	321
	Procurement Associate	316
	* Property and Procurement Officer	327

* Exempt from overtime under the Fair Labor Standards Act

SECTION II
CLASSIFICATIONS AND PAY GRADES
By Classification

CLASSIFICATION	POSITION TITLE	GRADE
ENERGY SERVICES	* Construction & Maintenance Supervisor	327
	* Electric Safety & Training Supervisor	322
	* Electrical Engineer	327
	* Electrical Engineer (PE)	328
	* Electrical Engineering Project Supervisor	330
	* Electrical Engineering Supervisor	330
	* Meter Services Supervisor	320
	* Regulatory Compliance Officer	330
	* Relay/Substation Supervisor	328
	* System Operations Supervisor	328
	* Utilities Superintendent	330
PUBLIC WORKS	* GIS Systems Analyst	321
	Plant Operations Manager	322
	* City Engineer	330
	* Project Engineer	329
	* Streets/Distribution & Collection Deputy Superintendent	324
	* Streets/Distribution & Collection Superintendent	326
	Utility Plant Maintenance Supervisor	320
	* Utility Plant Operations Deputy Superintendent	324
	* Utility Plant Operations Superintendent	326
PARKS & RECREATION	* Assistant Golf Course Superintendent	318
	Assistant Golf Professional	314
	Events Coordinator	314
	Golf Cart/Range Attendant	303
	* Golf Course Facility Manager	322
	* Golf Course Superintendent	322
	Golf Shop Attendant	308
	Golf Starter	303
	* Park Maintenance Superintendent	322
	Recreation Leader	310
	Recreation Program Assistant	308
	* Recreation Superintendent	320
	Recreation Supervisor	316
	Tennis Court Attendant	303
	* Tennis Facility Manager	311
PUBLIC SAFETY	* Fire Marshal	324
	Deputy Fire Marshal	321
	Police Accreditation Manager	315
	* Police Commander	327
	Police Records Supervisor	315
	Police Volunteer Coordinator	308

*Exempt from overtime under the Fair Labor Standards Act

SECTION II
CLASSIFICATIONS AND PAY GRADES
By Classification

CLASSIFICATION	POSITION TITLE	GRADE
PUBLIC SAFETY	Public Safety Communications Supervisor	319
	Beach Patrol Guard	601
	Ocean Rescue Lieutenant	602
	Assistant Ocean Rescue Supervisor	603
	Ocean Rescue Supervisor	604
	School Crossing Guard	901

*Exempt from overtime under the Fair Labor Standards Act

SECTION III

PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
303	\$10.23 \$21,278.40	\$13.40 \$27,872.00	\$16.57 \$34,465.60
304	\$10.74 \$22,339.20	\$14.07 \$29,265.60	\$17.40 \$36,192.00
305	\$11.28 \$23,462.40	\$14.77 \$30,721.60	\$18.27 \$38,001.60
306	\$11.84 \$24,627.20	\$15.51 \$32,260.80	\$19.18 \$39,894.40
307	\$12.43 \$25,854.40	\$16.29 \$33,883.20	\$20.14 \$41,891.20
308	\$13.06 \$27,164.80	\$17.10 \$35,568.00	\$21.15 \$43,992.00
309	\$13.71 \$28,516.80	\$17.96 \$37,356.80	\$22.21 \$46,196.80
310	\$14.39 \$29,931.20	\$18.86 \$39,228.80	\$23.32 \$48,505.60
311	\$15.11 \$31,428.80	\$19.80 \$41,184.00	\$24.49 \$50,939.20
312	\$15.87 \$33,009.60	\$20.79 \$43,243.20	\$25.71 \$53,476.80
313	\$16.66 \$34,652.80	\$21.83 \$45,406.40	\$26.99 \$56,139.20
314	\$17.50 \$36,400.00	\$22.92 \$47,673.60	\$28.34 \$58,947.20
315	\$18.37 \$38,209.60	\$24.07 \$50,065.60	\$29.76 \$61,900.80
316	\$19.29 \$40,123.20	\$25.27 \$52,561.60	\$31.25 \$65,000.00
317	\$20.25 \$42,120.00	\$26.53 \$55,182.40	\$32.81 \$68,244.80
318	\$21.27 \$44,241.60	\$27.86 \$57,948.80	\$34.45 \$71,656.00

SECTION III
PAY GRADE SCHEDULE

GRADE	MINIMUM	MIDPOINT	MAXIMUM
319	\$22.33 \$46,446.40	\$29.25 \$60,840.00	\$36.18 \$75,254.40
320	\$23.45 \$48,776.00	\$30.72 \$63,897.60	\$37.98 \$78,998.40
321	\$24.62 \$51,209.60	\$32.25 \$67,080.00	\$39.88 \$82,950.40
322	\$25.85 \$53,768.00	\$33.86 \$70,428.80	\$41.88 \$87,110.40
323	\$27.14 \$56,451.20	\$35.56 \$73,964.80	\$43.97 \$91,457.60
324	\$28.50 \$59,280.00	\$37.34 \$77,667.20	\$46.17 \$96,033.60
325	\$29.93 \$62,254.40	\$39.20 \$81,536.00	\$48.48 \$100,838.40
326	\$31.42 \$65,353.60	\$41.16 \$85,612.80	\$50.90 \$105,872.00
327	\$32.99 \$68,619.20	\$43.22 \$89,897.60	\$53.45 \$111,176.00
328	\$34.64 \$72,051.20	\$45.38 \$94,390.40	\$56.12 \$116,729.60
329	\$36.37 \$75,649.60	\$47.65 \$99,112.00	\$58.93 \$122,574.40
330	\$38.19 \$79,435.20	\$50.03 \$104,062.40	\$61.87 \$128,689.60
331	\$40.10 \$83,408.00	\$52.53 \$109,262.40	\$64.97 \$135,137.60
332	\$42.11 \$87,588.80	\$55.16 \$114,732.80	\$68.21 \$141,876.80
333	\$44.21 \$91,956.80	\$57.92 \$120,473.60	\$71.63 \$148,990.40
334	\$46.42 \$96,553.60	\$60.82 \$126,505.60	\$75.21 \$156,436.80
335	\$48.75 \$101,400.00	\$63.86 \$132,828.80	\$78.97 \$164,257.60

SECTION III

PAY GRADE SCHEDULE

OCEAN RESCUE – PART TIME			HOURLY
601	Beach Patrol Guard	Year 1	\$12.00
601	Beach Patrol Guard	Year 2	\$12.36
601	Beach Patrol Guard	Year 3	\$12.73
601	Beach Patrol Guard	Year 4	\$13.11
601	Beach Patrol Guard	Year 5	\$13.51
601	Rescue Swimmer*		\$14.18
602	Lieutenant		\$16.30
a. Increase in years 2-5 requires a minimum of 300 hours worked in the previous year. b. Beach Patrol Guards/Rescue Swimmers who work a minimum of 300 hours between May and September, and are in good standing, are eligible for a lump sum payment of \$500. <i>*Requires Emergency Medical Technician Certification.</i>			

OCEAN RESCUE – FULL TIME		MINIMUM	MIDPOINT	MAXIMUM
602	Lieutenant	\$16.30	\$19.88	\$23.45
		\$33,904.00	\$41,340.00	\$48,776.00
603	Assistant Ocean Rescue Supervisor	\$16.79	\$20.47	\$24.15
		\$34,923.20	\$42,577.60	\$50,232.00
604	Ocean Rescue Supervisor	\$17.63	\$21.50	\$25.36
		\$36,670.40	\$44,709.60	\$52,748.80

901 – SCHOOL CROSSING GUARDS	
Year 1	\$10.05
Year 2	\$10.35
Year 3	\$10.66
Year 4	\$10.98
Year 5	\$11.31
Year 6	\$11.65



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 Department
DATE:	08/24/2021
SUBJECT:	Ordinance No. 2021-8167

BACKGROUND

The owners and representatives of the *South Beach Regional Shopping Center*, located at the southwest corner of Third Street South and Jacksonville Drive, have applied to amend the Planned Unit Development: PUD zoning district that governs the commercial shopping center in order to allow four outdoor restaurant areas and outdoor retail display and sales areas. The current existing PUD ordinances governing the shopping center specifically limit outdoor retail displays and sales of merchandise to a small area adjacent to the Home Depot Retail store only. Additionally, outdoor seating areas for restaurants in current tenant spaces were not contemplated in the original PUD standards, nor any of the adopted amendments to the PUD.

The applicant is specifically requesting to allow for the development of up to 60% of the enclosed indoor restaurant area for outdoor restaurant areas at each of the four identified tenant locations. Locations for outdoor restaurant areas are specifically identified to replace the current vehicular drive through lanes at the tenant spaces located on the east and west sides of the entrance/exit to Jacksonville Drive, and at two tenant spaces at the building on the south side of the commercial shopping center, as shown on "Exhibit I" in the application.

Staff proposed several conditions to the PUD amendment request for consideration by the Planning Commission. The Planning Commission originally considered the application and staff's conditions on July 26, 2021. Staff's recommended conditions include ensuring that outdoor seating adheres to Section 34-407 of the Land Development Code, that corner sight visibility triangles are provided for safety, that creative barriers to prevent vehicle conflicts with people are installed, that there is compliance with the sound ordinance, establishing hours of operation, and criteria for outdoor retail display.

At the July meeting, following a discussion on the application, the Planning Commission and the applicant agreed to defer the proposed PUD amendment application to the next available meeting to allow additional time for staff to work with the applicant on proposed conditions, based on discussion by the Planning Commission.

Staff revised the conditions, based on the Planning Commission's concerns and discussion, and the application was considered at a subsequent meeting on August 23, 2021. At the August meeting, the Planning Commission voted to recommend approval of staff's conditions to the City Council, as amended. The Planning Commission's amendments to staff's proposed conditions are shown below in red/underline font:

1. Outdoor restaurant areas shall be allowed as shown on Exhibit I (Site Plan) hereto (Ordinance No. 2021-8176) and shall not require a Conditional Use approval, but will be permitted. All outdoor restaurant areas shall adhere to the requirements as described in



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Section 34-407 of the Land Development Code except those portions amended by this ordinance as they pertain to seating and seating allocation.

2. All outdoor restaurant areas shall adhere to the general requirements as described in Section 34-425(h) with regards to visibility at sight triangles at intersections for internal drive lanes and parking isles.
3. Outdoor restaurant areas adjacent to the northern drive aisle leading in and out to Jacksonville Drive shall provide protective concrete barriers along the entire exterior perimeter, (excluding those sides that are adjacent to the business) but otherwise encompassing or surrounding any area where there can be vehicle conflict. Barriers shall have an ASTM-C40 rating and shall be placed no further than 48 inches apart. Creative forms of barriers may be considered under Crime Prevention through Environmental Design (CPTED) best practices. Final designs of barriers to be determined through the standard design review process incorporating the above guidance.
4. Outdoor restaurant areas may have outside speakers, but shall be limited to Low Volume Outdoor amplified and acoustic sound, as defined in Sec. 18-7 of the municipal code, in effect at the time of adoption. Outdoor restaurant areas adjacent to Jacksonville Drive shall have speakers only oriented to the south.
5. Outdoor restaurant services shall cease operation at 11:00 p.m. ~~Monday — Saturday and 10:00 p.m. Sundays~~ 10:00 p.m. Sunday through Thursday, 11:00 p.m. Friday & Saturday.
6. Outside display of merchandise shall be permitted at all retail sales locations, as shown on Exhibit I (Site Plan) hereto (Ordinance No. 2021-8176), however, clear sidewalk access shall be maintained to the balance of the shopping center spaces at all times and a clear ADA compliant path be maintained at all times along any sidewalk or walkway. There shall be no overnight displays or merchandise left on sidewalks except on Parcel 4.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2021-8167 amending PUD Ordinance No. 7411, as amended, supplementing the comprehensive zoning regulations on the first reading, and schedule a second reading for October 18, 2021

ATTACHMENTS

1. Rezoning Application PC#8-21
2. Ordinance No. 2021-8176 SBRSC PUD Amendment



REZONING APPLICATION

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JUN 25 2021

PC No. 8-21
AS/400# 21-100109
PC HEARING 7.26.21

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance.

APPLICANT INFORMATION

Land Owner's Name: Regency Centers LP
Mailing Address: One Independent Drive, Suite 114
Jacksonville, FL 32202
Attn: Jacksonville Property Management

Telephone: 904-598-7000

Fax:

E-Mail: patrickmckinley@regencycenters.com

Applicant Name: Steven Diebenow
Mailing Address: One Independent Drive, Ste 1200
Jacksonville, FL 32202

Telephone: (904) 301-1269

Fax:

E-Mail: SD@DriverMcAfee.com

NOTE: Written authorization from the land owner is required if the applicant is not the owner.

Agent Name: SAME AS APPLICANT

Telephone: _____

Mailing Address: _____

Fax:

E-Mail: _____

Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

REZONING DATA

Street address of property and/or Real Estate Number: 3818 South 3rd Street, Jacksonville Beach, FL 32250

Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See Attached Exhibit A

Current Zoning Classification: PUD Future Land Use Map Designation: _____

Proposed Zoning Classification: PUD

REQUIRED INFORMATION		Attached?	
		Yes	No
1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;		☒	☐
2. An 8½" x 11" vicinity map identifying the property proposed for amendment;		☒	☐
3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;		☒	☐
4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC.		☒	☐

Applicant Signature: [Signature]

Date: 12-29-20

NARRATIVE DESCRIPTION
South Beach Regional Shopping Center
Proposed Modification to Planned Unit Development and
Preliminary Development Plan as Amended and Approved
June 24, 2021

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Regency Centers LP (“Owner”) owns the property known as the South Beach Regional Shopping Center, located in Jacksonville Beach, Florida 32250 (RE#181416 1110) (the “Property”). The following is a description of proposed modifications to the Existing Planned Unit Development (“Existing PUD”) and the Preliminary Development Plan as Amended and Approved (“PDPA”) supporting same. Also included is an explanation of why the proposed modifications comply with the standards governing PUD rezonings and PDPs in the Land Development Code (“LDC”).

INTRODUCTION

The Owner is proposing two (2) modifications to the Existing PUD to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else in the PUD has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PUD.

The Owner is proposing two (2) modifications to the PDPA to permit: 1) outdoor restaurant areas in four (4) locations¹; and, 2) outdoor retail display and sales areas on the Property. Everything else on the PDP has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PDPA.

Development Team

Owner: Regency Centers LP
c/o Patrick McKinley
One Independent Drive, Suite 114
Jacksonville, FL 32202
PatrickMcKinley@regencycenters.com
(904) 598-7468

Applicant/Agent: Steve Diebenow
Driver, McAfee, Hawthorne & Diebenow
One Independent Drive, Suite 1200
Jacksonville, FL 32202
sd@drivermcafee.com
(904) 301-1269

¹ In accordance with the LDC, 1 parking space shall be required for each 250 square feet of outdoor restaurant areas. The proposed PUD and PDP will comply with this requirement as further detailed below.

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21-100109
PLANNING & DEVELOPMENT

Future Land Use

South Beach District (Mixed Use).

Current Zoning

The PUD was originally established on April 24, 1989 by Ordinances 7411 and subsequently amended by Ordinances 7436, 95-7635, 2006-7928, 2009-272, 2013-8033, and 2016-8077 (collectively, the “PUD”). Pursuant to 95-7635, the Property was divided into distinct Parcels: Parcel #5 (Main Center), *K-Mart* Parcel, Sandcastle Parcel and Parcel #4.

PRELIMINARY DEVELOPMENT PLAN

The Owner is proposing two (2) modifications to the PDPAA to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else on the PDP has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PDPAA. The proposed modifications will protect the health safety and welfare of the citizens of Jacksonville Beach.

Restaurant

The four (4) locations identified for future outdoor restaurant areas are shown on Exhibit I. Notwithstanding Section 34-707 of the LDC, Owner may develop up to 60% of the enclosed space at each of these locations (the “Restaurants”) for outdoor restaurant areas. Outdoor restaurant areas may take the place of the current vehicular drive through lanes. Owner may continue to use the drive through windows as walk-up windows if outdoor restaurant areas is established.

Parking

There are presently 1,419 parking spots on the Property per Exhibit H. The Owner is proposing to permit additional outdoor restaurant areas in four (4) locations² as depicted on Exhibit I.

Review Standards

Pursuant to **Section 34-348(d)**, “[p]rior to receipt of a planned unit development (PUD) zoning district classification, land must receive approval of a preliminary development plan for PUD pursuant to the procedures and standards of this section. The preliminary development plan for a PUD zoning district classification must then receive approval of a development plan pursuant to the procedures and standards of **Section 34-251³ et. seq.**”

² In accordance with the LDC, 1 parking space shall be required for each 250 square feet of outdoor restaurant areas. Any new parking spaces required to permit outdoor restaurant areas will be deducted from the 158 excess parking spaces shown on Exhibit I.

³ Per **Section 34-251** “[d]evelopment plans shall be required in accordance with the provisions of this section in order to ensure that the proposed development complies with the site development standards in Article VIII and

The PDP for a PUD zoning district classification shall be evaluated based on the standards of **Section 34-348(j)3**:

(3) Standards. A preliminary development plan for a PUD shall comply with the following standards:

- a. Area. There shall be no minimum acreage required.

N/A

- b. Unified ownership or control. The title to all land that is part of a PUD zoning district designation shall be owned or controlled by one person. A person shall be considered to control all lands in the PUD either through ownership or written consent of the owners of the land to be subject to the conditions and standards of the development order for the development plan for the PUD zoning district designation.

Please see attached Application and Exhibits B and C.

- c. Density. Residential development shall not exceed the maximum densities established in the RM-2 zoning district.

N/A

- d. Building height: Thirty-five (35) feet.

No buildings are proposed to exceed 35 feet in height.

- e. Access. Safe and adequate access shall be provided to all development, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or a commonly owned easement. City-owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic municipal services such as fire and police protection and emergency service needs of the residents of the PUD.

Please see attached Exhibit I. The proposed changes to vehicular access would be to potentially remove two (2) existing vehicular drive through lanes to permit outdoor restaurant areas areas.

other requirements of the LDC, and to otherwise protect the public health, safety and general welfare of the citizens of the City of Jacksonville Beach.”

- f. Off-street parking and loading. The off-street parking and loading standards for the preliminary development plan for PUD shall comply with the requirements of article VIII, division 1.

Please compare the attached Exhibit H to the attached Exhibit I. There are presently 1,419 parking spots on the Property per Exhibit H. There will be 158⁴ more parking spaces on the Property than required by the LDC.

- g. Adequate public facilities. There shall be a demonstration that the development proposed in the preliminary development plan complies with article X, adequate public facilities standards.

The Property has been fully developed for many years and there has been no indication of inadequate public facilities. Expanding the outside retail sales areas, potentially converting two (2) existing drive through lanes to allow outdoor restaurant areas and permitting outdoor restaurant areas at two (2) other locations, will not diminish the provision of adequate public facilities in any way.

- h. Common recreation and open space. The preliminary development plan shall comply with the following common recreation and open space standards.

1. A minimum of twenty (20) percent of the gross land in the development plan shall be reserved for common recreation and usable open space. Parking areas, street rights-of-way, or minimum yards and spacing between buildings shall not be included when determining usable open space. Water bodies contained on-site may account for up to fifty (50) percent of the required open space.

The Owner is proposing two (2) modifications to the PDPAA to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else on the PDP has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PDPAA.

2. All common open space and recreational facilities shall be included in the development plan. Such common open space and recreational facilities shall be constructed and fully improved according to the development schedule established for each development phase of the development plan.

The Owner is proposing two (2) modifications to the PDPAA to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else on the PDP has been previously evaluated, found to

⁴ In accordance with the LDC, 1 parking space shall be required for each 250 square feet of outdoor restaurant areas. Any new parking spaces required to permit outdoor restaurant areas will be deducted from the 158 excess parking spaces shown on Exhibit I.

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JUL 25 2021
21-100109
PLANNING & DEVELOPMENT

be in compliance with the LDC, and will remain as previously permitted in the PDPAA.

3. All privately owned common open space shall continue to conform to its intended use as specified in the development plan. To ensure that all the common open space identified in the development plan will be used as common open space, restrictions and/or covenants shall be placed in each deed to ensure their maintenance and prohibit the partition of any common open space.

A full array of real estate restrictions and covenants have been recorded in the public record since the Property was fully developed to ensure that all common space will be properly maintained. Nothing in this Application will modify or diminish these.

4. If common open space is proposed to be maintained through an association or nonprofit corporation, such organization shall conform to the following standards.

N/A

- i. The association or nonprofit corporation shall be established prior to the sale of any lots or units within the development plan for PUD.
- ii. Membership in the association or nonprofit corporation shall be mandatory for all property owners within the development plan for PUD.
- iii. The association or nonprofit corporation shall manage all common open space and recreational and cultural facilities that are not dedicated to the public; and shall provide for the maintenance, administration and operation of such land and any other land within the development plan for PUD not publicly owned, and secure adequate liability insurance on the land.

- i. Compatibility of open spaces. Open space uses shall be designed in a compatible manner.

The Owner is proposing two (2) modifications to the PDPAA to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else on the PDP has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PDPAA.

- j. Compatibility with surrounding land uses. The development proposed in the Preliminary development plan shall be consistent with the character of surrounding land uses.

The proposed two (2) changes outlined throughout this application are not inconsistent with the current uses at the Property which have been deemed consistent with surrounding land uses for more than two (2) decades. The proposed two (2) changes outlined throughout this application are also not inconsistent with the surrounding uses.

- k. Beach access. The preliminary development plan shall not diminish existing public beach access.

N/A

- l. Consistency with comprehensive plan. The preliminary development plan shall be consistent with the comprehensive plan.

Expanding the outdoor retail display and sales areas, potentially converting two (2) existing drive through lanes to allow outdoor restaurant areas and permitting outdoor restaurant areas at two (2) other locations, will not cause the existing PUD to be non-compliant with the South Beach District 2030 Comprehensive Plan Future Land Use Map Designation.

PROPOSED PUD MODIFICATIONS

The Owner is proposing two (2) modifications to the Existing PUD to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else in the PUD has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PUD.

Owner requests that the Conditions adopted pursuant to Ordinance 2016-8077 continue to apply except and that a new Condition 20. shall be added as follows:

20. Outdoor retail display and sales areas of merchandise and outdoor restaurant areas shall be allowed adjacent to the building as shown on Exhibit I hereto (Ordinance No. 2021-____), however, clear ingress and egress shall be required to be maintained to the buildings, and clear sidewalk access shall be maintained to the shopping center at all times. All areas used for outdoor retail display and sales areas and outdoor restaurant areas shall be fire sprinklered if under canopy.

Restaurant

The four (4) locations identified for future outdoor restaurant areas are shown on Exhibit I. Notwithstanding Section 34-707 of the LDC, Owner may develop up to 60% of the enclosed space at each of these locations (the "Restaurants") for outdoor restaurant areas. Outdoor restaurant areas may take the place of the current vehicular drive through lanes. Owner may continue to use the drive through windows as walk-up windows if outdoor restaurant areas are established.

Parking

There are presently 1,419 parking spots on the Property per Exhibit H. The Owner is proposing to permit additional outdoor restaurant areas in four (4) locations⁵ as depicted on Exhibit I.

Review Standards

In accordance with **Section 34-348(a)** the intent of the PUD zoning district designation is to permit such flexibility and provide performance criteria for PUD which are as follows:

Please see attached Exhibit I. The Owner is proposing two (2) modifications to the Existing PUD to permit: 1) outdoor restaurant areas in four (4) locations; and, 2) outdoor retail display and sales areas on the Property. Everything else in the PUD has been previously evaluated, found to be in compliance with the LDC, and will remain as previously permitted in the PUD.

- (1) Permits a creative approach to the development of land;

The proposed PUD modification allows outdoor restaurant areas in four (4) locations, the conversion of two (2) existing vehicular drive through lanes to allow outdoor restaurant areas adjacent to existing tenant spaces and additional outdoor retail display and sales areas on the Property.

- (2) Accomplishes a more desirable environment than would be possible through the strict application of the minimum standards of this Code;

The proposed PUD modification allows the Owner to repurpose retail space. A strict application of the existing PUD would restrict a use that is not inconsistent with the LDC and the City's Comprehensive Plan. The proposed PUD modification also allows the conversion of two (2) drive through lanes to permit outdoor restaurant areas.

- (3) Provides for an efficient use of land, resulting in small networks of utilities and streets, thereby lowering development costs;

Repurposing existing built space and potentially converting two (2) existing vehicular drive through lanes to permit outdoor dining along with outdoor sales represents an efficient use of existing developed land.

- (4) Enhances the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;

⁵ In accordance with the LDC, 1 parking space shall be required for each 250 square feet of outdoor restaurant areas. Any new parking spaces required to permit outdoor restaurant areas will be deducted from the 158 excess parking spaces shown on Exhibit I.

A full array of real estate restrictions and covenants have been recorded in the public record since the Property was fully developed to ensure that all common space will be properly maintained. Nothing in this Application will modify or diminish these.

- (5) Provides an opportunity for new approaches to ownership;

N/A

- (6) Provides an environment of stable character compatible with surrounding areas; and

The proposed PUD modification allows the Owner to convert two (2) drive through lanes to permit outdoor restaurant areas along with additional outdoor restaurant areas and outdoor retail display and sales areas provides an environment of stable character. These proposed modifications are not in consistent with the current uses at the Property which have been deemed compatible with surrounding land uses for more than two (2) decades.

- (7) Retains property values.

The proposed PUD modification allows the Owner to convert two (2) drive through lanes to permit outdoor restaurant areas along with additional outdoor restaurant areas and outdoor retail display and sales areas which clearly enhances the Property value.

In accordance with **Section 34-211(c)**, “the city council shall consider the adoption of an ordinance enacting the proposed amendment based on one (1) or more of the following factors, provided however, that in no event shall an amendment be approved which will result in an adverse community change in which the proposed development is located.”

- (1) Whether the proposed amendment is consistent with the comprehensive plan;

Repurposing existing built space and potentially two (2) existing vehicular drive through lanes while adding outdoor restaurant areas and outdoor retail display and sales areas is not inconsistent with the proposed uses in the South Beach District Future Land Use Category. The Property has been deemed consistent with the comprehensive plan for more than two (2) decades and these proposed changes are not inconsistent with the comprehensive plan.

- (2) Whether the proposed amendment is in conflict with any portion of the LDC;

The proposed modification to the PUD is not in conflict with applicable portions of the LDC.

- (3) Whether and the extent to which the proposed amendment is consistent with existing and proposed land uses;

Repurposing existing built space and potentially two (2) existing vehicular drive through lanes while adding outdoor restaurant areas and outdoor retail display and sales areas is not inconsistent with the proposed uses in the South Beach District Future Land Use Category. The Property has been deemed consistent with the comprehensive plan for more than two (2) decades and these proposed changes are not inconsistent with the comprehensive plan.

- (4) Whether and the extent to which there are any changed conditions that require an amendment;

The primary changed condition that Owner seeks to address is the increased demand for outdoor restaurant areas and sales experiences in Jacksonville Beach.

- (5) Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;

The Property has been fully developed for many years and there has been no indication of inadequate public facilities or that the current uses would exceed the level of service standards established for public facilities. Repurposing existing built space and potentially two (2) existing vehicular drive through lanes while adding outdoor restaurant areas and outdoor retail display and sales areas will not diminish the provision of adequate public facilities in any way.

- (6) Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;

N/A

- (7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the coastal environment;

The proposed modifications to the PUD would not result in any significant adverse impacts of any kind.

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- (8) Whether and the extent to which the proposed amendment would adversely affect the property values in the area;

Repurposing existing built space and potentially two (2) existing vehicular drive through lanes while adding outdoor restaurant areas and outdoor retail display and sales areas will enhance the Property value and will not adversely affect property in the area.

- (9) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;

Repurposing existing built space and potentially two (2) existing vehicular drive through lanes while adding outdoor restaurant areas and outdoor retail display and sales areas are logical and orderly extensions of an existing orderly development pattern.

- (10) Whether it is impossible to find other lands in the city for the proposed use in a zoning district that permits such use as of right.

N/A

CONCLUSION

As demonstrated above, the proposed modifications to the Existing PUD and supporting PDPAA comply with all of the standards governing a rezoning in the LDC and the City's Comprehensive Plan. As a result, Owner respectfully requests recommendations of approval for both the proposed PDP and PUD modifications.

- EXHIBIT A: Legal Description
- EXHIBIT B: Agent Authorization
- EXHIBIT C: Warranty Deed
- EXHIBIT D: Property Appraiser Page
- EXHIBIT E: Duval County Property Appraiser Map
- EXHIBIT F: Future Land Use Map
- EXHIBIT G: Zoning Map
- EXHIBIT H: Current Parking Conditions
- EXHIBIT I: Preliminary Development Plan dated June __, 2021

EXHIBIT A:
LEGAL DESCRIPTION

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Exhibit A

PLANNING & DEVELOPMENT

PARCEL A:

A portion of Section 9, Township 3 South, Range 29 East, Duval County, Florida, and being a portion of South Beach Regional Shopping Center, as per plat recorded in Plat Book 46, pages 88, 88A and 88B, Public Records of Duval County, Florida and being more particularly described as follows:

Commence at the intersection of the Northerly right of way line of J. Turner Butler Boulevard (State Road Number 202) with the Easterly right of way line of South Beach Parkway, formerly known as St. Augustine Boulevard (60 foot right of way as now established); thence with the Easterly right of way line of South Beach Parkway, run North 01 degree 51 minutes 05 seconds West, a distance of 150.00 feet to a point and the Point of Beginning; from the Point of Beginning as thus established, and with the Easterly right of way line of South Beach Parkway, run North 01 degrees 51 minutes 05 seconds West, a distance of 204.72 feet to an iron pin found; thence continuing with said right of way, run North 07 degrees 33 minutes 55 seconds East, a distance of 190.03 feet to an iron pin found at the point of curvature of a curve leading to the right and lying in the Southerly right of way line of the relocation of Jacksonville Drive; run thence along and around the arc of the curve, said curve being concave Northwesterly and having a radius of 81.00 feet; an arc length of 113.92 feet (said arc being subtended by a chord bearing and distance of North 47 degrees 51 minutes 25 seconds East, 104.76 feet) to an iron pin found at the point of reversed curvature of a curve leading to the left; thence run along and around the arc of the curve and with said Southerly right of way line of Jacksonville Drive, said curve being concave Southwesterly and having a radius of 1,058.00 feet, an arc length of 618.02 feet (said arc being subtended by a chord bearing and distance of North 71 degrees 24 minutes 51 seconds East, 609.27 feet) to an iron pin found at the point of tangency of said curve; thence continuing with said Southerly right of way line, run North 54 degrees 40 minutes 47 seconds East, a distance of 345.04 feet to a point; thence leaving said proposed right of way line, run North 88 degrees 08 minutes 55 seconds East, a distance of 894.35 feet to a point; run thence North 01 degrees 40 minutes 50 seconds West, a distance of

240.06 feet to a point on the Southerly right of way of Jacksonville Drive; thence with said right of way, run North 88 degrees 19 minutes 10 seconds East, a distance of 40.00 feet to a point; thence leaving said right of way, run South 01 degrees 40 minutes 50 seconds East, a distance of 258.49 feet to a point; run thence South 18 degrees 01 minutes 16 seconds West, a distance of 265.98 feet to the point of curvature of a curve leading to the left; thence run along and around the arc of the curve, said curve being concave Southwesterly and having a radius of 27.68 feet, an arc length of 48.79 feet (said arc being subtended by a chord bearing and distance of South 32 degrees 24 minutes 33 seconds East, 42.71 feet) to the Point of Tangency of said curve; run thence South 82 degrees 56 minutes 23 seconds East, a distance of 205.37 feet to a point on a curve leading to the left; run thence along and around the arc of the curve, said curve being concave Southeasterly and having a radius of 30.00 feet, an arc length of 21.38 feet (said arc being subtended by a chord bearing and distance of North 76 degrees 38 minutes 51 seconds East, 20.93 feet to the Point of Tangency of said curve) situate on the Westerly right of way line of State Road A1A, also known as 3rd Street (said Westerly right of way line being 100.00 feet Westerly of the centerline); thence with said Westerly right of way, run South 14 degrees 49 minutes 30 seconds West, a distance of 216.48 feet to a P.R.M. found at an angle point in said right of way; thence continuing with said right of way, run South 88 degrees 19 minutes 10 seconds West, a distance of 52.07 feet to an iron pin found; thence continuing with said right of way, run South 14 degrees 49 minutes 30 seconds West, a distance of 146.57 feet to a point; thence leaving said right of way, run South 88 degrees 10 minutes 40 seconds West, a distance of 1,084.74 feet to point; run thence south 01 degrees 49 minutes 20 seconds East, a distance of 296.05 feet to a point on the Northerly right of way line of J. Turner Butler Boulevard; thence with said right of way, run South 88 degrees 10 minutes 40 seconds West a distance of 539.30 feet to point; thence leaving said right of way line, run North 01 degrees 51 minutes 05 seconds West, a distance of 150.15 feet to point; run thence 88 degrees 08 minutes 55 seconds West, a distance of 290.40 feet to a point on the Easterly right of way line of South Beach Parkway and the Point of Beginning, designated Parcels 1, 2, 3 b and 6, of 6 Parcels on Map showing as-built survey of South Beach Regional Shopping Center, certified to IRT Property Company, Nationsbank of Georgia, N.A. and Chicago Title Insurance Company by James D. Harrison, Jr., P.L.S. Number 2647, under date of July 22, 1992, prepared by All American Surveyors, Inc.

LESS AND EXCEPT that certain tract conveyed by Special Warranty Deed from South Beach Regional Associates to the City of Jacksonville Beach, dated May 18, 1990, recorded in Official Records Book 6966, page 803, Public Records of Duval County, Florida.

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PARCEL B:

A portion of Section 9, Township 3 South, Range 29 East, Duval County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of South Beach Parkway, formerly known as St. Augustine Boulevard (60 foot right of way as now established) with the Northerly right of way line of J. Turner Butler Boulevard (State Road Number 202); thence with the Northerly right of way line of J. Turner Butler Boulevard; run North 88 degrees 10 minutes 40 seconds East, a distance of 829.70 feet to a point and the Point of Beginning; from the Point of Beginning as thus established and leaving the Northerly right of way line of J. Turner Butler Boulevard, run North 01 degrees 49 minutes 20 seconds West, a distance of 296.05 feet to a point; run thence North 88 degrees 10 minutes 40 seconds East, a distance of 1,084.74 feet to a point on the Westerly right of way line of State Road A1A, also known as 3rd Street (said Westerly right of way line being 100.00 feet Westerly of the centerline); thence with said right of way line, run South 14 degrees 49 minutes 30 seconds West, a distance of 124.29 feet to a P.R.M. found on the Northerly right of way line of J. Turner Butler Boulevard; thence with said Northerly right of way line, run the following four courses and distances: South 51 degrees 58 minutes 41 seconds West, 283.82 feet to a P.R.M. found, South 85 degrees 22 minutes 28 seconds West, 250.28 feet to an iron pin found, South 89 degrees 41 minutes 05 seconds West, 110.03 feet to a P.R.M. found, and South 88 degrees 10 minutes 40 seconds West, 460.13 feet to a point and the Point of Beginning, designated Parcels 1 and 2 of 2 on map showing as-built survey of South Beach Regional Shopping Center, certified to IRT Property Company, Nationsbank of Georgia, N.A. and Chicago Title Insurance Company by James D. Harrison, Jr., P.L.S. Number 2647, under date of July 27, 1992, prepared by All American Surveyors, Inc.

EXHIBIT DDescription of PremisesJacksonville Beach, Florida

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PARCEL 1:

A portion of Section 9, Township 3 South, Range 29 East, Duval County, Florida being more particularly described as follows:

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Commence at the intersection of the Easterly right of way line of South Beach Parkway, formerly known as St. Augustine Boulevard (a 60.00 foot right of way as now established) with the Northerly right of way line of J. Turner Butler Boulevard (State Road No. 202); thence Easterly and Northeasterly along the said Northerly right of way line the following four courses: Course No. One (1) North 88°10'40" East, 1289.83 feet; Course No. Two (2) North 89°41'05" East, 110.03 feet; Course No. Three (3) North 85°22'28" East, 250.28 feet; Course No. Four (4) North 51°58'41" East, 283.82 feet to a point situate on the Westerly right of way line of State Road A1A also known as Third Street (said Westerly right of way line being 100.00 feet Westerly of the centerline); thence North 14°49'30" East along said Westerly right of way line, 270.85 feet to an angle point in said right of way; thence North 88°19'10" East, 52.07 feet; thence North 14°49'30" East along said Westerly right of way line, (said Westerly right of way line being 50.00 feet Westerly of the centerline), 121.39 feet to the Point of Beginning; point also being situated on a curve leading to the left; thence along and around the arc of the curve and departing from said Westerly right of way line, said curve being concave Southwesterly and having a radius of 45.00 feet, an arc length of 53.09 feet, said arc being subtended by a chord bearing and distance of North 52°31'46" West, 50.06 feet to the point of tangency of said curve; thence North 86°19'35" West, 157.69 feet to the point of curvature of a curve leading to the left; thence along and around the arc of the curve, said curve being concave Southeasterly and having a radius of 75.00 feet, an arc length of 100.02 feet, said arc being subtended by a chord bearing and distance of South 55°28'02" West, 92.77 feet to the point of tangency of said curve; thence South 17°15'39" West, 268.00 feet; thence South 88°10'40" West, 484.19 feet; thence North 01°49'20" West, 360.96 feet; thence North 81°56'18" East, 129.22 feet; thence North 01°49'20" West, 210.25 feet; thence South 88°10'40" West, 49.35 feet; thence North 01°49'20" West, 95.00 feet; thence North 88°08'55" East, 639.35 feet; thence South 01°40'50" East, 18.55 feet; thence South 18°07'16" West, 265.98 feet to the point of curvature of a curve leading to the left; thence along and around the arc of the curve, said curve being concave Northeasterly and having a radius of 27.66 feet, an arc length of 48.79 feet, said arc being subtended by a chord bearing and distance of South 32°24'33" East, 42.71 feet to the point of tangency of said curve; thence South 82°56'23" East, 205.37 feet to the point of curvature of a curve leading to the left; thence along and around the arc of the curve, said curve being concave Northwesterly

and having a radius of 30.00 feet, an arc length of 21.38 feet, said arc being subtended by a chord bearing and distance of North 76°38'51" East, 20.93 feet to a point on said curve, said point also being situate on the aforementioned Westerly

right of way line of State Road A1A; thence South 14°49'30" West along said Westerly right of way line, 95.09 feet to the Point of Beginning

LESS AND EXCEPT that portion conveyed to the City of Jacksonville by the Special Warranty Deed as filed in Official Record Book 6966, page 803, of the Public Records of Duval County, Florida.

NOW KNOWN AS:

Parcel 4 of 5, SOUTH BEACH REGIONAL SHOPPING CENTER, as filed in Plat Book 46, page 88 of the Public Records of Duval County, Florida.

PARCEL 2:

TOGETHER WITH those certain easements contained in the Lease Agreement over and across portions of the shopping center parcel as more particularly described in the First Amendment to Memorandum of Lease filed in Official Record Book 7072, page 708, of the Public Records of Duval County, Florida.

OVERALL PARCEL FOR SOUTH BEACH REGIONAL SHOPPING CENTER

A portion of Section 9, Township 3 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

Begin at the intersection of the Northerly right-of-way line of J. Turner Butler Boulevard, (State Road No. 202), and the Easterly right-of-way line of South Beach Parkway, formerly known as St. Augustine Boulevard, (a 60 foot right-of-way as now established); thence North 01°51'05" West, along said Easterly right-of-way line, 354.72 feet; thence North 07°33'55" East, continuing along said Easterly right-of-way line, 190.03 feet point of curvature of a curve leading to the right and lying in the proposed Southerly right-of-way line of the relocation of Jacksonville Drive; thence along and around the arc of the curve, said curve being concave Southeasterly and having a radius of 81.00 feet, an arc length of 113.92 feet, said arc being subtended by a chord bearing and distance of North 47°51'25" East, 104.76 feet to the point of reverse curvature of a curve leading to the left; thence along and around the arc of a curve and said proposed Southerly right of way line, said curve being concave Northwesterly and having a radius of 1058.00 feet, an arc length of 618.02 feet, said arc being subtended by a chord bearing and distance of North 71°24'51" East, 609.27 feet to the point of tangency of said curve; thence North 54°40'47" East, continuing along said proposed Southerly right of way line, a distance of

345.04 feet; thence North 88°08'55" East, 894.35 feet; thence North 01°40'50" West, 240.06 feet to a point lying on the aforementioned proposed right of way line of the relocation of Jacksonville Drive; thence North 88°19'10" East, along said proposed Southerly right of way line, a distance of 324.75 feet; thence South 55°37'43" East, 40.76 feet, to a point situate on the Westerly right of way line of State Road A1A, also known as Third Street, (said Westerly right of way line being 50.00 feet Westerly of the centerline); thence South 14°49'30" West, along said Westerly right of way line, 788.50 feet to an angle point in said right of way line; thence South 88°19'10" West, 52.07 feet; thence South 14°49'30" West, along said Westerly right of way line of State Road A1A, (said Westerly right of way line being 100.00 feet Westerly of the centerline), 146.57 feet; thence South 88°10'40" West, 1084.74 feet; thence South 01°49'20" West, 296.05 feet, to a point on the Northerly right of way line of aforementioned J. Turner Butler Boulevard; thence South 88°10'40" West, along said Northerly right of way line, 829.70 feet to the Point of Beginning.

Subject to an 80 foot drainage easement and a drainage easement for the Florida Department of Transportation and the Jacksonville Transportation Authority.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCEL any portion of the property described in Parcel 1 described above.

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EXHIBIT B:
AGENT AUTHORIZATION

EXHIBIT B
Agent Authorization

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City of Jacksonville Beach
Planning and Development Department
11 North 3rd Street
Jacksonville Beach, FL 32250

PLANNING & DEVELOPMENT

**Re: Agent Authorization 3818 South 3rd Street, Jacksonville Beach, FL 32250
(RE# 181416 1110)**

Ladies and Gentlemen:

You are hereby advised that Patrick McKinley, as Vice President, REGENCY CENTERS, LP, as the owner of the property described in **Exhibit A**, hereby authorizes and empowers DRIVER, MCAFEE, HAWTHORNE, & DIEBENOW, PLLC, to act as agent to file an application for land use amendment and rezoning, and such other entitlements as may be required for the above referenced property and in connection with such authorization to file such applications, papers, documents, request and other matters necessary for such requested change as submitted to the Jacksonville Beach Planning and Development Department.



WENDI HILL
Commission # GG 240466
Expires November 20, 2022
Bonded Thru Budget Notary Services

REGENCY CENTERS, LP

By: 

Patrick McKinley, Vice-President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing affidavit was sworn and subscribed before me this 29 day of December 2020, by Patrick McKinley, who is ☒ personally known to me or ☐ has produced N/A as identification.

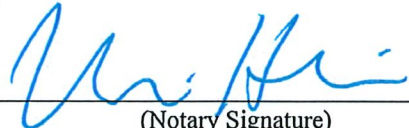

(Notary Signature)

EXHIBIT C:
WARRANTY DEED

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Prepared by and return to:
Joni Bonnell
Regency Centers
One Independent Drive, Suite 114
Jacksonville, FL 32202

PLANNING & DEVELOPMENT

South Beach Regional

WARRANTY DEED

THIS WARRANTY DEED is made effective as of March 1, 2017, by and between **REGENCY CENTERS CORPORATION**, a Florida corporation, as successor by merger with Equity One, Inc., a Maryland corporation, as successor by merger with IRT Property Company, a Georgia corporation, whose address is One Independent Drive, Suite 114, Jacksonville, Florida 32202 ("**Grantor**"), and **REGENCY CENTERS, L.P.**, a Delaware limited partnership, whose address is One Independent Drive, Suite 114, Jacksonville, Florida 32202 ("**Grantee**").

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the real property located in Duval County, Florida, more particularly described on Exhibit A attached hereto (the "**Property**").

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to taxes and assessments for the year 2017 and thereafter, zoning and other governmental regulations, all conditions, restrictions, limitations, easements and matters of record, if any, but this provision shall not operate to reimpose same, any matters that would be disclosed by a physical inspection or an accurate survey of the Property and rights or claims of tenants of the Property, as tenants only, under unrecorded leases or rental agreements.

This instrument is a conveyance of unencumbered real property for no consideration from Grantor to Grantee, where Grantor's beneficial interest in the Property is identical to Grantor's beneficial interest in Grantee and Grantor owns 100% of the beneficial interest in Grantee. Accordingly, the beneficial ownership in the Property is not changed by this conveyance and there is no "purchaser" within the meaning of Sect. 201.02(1), Fla. Stat. See Technical Assistance Advisement Nos. 02B4-013 (Dec. 10, 2002), 04B4-013 (Dec. 30, 2004), and 06B4-005 (June 2, 2006); KURO, INC. v. STATE, 713 So.2d 1021 (Fla. 2nd DCA 1998), and CRESCENT MIAMI CENTER, LLC v. DEPARTMENT OF REVENUE, 903 SO. 2D 913 (FLA. 2005). Only minimal documentary stamp tax is due in connection with this Deed.

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IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed and sealed in the presence of:

"GRANTOR"

Amanda Williams
Amanda Williams

REGENCY CENTERS CORPORATION,
a Florida corporation

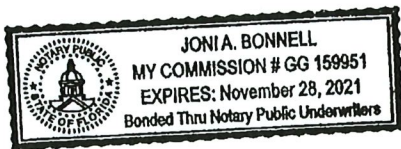
Joni A. Bonnell
Joni A. Bonnell

By: Barbara C. Johnston
Barbara C. Johnston
Senior Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9 day of April, 2018, by Barbara C. Johnston, as Senior Vice President of Regency Centers Corporation, a Florida corporation, who is personally known to me.

{Notary Seal must be affixed}



Joni A. Bonnell
Public Notary
Joni A. Bonnell
Name of Notary

EXHIBIT D:
PROPERTY APPRAISER PAGE

REGENCY CENTERS LP

Primary Site Address

Official Record Book/Page

Title #
9509

C/O PROPERTY TAX DEPARTMENT
PO BOX 790830
SAN ANTONIO, TX 78279-0830

3818 S 3RD ST
3818 S 3RD ST
Jacksonville Beach FL 32250

3818 S 3RD ST

Property Detail

RE #	181416-1110
Tax District	USD28
Property Use	1691 Shopping Ctr/Community
# of Buildings	8
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	04672 SOUTH BCH REG SHOPPING CNTR
Total Area	1264424

The sale of this property may result in higher property taxes. For more information go to Save Our Homes and our Property Tax Estimator. In Progress property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. Learn how the Property Appraiser's Office values property.

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value

No applicable exemptions

SJRWMD/FIND Taxable Value

No applicable exemptions

School Taxable Value

No applicable exemptions

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
18344-02133	3/1/2017	\$100.00	WD - Warranty Deed	Unqualified	Improved
07385-00787	7/31/1992	\$14,020,400.00	SW - Special Warranty	Unqualified	Improved

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	LPCC1	Light Pole Concr	1	0	0	38.00	\$9,367.00
2	LITC1	Lighting Fixtures	1	0	0	63.00	\$15,679.00
3	PVAC1	Paving Asphalt	1	0	0	385,413.00	\$167,269.00
4	PVCC1	Paving Concrete	1	0	0	21,459.00	\$25,912.00
5	WMCC1	Wall Masonry/Concr	1	0	0	3,940.00	\$8,707.00
6	SWSC6	Sprinkler Wet System	1	0	0	46,321.00	\$17,509.00
7	SWSC6	Sprinkler Wet System	2	0	0	5,700.00	\$2,394.00
8	SWSC6	Sprinkler Wet System	3	0	0	38,626.00	\$16,223.00
9	SWSC6	Sprinkler Wet System	4	0	0	22,304.00	\$9,368.00
10	SWSC6	Sprinkler Wet System	5	0	0	31,533.00	\$13,244.00
11	SWSC6	Sprinkler Wet System	6	0	0	31,935.00	\$13,413.00
12	SWSC6	Sprinkler Wet System	7	0	0	2,250.00	\$945.00
13	LPCC1	Light Pole Concr	8	0	0	7.00	\$1,726.00
14	LITC1	Lighting Fixtures	8	0	0	9.00	\$2,240.00
15	WMCC1	Wall Masonry/Concr	8	0	0	1,629.00	\$4,320.00
16	SWSC6	Sprinkler Wet System	8	0	0	99,686.00	\$83,736.00
17	PVAC1	Paving Asphalt	8	0	0	238,600.00	\$103,552.00
18	PVCC1	Paving Concrete	8	0	0	39,107.00	\$51,719.00
19	LPWC1	Light Pole Metal	8	0	0	17.00	\$7,976.00

20	LUTC1	Lighting Fixtures	8	0	30.00	\$6,222.00
21	WMCC1	Wall Masonry/Concrt	8	0	1,728.00	\$7,638.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	JPUD	0.00	0.00	Common	1,273,694.00	Square Footage	\$11,921,776.00

Legal

LN	Legal Description
1	46-88 09-3S-29E 29.24
2	SOUTH BEACH REGIONAL SHOPPING CENTER
3	SOUTH BEACH REGIONAL PARCELS 1,2,3,4,
4	RETENTION PARCEL 5

Buildings

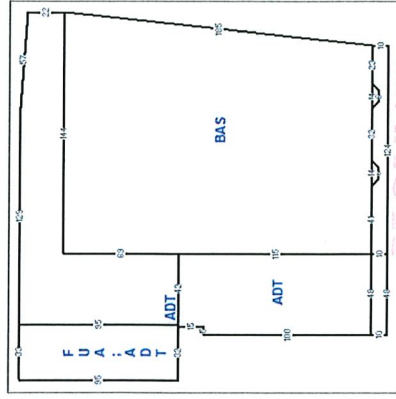
Building 1
Building 1 Site Address
3818 S 3RD ST Unit
Jacksonville Beach FL 32250

Building Type	1101 - STORE RETAIL
Year Built	1990
Building Value	\$2,754,607.00

Type	Gross Area	Heated Area	Effective Area
Base Area	24656	24656	24656
Addition	5445	5445	5445
Semi-Finished Base	40	40	32
Canopy	1160	0	290
Addition	7620	7620	7620
Finished upper story 1	3135	3135	3135
Addition	3135	3135	3135
Canopy	480	0	120
Semi-Finished Base	40	40	32
Total	45711	44071	44465

Element	Code	Detail
Exterior Wall	15	15 Concrete Blk
Roof Struct	9	9 Rigid Fr/Bar J
Roofing Cover	4	4 Built Up/T&G
Interior Wall	5	5 Drywall
Int Flooring	14	14 Carpet
Int Flooring	11	11 Cer Clay Tile
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	4	4 Packaged Unit
Ceiling Wall Finish	5	5 S Cell Wall Fin
Comm Htg & AC	1	1 Not Zoned
Comm Frame	3	3 C-Masonry

Element	Code	Detail
Stories	1.000	
Baths	10.000	
Rooms / Units	22.000	
Avg Story Height	18.000	



PC 8-21

JUN 25 2021

21-100109

PLANNING & DEVELOPMENT

2020 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Beaches	\$28,982,000.00	\$0.00	\$28,982,000.00	\$233,387.56	\$236,238.08	\$224,297.49
Public Schools: By State Law	\$28,982,000.00	\$0.00	\$28,982,000.00	\$111,723.22	\$105,987.17	\$109,044.78
By Local Board	\$28,982,000.00	\$0.00	\$28,982,000.00	\$64,365.40	\$65,151.54	\$62,821.38
FL Inland Navigation Dist.	\$28,982,000.00	\$0.00	\$28,982,000.00	\$916.23	\$927.42	\$886.85
Jax Bch USD2B	\$28,982,000.00	\$0.00	\$28,982,000.00	\$0.00	\$0.00	\$0.00
Jax Beach	\$28,982,000.00	\$0.00	\$28,982,000.00	\$114,377.43	\$115,774.40	\$109,963.50
Water Mgmt Dist. SJRWMD	\$28,982,000.00	\$0.00	\$28,982,000.00	\$6,911.84	\$6,628.18	\$6,628.18
Gen Gov Voted	\$28,982,000.00	\$0.00	\$28,982,000.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$28,982,000.00	\$0.00	\$28,982,000.00	\$0.00	\$0.00	\$0.00
Urban Service Dist2	\$28,982,000.00	\$0.00	\$28,982,000.00	\$0.00	\$0.00	\$0.00
			Totals	\$531,681.68	\$530,706.79	\$513,642.18
Description	Just Value	Assessed Value	Exemptions	Taxable Value		
	Last Year					
	Current Year					
		\$28,632,295.00	\$0.00		\$28,632,295.00	

Property Appraiser - Property Details		
	\$28,982,000.00	\$28,982,000.00
	\$28,982,000.00	\$0.00

2020 TRIM Property Record Card (PRC)

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

Property Record Card (PRC)

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2020

2019

2018

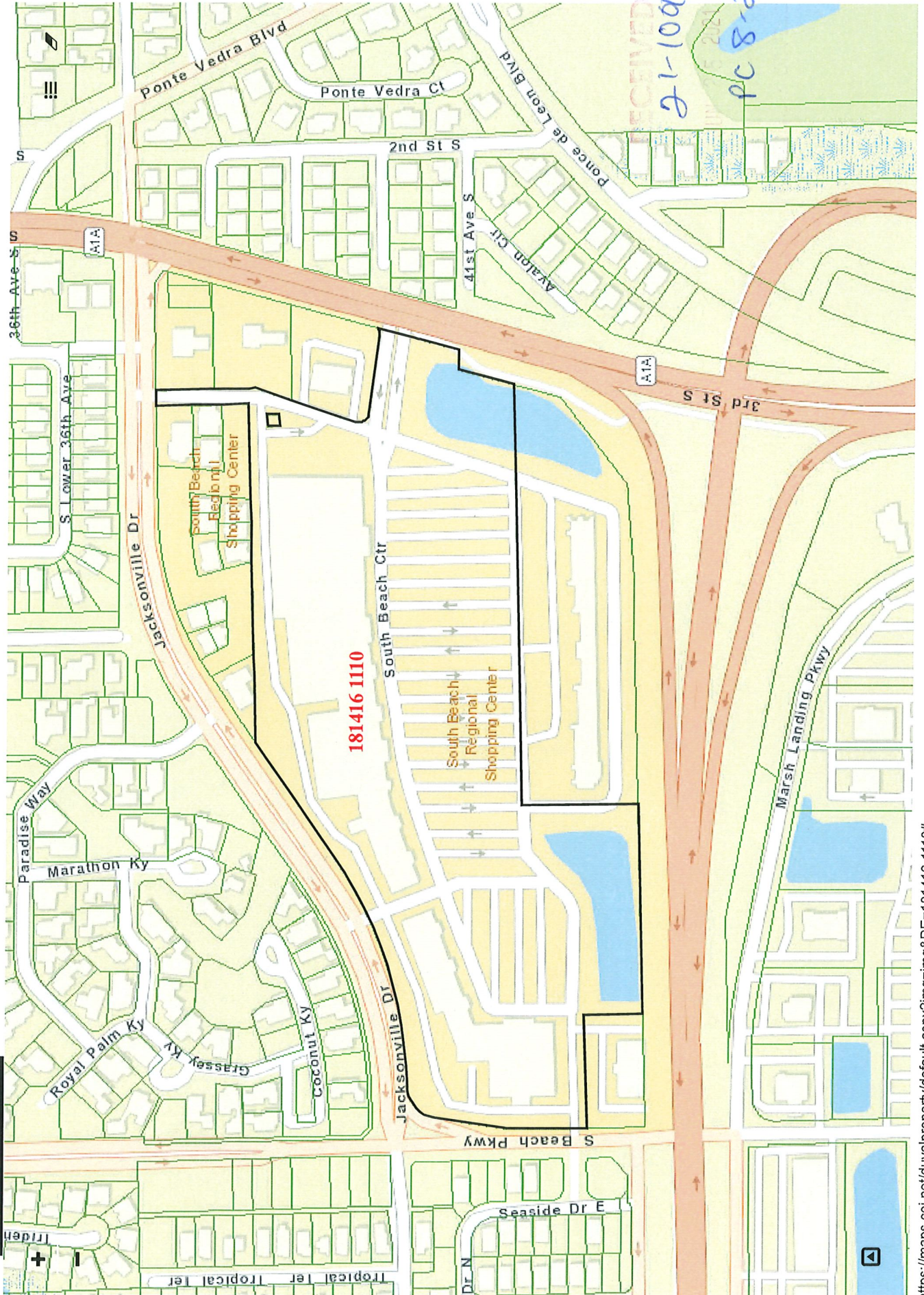
- To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: 

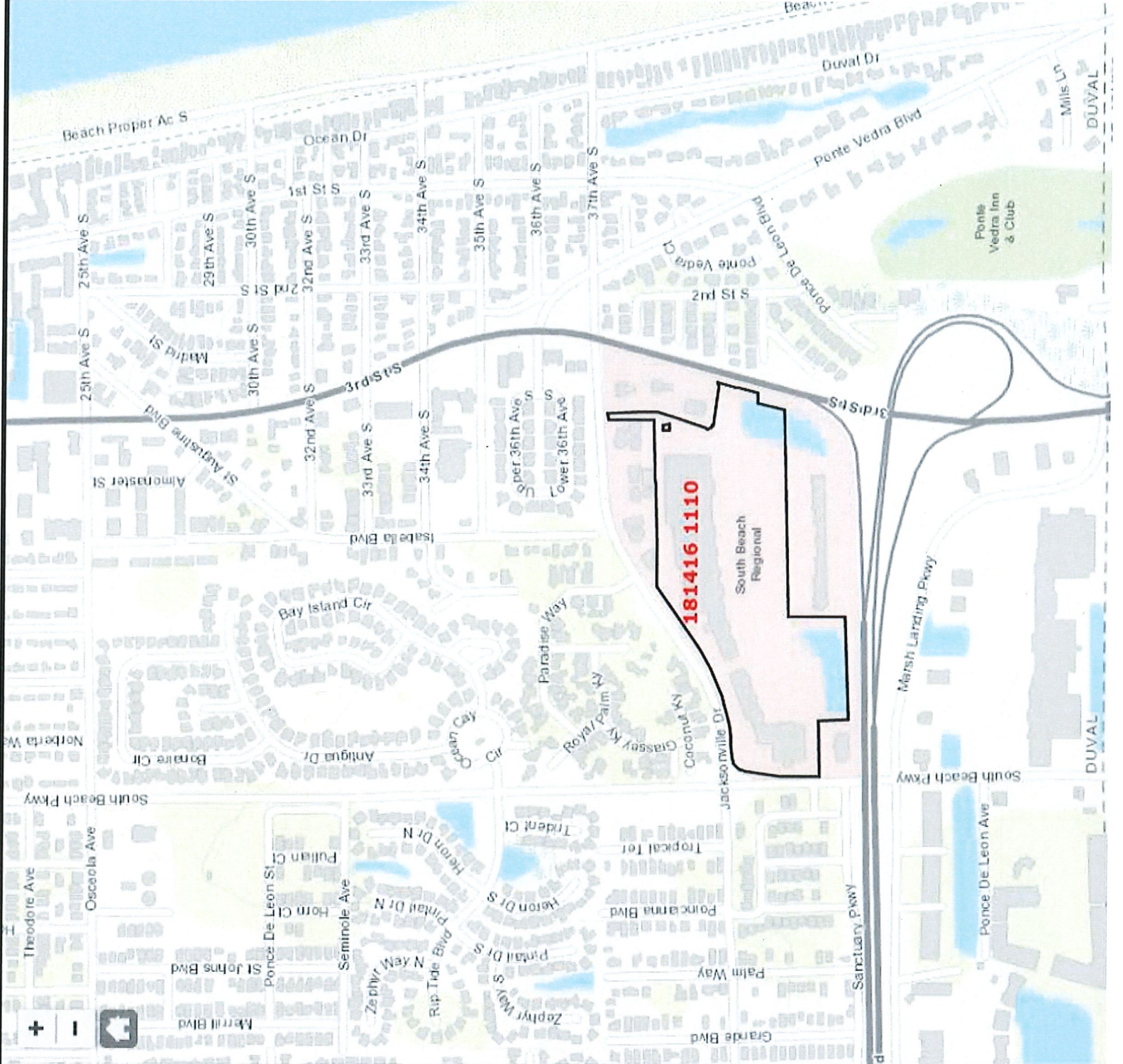
More Information

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)

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PC8-21
JUN 25 2021
21-100109
PLANNING & DEVELOPMENT

EXHIBIT E:
DUVAL COUNTY PROPERTY APPRAISERS MAP





1	results	Details	x
state #: 181416 1110			
FILE COPY			
r: REGENCY CENTERS LP			
Name 2:			
address 1: PO BOX 2539			
address 2:			
address 3:			
city: SAN ANTONIO			
state: TX			
zip: 78299			
29.03			
Description: 46-88 09-3S-29E 29.24 SOUTH REGIONAL SHOPPING CENTER SOUTH BEACH PARCELS 1,2,3,4.			
property Use: 1691			
property Use Desc: SHOPPING CTR/COMMUNITY			
Phone: N/A			
Improvement Value: 15862215			

EXHIBIT F:
FUTURE LAND USE MAP

Exhibit F - Future Land Use Map

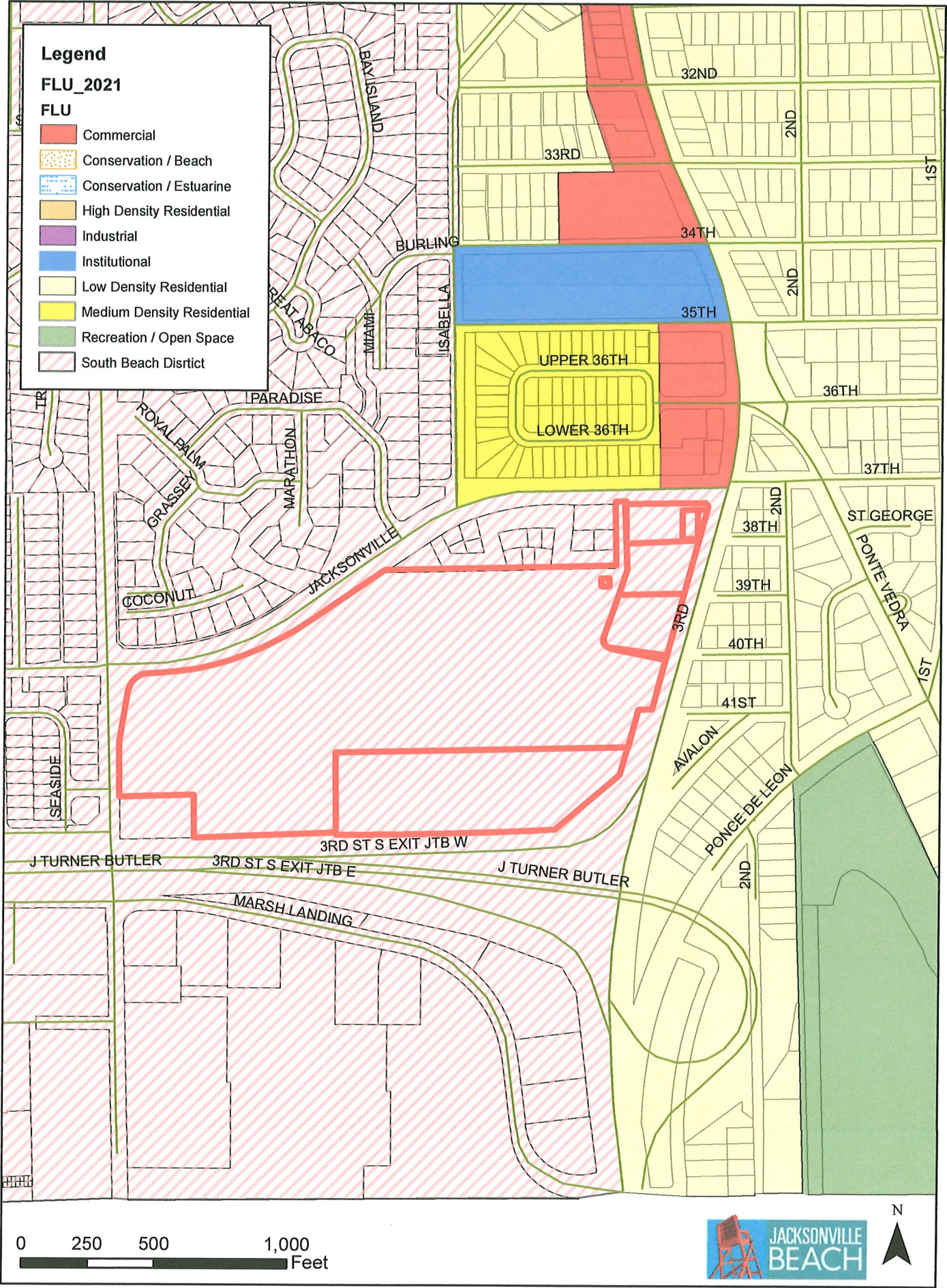
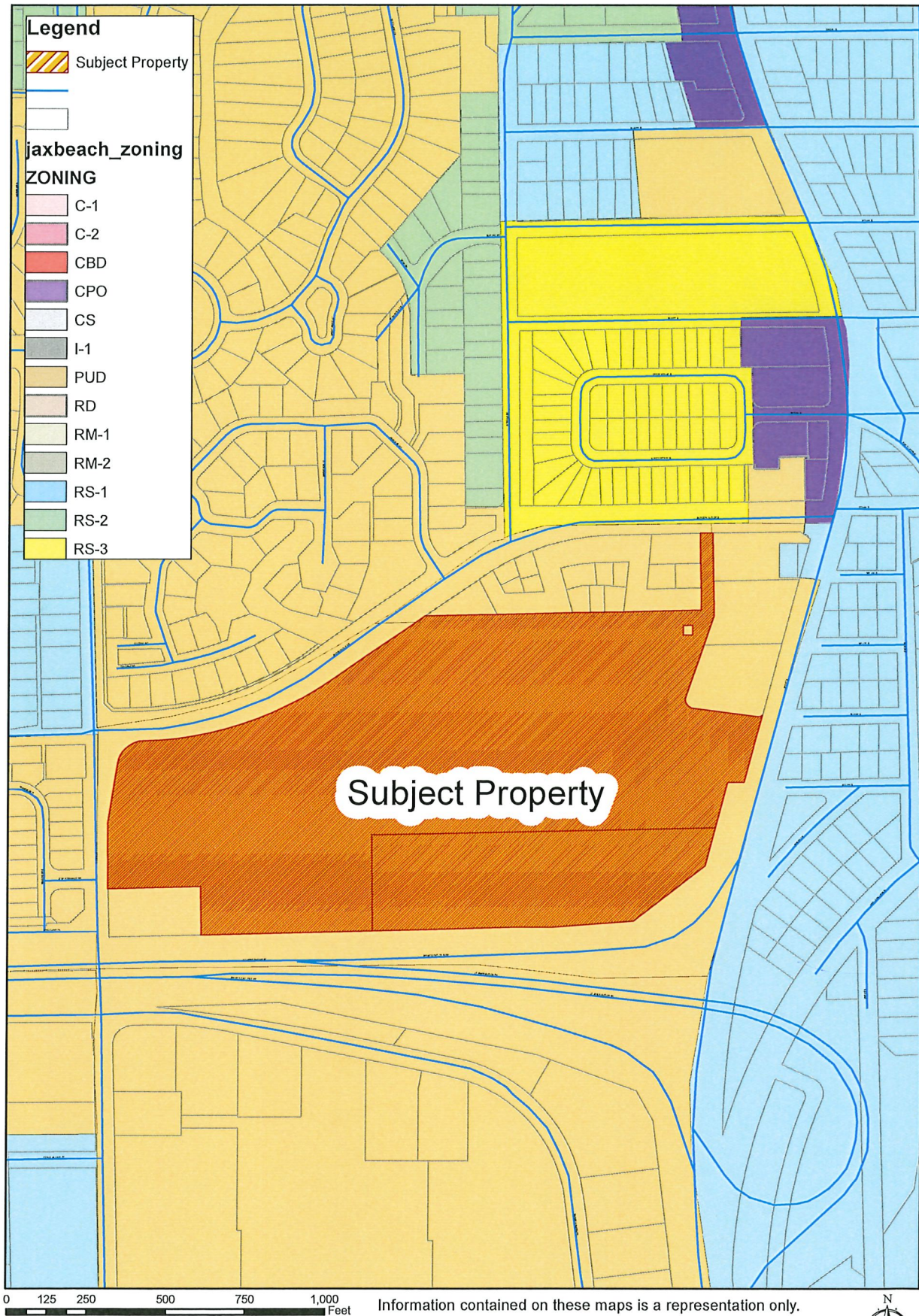


EXHIBIT G:
ZONING MAP



Information contained on these maps is a representation only. As such, the City of Jacksonville Beach provides no warranties concerning the accuracy of this data for any other particular use. The City of Jacksonville Beach assumes no liability whatsoever associated with the use of such data.



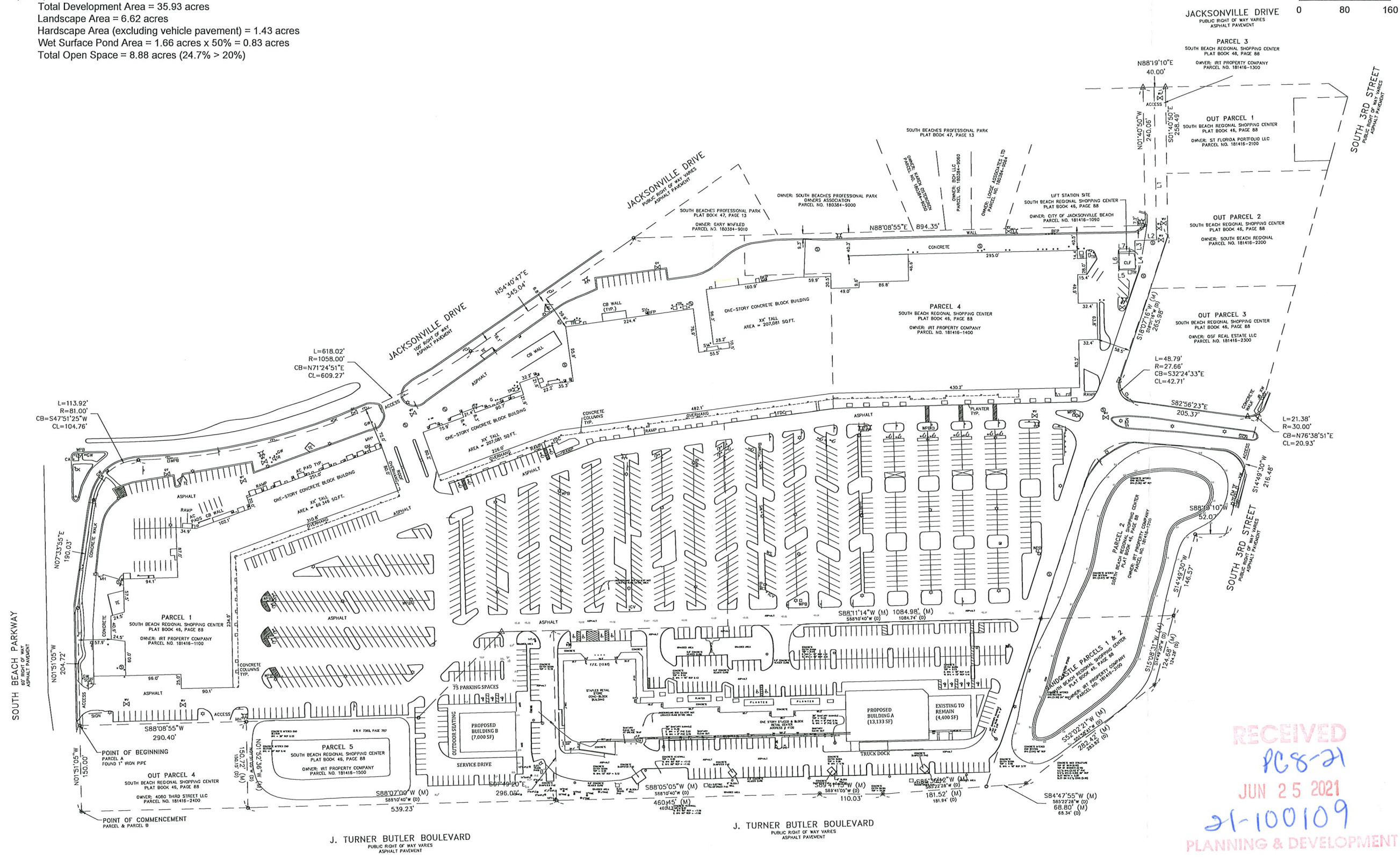
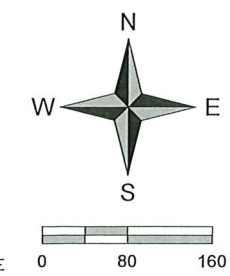
EXHIBIT H:
CURRENT PARKING CONDITIONS

EXISTING

Building Area Calculations
Approved Total Building Area (GLA) = 315,285 sf

Parking Calculations:
Total Required Parking = 315,285/250 = 1,261 spaces
Approved Parking Spaces = 1,419 spaces (4.5 per 1,000 sf)

Open Space Calculations:
Total Development Area = 35.93 acres
Landscape Area = 6.62 acres
Hardscape Area (excluding vehicle pavement) = 1.43 acres
Wet Surface Pond Area = 1.66 acres x 50% = 0.83 acres
Total Open Space = 8.88 acres (24.7% > 20%)



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JUN 25 2021
21-100109
PLANNING & DEVELOPMENT

South Beach Regional
Shopping Center
Jacksonville Beach, Florida

ISSUE/DESCRIPTION	DATE
PUD APPLICATION	03/10/21
CURRENT DEVELOPMENT PLAN	

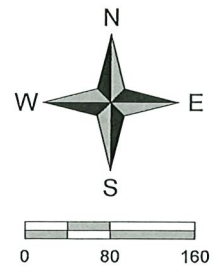
EXHIBIT-H

EXHIBIT I:
PRELIMINARY DEVELOPMENT PLAN

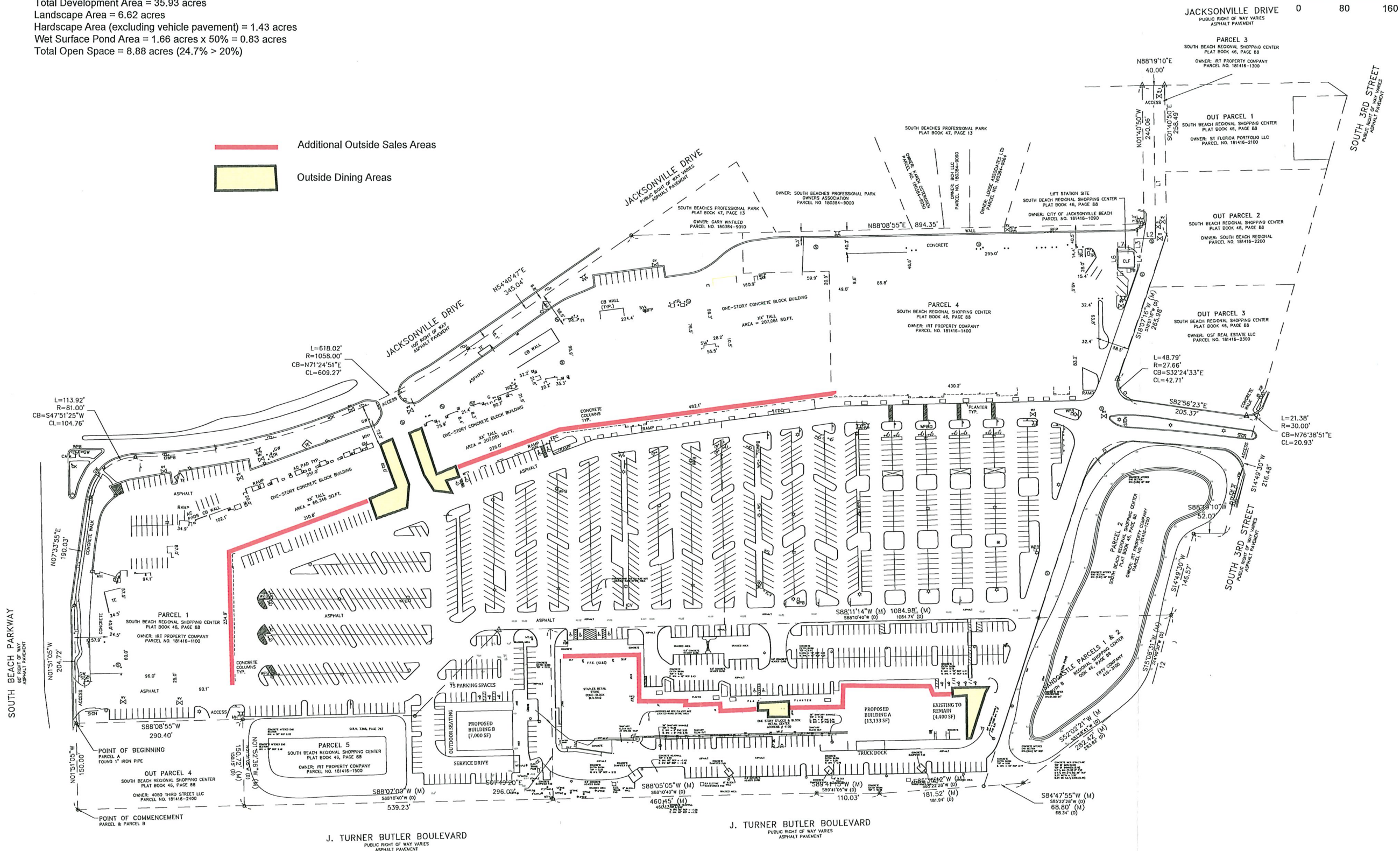
Building Area Calculations
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Total Open Space = 8.88 acres (24.7% > 20%)



Additional Outside Sales Areas
Outside Dining Areas



South Beach Regional
Shopping Center
Jacksonville Beach, Florida

ISSUE/DESCRIPTION DATE
PUD APPLICATION 03/10/21
PUD RESUBMITTAL 05/24/21
GreenbergFarrow
1430 West Peachtree Street NW, Suite
200 Atlanta, GA 30309
t: 404 601 4000 f: 404 601 3980

CURRENT
DEVELOPMENT
PLAN

EXHIBIT I

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

ORDINANCE NO. 2021-8167

AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE NO. 7411, AS AMENDED, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CITY OF JACKSONVILLE BEACH LAND DEVELOPMENT CODE.

WHEREAS, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

WHEREAS, Regency Center, LP, is the property owner ("Property Owner") of the Planned Unit Development zoning referred to as the South Beach Regional Shopping Center established on April 24, 1989, pursuant to Ordinance No. 7411, as amended by Ordinance No. 7436, Ordinance No. 95-7635, Ordinance No. 2006-7928, Ordinance No. 2009-7972, Ordinance 2013-8033 and Ordinance 2016-8077 (PUD) has submitted an application to further amend the PUD; and

WHEREAS, the Property Owner of the South Beach Regional Shopping Center property desires that the PUD zoning allow the specific uses of outdoor restaurant areas, and the outside storage and display of merchandise in the shopping center; and

WHEREAS, the inclusion of such permitted uses requires an amendment to the PUD zoning which governs the South Beach Regional Shopping Center; and

WHEREAS, the City Council has considered the application, all relevant support materials, the staff report, the conditions as amended, the recommendation of the Planning Commission, and public testimony given at the public hearings and had determined the amendments to the PUD to be appropriate and in the best interest and public welfare of the City of Jacksonville Beach.

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

SECTION 1. The City of Jacksonville Beach has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. The City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the City of Jacksonville

Beach Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

SECTION 3. That Section 1, Paragraph A, of Ordinance No. 7411, as amended by Ordinance No. 7436, as amended by Ordinance No. 2009-7972, and as amended by Ordinance No. 2013-8033, is hereby deleted in its entirety and replaced with the following:

A. The preliminary development plan labeled “South Beach Regional, Jacksonville Beach, Florida, for the Sofran Company” prepared by Vermey Architects, and dated March 21, 1988 as amended and revised November 28, 1988; amended by Site Plan Sheet FL-513u, dated September 8, 2006; amended by the Site Geometry Plan sheet prepared by Skiles, Davis & Baker, P.A., dated April 17, 2009; amended by the plan titled “Overall Site Plan, Sheet C-1,” prepared by Envision Design and Engineering, dated August 9, 2013; and as further amended by Exhibit I prepared by GreenburgFarrow, dated May 24, 2021, attached hereto and made a part hereof, is hereby adopted and made a part of this supplement to the Comprehensive Zoning Regulations.

SECTION 4. That Section 1, Paragraph B, of Ordinance No. 7411, as amended by Ordinance No. 7436, amended by Ordinance 95-7635, amended by Ordinance No. 2006-7928, and amended by Ordinance No. 2009-7972, is hereby deleted in its entirety and replaced with the following:

B. The project narrative statement submitted by the Sofran Company and dated January 12, 1989, including the “Approved Land Uses by Parcel – Sofran Commercial Planned Unit Development”, printed April 17, 1989, as amended by Ordinance No. 7436, amended by Ordinance 95-7635, amended by Ordinance No. 2006-7928, and amended by Ordinance No. 2009-7972, is further amended to add to the list of approved uses for the South Beach Regional Shopping Center, to include those uses as identified in the project narrative, dated June 24, 2021, and as identified on Exhibit I attached hereto, prepared by GreenburgFarrow and dated May 24, 2021.

SECTION 5. That Section 1, Paragraph E, as added to Ordinance No. 7411, through the adoption of Ordinance No. 2006-7928, and as amended by Ordinance No. 2016-8077, is hereby further amended to add a new condition “20,” as follows:

20. Outdoor retail display and sales areas of merchandise and outdoor restaurant areas (*outside of the K-Mart Parcel*) shall be allowed adjacent to the buildings as shown on Exhibit I, attached hereto prepared by GreenburgFarrow and dated May 24, 2021; however, clear ingress and egress shall be required to be maintained to the buildings, and clear sidewalk access shall be maintained to the shopping center at all times. All areas used for outdoor retail display and sales areas and outdoor restaurant areas shall be fire sprinklered if under canopy, or as otherwise required by the Office of the Fire Marshal.

- a. Outdoor restaurant areas shall be permitted as shown on Exhibit I, attached hereto prepared by GreenburgFarrow and dated May 24, 2021, and shall not require a Conditional Use approval. All outdoor restaurant areas shall adhere to the requirements as described in Section 34-407 of the City of Jacksonville Beach Land Development Code except those portions amended by this Ordinance as they pertain to seating and seating allocation.
- b. All outdoor restaurant areas shall adhere to the general requirements as described in Section 34-425(h) of the City of Jacksonville Beach Land Development Code with regards to visibility at sight triangles at intersections for internal drive lanes and parking isles.
- c. Outdoor restaurant areas adjacent to the northern drive aisle leading in and out to Jacksonville Drive shall provide protective concrete barriers along the entire exterior perimeter, excluding those sides that are adjacent to the business, but otherwise encompassing or surrounding any area where there can be vehicle conflict. Barriers shall have an ASTM-C40 rating and shall be placed no further than 48 inches apart. Creative forms of barriers may be considered under Crime Prevention through Environmental Design (CPTED) best practices. Final designs of barriers to be determined through the standard design review process incorporating the above guidance.
- d. Outdoor restaurant areas may have outside speakers; however, shall be limited to Low Volume Outdoor amplified and acoustic sound, as defined in Section 18-7 of the City of Jacksonville Beach Code of Ordinances. Outdoor restaurant areas adjacent to Jacksonville Drive shall have speakers only oriented to the south.
- e. Outdoor restaurant services shall cease operation at 10:00 p.m., Sunday through Thursday, and 11:00 p.m., Friday and Saturday.
- f. Outside display of merchandise shall be permitted at all retail sales locations, as shown on Exhibit I , attached hereto prepared by GreenburgFarrow and dated May 24, 2021; however, clear sidewalk access shall be maintained to the balance of the shopping center spaces at all times and a clear ADA compliant path shall be maintained at all times along any sidewalk or walkway. There shall be no overnight displays or merchandise left on sidewalks except on Parcel 4.

SECTION 6. All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may in conflict, hereby repealed.

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

AUTHENTICATED THIS _____ day of _____, 2021.

Christine H. Hoffman, MAYOR

Sheri Gosselin, CITY CLERK