



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Monday, May 16, 2022

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. Regular City Council Meeting held on May 2, 2022

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- A. Presentation by the North Florida Transportation Planning Organization (TPO) Staff on the Transportation Improvement Program (TIP)
- B. Proclamation for National Safe Boating Week
- C. Citizen Information Academy Graduation

CITY CLERK

CITY MANAGER

- A. Accept/Reject the Monthly Financial Reports for the month of April 2022
- B. Appoint Justin Lerman to fill the vacant unexpired Regular Member term on the Planning Commission, with a term expiring date of December 31, 2024; *and*

Appoint Emily Stouffer to fill the unexpired 1st Alternate term on the Planning Commission, with a term expiring date of December 31, 2024; *and*

Nominate and appoint a new 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring date of December 31, 2025.

- C. Approve/Disapprove the advanced purchase of two vehicles budgeted in FY2023 of current

Capital Improvement Plan for Beaches Energy Services

- D. Approve/Disapprove the Purchase of Natural Gas Supply from Florida Gas Utility and Declare Florida Gas Utility the Sole Source Supplier for the City's Natural Gas Utility
- E. Approve/Disapprove the Emergency Sanitary Sewer Repair to be Completed by G&H Underground for an amount not to exceed \$37,664
- F. Approve/Disapprove the emergency purchase of two Sequential Batch Processors Mixers for the Pollution Control Plant from Carter & VerPlanck in the amount of \$57,334 and declare Carter & VerPlanck as a Sole Source Provider for future purchases

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2111-2022 approving applications for Honorary Street Name Designations
- B. Adopt/Deny Resolution No. 2112-2022 for future consideration of the abandonment of the City of Jacksonville Beach right-of-way

ORDINANCES

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the council with respect to any matter considered at such meeting, he or she will need a record of the proceedings. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing 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.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

**Minutes of Regular City Council Meeting
held Monday, May 2, 2022, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Mayor Hoffman asked everyone to keep the Jacksonville Beach families of Garrett Opper and Michael Stewart in their prayers.

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Director of Public Works Dennis Barron, 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 City Council Meeting held on April 18, 2022
- Council Briefing held on April 25, 2022

ANNOUNCEMENTS:

Council Member Golding acknowledged the retirement of Police Commander Mark Evans and thanked him for his service.

Council Member Meza said he and Council Member Janson attended training by the Florida League of Cities. He congratulated Commander Evans and thanked him for his service. He also congratulated the new Commander [Thomas Bingham].

Mayor Hoffman thanked the Police Department for partnering with the United States Drug Enforcement Administration (DEA) and Project Opioid for Drug Take Back Day. She noted they collected 61 pounds of medication. She mentioned sea turtle nesting season began on May 1st, and a Police Memorial Ceremony would be held on May 4, 2022. She also mentioned the May 6, 2022 Moonlight Movie would be "The Goonies."

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors.

- Police Chief Gene Paul Smith spoke on behalf of the City's Leadership Team and read a statement [on file] which acknowledged the leadership of City Manager Mike Staffopoulos and City Attorney Sandra Robinson.

The following spoke about the Volunteer Life Saving Corps:

- Chris Soulby, 990 Park Side Drive, Atlantic Beach
- Demian Harris, 11887 Arbor Lake Drive, Jacksonville
- Mikey Atkins, 1805 Bartram Circle West, Jacksonville
- April Howard, 29 San Pablo Circle South, Jacksonville Beach, spoke about privacy fencing.
- Cheri Jones, 27 San Pablo Circle South, Jacksonville Beach, spoke about privacy fencing.

MAYOR AND CITY COUNCIL: *No items*

CITY CLERK: *No items*

CITY MANAGER:

Item A **Appoint, as a ministerial act, John Gosztyla to serve as fifth member on the Police Officers' Retirement System Board of Trustees**

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to appoint, as a ministerial act, John Gosztyla to serve as fifth member on the Police Officers' Retirement System Board of Trustees.

Discussion: *None*

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

Item B **Appoint, as a ministerial act, Deborah White to serve as fifth member on the Firefighters' Retirement System Board of Trustees**

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to appoint, as a ministerial act, Deborah White to serve as fifth member on the Firefighters' Retirement System Board of Trustees.

Discussion: *None*

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

Item C **Award/Reject Bid No. 2122-08 PCP Digester Tank, Air Piping and Stairway Modifications to PBM Constructors, Inc., in the amount not to exceed**

\$1,229,206; and a construction administration services agreement to Four Waters Engineering, Inc., in the amount not to exceed \$29,492

Director of Public Works Dennis Barron reviewed the bid.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award Bid No. 2122-08 PCP Digester Tank, Air Piping and Stairway Modifications to PBM Constructors, Inc., in the amount not to exceed \$1,229,206; and a construction administration services agreement to Four Waters Engineering, Inc., in the amount not to exceed \$29,492.

Discussion:

Mr. Barron explained the project, the emergency work done to date, and described the next steps.

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

RESOLUTIONS

Item A Adopt/Deny Resolution No. 2108-2022 adopting the Remote Participation Policy

Mayor Hoffman requested the City Clerk read Resolution No. 2108-2022 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING THE REMOTE PARTICIPATION POLICY; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2108-2022 adopting the remote participation policy.

Discussion:

A discussion ensued regarding the vagueness of Section 3 and the cause of absence.

Motion to Amend: It was moved by Ms. Golding to amend Section 5 to add “except upon good cause shown.”
The motion failed due to the lack of a second.

A discussion ensued regarding potential abuse of the policy.

Motion to Amend: It was moved by Mr. Nichols, seconded by Mr. Janson, to remove conditions 3. and 4. under Section 3.

Discussion:

A discussion ensued regarding the cause of absence and clarifying condition 3.

City Attorney Sandra Robinson suggested looking at how condition 3. was worded in conjunction with condition 1. She agreed the Council should further restrict the language or refine it if there was evidence of abuse of the policy. She confirmed Florida law permits a member to attend and vote remotely without the policy in place.

Roll Call Vote on Amended Motion: Ayes – Nichols, Janson,
Nays – Stokes, Golding, Meza, Mayor Hoffman
The amended motion failed 4-2.

Discussion:

A discussion ensued about health-related matters and the liability of potential accidents associated with operating a vehicle while remotely participating in a City Council meeting.

Ms. Robinson clarified the example was if a vehicle was stuck in traffic and not moving for a prolonged period of time.

Roll Call Vote on Original Motion: Ayes –Stokes, Golding, Meza, Mayor Hoffman
Nays – Janson, Nichols
The original motion passed 4-2.

ORDINANCES: *No items*

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:48 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	02/24/2022
SUBJECT:	Monthly Financial Reports for the month of April 2022

BACKGROUND

Attached are the monthly financial reports for April 2022 as prepared by the Finance Department. These reports represent seven months of activity, or 58% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept/Reject the Monthly Financial Reports for the month of April 2022

ATTACHMENTS

1. 2022-4 April Financials



SUMMARY BUDGET REPORT

April 30, 2022

58.08% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	12,462,235	83.65%	11,834,782	83.08%	0.56%	627,453
2 Licenses & Permits	562,465	92.99%	488,452	94.86%	-1.87%	74,012
3 Intergovernmental Revenue	2,719,475	65.70%	2,621,105	68.12%	-2.42%	98,370
4 Charges for Services	243,242	51.80%	248,143	56.38%	-4.58%	(4,900)
5 Enterprise Contributions	2,225,529	58.33%	2,190,742	58.33%	0.00%	34,788
6 Miscellaneous Revenue	(169,767)	-51.10%	151,544	41.08%	-92.18%	(321,312)
7 Fines & Forfeitures	73,164	45.17%	74,777	49.43%	-4.26%	(1,613)
8 Interfund Transfers	318,899	62.04%	272,015	52.92%	9.12%	46,884
Total Revenues	\$18,435,243	73.93%	\$17,881,561	75.02%	-1.08%	\$553,682

Current Year vs. Prior Year



Discussion

Total General Fund revenues are slightly lower than the prior year at the same point in time on a percent of budget basis.

- 1 Annual ad valorem tax distributions were received in December, bringing the tax revenue-to-date to 83.65%.
- 2 Permit revenues are up because of an increase in construction activity compared to the same time in the prior year.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

April 30, 2022

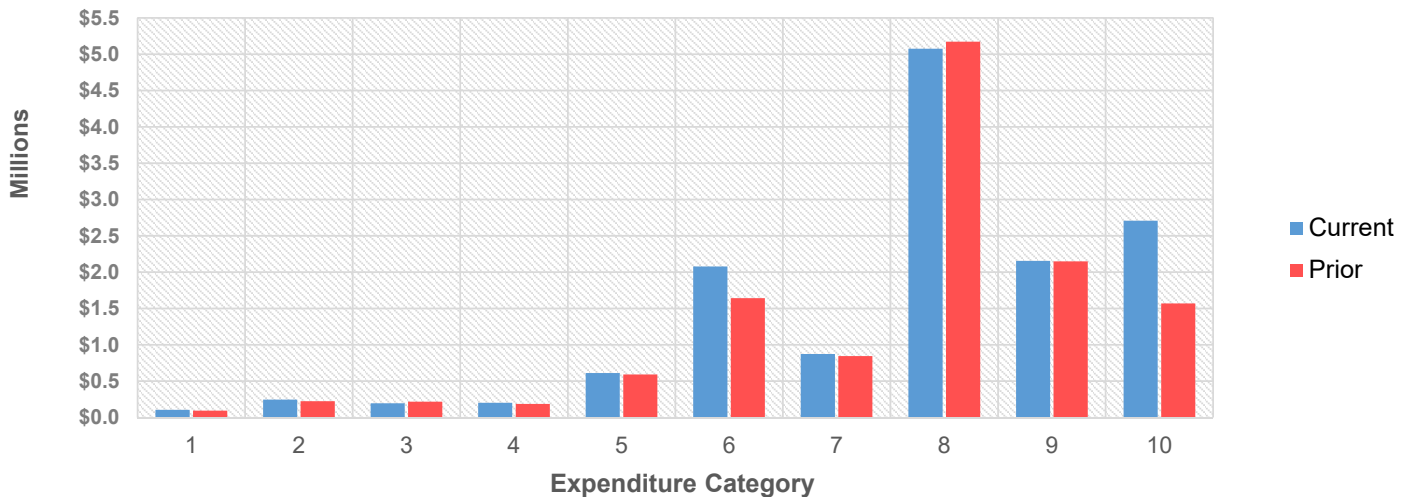
58.08% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	105,323	56.25%	94,556	52.94%	3.31%	10,767
2 City Attorney	247,764	51.35%	224,900	47.46%	3.90%	22,864
3 City Clerk	195,294	42.84%	219,053	52.83%	-9.98%	(23,759)
4 Building Maintenance	203,504	46.36%	186,894	44.02%	2.34%	16,610
5 Planning and Development	613,458	50.75%	593,711	49.33%	1.42%	19,747
6 Parks and Recreation	2,078,560	52.91%	1,642,783	44.41%	8.49%	435,777
7 Public Works	873,759	45.26%	846,304	45.62%	-0.36%	27,455
8 Police	5,077,919	51.11%	5,173,709	50.33%	0.78%	(95,790)
9 Fire Services	2,155,687	64.31%	2,150,043	66.07%	-1.76%	5,644
10 Non-Departmental	2,708,356	64.02%	1,570,625	55.92%	8.10%	1,137,731
Total Expenditures	14,259,624	54.53%	12,702,578	51.65%	2.87%	\$1,557,046

Current Year vs. Prior Year



Discussion

Total General Fund expenditures are under budget by 3.55% and 2.87% above the prior year at the same point in time on a percent of budget basis.

- 6 Parks and Recreation expenditures increased in the current year as a result of approved staffing changes identified in the Parks Assessment Study as well as the transition from volunteers to City staff for ocean rescue services on Sundays and Holidays.
- 10 The increase in Non-Departmental expenditures is due to transfers to the General Capital Projects Fund for planned vehicle and heavy equipment replacements as well as City facility and infrastructure improvement projects.



SUMMARY BUDGET REPORT

April 30, 2022

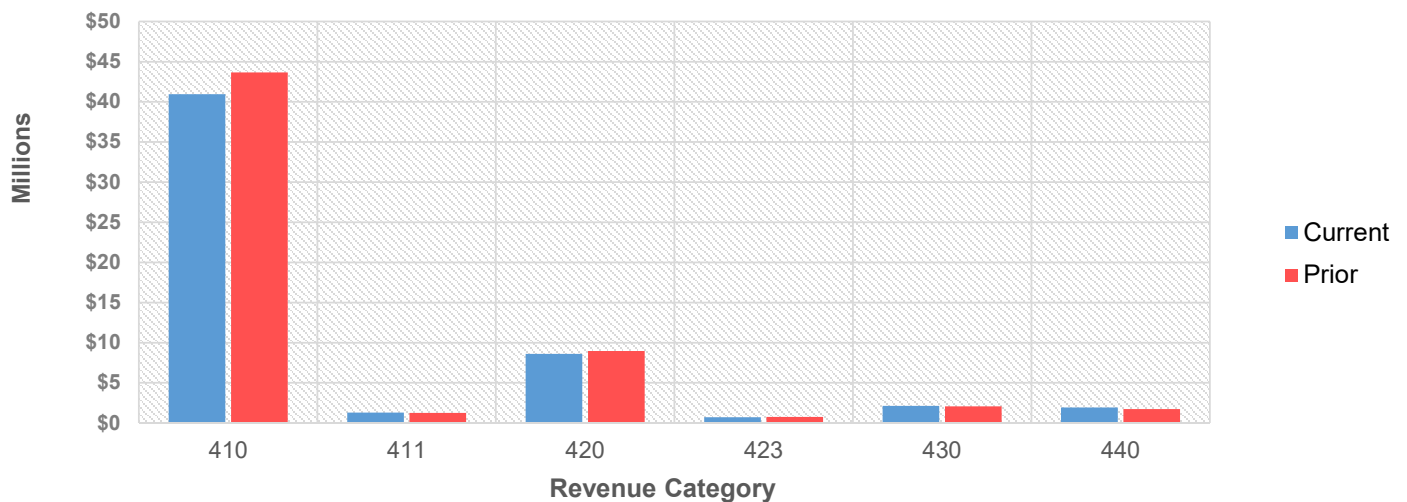
58.08% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	40,951,628	49.24%	43,653,524	52.71%	-3.46%	(2,701,896)
411 Natural Gas	1,275,655	63.54%	1,240,068	55.41%	8.13%	35,587
420 Water & Sewer	8,586,260	56.79%	8,948,951	60.11%	-3.31%	(362,692)
423 Stormwater	706,405	48.61%	735,897	51.07%	-2.47%	(29,493)
430 Sanitation	2,119,442	60.04%	2,066,635	57.95%	2.09%	52,807
440 Golf Course	1,926,482	84.74%	1,723,390	78.95%	5.79%	203,091
Total Revenues	\$55,565,871	51.67%	\$58,368,466	54.48%	-2.81%	(\$2,802,594)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are under budget for the current year and slightly behind the prior year at the same point in time on a percent of budget basis.

410 The reduction in Electric revenues is primarily due to decreased customer consumption compared to the same point in the prior year.

411 The increase in Natural Gas revenues is due to increased customer consumption compared to the same point in the prior year.

440 Golf course revenues are 5.79% ahead of the prior year on a percent of budget basis, due largely to rate adjustments adopted in January.



SUMMARY BUDGET REPORT

April 30, 2022

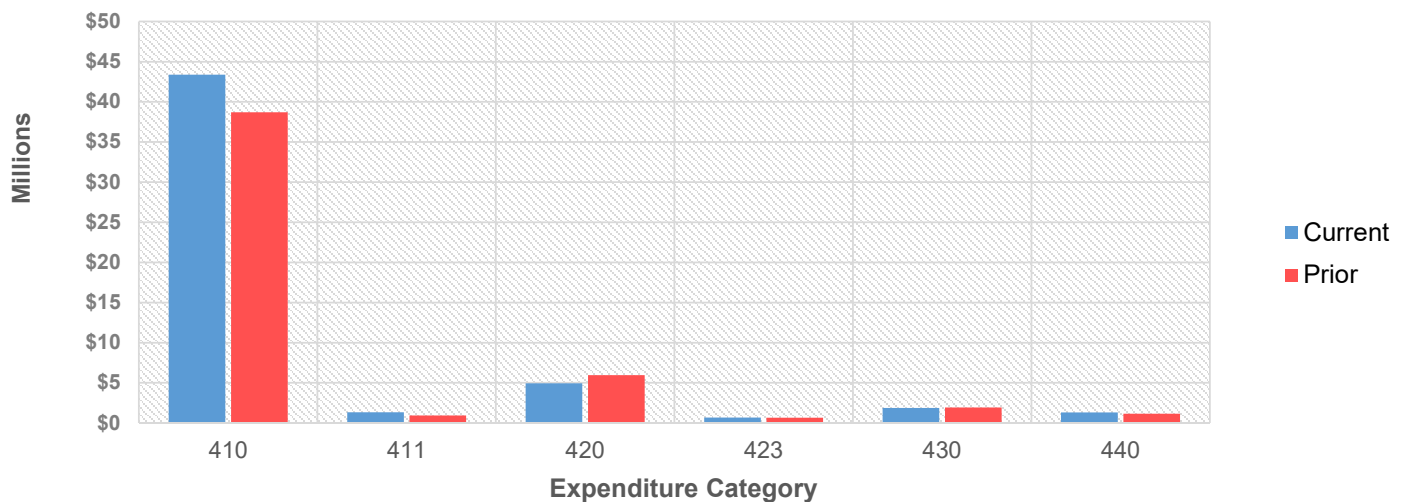
58.08% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	43,377,649	47.85%	38,690,612	43.10%	4.75%	4,687,036
411 Natural Gas	1,322,651	62.59%	930,314	48.15%	14.44%	392,337
420 Water & Sewer	4,932,282	22.01%	5,945,142	33.48%	-11.47%	(1,012,860)
423 Stormwater	668,687	24.97%	633,531	32.36%	-7.38%	35,156
430 Sanitation	1,866,498	43.53%	1,924,769	48.76%	-5.23%	(58,272)
440 Golf Course	1,291,213	53.37%	1,145,834	51.21%	2.16%	145,379
Total Expenditures	\$53,458,979	42.92%	\$49,270,203	41.89%	1.02%	\$4,188,776

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and slightly ahead of expenditures at the same point in the prior year.

410 The increase in Electric Fund expenditures is primarily due to the rising cost of purchased power.

411 Increased natural gas customer consumption and the rising cost of natural gas combined account for the increase in expenditures over the prior year.

420 The decrease in Water & Sewer expenditures from the prior year is largely due to savings in debt service costs now that the City is debt free.



SUMMARY BUDGET REPORT

April 30, 2022

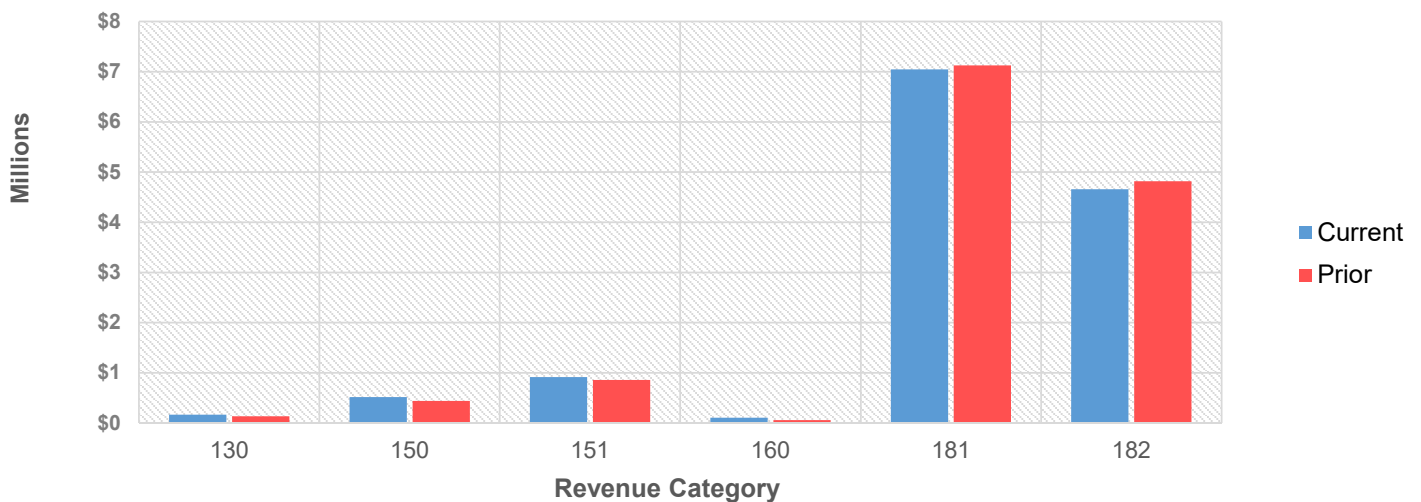
58.08% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	162,498	43.31%	132,911	32.65%	10.66%	29,586
150 Local Option Gas Tax	513,694	64.57%	438,884	53.77%	10.79%	74,810
151 Infrastructure Surtax	914,034	64.47%	855,839	62.00%	2.47%	58,195
160 Community Dev Blk Grant	101,899	71.76%	55,015	38.74%	33.02%	46,884
181 Downtown Increment Fund	7,045,169	92.09%	7,125,171	97.92%	-5.83%	(80,002)
182 Southend Increment Fund	4,655,859	172.87%	4,815,970	184.46%	-11.59%	(160,111)
Total Revenues	\$13,393,154	102.44%	\$13,423,791	106.26%	-3.82%	(\$30,637)

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are 3.82% lower than the prior year actuals on a percent of budget basis.

130 Convention Development revenues reflect receipts through January 2022.

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

181/ The annual tax increment distribution for both the Downtown and Southend districts were received in December.

182



SUMMARY BUDGET REPORT

April 30, 2022

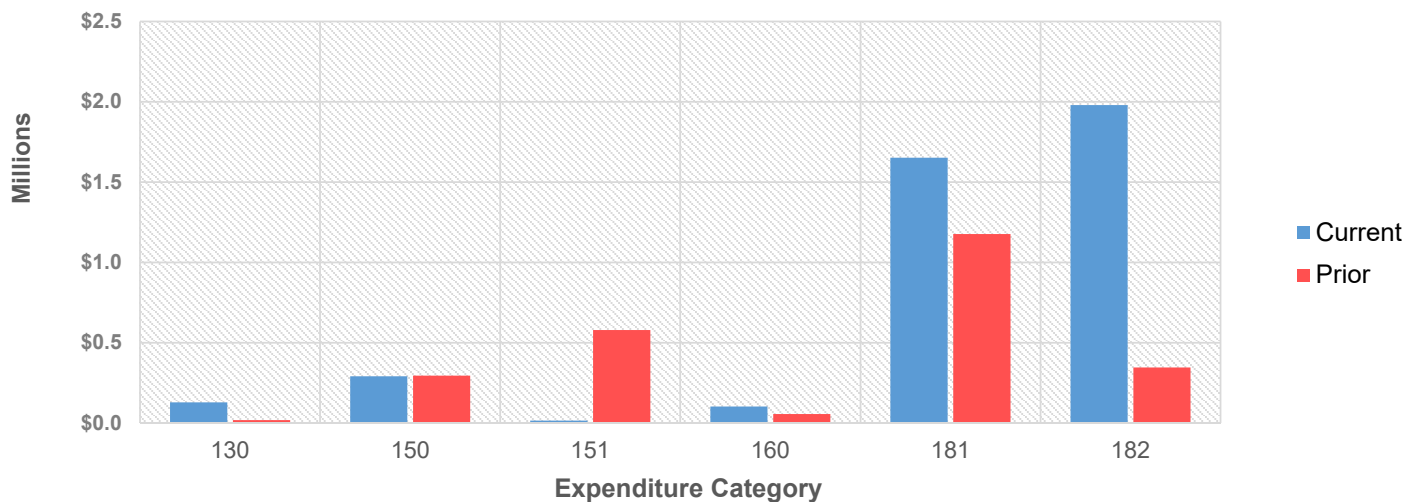
58.08% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	128,104	22.33%	16,873	8.59%	13.74%	111,231
150 Local Option Gas Tax	289,844	36.16%	294,712	37.14%	-0.98%	(4,867)
151 Infrastructure Surtax	14,010	1.03%	578,376	36.41%	-35.38%	(564,366)
160 Community Dev Blk Grant	101,899	71.76%	55,015	38.74%	33.02%	46,884
181 Downtown Increment Fund	1,651,344	16.65%	1,175,914	28.41%	-11.76%	475,430
182 Southend Increment Fund	1,979,359	17.25%	345,467	10.06%	7.19%	1,633,892
Total Expenditures	\$4,164,560	17.16%	\$2,466,357	23.96%	-6.80%	\$1,698,204

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and 6.8% lower than the prior year on a percent of budget basis.

130 The increase in Convention Development Fund is due to expenditures on the urban trails master plan.

151 The decrease in Infrastructure Surtax Fund expenditures is attributable to roadway milling, paving, and overlay projects undertaken in the prior year.

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

182 The increase in the Southend Increment Fund is due to the timing of capital improvement projects.



SUMMARY BUDGET REPORT

April 30, 2022

58.08% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	24,935,609	14,483,148	18,435,243	3,952,094
130 Convention Development Tax	375,179	217,912	162,498	(55,414)
150 Local Option Gas Tax	795,610	462,108	513,694	51,587
151 Infrastructure Surtax	1,417,833	823,508	914,034	90,525
160 Community Dev. Blk. Grant	142,000	82,477	101,899	19,423
181 Downtown Increment Fund	7,650,521	4,443,590	7,045,169	2,601,579
182 Southend Increment Fund	2,693,245	1,564,296	4,655,859	3,091,564
410 Electric Utility	83,159,691	48,300,971	40,951,628	(7,349,344)
411 Natural Gas Utility	2,007,643	1,166,083	1,275,655	109,572
420 Water & Sewer Utility	15,118,502	8,781,157	8,586,260	(194,898)
423 Storm Water Management	1,453,336	844,129	706,405	(137,725)
430 Sanitation Fund	3,529,867	2,050,224	2,119,442	69,218
440 Golf Course Fund	2,273,503	1,320,500	1,926,482	605,981
460 Leased Facilities Fund	762,177	442,689	435,359	(7,330)
500 Internal Service Funds	13,622,837	7,912,442	7,518,295	(394,148)
Total Revenues	\$159,937,553	\$92,895,236	\$95,347,921	\$2,452,685

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	26,150,348	15,188,695	14,259,624	929,071
130 Convention Development Tax	573,719	333,228	128,104	205,124
150 Local Option Gas Tax	801,509	465,534	289,844	175,689
151 Infrastructure Surtax	1,359,106	789,398	14,010	775,389
160 Community Dev. Blk. Grant	142,000	82,477	101,899	(19,423)
181 Downtown Increment Fund	9,918,253	5,760,738	1,651,344	4,109,395
182 Southend Increment Fund	11,477,222	6,666,222	1,979,359	4,686,863
410 Electric Utility	90,651,229	52,652,220	43,377,649	9,274,572
411 Natural Gas Utility	2,113,227	1,227,408	1,322,651	(95,242)
420 Water & Sewer Utility	22,409,864	13,016,140	4,932,282	8,083,858
423 Storm Water Management	2,677,429	1,555,110	668,687	886,423
430 Sanitation Fund	4,287,562	2,490,310	1,866,498	623,812
440 Golf Course Fund	2,419,201	1,405,125	1,291,213	113,912
460 Leased Facilities Fund	871,513	506,194	496,722	9,471
500 Internal Service Funds	13,680,799	7,946,108	6,760,230	1,185,878
Total Expenditures	\$189,532,980	\$110,084,909	\$79,140,116	\$30,944,793

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	4,175,619	4,881,166
130 Convention Development Tax	34,394	149,710
150 Local Option Gas Tax	223,850	227,276
151 Infrastructure Surtax	900,024	865,914
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	5,393,825	6,710,973
182 Southend Increment Fund	2,676,500	7,778,427
410 Electric Utility	(2,426,021)	1,925,228
411 Natural Gas Utility	(46,995)	14,330
420 Water & Sewer Utility	3,653,978	7,888,961
423 Storm Water Management	37,718	748,698
430 Sanitation Fund	252,945	693,031
440 Golf Course Fund	635,268	719,893
460 Leased Facilities Fund	(61,363)	2,141
500 Internal Service Funds	758,064	791,730
Total	\$16,207,805	\$33,397,478



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

April 30, 2022

Type of Investment	10/1/2021 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	4/30/2022 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	44,639,915	463,847	(96,725)	(2,237,565)	(63,202)	(1,933,646)	-	42,706,269	-0.79%
Galliard Capital Management	42,652,431	335,512	(383,110)	(1,443,532)	(30,636)	(1,521,767)	-	41,130,664	-0.63%
Garcia Hamilton & Associates	42,538,492	142,452	(2,150)	(416,839)	(61,533)	(338,070)	(0)	42,200,422	-0.14%
State Pooled Investment Fund	22,151,012	32,422	-	-	-	32,422	10,000,000	32,183,434	0.02%
Florida Trust	19,091,550	22,986	-	-	-	22,986	10,000,000	29,114,535	0.01%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,681,578	(85,058)	-	-	-	(85,058)	(0)	12,596,519	-0.04%
Operating Cash: Bank of America	33,974,437	43,341	-	-	(101,931)	(58,590)	573,094	34,488,941	-0.03%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	217,736,139	955,501	(481,986)	(4,097,936)	(257,302)	(3,881,722)	20,573,094	234,427,511	-1.70%
Pension: Salem Mutual Fund	66,984,250	2,395,964	536,278	(6,557,910)	-	(3,625,668)	(1,000,000)	62,358,582	-3.15%
Pension: Sawgrass Asset Mgt	27,641,190	262,543	(486,447)	(2,261,969)	(66,635)	(2,552,508)	0	25,088,682	-2.14%
Pension: Wells Capital	18,231,624	29,073	129,660	(4,336,060)	(58,386)	(4,235,712)	-	13,995,912	-3.01%
Pension: JPMCB - Strategic Property Fund	5,782,110	-	-	846,004	-	846,004	-	6,628,114	0.90%
TOTAL PENSION INVESTMENTS	118,639,174	2,687,580	179,492	(12,309,935)	(125,020)	(9,567,884)	(1,000,000)	108,071,290	-8.10%
TOTAL CASH AND INVESTMENTS	\$336,375,312	\$3,643,081	(\$302,494)	(\$16,407,871)	(\$382,322)	(\$13,449,606)	\$19,573,094	\$342,498,800	



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	05/02/2022
SUBJECT:	Planning Commission Appointments

BACKGROUND

The City Council appoints the Planning Commission members. Five members and two alternates serve four-year terms.

- Planning Commission member Britton Sanders submitted a letter of resignation from the board on April 27, 2022. Mr. Sanders' term was to expire on December 31, 2024.
- Justin Lerman was appointed as 1st Alternate on the Planning Commission on June 7, 2021. Mr. Lerman's term will expire on December 31, 2024. Mr. Lerman was originally appointed as 2nd Alternate on November 18, 2019. Mr. Lerman would like to be considered to replace Mr. Sanders as a Regular Member. If appointed as a Regular Member, Mr. Lerman's term expiration would be December 31, 2024.
- Emily Stouffer was appointed as 2nd Alternate on the Planning Commission on December 6, 2021. Ms. Stouffer's term will expire on December 31, 2025. Ms. Stouffer would like to be considered to replace Mr. Lerman as 1st Alternate. If appointed as 1st Alternate, Ms. Stouffer's term expiration would be December 31, 2024.
- Should Mr. Lerman and Ms. Stouffer be appointed as Regular Member and 1st Alternate respectively, staff recommends the Council nominate and appoint an eligible applicant to fill the 2nd Alternate position.

Interviews of board applicants were held in October and November of 2021. The Council discussed all of the board applicants who were interviewed during a Council Briefing held on November 8, 2021. In addition to Ms. Stouffer, the consensus at that time was to consider applicants Nicholas Andrews or Heather McConville for the 2nd Alternate seat on the Planning Commission. Ms. McConville advised the Clerk's office she is no longer interested in serving on a board due to her current commitments.

There were 10 other eligible board applicants who were interviewed that listed the Planning Commission as their first or second board choice. They are Debbie Cole, James Turner, Jeffrey Spear, John Gray, Melissa (Missy) Westerman, Peter (Chris) Schroeder, Rebecca Linsner-Like, Shandy Thompson, Stacy Smith, and Walter Haynes. Mr. Schroeder indicated he is not interested in the 2nd Alternate seat. Ms. Thompson does not wish to be considered at this time, but would like to remain on the list for future board vacancies. The applications of the active, eligible board applicants are attached for the Council's consideration.

FINANCIAL IMPACT

None



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

REQUESTED ACTION

Appoint Justin Lerman to fill the vacant unexpired Regular Member term on the Planning Commission, with a term expiring date of December 31, 2024; *and*

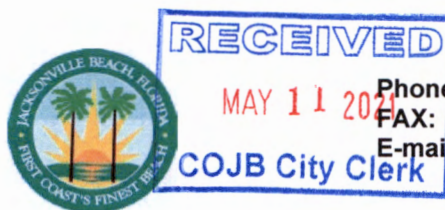
Appoint Emily Stouffer to fill the unexpired 1st Alternate term on the Planning Commission, with a term expiring date of December 31, 2024; *and*

Nominate and appoint a new 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring date of December 31, 2025.

ATTACHMENTS

1. Board Application of Nicholas Andrews
2. Board Application of Debbie Cole
3. Board Application of James Turner
4. Board Application of Jeffrey Spear
5. Board Application of John Gray
6. Board Application of Melissa (Missy) Westerman
7. Board Application of Peter (Chris) Schroeder
8. Board Application of Rebecca Linsner-Like
9. Board Application of Stacy Smith
10. Board Application of Walter Haynes
11. Current List of Board Members
12. Copy of staff's active board applicant spreadsheet

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Nicholas Andrews Home Phone: 808-753-3965
Home Address: 135 17th Ave. N, Jacksonville Beach, FL 32250
E-Mail Address: nicholas.e.andrews@outlook.com Cell Phone: 808-753-3965
Occupation: Chief Information Officer Business Phone: 808-753-3965
Business Name: Redwire Space, 8226 Philips Highway, Suite 102, Jacksonville, FL 32256
Business Address: Redwire Space, 8226 Philips Highway, Suite 102, Jacksonville, FL 32256

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>20yr mil/4 perm</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>135 17th Ave. N</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

2 Board of Adjustment	1 Planning Commission
3 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: Regular City Council Meeting, City Council

Briefing

Education: M.S. Systems Engineering, Naval Postgraduate School; M.A. National Security and Strategic Studies, Naval War College; B.S. Aerospace Engineering, Boston University

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

See attachment

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date 11 MAY 2021

Applicant's Signature [Signature]

SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 5/11/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Nicholas E. Andrews II

(808) 753-3965/nicholas.e.andrews@outlook.com

SUMMARY Experienced executive with a demonstrated history of leading large organizations in cybersecurity, information technology and space operations. Strong information services professional with a Master of Science (M.S.) in Systems Engineering from Naval Postgraduate School and a Master of Arts (M.A.) in National Security and Strategic Studies from the Naval War College. Experience includes:

- **Strategic Planning**
- **Organizational Management**
- **Change Management**
- **Space Systems**
- **Cybersecurity**
- **Information Operations**

ACCOMPLISHMENTS

Strategic Planning Led fiscal and resource planning for stand up of Navy cyber training. Managed team that developed budget submissions for future years. Implemented IT strategy supporting 200% annual growth.

Organizational Management Headed three separate successful organizations spanning operational space, cybersecurity and training missions. Led Navy's first operational Information Warfare staff on the west coast. Recognized as leader of Navy's top learning center in every category twice.

Change Management Planned and led the reorganization of operational staff resulting in both increased production and reduced administrative burden. Integrated seven different companies into common IT and cybersecurity systems.

Space Systems Second in command of Naval space center supporting global operations. Oversaw the launch, acceptance and initial operations of two satellites while maintaining operations of three constellations.

Cybersecurity Led the stand up of Navy's cyber mission force training in a fiscally constrained environment. Identified and reprogrammed \$4.5 million in execution year funds for initial investment with no loss of production.

Information Operations Over a decade experience in all facets of cybersecurity, information assurance and information management. Managed acquisition, operation and security of multiple information systems.

WORK HISTORY

Chief Information Officer 2020-Present
Redwire Space, Jacksonville, FL

Responsible for leading information technology initiatives, cyber security, and the strategic direction of information technology in support of Redwire Space's growth and business objectives.

Commanding Officer 2018-2020
Center for Information Warfare Training, Pensacola, FL

Worldwide head for all Navy cybersecurity, information systems, intelligence, cryptography and electronic warfare entry level training. Managed \$80 million budget and 1,300 staff, training over 22,000 personnel across 200 courses at 19 sites.

Information Warfare Commander 2016-2018
THEODORE ROOSEVELT Strike Group, San Diego, CA

Led cross-organizational team through inception, stand-up, training certification and initial operations. Responsible for cyber and information operations of 11 ships. Coordinated planning and operations across six separate organizations to achieve alignment and fulfill strategic goals.

Executive Officer 2014-2016
Naval Satellite Operations Center, Point Mugu, CA

Led staff supporting launch, operation and maintenance of three satellite constellations in multiple different orbital domains utilized by forces deployed worldwide. Advised commander on operational, personnel and budget issues. Direct oversight of headquarters as well as three operational sites across the U.S. and Guam.

Previous work experience includes:

Communications, cybersecurity and information systems manager for 6,000-person organization with over 10,000 items of inventory. Information system project officer directing multi-national team in creation of a \$50 million national defense support network for foreign government. Information systems compliance division head for Navy Cyber Forces, developing enterprise-wide solutions in support of strategic goals.

EDUCATION M.S. Systems Engineering, Naval Postgraduate School
M.A. National Security and Strategic Studies, Naval War College
B.S. Aerospace Engineering, Boston University

SECURITY Top Secret/SCI
CLEARANCE

11 May 2021

Nicholas Andrews

Jacksonville Beach Board Application

Attachment

I believe I will bring a broad, valuable, and experienced perspective to our city boards.

I am a retired Navy Captain, and I understand the criticality of northeast Florida's partnership with the Navy. Not only are we the headquarters for FOURTH Fleet, but we are also at the center of the military's growing investments in space.

As a military member, I have lived all over the country. My wife and I have both rented and owned multiple homes in many different states. It has instilled in us a deep appreciation of what makes a community a desirable place to live. We know what laws and regulations do to either encourage growth or encourage people to leave.

Still, I have listed Jacksonville Beach as my intended military retirement destination and been a registered voter here since the early 2000's. We have owned property here since 2004 and are familiar with the challenges of landlords and what is required to make investment properties a successful business venture here.

We built our forever home in Jacksonville Beach in 2017 and have lived there since. So, we are familiar with the challenges of construction and permitting from a family perspective...something I believe is crucial to development of Jacksonville Beach as a family friendly community.

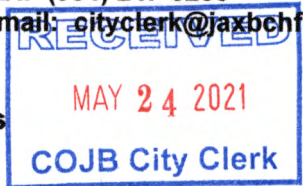
I also understand how to lead large organizations and projects. As a Commanding Officer in the Navy, I oversaw a global organization of over 20,000 people, responsible for supplying the fleet with fully trained personnel. I now work in northeast Florida's burgeoning space industry as the Chief Information Officer for Redwire Space, a Jacksonville-based space infrastructure company.

Please feel free to contact me with any questions you may have. I look forward to hearing from you and would love the chance to discuss our great beachfront community with you in person.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Andrews', with a stylized flourish at the end.

Nicholas Andrews



Application for Appointment to City Boards

Personal Information (Please print or type)

Name:	Debbie Cole	Home Phone:	305-900-7241
Home Address:	926 6th Ave N		
E-Mail Address:	debbiec87@hotmail.com	Cell Phone:	305-900-7241
Occupation:	Software sales	Business Phone:	
Business Name:	251 N City Dr., Ste. 128F, San Marcos, CA 92078 - LabArchives		
Business Address:	251 N City Dr., Ste. 128F, San Marcos, CA 92078		

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 4 yrs, 9 mos (this time) ☒
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval ☒
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 926 6th Ave N
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☒	No ☐	If yes, provide date: 2009

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

N/A	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency	N/A	Pension Trustee

Please list the type of City meetings you have attended: I have attended many City Hall meetings as well as some of the special planning meetings for residents.

Education: BSBA from the University of Missouri, St. Louis

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

I initially moved to Jax Beach area in 1997 and rented an apartment in Neptune Beach, but moved away then back again, and bought a house in Jax Beach on 4th Ave N - moved away again then for a third time moved back to Jax Beach about 5 years ago and bought my house on 6th Ave N. I have seen a lot of transformation at the Beach and a lot of efforts that have, unfortunately, fallen flat. I want to do whatever I can to finally make a change for the better! I

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- | | |
|--|------------------------------------|
| ☐ African-American | ☐ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan | ☐ Not Known |

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

May 24, 2021

Date

Applicant's Signature

SUBMIT APPLICATION

Please do not write below – Staff use

Date application received: 05/24/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation:

Appointed to:

Date:

Appointed to:

Date:

Appointed to:

Date:

BUSINESS DEVELOPMENT & SALES PROFESSIONAL

Business Development & Sales Professional with 13+ years experience. Acumen and passion for developing strategies for new markets and building on existing sales and transitioning into execution. Results-oriented sales and business development professional that offers significant experience in prospecting, decision-making, business strategy, enterprise/complex sales, account management, managing sales targets and exceeding growth expectations. Provides straightforward, creative thinking and problem-solving skills that consistently achieve successful outcomes surpassing objectives.

- Enterprise/Complex Sales
- New Business Strategy & Development
- Sales/Prospecting
- Saas Sales
- Presentations/Demos/Training
- Educational Technology Sales
- Leverage Existing Sales for Expansion
- Communication Skills

SELECT CAREER ACCOMPLISHMENTS

- Built \$3+M pipeline within first year of taking over regional sales territory.
- Conducted “green-field” selling techniques to introduce new product concept to the US education market; Sales forecasted to exceed \$2 million in first two years.
- Conducted training and customer presentations for cloud-based software platform and app-based educational product for US and international markets.
- Negotiated vendor partnerships and helped close \$1 million deal with Japanese partner within first year of product rollout.
- Collaborated with internal teams to identify product requirements, creating development plan for international product version of educational technology platform

PROFESSIONAL EXPERIENCE**LabArchives - Jacksonville, FL****2018 – present***Regional Manager*

Covering southeast territory, responsible for establishing relationships and acquiring enterprise level customers with a focus on higher education, industry, healthcare and government research for cloud-based digital platform for research data management. Establish relationships with and work across many key decision makers in targeted institutions in scientific research functions, administration and IT (VP of Research, Vice Provost, CTO, Director of IT, etc.) to close complex and involved enterprise sales opportunities. Conduct application demonstrations, sales presentations, and negotiate contracts, in person and virtually. Built pipeline of over \$3M in first year and closed business in excess of \$500K. On track for quota achievement in 2020 with closed and projected sales of over \$1.7M.

PEARSON EDUCATION**2006 – 2017*****2015-2017 - Account Manager/Business Development — Denver, CO and Jacksonville, FL***

Consulted with English language education professionals across 6 states in the SE for universities and private language institutes promoting educational resources and services.

Led strategy for new tablet-based technology product for global market. Provided leadership in communication, marketing, training and implementation in chosen international markets for successful launch of new product and helped drive increased business for existing products as channel manager for regional teams.

2011-2015 - Business Development Manager/Sales– Washington, DC and Denver, CO

Led start-up for UK-based academic qualification by leading strategic effort for product introduction to U.S. market.

- Cultivated executive-level relationships with key institutions and organizations, establishing recognition for qualifications and student progression.

2006-2010 - Business Development Manager/Sales– London, England

Employed initially as custom acquisitions editor based in Jacksonville, Florida; accountable for liaising with customers to develop customized material in print and/or media using Pearson content and resources, prior to appointment as business development manager in 2008 based in London. Identified and created new and existing business opportunities independently and through collaboration across other business units to develop and deliver integrated product offers for customers. Presented and trained instructors and students on technology based educational resources.

- Negotiated highly-profitable custom solution with Ministry of Higher Education in Egypt, resulting in multi-year contract worth over £100,000.
- Grew £350,000 territory in 2008 to over £750,000 by August 2010, recognizing faster revenue growth than all peers in similar markets.

Varsity Group – Washington, DC and Jacksonville, FL
Regional Manager

2004 – 2006

EARLY CAREER ACCOMPLISHMENTS

- Developed selling strategies for nationally-driven disciplines for technology products; trained and presented technology resources to instructors and students, including: one-on-one, workshops and multi-school events as market consultant for Thomson International Publishing Co.
- Planned, organized and implemented sales strategies to achieve established sales targets for Thomson International Publishing Co., achieving “Rookie of the Year” 2001 and exceeding sales goals in 2001 and 2002 by 117% and 113.4% respectively.
- Maintained existing accounts and buyer/vendor relationships in highly aggressive commodity market as sales representative at Lasco, Inc., Florida - managing territory with annual sales of \$4 million+. Realized sales increase of 12% in 1st six months and received “Quota Buster of the Year” achievement award.
- Increased territory sales by 200% in 1st year as major account representative at Sanrio, Inc., meeting and exceeding monthly sales goals to facilitate continued business growth.

EDUCATION/TRAINING

Bachelor of Science, Business Administration, University of Missouri – St. Louis, MO
Certifications: Series 7, Series 66



Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: JAMES (JAY) TURNER Home Phone: 630-309-8593
Home Address: 61 JARDIN DE MER PLACE, JACKSONVILLE BEACH, 32250
E-Mail Address: JAY_TURNER_2000@YAHOO.COM Cell Phone: 630-309-8593
Occupation: CPA/ACCOUNTANT Business Phone: SAME
Business Name: MCKESSON CORPORATION
Business Address: 6651 Gate Parkway Jacksonville, FL 32256

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>10 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>see above</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

1 Board of Adjustment	2 Planning Commission
3 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: _____

Education: SEE RESUME B.S.B.A., Accounting, Valparaiso University, Valparaiso, Indiana, 2000
CPA Exam. Passed 2002 – Certification (Illinois 82548)

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

~~EXTENSIVE FINANCIAL BACKGROUND IN A CORPORATE ENVIRONMENT WHICH I~~
~~WOULD LIKE TO BRING TO THE JAX BEACH CITY AND COMMUNITY THAT I LOVE!~~

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- | | |
|--|---|
| ☐ African-American | ☒ Caucasian |
| ☐ Asian/Pacific Islander | ☒ Hispanic |
| ☐ American Indian/Alaskan | ☒ Not Known |

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

8/16/2021

Date

Applicant's Signature

SUBMIT APPLICATION

Please do not write below – Staff use

Date application received: 08/16/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation:

Appointed to:

Date:

Appointed to:

Date:

Appointed to:

Date:

Summary of Qualifications

Director and Vice President level, detail-oriented Accountant and Financial Analyst with wide variety of experience in accounting and finance that includes exposure to domestic and global companies; highly skilled in interpreting financial information and providing solid data and analysis to decision makers.

- Adept in leading financial meetings, including those with executive leaders in attendance; able to cogently explain complex financial concepts to professionals without targeted expertise in finance and accounting, to ensure their understanding.
- Supervisory experience includes overseeing teams across five countries.
- Offers significant costing and international experience including international intercompany transactions.
- Excellent communication, leadership, and multitasking skills; proficient in Microsoft Office products and various industry accounting software.

Professional Experience

McKesson	2014-Present <i>Jacksonville, Florida</i>
<i>Senior Manager Tax – McKesson Corporate office</i>	
▪ Calculate and oversee domestic & international tax positions	2020-Present
<i>Vice President and Treasurer – Cypress Import Brokerage, LLC</i>	2017-Present
▪ Manage and oversee all financial operations associated with a Global Import/Export company related to Global Sourcing	
<i>Director of International Accounting – Medical Surgical</i>	2014-2020
▪ Coordinate and oversee the financial statement closing process and reporting for 18 international entities and 40 profit centers ▪ Manage accounting activities related to the process of internationally sourcing inventory from foreign subsidiaries and vendors. ▪ Execute international intercompany agreements and contracts for global sourcing activities. ▪ Provide best practices and guidance related to transaction processing to our global subsidiaries for tax benefit strategies. ▪ Member of Board of Director meetings ▪ Present monthly and quarterly executive strategic reporting and analysis of globally sourced products. ▪ Evaluated 3rd party Customer credit worthiness and collectability ▪ Lean out inefficient processes for international intercompany transactions.	
PSS World Medical (acquired by McKesson 2014)	2011-2014
<i>Director of Global Cost Accounting, 2013-Present</i>	<i>Jacksonville, Florida</i>
▪ Manage all accounting activities related to the process of internationally sourcing inventory from foreign subsidiaries and vendors. ▪ Coordinate and oversee the financial statement closing process for our global subsidiaries. ▪ Overall responsibility for the accounting and management of company-wide vendor incentives, cost, inventory and related reserves. ▪ Provide best practices and guidance related to transaction processing to our global subsidiaries for maximum tax benefit. ▪ Present monthly and quarterly executive strategic reporting and analysis of globally sourced products.	
<i>Assistant Controller – Gulf South, 2011-2013</i>	
▪ Overall responsibility for the financial statement closing process for the operating units and reporting requirements to operations and field support management. ▪ Manage all accounting activities related to the operating units, including general ledger accounting, detailed variance analysis and working capital account maintenance. ▪ Present monthly and quarterly executive management reporting and analysis. ▪ Manage divisional, regional and branch income statements, reporting on trends, variance analysis and providing recommendations. ▪ Participate in forecasting and budgeting activities for the operating units. ▪ Manage due diligence process and integration activities of target acquisition companies. ▪ Provide financial and accounting leadership to divisional business partners on new project and marketing programs. ▪ Execute process efficiency improvements by utilizing Six Sigma LEAN tools for productivity improvements. ▪ Assist in GAAP and SOX compliance testing.	

- Evaluated 3rd party Customer credit worthiness and collectability

Cabot Microelectronics

2007-2011

Senior Manager Finance Operations

Aurora, Illinois

- Managed financial and operational reporting and analysis for global manufacturing company.
- Provided financial leadership and oversight for global operations team covering approximately 225 cost centers at eight manufacturing locations along with two separate product lines.
- Handled monthly, quarterly, and year end financial and operational reporting and analysis, forecasting, budgeting, annual standard costing roll, and development of materials for Board of Directors.
- Led monthly review meetings to keep high-level management informed about cost performance variances and root cause, as well as productivity opportunities.
- Tracked results of annual brainstorming session involving people from all levels of organization; created operations productivity project deck, recording hard and soft cost savings related to around 300 projects in all areas of goods sold, which allowed monthly status reporting to generate discussion at monthly productivity meetings.
- Calculated and analyzed cost of capital projects and new product metrics.
- Participated in financial analysis activities associated with acquisitions; reviewed candidates company's financial activities and products and collaborated with upper management in developing business model to integrate two companies. Assisted with systematic and financial integration processes.
- Enhanced numerous existing reports to improve usability for end users and increase their understanding of business; included information in report broken down by region and cost category.
- Developed long-range plans and budgets and made presentations to vice presidents and executive managers.
- Spearheaded processes involved with integrating Hyperion Essbase software with Oracle; participated on development team to build new system from ground up. Evaluated vendors, communicated business needs for system, and worked closely with consultants to implement functionality including account, cost center, and region details, expanding capabilities for detailed reporting.

Amphenol Fiber Optic Products

2004-2007

Controller

Lisle, Illinois

- Spearheaded operational and financial management for \$50 to \$60 million division of Amphenol Corporation.
- Performed month end closings; forecasting; monthly, quarterly, and operational reporting and analysis; budgeting; annual standard costing roll; payroll; physical and fixed asset inventories; and tax preparation.
- Developed and managed in-depth, separate, profit and loss statements for five plants and three business units for accountability.
- Created forecasting tools for all locations that predicted financial results to high degree of accuracy.
- Valued potential acquisition target in China and prepared consolidated financial statements following acquisition.
- Oversaw all cash flow activities, including converting international currency.
- Analyzed capital spending, calculating of each project's ROI, payback period, and other potential costs and benefits.
- Prepared and maintained entire division's Sarbanes-Oxley 404 documentation that was passed on to other divisions for support.
- Supervised staff of six located in U.S., Mexico, and China, including another controller, accounting manager, and accounting staff.

Nidera, Inc.

2002-2004

Senior Accountant

Chicago, Illinois

- Performed month end closing and analysis, contract and inventory management, and financial and operational reporting for global commodity export and futures trading company.
- Handled detailed tasks in execution of month end close, including account reconciliations and analysis, fixed asset maintenance, valuation of inventories and reserves, booking accruals and journal entries, and review of budget vs. actual operating results.
- Monitored daily inventory levels, transactions, and variances at four locations.
- Oversaw daily contract executions and preparation of daily hedge position report.

Selden Fox, Ltd.

2000-2002

Staff Accountant

Oak Brook, Illinois

- Worked on external audits, including tax and other consulting engagements, and prepared financial statements and reports for variety of clients and industries for a regional public accounting firm. Engagements included Manufacturing and Financial Institution clients.

Education and Credentials

B.S.B.A., Accounting, Valparaiso University, Valparaiso, Indiana, 2000

Curriculum included accounting courses needed to sit for CPA exam, as well as law, statistical analysis, and finance courses

CPA Exam, Passed 2002 – Certification (Illinois 82548)

Six Sigma Black Belt Training

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250

RECEIVED

MAY 14 2021

COJB City Clerk



Phone: (904) 247-6299 ext 10
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Jeffrey Spear Home Phone: 904 685 2135
Home Address: 2400 1st Street S. #135
E-Mail Address: jeff@studiospear.com Cell Phone: 904 685 2135
Occupation: Design, Strategic Planning, Marketing Business Phone: 904 685 2135
Business Name: Studio Spear
Business Address: PO Box 51291, Jacksonville Beach, FL 32240

Eligibility - Please Circle

Are you a resident of the City?	☒ Yes	☐ No	If yes, length of time: <u>10 years, 6 months</u>
Are you a registered voter?	☒ Yes	☐ No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	☐ No	If yes, address: _____
Do you hold a public office?	☒ Yes	☐ No	If yes, Office name: _____
Are you employed by the City?	☒ Yes	☐ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☐ No	If yes, Board Name: _____
Have you been convicted of a felony?	☒ Yes	☐ No	If yes, provide date: _____
Have your civil rights been restored?	☒ Yes	☐ No	If yes, provide date: _____
Have you filed bankruptcy?	☒ Yes	☐ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: Planning, Redevelopment,

Qualifications *(Briefly describe specific expertise, abilities, or qualifications)* Visionary and strategic approach to design and land use in public and private spaces. 40+ years of writing, design, planning, and management

Education: 1977 BF A(Graphic Design) University of Arizona

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan
☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

☐ Female
☒ Male

Physically Disabled

☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

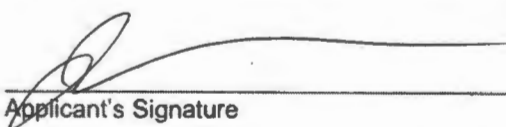
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

May 14, 2021
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 05/14/2021

Interviewed on: 10/14/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation: _____

Appointed to: _____ Date: _____

Appointed to: _____ Date: _____

Appointed to: _____ Date: _____

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

May 24, 2021

Jodilynn Byrd
Administrative Assistant
City Clerk's Office
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, FL 32250

Dear Jodilynn

Thanks for your email. As requested, I have prepared a copy of my most recent resume for your review. As you will see, it outlines a variety of consultative engagements related to effective communications, strategic marketing, enhanced competitiveness, and export development that I continue to participate in around the world. While reading, it is important to focus upon several key items:

1. Market Research, Planning and Competitiveness

While I spend a significant amount of time working within agribusiness sectors, I am equally qualified within financial services (including offshore investment), tourism, technology, renewable energy, real estate, entertainment, fisheries, healthcare and fashion sectors. With significant research, strategic marketing and enterprise development experiences, I have contributed significantly to every engagement.

2. Export Development, Enterprise Growth & ROI

Relying on a market systems approach that includes comprehensive research, insightful evaluation, and creative innovation, every aspect of market intervention and tactical communications accurately appeals to, and resonates with, key audiences - ensuring favorable and sustainable economic impact.

3. Practical Experience with Operational Issues and Brands

Throughout my career, both domestically and internationally, I have developed marketing and communications programs in support of a variety of institutions, products, and services. This has included consultations with the Ministry of Finance in Palestine, marketing support for offshore investment in Guyana, and a branding program currently underway that will represent the full scope of Georgian agribusiness to international audiences.

4. Business Operations and Management

Having operated Studio Spear for more than 40 years, along with the management roles I have played as a Director on various Trade Boards (managing staff of 5 to 125 individuals), I have acquired significant skills in management and operations. In concert with my technical capabilities, the broad range of skills I bring to each and every engagement account for the range of contributions I can make as well as the successful outcomes my clients record.

It all starts with thorough research, insightful evaluations and a clear and unbiased understanding of both marketplace dynamics and buyer preferences. As long as there is a solid foundation based upon these factors, it becomes relatively easy to support business objectives and generate meaningful enterprise growth.

Please let me know if I can provide any additional information or if a Zoom call is warranted. Thanks!

Sincerely,



Jeffrey Spear
Senior Marketing, Competitiveness and Export Development Specialist

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

TECHNICAL EXPERTISE

- **Strategic Planning (Market Systems Approach)**
 - SWOT Analysis
 - Market Analysis (Domestic & Export)
 - Marketing Plans
 - Strategic Planning Workshops & Seminars
 - Pricing Strategy
 - Identification of Sales Channels
 - New Product Formulation
 - **Branding**
 - Unique Selling Proposition (USP)
 - Brand Imagery / Touchpoints
 - Branding Workshops & Seminars
 - **Tactical / Communications / Creative Deliverables**
 - Trademarks & Logos
 - Labels & Packaging
 - Trade Show Display and Event Support
 - Merchandising / POS Display
 - Capacity Building - Creative Services
 - **Marketing Administration**
 - Project Management
 - Scheduling
 - Grants Administration
 - Tradeshows Training & Logistical Support
- Brand Audits
 - Competitive Landscape Evaluations
 - Tactical Implementation Plans
 - Global Positioning
 - Value Chain Evaluation & Support
 - Export Logistics
 - Brand Personality / Tone
 - Brand/User Experience
 - Capacity Building - Branding Services
 - Copywriting & Nomenclature
 - Advertising
 - Public Relations
 - Interactive / Websites
 - Social Media
 - Budgeting
 - Customer Service
 - Vendor Liaison & Quality Control
 - Capacity Building - Marketing Services

SECTOR EXPERTISE

- Agribusiness
- Renewable Energies
- Entertainment
- Banking & Finance
- Real Estate
- Fisheries & Aquaculture
- Specialty Foods
- Film & Television
- Tourism
- Consumer Products
- Technology
- Health Care

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

CREDENTIALS - GLOBAL BRANDS

With his reputation and ongoing success as a global branding and marketing consultant, Jeffrey Spear understands the dynamics of, and is immersed in, wholesale and retail selling environments. This includes issues linked to market analysis, export development, brand building, competitive pressures, impact and structure of physical selling environments, geographic preferences, motivating influences and cultural expectations.

It should be no surprise that introducing a new brand on foreign soil, developing reliable supply chains, and minimizing competitive challenges, requires proper planning and can be a timely and expensive proposition. It's been Spear's experience that companies do not always understand just how competitive, challenging and "noisy" international markets can be and what it takes to increase brand recognition and sales. Quite frequently, operators find that, apart from export development, creating a competitive advantage in domestic markets can be equally challenging.

Spear understands these issues and provides the knowledge, strategies and marketing tools needed to effectively launch new brands, sustain existing brands, and obtain a reasonable return on investment from both international and domestic marketing programs.

Spear's history spans more than 40 years as President and Creative Director of Studio Spear, a US-based, nationally recognized, branding agency. His career also includes 16+ years in international development, working on a variety of projects funded by USAID, UNDP and DFID, supporting economic growth around the globe - most recently in Palestine, Malawi, and Georgia. As a result of these experiences, along with ongoing and active relationships with embassies, consulates, international trade offices and business support groups, Jeffrey is well positioned to help companies exploit growth potential through increased market penetration and export activity.

Key services embrace the benefits derived from strategic planning and include brand audits, competitive landscape evaluations, trends analysis and SWOT analysis. The results from these efforts are then applied to updated and expanded marketing plans, the re-deployment of product lines and the cultural realignment of both marketing strategies and promotional tactics on a market-by-market basis.

Operational contributions include evaluation of manufacturing processes, new product formulations, pricing and value chain support. Tactical and creative deliverables include trademarks, packaging, sales literature, public relations, advertising, trade show support and a broad range of interactive, digital and internet related services.

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE

Georgia - USAID Agriculture Program (Agribusiness)

Contractor: CNFA

April 2019 to present

ACHIEVEMENTS

- Supporting the expansion of numerous trade and retail agribusinesses, building new brands for both domestic and export audiences.
- Copywriting and cultural alignment of promotional brochures, sales literature, packaging, and websites for enterprises entering export markets
- Development of brand strategy for Enterprise Georgia and the Ministry of Agriculture, recommending ways to promote and enhance the impact of Georgian agribusiness throughout international channels
- Seminars for brand owners, service providers and marketing students, emphasizing research, strategic planning and global best practices for brand building.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Branding & Visual Identity |
| - Public Relations | - Packaging & Label Recommendations |
| - Seminars & Workshops | - Trademarks & Logos |
| - Copywriting and Nomenclature | - Capacity Building - Creative Services |

Palestine - Palestine Trade Center / PalTrade (Multiple Sectors)

Contractor: DAI London

May 2017 to August 2018 (STTA assignment)

ACHIEVEMENTS

- Benchmarking - country brands - research and evaluation
- Market research - export potential across a variety of manufacturing and service sectors
- Export-oriented marketing plan and pilot implementation program - Brand Palestine
- Operational and organizational recommendations - brand management
- Creative development and communications - Brand Palestine

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Marketing Plan |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Operational Budgets | - Organizational Plan |
| - Public Relations | - Copywriting and Nomenclature |
| - Seminars & Workshops | |

Malawi - Buy Malawi Strategy (Multiple Sectors)

Contractor: UNDP

October 2016 (STTA assignment)

ACHIEVEMENTS

- Market research and evaluation - quantifying and qualifying market dynamics
- Marketing plan for the Buy Malawi Strategy - anticipating brand launch
- Operational and organizational recommendations - in advance of staffing

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Marketing Plan |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Operational Budgets | - Organizational Plan |

--- more ---

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE (continued)

Malawi - Feed the Future Partnering for Innovation (Agribusiness)

Contractor: Fintrac

March 2016 (STTA assignment)

ACHIEVEMENTS

- Market feasibility study - commercial markets for OFSP (Orange Flesh Sweet Potatoes) products.
- Research and evaluation - OFSP supply chain, from farmer to commercial (added value) manufacturing.
- Strategic recommendations that support the production and commercial utilization of OFSPs.
- Strategic recommendations for the development of new consumer products and brands.

APPLIED TECHNICAL SKILLS

- | | |
|-------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Packaging & Label Recommendations | |

Malawi - Malawi Oilseed Sector Transformation (Agribusiness)

Contractor: Adam Smith

September 2015 (STTA assignment)

ACHIEVEMENTS

- Research and evaluation of the Malawi soybean industry; focus on inoculant use.
- Evaluate expressions of interest from key government, NGO, producer, agro-dealer and farmer groups.
- Development of 3-year marketing plan for AISL (inoculant producer).

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Marketing Plan |
| - Budgeting | |

Pakistan - The Agribusiness Project / Agribusiness Support Fund (Agribusiness)

Contractor: JE Austin

August 2015 (STTA assignment)

ACHIEVEMENTS

- Deliver one-on-one strategic marketing consultations with the objective to:
 - introduce strategic and tactical methodologies for penetrating new export markets.
 - highlight new opportunities along the value chain; launch new and dynamic product lines.
 - introduce global best practices that enable better utilization of the interactive environment.
- Trainings in both Lahore and Karachi - preparation and best practices for tradeshow participation.

APPLIED TECHNICAL SKILLS

- | | |
|---|---------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Tactical Implementation Plans |
| - SWOT Analysis | - Branding & Visual Identity |
| - Tradeshow Training & Logistical Support | - Interactive / Websites |

--- more ---

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE (continued)

Georgia - Georgia REAP (Agribusiness)

Contractor: CNFA

October 2014 to August 2018 (STTA assignment)

ACHIEVEMENTS

- Supported the establishment and expansion of 70 trade and retail agribusinesses, building new brands for both domestic and export audiences.
- Strategic analysis, brand nomenclature, trademark and packaging design, including capacity building with creative service providers.
- Conducted seminars for brand owners, service providers and marketing students, emphasizing research, strategic planning and global best practices for brand building.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|---|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Branding & Visual Identity |
| - Public Relations | - Packaging & Label Recommendations |
| - Seminars & Workshops | - Trademarks & Logos |
| - Copywriting and Nomenclature | - Capacity Building - Creative Services |

Malawi - Feed the Future / INVC Project (Agribusiness)

Contractor: DAI

July 2014 to October 2014 (ongoing STTA assignments)

ACHIEVEMENTS

- Competitive landscape evaluation, SWOT analysis, brand development, export market analysis, and marketing plan for Afri-Nut - including a new line of groundnut based products (cooking oil, nutritional supplements, energy bars, and sweet snacks).
- Branding and marketing seminar catering to agribusiness operators, brand owners, marketing and creative service providers.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|-------------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Marketing Plans |
| - Branding & Visual Identity | - Packaging & Label Recommendations |
| - Seminars & Workshops | - Copywriting and Nomenclature |

Lebanon Investment Value Chain Development Project (Agribusiness, Specialty Food Exports)

Contractor: DAI

March 2014 to July 2014 (ongoing STTA assignments)

ACHIEVEMENTS

- Consulting with a variety of value added food and beverage producers - identifying new market opportunities, exploiting untapped capacity along the value chain, building new brands for both domestic and export audiences.
- New product formulation and recipe development.
- Sales support including buyer identification and categorization; evaluation of consumer trends, buyer preferences, and market dynamics; distributor and buyer liaison.

APPLIED TECHNICAL SKILLS

- | | |
|-------------------------------------|------------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Pricing Strategy | - Value Chain Evaluation & Support |
| - Export Logistics | - New Product Formulation |
| - Packaging & Label Recommendations | - Seminars & Workshops |

--- more ---

JEFFREY SPEAR
Senior Marketing, Competitiveness and Export Development Specialist

Prepared 05/24/2021

RECENT ACTIVITIES OF NOTE (continued)

West Africa - Agribusiness and Trade Promotion (Agribusiness)

Contractor: Carana

July 2012 to December 2012 (ongoing STTA assignments)

ACHIEVEMENTS

- Developed a regional quality assurance program for women-owned grain processing operations in West Africa - "Sahel Qualité - along with a corresponding public relations program to build public acceptance and confidence in locally processed grains.
- Consulting with a variety of fruit and grain processors - identifying new market opportunities, exploiting untapped capacity along the value chain, building new brands for both domestic and export audiences.
- Trademark and packaging design for a variety of added value food processors and manufacturers.
- Branding and marketing seminars catering to agribusiness operators, brand owners, marketing and creative service providers.

APPLIED TECHNICAL SKILLS

- | | |
|------------------------------------|-------------------------------------|
| - Competitive Landscape Evaluation | - Trends Analysis |
| - Strategic Planning | - Branding & Visual Identity |
| - Public Relations | - Packaging & Label Recommendations |
| - Advertising | - Seminars & Workshops |



Application for Appointment to City Boards

Received: 09/29/2021
City Clerk's Office

Personal Information (Please print or type)

Name: <u>John Gray</u>	Home Phone: <u>904-655-2612</u>
Home Address: <u>3972 Poinciana Blvd Jax Beach FL 32250</u>	
E-Mail Address: <u>john@restore24.net</u>	Cell Phone: <u>Same</u>
Occupation: <u>VP, Business Development</u>	Business Phone: <u>Same</u>
Business Name: <u>Restore 24</u>	
Business Address: <u>5152 University Dr W Ste 300 Jax, FL 32216</u>	

Eligibility – Please Circle

Are you a resident of the City?	☒ Yes	No	If yes, length of time: <u>26 years</u>
Are you a registered voter?	☒ Yes	No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	No	If yes, address: <u>home address</u>
Do you hold a public office?	☒ Yes	☒ No	If yes, Office name: _____
Are you employed by the City?	☒ Yes	☒ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☒ No	If yes, Board Name: _____
Have you been convicted of a felony?	☒ Yes	☒ No	If yes, provide date: _____
Have your civil rights been restored?	☒ Yes	☒ No	If yes, provide date: _____
Have you filed bankruptcy?	☒ Yes	☒ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☒ No

If yes, please provide details: _____

City Boards

<u>3</u> Board of Adjustment	<u>1</u> Planning Commission
<u>2</u> Community Redevelopment Agency	<u>4</u> Pension Trustee

Please list the type of City meetings you have attended: Zoning meeting & Planning Commission

Qualifications (Briefly describe specific expertise, abilities, or qualifications)

Served on NEFBA Apartment Council Board
local & State Apartment Association

Education: <u>Gulf Coast State College</u>

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
African-American	☒ Caucasian	Female	Yes
Asian/Pacific Islander	Hispanic	☒ Male	☒ No
American Indian/Alaskan	Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

9/28/2021
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 09/29/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

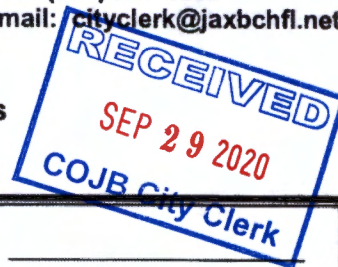
Date: _____

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards



Personal Information (Please print or type)

Name: Melissa (Missy) Westernman Home Phone: _____
Home Address: 104 34th Ave S Jax Bch 32250
E-Mail Address: mwest104@att.net Cell Phone: 904 535 4761
Occupation: CPA Business Phone: _____
Business Name: _____
Business Address: _____

Eligibility – Please Circle

Are you a resident of the City?	<u>Yes</u>	No	If yes, length of time: <u>18+ years</u>
Are you a registered voter?	<u>Yes</u>	No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<u>Yes</u>	No	If yes, address: <u>104 34th Ave S.</u>
Do you hold a public office?	<u>Yes</u>	<u>No</u>	If yes, Office name: _____
Are you employed by the City?	<u>Yes</u>	<u>No</u>	If yes, position: _____
Are you currently serving on a Board?	<u>Yes</u>	<u>No</u>	If yes, Board Name: _____
Have you been convicted of a felony?	<u>Yes</u>	<u>No</u>	If yes, provide date: _____
Have your civil rights been restored?	<u>Yes</u>	<u>No</u>	If yes, provide date: _____
Have you filed bankruptcy?	<u>Yes</u>	<u>No</u>	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details:

Chief Acctg. Officer for Advanced Disposal Services Inc.

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

	Board of Adjustment
1	Community Redevelopment Agency

2	Planning Commission
	Pension Trustee

Please list the type of City meetings you have attended: _____

Qualifications (Briefly describe specific expertise, abilities, or qualifications)

I am a finance professional with over 20 years of public company experience. I hold a CPA + Masters

Education: of Accounting from the University of Florida. I am also a small business owner of Scout + Molly's woman's boutique located in Ponte Vedra Beach, FL. I am a Jacksonville native and have lived in Jacksonville Beach for more than 18 years. I am a proven leader and would like to have the opportunity to use my leadership and planning skills to better the beaches community.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

9/14/2020
Date

Melissa Westerman
Applicant's Signature

Please do not write below - Staff use

Date application received: 09/29/2020

Interviewed on: 10/13/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation:

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____



Application for Appointment to City Boards

Received
05/26/2021
COJB City Clerk

Personal Information *(Please print or type)*

Name:	Peter (Chris)topher Schroeder	Home Phone:	904-805-2096
Home Address:	138 33rd Avenue S. Jacksonville Beach, FL		
E-Mail Address:	chris@pcsfirm.com	Cell Phone:	904-805-2096
Occupation:	Small Business Owner	Business Phone:	904-805-2096
Business Name:	Pro Media One, Schroeder Equity, Edgewater Homes & Construction		
Business Address:	138 33rd Avenue S. Jacksonville Beach, FL		

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 7 years
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 138 33rd Avenue S
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

1	Board of Adjustment	2	Planning Commission
N/A	Community Redevelopment Agency	N/A	Pension Trustee

Please list the type of City meetings you have attended:

BOA and Planning/Zoning meetings in multiple municipalities for and against variance applications

Education: B.S. Accounting - University of Central Florida / Juris Doctor - Florida State University / Florida Real Estate Associate Course / Florida Certified Contractor Course

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

10+ years experience in real estate and insurance law litigation and client engagement. 10+ years as a small business owner in the legal marketing, real estate investment and construction industries. Married father of two small children. Proud resident of South Jax Beach. Heavily engaged with surrounding residents. Recently canvassed support of over 20 neighbors in response to highly contested variance

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan
☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

Applicant's Signature

SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 5/26/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation:

Appointed to:

Date:

Appointed to:

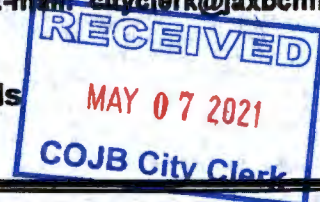
Date:

Appointed to:

Date:



Application for Appointment to City Boards



Personal Information (Please print or type)

Name: Rebecca LINDNER-Like Home Phone: 904-589-8213
Home Address: 1017 2nd St N 32250
E-Mail Address: RLIKE33@bellsouth.net Cell Phone: Same
Occupation: SALES Business Phone: Same
Business Name: Frontline Insurance Co
Business Address: 500 W International Pkwy, Lake Mary FL (remote position)

Eligibility - Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>4 years</u> ✓
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u> ✓
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>1017 2nd St N</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

N/A

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

1
1

Board of Adjustment

Community Redevelopment Agency

1
1

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: monthly city council meetings

Education:

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

An interested resident who has attended meetings, subscribes to local
beaches news to keep up on happenings, lives right outside
the downtown area so very familiar with changes &
new developments. I can be consistent in my commitment,
am not afraid to contribute & willy to assist w/ various tasks TH!

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

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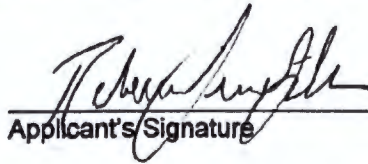
Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

5/7/21

Applicant's Signature



SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 05/07/2021

Interviewed on: 10/15/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation:

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

REBECCA A. LINDNER-LIKE

1017 2nd Street North

Jacksonville Beach, FL 32250

Cell: 904-589-8213

Home: 904-595-5240

Email: rlike33@bellsouth.net

PROFESSIONAL SUMMARY: Self-motivated and goal-driven sales territory manager specializing in expanding territory base representation, exceeding sales goals, and garnering a loyal agency following seeks senior field marketing, sales or management opportunities. Developed a strong knowledge base of the insurance industry through positions in claims, TPA administration, underwriting and sales in both personal and commercial lines in the P&C industry. Have consistently demonstrated the ability to build agency relationships that result in increased production and brand loyalty while managing loss ratios, product offering changes, and communications between the agency and carrier. Highly efficient and able to provide field data, agency visit summaries, along with analysis and reports, often before requested deadlines

SIGNIFICANT CAREER ACHIEVEMENTS:

SALES REPRESENTATIVE/GEORGIA STATE MANAGER, FRONTLINE INSURANCE,
December 2015 to present

FLORIDA TERRITORY MANAGER:

Tasked with growing and reshaping a territory that had limited representation and expanded territory to include new qualified agencies while maintaining rapport and partnerships with flagship agency owners and their staff

Expanded agency base by 40%

Provided training for new agencies to include multiple follow up visits to ensure production and agency comfort with carrier and offerings

Trained new and existing agents on new rating software and provided feedback for improvements

Exceeded quarterly growth every quarter since inception, only missing max bonus once

PROMOTED: GEORGIA STATE MANAGER, March 2019 to present

Prospect for quality agency partners to offer Frontline's products in a new market

Gather market intelligence and agents' feedback to further adjust and define product offerings

Support new agents with prompt assistance to questions and issues

Train agents to sell and promote Frontline to their client base

Manage new state responsibilities with existing Florida territory responsibilities simultaneously

TERRITORY MANAGER, ELEMENTS PROPERTY INSURANCE, January 2013 to December 2015

Involved in multiple facets of company development for a start-up property insurer, contributing on an as-needed capacity beyond traditional territory manager duties

Wrote copy for various projects including: company overview, introduction letters, assumption directives for both agents and customers, bulletins and training materials

Project Management to include heading up a communications review committee to review all correspondence sent out to agents, policyholders and the general public

Generate ideas and create copy for social media

Liason point for marketing department to ask questions and interact with the underwriting department to increase efficiency and decrease duplication

Coordinated with graphic designers and vendors to create give-aways, sign displays and purchase marketing materials

Trained in tandem with the VP of Sales all new territory hires, including mentoring and ride-alongs

Main contact point for all franchise and large agency operations

Research competition via agency discussions, website resources and state online resources

Plan and implement an agency appointment strategy in line with company's goals

Coach and train new agents on company and system use via in person visits and webinars

TERRITORY MANAGER, HOMEOWNERS CHOICE INSURANCE, December 2011 to January 2013

Developed strong relationships with agents who have books of takeout business with Homeowners Choice, but no prior contact from the carrier, to ensure retention levels of 94%

Proof-read various marketing correspondence to ensure a professional image of HCI is presented to its agents and policyholders

Created correspondence to be delivered to agents including bulletins and brochure content

Organized and Implemented as a team a phone and email campaign to 2000+ agencies for the November 2012 Citizens takeout of 70,000 policy holders to ensure these agents were aware of HCI and our plans to retain their clients in order to produce a record level of almost 80% acceptance of the takeout

Mentored new territory managers by going on agency visits and offering suggestions for improvements, answering the territory manager's questions and providing encouragement

TERRITORY MANAGER, AMERICAN INTEGRITY INSURANCE, September 2010 to December 2011

Developed a previously under-utilized territory for the company by appointing an additional 45+ quality agencies to increase production

Planned and executed agency council meetings to increase brand awareness for American Integrity in my territory to become a top three choice for agents for new home construction risks as well as dwelling fire and vacant risks

Built a strong relationship with Brightway and WeInsureFL franchises, on both the franchise owner and corporate levels, to increase production statewide, not just my territory. Saw production from Brightway statewide go from an average of 200 policies a month to 1700+ per month

Exceeded sales goals consistently. Went from immediately exceeding sales targets by 110% on average to a record 196% by December of 2011

EDUCATION:

Bachelor of Arts Degree in English Writing, December 1997, **University of Pittsburgh**, Pittsburgh, PA

DESIGNATIONS AND LICENSES:

AINS Designation completed April 2018

API Designation completed May 2005

CIC Designation completed November 2012

CPCU Designation completed 2020

CPRM Designation actively pursuing with two courses left

FLORIDA 220 PROPERTY AND CASUALTY LICENSE in compliance and completed in 2000

LEADERSHIP:

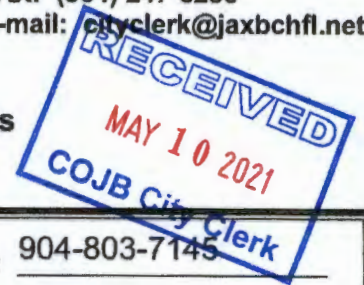
Organize and run the North Florida Territory Manager Luncheon Meeting

Leadership team for Polka Dot Powerhouse Women's Networking group



Application for Appointment to City Boards

Personal Information (Please print or type)



Name: Stacy L. Smith Home Phone: 904-803-7145
Home Address: 365 Palm Tree Rd, Jacksonville Beach, FL 32250
E-Mail Address: stacy73322@gmail.comj Cell Phone: 904-803-7145
Occupation: Facilities Planner Interior Designer Business Phone: 904-803-7145
Business Name: Stacy L Smith Interiors 365 Palm Tree Rd. A, Jacksonville Beach, FL 32250
Business Address: Stacy L Smith Interiors 365 Palm Tree Rd. A, Jacksonville Beach, FL 32250

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>20 yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>365 Palm Tree Rd.</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☒	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

3 Board of Adjustment	1 Planning Commission
2 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: Planning and Development

Education: BS Interior Design, Kansas State University

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Registered Interior Designer with State of Florida - Familiar with Florida and National Building Codes, Property owner Jacksonville Beach, Business Owner Jacksonville Beach (over 10 years)

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☐ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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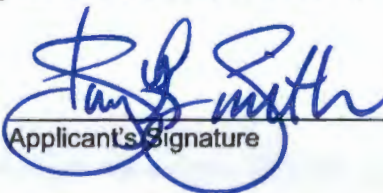
I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

5/5/2021

Date


Applicant's Signature

SUBMIT APPLICATION

Please do not write below - Staff use

Date application received: 05/10/2021

Interviewed on: 10/14/2021

Eligible for appointment **Yes** No

If not eligible for appointment

Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Stacy L. Smith

365 Palm Tree Rd, Jacksonville Beach, FL 32250

Phone: 904.803.7145

Email: stacy73322@gmail.com

Portfolio: <http://stacy73322.wixsite.com/stacysmithdesigns>

STRENGTHS & SKILLS

- Commercial and residential design: New Construction, Renovate/Remodel, Tenant Improvement, & Relocation
- Programming, space planning; conceptual, schematic, and design development; construction docs, and administration with utilization of life safety and building codes
- Specifying furniture, finishes, fixtures, and equipment
- Project and client development and management, budgeting, scheduling, and implementation
- Custom furniture design and systems furniture layouts
- Project design, renderings, and visuals for presentations; both hand and computer generated
- Extensive knowledge of various product and finish specifications, use, and function in a multitude of environments
- Field management and selection of sub-contractors and trades
- Bid and proposal review and negotiation
- Purchasing – including estimating, sourcing, pricing, negotiation, RFPs, POs, receipt, delivery and installation
- Management of office and employees
- Professional interactions with clients and colleagues
- Ability to understand and interpret client needs and style, and convey through functional and creative design
- Motivated to work independently and/or preferably in a team environment
- Initiative and ability to handle multiple projects simultaneously
- Focus in color and light therapy techniques and applications for mental and physical well-being
- Lighting specialist and sustainable design advocate

EMPLOYMENT

2020 – Present

Senior Occupancy Planner

CBRE providing services for Johnson & Johnson – State of Florida

2018 – 2020

Commercial Senior Interior Designer

RDB Design Associates Jacksonville, FL

2004 - Present

Principal / Senior Designer / Project Manager Jacksonville, FL

Designhouse Space Designs & SLSI – Stacy L Smith Interiors, Inc.

Commercial and Residential Design

TECHNICAL SKILLS

Proficient in both Mac and PC Platforms; Revit, Autocad, Full MS Office Suite, Adobe Creative Suite – Photoshop & Illustrator; 2020, Studio Designer; Familiar with; Studio 3D, Rhino 3D, Project and Facilities Management software, SAGE, and AS400

CREDENTIALS

2019 **RID** – *Registered Interior Designer*; ID0006512

2009 **NCIDQ** – *National Council for Interior Design Qualification*

2008 **Women's Business Center** - *Financial Matters Program Certificate holder*

EDUCATION

1991 – 1997 **BS Interior Design** (FIDER/CIDA accredited)

Kansas State University Manhattan, KS

1999 – 2001 **Studies in Graphic Design**

Kansas State University Manhattan, KS

ACCOMPLISHMENTS

Career Accomplishments:

- Continuous success in bringing projects to completion at or under clients' specified budgets
- Development of standard operating procedures, providing for consistencies in the design process and client generation and development
- Identification of cost saving solutions, techniques, and products in all facets of the design process, resulting in a lower base build cost for projects
- Created and maintained full FFE menu for multi-family project consisting of 1,000 plus products
- Designed and implemented a new process for presenting concepts and designs to client
- Developed a new uniform system to record and track all FFE for each project to distribute to all departments
- Created 500+ interactive slide presentation for introducing product menu to clients

Notable Clients:

Mayo Clinic: *Multiple simultaneous projects*

Baptist Health: *Multiple simultaneous projects*

Army Corp of Engineers: *Tenant improvement*

ATP Flight School: *Training facilities, and furniture specs*

The Bakkar Group Offices: *Furniture specifications and acquisition, lobby design*

The Klotz Group: *Multiple Commercial & Multi-tenant property design and consultation*

JH Advisors: *Multiple Commercial property renovations design*

Merrill Lynch Offices – *Personal Office design and furnishings*

Notable Design Projects:

Restaurants:

Chew Restaurant, Restaurant Orsay, Twisted Martini I and II, TraVini Remodel, Salt Life Food Shack, Hightide Burrito Gallery, Taverna, Pele's Woodfire, North Beach Bistro, The Casbah Hookah Lounge remodel

Multi-Family, Commercial, and Other

Medical and Merchants Center of Mandarin: *Lobby and common area redesign; 12,000 sf*

ATP Flight School – *Classroom and training facility design and furnishings; Phoenix, AZ*

Bella Harbor (52 unit condo development): *All interior and exterior selections*

Woodruff Crossing (Residential community, Greenville SC): *Model homes*

Elite Homes (Townhomes and single family): *All interior and exterior selections*

Lofts of North Beach Condos: *New condo building in collaboration with client and architect*

Privado Condos: *New condo building in collaboration with client and architect*

North Beach on Kernan (432 apartments located in Jacksonville, Client: Cedarwood Development, Akron Ohio): *Clubhouse and 2 models, plus all interior and exterior finishes for community*

The Vista at Twenty-Mile: *44 Semi-custom luxury home development*

The Plantation at Ponte Vedra – *Clubhouse design assistance*

Project Portfolio: <http://stacy73322.wixsite.com/stacysmithdesigns>

Linked in Profile: <https://www.linkedin.com/in/stacyleesmithdesigns/>

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10
FAX: (904) 247-6256
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Received
May 3, 2021
City Clerk's Office

Personal Information (Please print or type)

Name: <u>Walter Haynes</u>	Home Phone: _____
Home Address: <u>116 Seagrape Dr.</u>	
E-Mail Address: <u>Walter.integrityfirstelectric.com</u>	Cell Phone: <u>904-626-4482</u>
Occupation: <u>Electrical Contractor</u>	Business Phone: _____
Business Name: <u>Integrity First Electric Co.</u>	
Business Address: <u>9200 8th Ave S.</u>	

Eligibility – Please Circle

Are you a resident of the City?	<u>Yes</u>	No	If yes, length of time: _____
Are you a registered voter?	<u>Yes</u>	No	If yes, what County: _____
Do you own property in the City?	<u>Yes</u>	No	If yes, address: _____
Do you hold a public office?	Yes	<u>No</u>	If yes, Office name: _____
Are you employed by the City?	Yes	<u>No</u>	If yes, position: _____
Are you currently serving on a Board?	Yes	<u>No</u>	If yes, Board Name: _____
Have you been convicted of a felony?	Yes	<u>No</u>	If yes, provide date: _____
Have your civil rights been restored?	Yes	<u>No</u>	If yes, provide date: _____
Have you filed bankruptcy?	Yes	<u>No</u>	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

☐ Board of Adjustment	☒ Planning Commission
☐ Community Redevelopment Agency	☐ Pension Trustee

Please list the type of City meetings you have attended: None

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Business owner for 12 years in Tax Bch

Education: <u>State Lic Electrical Contractor Since 2007</u>

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

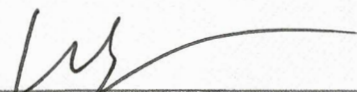
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

5/3/21
Date


Applicant's Signature

Please do not write below - Staff use

Date application received: 05/03/2021

Interviewed on: 10/14/2021

Eligible for appointment **Yes** No

If not eligible for appointment
Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

CITY OF JACKSONVILLE BEACH FLORIDA

Board Member Roster

Board of Adjustment

Meets 1st and 3rd Tuesday,
7:00 P.M., Council Chambers

Chair

Alexi Gonzalez

Vice-Chair

Owen Curley

Members

Daniel Elmaleh

John Moreland

Jeff Truhlar

Todd Smith (1st Alternate)

Jennifer Williams (2nd Alternate)

Planning Commission

Meets 2nd and 4th Monday, 7:00 P.M.,
Council Chambers

Chair

Margo Moehring

Vice-Chair

Colleen Murphy White

Members

David Dahl

Greg Sutton

Vacant

Justin Lerman (1st Alternate)

Emily Stouffer (2nd Alternate)

Community Redevelopment

Agency

Meets 4th Monday, 3:00 P.M.,
Council Chambers

Chair

Art Graham

Vice-Chair

Frances Povloski

Members

Jeffrey Jones

David McGraw

Gary Paetau

General Employees' Pension

Board

Meets Quarterly, 2nd Tuesday,
3:00 P.M., Council Chambers

Chairperson

Brandon Maresma

Chairperson Pro Tem

Dan Janson

Members

Nick Currie

Chris Hoffman

Eddie Vergara

Firefighters' Pension Board

Meets Quarterly, 2nd Tuesday, 3:00 P.M.,
Council Chambers

Chairperson

Gaylord Candler

Chairperson Pro Tem

Edward Dawson

Members

D. Lance Huish

John McDaniel

Debbie White

Police Officers' Pension

Board

Meets Quarterly, 2nd Tuesday,
3:00 P.M., Council Chambers

Chair

Jason Sharp

Chairperson Pro Tem

Marvin V. DuPree

Members

David Cohill

Rudy Dean

John Gosztyla

Special Magistrate

Hearings 4th Wednesday, 2:00 P.M., Council Chambers

Magistrate

Wayne Flowers

Active Board Applications

Applicant Name	Address	Phone	Email	Residency requirements	Registered voter	Board interest	Application date	Interview date	Comments
Ben Rubin	126 1st Street S.	904/472-8891	niburneb@gmail.com	Yes	Yes	1 - CRA	6/22/2021	10/14/2021	
Debbie Cole	926 6th Avenue S.	305/900-7241	debbiec87@hotmail.com	Yes	Yes	1 - PC* 2 - CRA*	5/24/2021	11/4/2021	Changed board priority during interview * Switched PC to first choice and CRA to second choice
James Turner	61 Jardin De Mer Place	630/309-8593	jay_turner_2000@yahoo.com	Yes	Yes	1- BOA 2 - PC	8/17/2021	10/15/2021	
Jeffrey Bredeson	2114 Gail Ave. (A)	904/699-6308	jbredeson2003@yahoo.com	Yes	Yes	1 - CRA 2 - Pension	5/10/2021	10/13/2021	2/5/2022 - Stated he was out of town and unavailable during additional Pension interviews scheduled for 2/2 and 2/3.
Jeffrey Spear	2400 1st Street S. #I35	904/685-2135	jeff@studiospear.com	Yes	Yes	1 - CRA 2 - PC	5/14/2021	10/14/2021	
John Gray Jr.	3972 Poincianna Blvd.	904/655-2612	john@restore24.net	Yes	Yes	1 - PC 2 - CRA	9/29/2021	11/4/2021	
Ken Marsh	2011 Gail Ave	904/304-1906	kdcmarsh@gmail.com	Yes	Yes	1 - CRA	5/12/2021	10/14/2021	
Melissa (Missy) Westerman	104 34th Ave S,	904/535-4761	mwest104@att.net	Yes	Yes	1 - CRA 2 - PC	9/29/2020	10/13/2021	
Nicholas Andrews	135 17th Avenue N.	808/753-3965	nicholas.e.andrews@outlook.com	Yes	Yes	1 - PC 2 - BOA	5/12/2021	10/15/2021	
Peter Schroeder	138 33rd Avenue S.	904/805-2096	chris@pcsfirm.com	Yes	Yes	1 - BOA 2 - PC	5/26/2021	10/15/2021	12/3/21 - Does not wish to be considered for an Alternate position
Rebecca Linsner-Like	1017 2nd Street N.	904/589-8213	rlike33@bellsouth.net	Yes	Yes	1 - CRA 2 - PC	5/7/2021	10/15/2021	
Samuel Langham	138 32nd Avenue S.	904/249-3403	salangham@reabc.com	Yes	Yes	1 - CRA	10/7/2021	10/15/2021	
Shandy Thompson	522 3rd Avenue S.	904/738-5732	shandy.thompson@icloud.com	Yes	Yes	1 - PC 2 - BOA	3/26/2021	10/14/2021	5/9/22 - Not a good time but would like to stay on list for future seats.
Stacy Smith	365 Palm Tree Road	904/803-7145	stacy73322@gmail.com	Yes	Yes	1 - PC 2 - CRA	5/10/2021	10/14/2021	

Walter Haynes	116 Seagrape Dr.	904/626-4482	walt@integrityfirstelectric.com	Yes	Yes	1 - PC 1 - CRA*	5/3/2021	10/14/2021	*Expressed interest in CRA during interview
Ray Enzenbacher	225 Hopkins St. #B, Neptune Beach	904/343-3295	iworkhard71270@yahoo.com	No	Yes	1 - PC (not eligible) 2 - CRA	11/22/2021	Pending	Doesn't meet residency requirement for PC
Timothy Osborne	1350 Pinewood Rd.	718/594-6770	timothy@basiscollective.org	No	No	1 - PC (not eligible) 2 - CRA	11/29/2021	Pending	Doesn't meet 2-year residency requirement for PC. No LBTR for business (email sent)

***Board applications are valid for two years.**



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy
DATE:	04/13/2022
SUBJECT:	Advanced purchase of two vehicles budgeted in FY2023 of current Capital Improvement Plan for Beaches Energy Services

BACKGROUND

Under the approved Capital Improvement Plan (CIP) for FY2022-2026, the Beaches Energy Services Vehicle Replacement Program calls for the purchase of a new Digger Derek 6x6 Truck at a cost of \$400,000, and the replacement of a 55' Bucket Truck 4x4 in the amount of \$300,000 for FY2023. These vehicles are currently experiencing extremely long lead times due to chassis supply issues, it is anticipated that we will not receive these vehicles until FY2024. Beaches Energy Services is requesting to accelerate the order for these two items in order to try and mitigate significant lead time and price volatility challenges. While the lead times noted are significant for these two vehicles (see attached communication from Altec), the City would rather be early on a wait list, ahead of other organizations that may place orders after October 1.

The Digger Derek 6x6 Truck is recommended to be ordered from Altec Industries utilizing the Sourcwell Agreement (State Bid) for purchase. The current price is \$457,355.

The 55' Bucket Truck 4x4 is also recommended to be ordered from Altec Industries utilizing the Sourcwell Agreement (State Bid) for purchase. The current price is \$418,522.

No other vendors supplied pricing.

FINANCIAL IMPACT

Funding is available in the Electric Utility fund operating reserves. The funds will be spent from the following account: 410-12-1205-531-64-564001, and the budget will be amended as part of the mid-year budget adjustment.

REQUESTED ACTION

Approve/Disapprove the advanced purchase of two vehicles budgeted in FY2023 of current Capital Improvement Plan for Beaches Energy Services

ATTACHMENTS

1. Digger Derrick Quote
2. 55' Bucket Truck Quote
3. Info on Lead Times - Altec Trucks



New 2022 FREIGHTLINER Digger Derrick, Auger
BUSINESS CLASS M2 106

Financing Available # NT44923 - KCCAN

\$457,355

Popularity Stats

- Seen 3 times (last 30 days)
- Be the first user to .
- The price has not decreased recently

Description

Financing Available # NT44923 - KCCAN

NEW 2022 Freightliner M2106 Digger Derrick Truck: 6x6 Axle Configuration, Air Brakes, Cab to Axle: 194, Regular Cab, Class 8 Chassis, 350 Horsepower, Cummins L9 Diesel Engine, Frame: 7/16 x 3-9/16 x 11-1/8 + 1/4 in Reinforcement, Frame Yield Strength: 120, Front Axle Capacity: 18000, Front End Ratio: 6.14, Fuel Tank Capacity: 50 gal, GVWR: 58000, Rear Axle Capacity: 40000, Rear End Ratio: 6.17, Hendrickson HMX400 Rear Suspension, Front Tire: 385/65R22.5, Rear Tire: 11R22.5, Allison 3000RDS Transmission, Wheelbase: 260,

This truck is located in Kansas City, Missouri.

Message From Custom Truck One Source - Canton

Pre - Order your specialized up fit truck today or search our inventory for available trucks!

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> [Cookie Settings](#)

✓ OK



New 2022 FREIGHTLINER Bucket Truck - Boom Truck
BUSINESS CLASS M2 106

\$ Financing Available # NT49752 - KCTAM

\$418,552

Popularity Stats

- 👁 You are the first user to view this listing
- ♥ Be the first user to .
- 💎 The price has not decreased recently

Description

\$ Financing Available # NT49752 - KCTAM

2022 Freightliner M2106 Bucket Truck-6x6, Air Brakes, Cab to Axle: 194, Regular Cab, Class 8 Chassis, DEF Tank: 6, 350 Horsepower, Cummins L9 Diesel Engine, Frame: 7/16 x 3-9/16 x 11-1/8 in Reinforcement, Frame Yield Strength: 120, Front Axle: 18000, Front End Ratio: 6.14, Fuel Tank: 50 gal, GVWR: 58000, Rear Axle: 40000, Rear End Ratio: 6.14, Hendrickson HMX400 Suspension, Front Tire: 385/65R22.5, Rear Tire: 11R22.5, Allison 3000RDS Transmission, Wheelbase: 260, Equipment-Terex Ut TL80-112-112' Bucket, Basket: 24 x 48 x 42 End Mount, Capacity: 700, Continuous Rotation, This truck is located in Kansas City, Missouri.

Message From Custom Truck One Source- Tampa

Pre - Order your specialized up fit truck today or search our inventory for available trucks!

Details

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> [Cookie Settings](#)

✓ OK

Allen A. Putnam

From: Lamar Whitaker
Sent: Friday, March 11, 2022 10:28 AM
To: Allen A. Putnam
Subject: FW: Leadtimes

From: Paul Hinson Jr. <paul.hinson@altec.com>
Sent: Friday, March 11, 2022 10:06 AM
To: Lamar Whitaker <LWhitaker@beachesenergy.com>
Subject: Leadtimes

Lamar,

The estimated deliveries on your two recent quotes are:

DT65 June 2024

AM55E September 2025

I hope that improves some between now and then, but those are the estimates at this time.

Paul Hinson
Senior Account Manager
Altec Industries, Inc.
(205) 837-8293



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	05/05/2022
SUBJECT:	Purchase of Natural Gas Supply from Florida Gas Utility

BACKGROUND

In October 2019, City Council approved Resolution 2039-2019 which allowed Beaches Energy Services to join Florida Gas Utility (FGU), a joint action agency that provides gas management services to many other Florida municipalities. As part of this Resolution, a Gas Services Agreement was also adopted. This Agreement became effective December 19, 2019 for an initial term of one (1) year. The agreement renews each year for an additional one (1) year term unless either party provides one-hundred and eighty (180) days notice to terminate. As part of the Gas Services Agreement, FGU can provide gas supply acquisition and management.

Currently, the City receives its gas supply from Florida Natural Gas (FNG). As of May 31, 2022, Beaches Energy plans to change our gas supplier from FNG to FGU. The price per MMBtu under the Gas Service Agreement is the cost of gas delivered plus applicable transportation charges as set by the Florida Public Service Commission for transmission services to our Market Area. Since FGU does not add a markup to the cost of gas, the City will realize savings. FGU's policy for natural gas procurement is outlined in the attached FGU Policy Manual, C-1 Gas Supply Acquisition.

In addition, the City is also able to cancel the Master Energy Consulting Agreement with TECO Partners which will save \$1,500 per month, or \$18,000 per year. For this reason, we believe that this is the best choice to serve our customers going forward.

FINANCIAL IMPACT

Funding for natural gas supply is included in the annual budget. Staff will monitor costs incurred and adjust the budget as necessary via internal budget modification or as part of the year-end budget adjustment.

REQUESTED ACTION

Approve/Disapprove the Purchase of Natural Gas Supply from Florida Gas Utility and Declare Florida Gas Utility the Sole Source Supplier for the City's Natural Gas Utility

ATTACHMENTS

1. Florida Gas Utility Gas Services Agreement
2. FGU Policy Manual

BEACHES ENERGY SERVICES, FLORIDA,

AND

FLORIDA GAS UTILITY

GAS SERVICES AGREEMENT

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This Agreement ("Agreement") is entered into this 1 day of October, 2019, by and between Florida Gas Utility ("FGU"), a public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act and the City of Jacksonville Beach d/b/a Beaches Energy Services, Florida, ("Member"), a municipal corporation of the State of Florida.

WHEREAS, Florida Gas Transmission Company ("FGT") has received Federal Energy Regulatory Commission ("FERC") approval to effect a restructuring of its services, such that it now provides a number of service options, including transportation service, to its customers and prospective customers; and

WHEREAS, in order to take advantage of perceived opportunities created by this restructuring of service by FGT, FGU was established between and among several Florida municipal entities for the purpose of achieving savings through joint services for, or which benefit, its members; and

WHEREAS, services provided by FGU include, but are not limited to, the following:

1. The coordination and management of firm and/or interruptible transportation entitlements.
2. The purchase of gas for its members and customers.
3. The performance of gas flow balancing between FGU members' and customers' receipt and delivery point(s).
4. The performance of tariff interpretation, accounting services, gas nominations, dispatching, balancing, adjustments to gas and transportation invoices, invoice reconciliation, invoice payments, billing of charges for fuel, transportation, and other related services.

WHEREAS, FGU will, from time to time, have both interruptible contracts and firm contracts in place with gas producers, pipelines, marketers, and others to sell interruptible or firm gas to FGU's members and customers for one month or longer or shorter on notice from any FGU member or customer; and

WHEREAS, FGU has entered into Firm Transportation Service Agreements with FGT (which presently include FTS-WD, SFTS, FTS-1 and FTS-2) which permit gas to be delivered to specified delivery point(s) serving the municipal systems of its members; and

WHEREAS, FGT's tariff provides its firm transportation customers the right to aggregate with other shippers; and

WHEREAS, Member desires to receive, and FGU is willing and able to provide, the sales and agency services described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties agree as follows:

I. Definitions.

In addition to definitions incorporated herein, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "FTS-1" shall mean Florida Gas Transmission Company's Rate Schedule FTS-1 for Firm Transportation Service as filed with the FERC as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.2 The term "FTS-2" shall mean Florida Gas Transmission Company's Rate Schedule FTS-2 for Firm Transportation Service as filed with the FERC, as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.3 The term "FTS-3" shall mean Florida Gas Transmission Company's Rate Schedule FTS-3 for Firm Transportation Service as filed with the FERC, as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.4 The term "FTS-WD" shall mean Florida Gas Transmission Company's Rate Schedule FTS-WD for Firm Transportation Service – Western Division as filed with the FERC as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.5 The term "SFTS" shall mean Florida Gas Transmission Company's Rate Schedule SFTS for Small Firm Transportation Service as filed with the FERC as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.6 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Florida Gas Transmission Company.
- 1.7 The term "Gas," used in either upper case or lower case form as the context may require, shall mean pipeline quality natural gas which complies with the quality provisions set forth in the General Terms and Conditions of Florida Gas Transmission Company's effective FERC Gas Tariff, Volume No. 1.
- 1.8 The term "Division" shall mean a member of FGU, and the associated delivery point(s) of that member, whose transportation entitlements have been aggregated under one transportation contract held by FGU to which Florida Gas Transmission Company's Tariff Section 11 applies.
- 1.9 The term "Designee" shall mean FGU as the contractually authorized agent of a Member as defined in the general terms and conditions of the FGT Tariff.

- 1.10 The term "FGT Tariff" shall mean the effective tariff of Florida Gas Transmission Company on file at the FERC, as such tariff may be changed from time to time.
- 1.11 The term "Policies" shall mean the policies and procedures as adopted and amended from time to time by the Board or Executive Committee of FGU and included as part of FGU's Policy Manual.

II. FGU Transportation Service for Member.

A. Retained Entitlement.

Member currently intends to retain its transportation contracts with FGT or other interstate pipeline rather than aggregate some or all of its transportation entitlements as provided below. Thus, to the extent Member requests FGU to acquire Gas supplies on its behalf pursuant to Article III, FGU will acquire Gas as agent of Member and FGU shall, in all such cases (i) serve as Designee, all in accordance with FGU's Policies in effect from time to time, (ii) administer the retained transportation contracts in accordance with its terms as Designee for Member and (iii) perform the services as provided in Article IV hereof with respect to such transportation contracts in accordance with instructions received from Member.

B. Aggregated Transportation Contract(s).

(1) In accordance with the provisions of the FGT Tariff, Member may aggregate all or a portion of its firm transportation entitlements with the firm transportation entitlements of other FGU Members, which shall, for purposes of this Agreement, be referred to as the "Aggregated Transportation Contract(s)."

(2) If Member elects to aggregate its transportation contracts, the administration of the Aggregated Transportation Contract(s) shall be governed solely in accordance with the Policies, as and to the extent modified hereby or by separate agreements between FGU and Member.

(3) It is understood that if Member elects to aggregate all or portion of its transportation requirements, the Aggregated Transportation Contract(s) will be operated in a manner which will preserve to each Division, with Member being a Division, a priority right to the use of the firm transportation entitlements which would have been assigned to it in the absence of the Aggregated Transportation Contract(s). Only when Member's capacity rights are not required to meet the requirements of Member, will they be made available to other Divisions upon approval of Member in accordance with the Policies. Aggregated Transportation Contract(s) capacity not required by any Division may be temporarily relinquished or otherwise utilized by FGU under the terms of the FGT Tariff in accordance with the Policies.

(4) Member shall assume full responsibility for reimbursement of actual transportation charges, including demand charges, incurred by the Aggregated Transportation Contract(s) for the benefit of Member. To the extent another Division or customer of FGU may make actual use of Member's transportation rights, a reassignment of demand costs shall be made by FGU in accordance with the Policies.

(5) It is further understood that Member (or other members or customers) shall be permitted to withdraw all or part of its or their aggregated firm entitlements from the Aggregated Transportation Contract(s) at any time, upon advance written notice as required by the Policies, without otherwise affecting this Agreement, provided appropriate FGT consent and FERC authorizations have been obtained.

(6) Because Member requirements change from time to time, FGU will assist in acquiring and/or disposing of transportation entitlements for Member.

(7) All contracts involving a substantial change in the burdens or benefits of Member entered into with FGT in the name of the Aggregated Transportation Contract(s) for the benefit of Member shall have been approved in advance by both FGU and Member.

III. Gas Supply Service.

A. FGU and Member hereby agree that Member may from time to time request, in accordance with the procedures outlined in the Policies, that FGU purchase Gas supplies on its behalf and FGU shall furnish such Gas supplies to Member in accordance with the Policies, to the extent such supplies can be transported to Member's delivery point(s) under Member's or FGU's transportation agreements with FGT or other interstate pipeline, including those transportation agreements described in Article II A or, if applicable Article II B, hereof.

B. The quantity to be supplied by FGU shall be stated on a daily basis and nominated monthly by Member or as otherwise agreed to in accordance with Article VII A.

C. The General Manager of FGU, in accordance with Policies, shall determine the sources from which the gas supply services under this Agreement shall be provided including the proper mix of firm gas supplies, spot gas supplies and long term gas supplies. The pricing and terms of such Gas purchases shall be governed by FGU's Policies and its standard operating procedures in effect from time to time, as and to the extent modified by the express terms hereof.

D. Upon the termination of this Agreement by Member or in the event of excess gas supply, a determination shall be made by the Board of Directors as to whether an allocable part of such firm or long term gas supply agreements shall remain in the ownership and control of Member and the obligation of Member, or whether such agreements shall remain in the ownership and control of FGU and shall be paid for by FGU. Any right of Member to retain ownership of such allocation shall be subject to the release by the gas supplier of any liability of FGU or other members for such contract.

E. Member shall be obligated for its allocable share of any firm or long term supply of gas. No notification from Member of intent to accept less gas shall be effective with respect to such obligation for such allocable share of Member under any such firm or long term gas supply contracts. FGU shall, however, utilize its best efforts to attempt to dispose of any excess gas supply to the extent not required by Member.

IV. Related Authorizations.

A. FGU shall be responsible, unless otherwise instructed by Member in writing, for obtaining Member's gas supply for transportation under FTS-1, FTS-2, FTS-3, FTS-WD and SFTS, transportation types, to be transported hereunder to Member's delivery point(s) and for all operational decisions and arrangements associated with the transportation of gas on or upstream of the FGT pipeline, including but not limited to, transportation along pipelines other than FGT, selection of receipt point(s), delivery point(s), scheduling, balancing and dispatching of gas on such pipelines other than FGT as well as on FGT's pipeline.

B. Member and FGU anticipate that FGT and third parties will look to FGU for all purposes connected with servicing the transportation and purchasing of gas, including FTS-1, FTS-2, FTS-3, FTS-WD and SFTS transportation types, for Member on the FGT system, including, but not limited to, the furnishing and receipt of information concerning daily nominations, scheduling, balancing, receipt point(s), delivery point(s), invoice payment, accounting, third party transportation, and communications with Member, and that operational conditions may allow limited time for communications concerning such matters. To facilitate this process, and except with respect to services covered by the Aggregated Transportation Contract(s), Member agrees to name FGU, or a representative of FGU, as Member's Designee to perform Member's obligations with respect to nominations, scheduling and payment under the various FGT transportation rate schedules under which Member arranges transportation service for gas purchased from FGU hereunder.

C. It is recognized that Member is not obligated by this Agreement to purchase all of its gas requirements from FGU. Member may elect to enter into gas purchase arrangements directly with one or more third party suppliers. In such event, FGU hereby agrees to serve as agent for Member for purposes of the administration of such gas purchase contract(s), and/or the arrangement of transportation service by FGT in which case Member agrees to pay a service charge pursuant to Article V (F) of this Agreement.

V. Reimbursement to FGU for Costs.

A. FGU shall invoice Member monthly for costs incurred by FGU on behalf of Member which shall be reimbursed by Member under this Agreement. Each invoice shall separately identify (i) gas supply costs; (ii) gas transportation charges and related costs, (iii) FGU service charges, and (iv) adjustments.

- B. The monthly gas supply costs shall be calculated in accordance with the Policies.
- C. The monthly gas transportation charges shall be calculated in accordance with the Policies.
- D. Any adjustments or corrections to invoiced gas supplies or transportation charges will be reflected on subsequent FGU invoices to Member.
- E. In the event Member requests assignment back to Member of any of its share of Aggregated Transportation Contract(s), Member and FGU intend that Member shall assume and relieve FGU of all obligations for the payment of any charges resulting from such assignment. These charges shall be paid and all settlements completed, including the release of FGU and its other members from any liability by FGT with respect to the Aggregated Transportation Contract(s), unless other arrangements are agreed to by the Member, the General Manager of FGU and FGT, prior to the date such reassignment is made to Member.
- F. In addition to the gas supply and transportation charges described in Paragraphs A, B and C above, Member shall pay FGU the applicable FGU Monthly Service Charge in accordance with the Policies.

VI. Member's Obligation to Notify FGU.

- A. It will be Member's responsibility to notify FGU of any variations in Member's daily gas usage rate. Member will provide FGU with its natural gas requirements in such a manner to allow FGU to effectively secure the required gas supply and associated services in a timely and cost effective manner for Member. The actual details of such daily and monthly information requirements will be mutually agreed upon by the parties and may change from time to time to meet varying conditions.
- B. Member shall advise FGU of any change in any of the fuel requirements at Member's delivery point(s) (point of sale) as soon as is reasonably possible to allow FGU to make necessary adjustments in Member's or other FGU member or customer's gas volume nominations to avoid imbalances and penalties.

VII. Notification and Obligation for Operating Conditions.

FGU will notify Member as soon as reasonably practicable of all pipeline operating conditions, including but not limited to operational flow orders and alert days for which Member may be subject to costs or penalties as a result of noncompliance. If Member does not fully comply with such operational requirements, Member will assume full liability for any noncompliance.

VIII. Insulation from Liability for Loss.

Except as otherwise specifically provided in this Agreement, neither Party to this Agreement shall be liable for any loss, injury, or damage resulting to the other or to any other person from the use of any service provided pursuant to this Agreement, or arising from or caused by the interruption or curtailment of the same; provided, however, that this paragraph shall not be deemed to relieve either Party to this Agreement of responsibility imposed by law for loss or damage which is proximately caused by such Party's own negligence. Notwithstanding any provision in this Agreement to the contrary, nothing herein shall constitute or be interpreted or construed as a waiver by FGU or Member of their respective rights of sovereign immunity with respect to torts and tort claims, including, without limitation, their respective rights under Section 768.28, Florida Statutes, or any successor statute. Neither FGU nor Member shall not be liable for any claim founded in tort, whether or not that claim may also be included in or covered by any contractual indemnification hereunder.

IX. Risk of Loss; Indemnity.

A. Although FGU may hold title to the gas in order to transport it to Member's delivery point(s) under this Agreement, Member shall bear the risk of loss for all such gas during such transportation by FGU on the FGT system, including but not limited to, any economic or consequential damages to Member for failure to deliver gas or otherwise. FGU will, immediately prior to any such sale or transfer of such gas to Member for further delivery or Member's use, shall endeavor to obtain good title or right to the gas so as to make such conveyance effective and free of adverse claims and liens. Title to the gas transported for Member with its own transportation contracts will pass to such Member upon purchase by FGU from the supplier. Title to gas purchased for utilization by the Aggregate Transportation Contracts, will pass upon delivery by FGU to Member at the Member's Division.

B. Member agrees, to the extent permitted by law, to indemnify and hold FGU harmless from any and all losses or damages sustained by FGU, including any and all suits, actions, damages, losses, and expenses arising out of adverse claims of any persons, including Member, to such gas or the title thereto, or to royalties, taxes, license fees, or charges thereon, and from any and all liability to any persons, including Member, or for any property damage, occasioned by FGU holding title to gas for benefit of Member during transportation on the FGT system.

X. Disposition of Transportation Entitlements.

If Member is temporarily or permanently unable to utilize all or any portion of its share of the Aggregated Transportation Contract(s), the following provisions shall apply:

- (1) Upon request by FGU and approval by Member on each occasion, FGU may utilize that portion of Member's unused capacity which has been approved by Member for use by other FGU members or customers. These other FGU members or customers shall be responsible to FGU for any demand charges and other costs directly associated with such portions of the capacity for the period of time specified by Member for use by those other FGU members or customers, as provided in the Pricing Policy adopted by the Board of Directors.
- (2) To the extent FGU is unable to utilize such excess Member capacity, FGU will, as permitted by the FGT Tariff, applicable FERC regulations and agreements, assist and cooperate with Member to dispose of such excess transportation entitlement so as to avoid or minimize any payment obligations by Member to FGT or others.
- (3) Nothing herein shall relieve Member from its obligation to reimburse FGU for costs and expenses incurred by FGU for the released excess capacity for which FGU is not otherwise reimbursed by third parties.

XI. Curtailment.

It is understood that, in the event of a capacity curtailment on the FGT system which causes an interruption of firm, preferred or interruptible service, curtailment shall be implemented in accordance with FGT's currently effective curtailment plan. In the event interruptible service is partially interrupted, FGU shall endeavor to continue deliveries to Member under FGU's FTS-1, FTS-2, FTS-3, FTS-WD and SFTS contracts, if applicable in accordance with Policies.

XII. Indemnification for Avoidable Costs.

If any act or omission of Member causes FGU to incur producer demands, or pipeline scheduling, imbalance, or overrun penalties, Member will, to the extent permitted by law, indemnify and reimburse FGU for all such amounts. Nothing herein shall be deemed to foreclose FGU from employing other remedies, including cessation of deliveries, and FGU reserves the right to do so, in order to ameliorate any such exposure.

XIII. Defaults and Remedies.

The parties agree that the defaults and remedies set forth in Sections 10.02 and 10.03 of the Base Contract for Sale and Purchase of Natural Gas as published by North American Standards Board Inc. (2006 Form) are incorporated herein by reference and made a part hereof.

XIV. Termination of Agreement.

This Agreement may be terminated by either Party upon one hundred eighty (180) days written notice to the other or as otherwise approved by the Board of Directors; provided, however, that, before such termination can take effect, provision shall have been made for the reassignment of any capacity rights aggregated in the Aggregated Transportation Contract(s) to FGU (or to its individual members or customers, if preferred by them) and to Member, respectively; and for the payment of all outstanding obligations, or obligations that may arise with respect to firm or long term gas supply contracts by FGU, as provided in Article III C, D and E hereof.

XV. Inducement to Agreement.

The obligations of Member to reimburse FGU for demand charges, transportation charges, gas supply costs and other reasonable costs and taxes, levies or fees expended by FGU and paid to FGT and others to secure gas under favorable terms and costs for delivery to Member's delivery point(s) are essential to the inducement of FGU and Member to enter into this Agreement. Unless specifically provided to the contrary in this Agreement, such obligations shall apply and continue in all events, and irrespective of whether Member actually utilizes or is able to utilize the capacity reserved and the firm or long term gas supply contracts secured by FGU, pursuant to this Agreement, except as this Agreement allows these obligations to be reduced or eliminated.

XVI. Billing.

A. FGU will render an invoice for the service to be provided to Member and for reimbursement of costs and charges which FGU is required to pay to effect the purposes of this Agreement.

B. FGU will provide Member with an invoice by mail, courier or facsimile or other electronic transmission for the amounts due as provided in paragraph A above, for the prior month as soon as the billing information is available, based on scheduled gas consumption. FGU will provide a calendar of invoice and due dates at the beginning of each fiscal year. Payment for all invoices submitted shall be due on or before FGU's published due date. All invoices shall be considered past due if payment is not received by the due date. Interest may be charged on all balances outstanding after the due date at the Prime Rate of interest as published from time to time in the Wall Street Journal and in effect on the calendar month for which the unpaid balance shall be received by FGU, but in no event in excess of the maximum lawful rate in existence from time to time. Failure to pay the full amount due by the due date including the past due amount, interest charges and the current amount due, may result in suspension of gas supply service by FGU until the past due amount and all charges are paid in full. Member shall advise FGU of any dispute in any invoice on or before the due date, provided, however, that payment in full shall be made by Member on or prior to the due date and the parties shall attempt in good faith to resolve the dispute. The billing and payment procedures shall be in accordance with the Policies, including the Billing and Payment Policy as established by the Board of Directors, and any conflict with the provisions of this Agreement and such policy shall be governed by such policy.

XVII. Force Majeure.

A. In the event that either Party, FGU, or Member, is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement or any subsequent service agreement between the Parties contemplated herein, other than the obligation to make payments due, it is agreed that upon such Party giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice (other than the obligation to make payments due), so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. It is further agreed that except for the obligation to make payments due, neither FGU nor Member shall be liable to the other for any damage occasioned by force majeure.

B. In the event of any nonperformance caused by any of the forces described in Subparagraph C the Party affected shall within twenty-four (24) hours promptly notify the other Party verbally and within two (2) working days of nonperformance and provide the other Party with written confirmation of the nature, cause, date of commencement and anticipated extent of such nonperformance. If by reason of such force majeure FGU has a right to terminate any service agreement with FGT or others, FGU will afford Member a comparable right to terminate the corresponding service or agreement under this Agreement.

C. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe (other than regularly scheduled or routine maintenance), freezing of wells or lines of pipe, planned or unplanned outages by FGT, Member or other parties in the transportation of the gas, partial or entire failure of source of supply, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), and any other similar or related cause, whether or not enumerated herein, and whether caused or occasioned by or happening on account of the act or omission of FGT or Member or any other person or concern, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome; such term shall likewise include;

(1) in those instances where either Party is required to obtain servitude, rights of way grants, permits or licenses to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, rights of way grants, permits or licenses; and

(2) in those instances where either Party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

D. The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

XVIII. Notices.

All notices, payments and communications with respect to this Agreement shall be in writing and sent by mail, courier or facsimile or other electronic transmission to the addresses stated below, or to any other such addresses as may be hereafter designated in writing.

FGU: Florida Gas Utility
Attn: General Manager
4619 NW 53rd Avenue
Gainesville, Florida 32606

Member: Beaches Energy Services, Florida
Attn: Director, Beaches Energy
1460 Shetter Ave.
Jacksonville Beach, FL 32250

XIX. Term and Effective Date.

Subject to all other provisions, conditions, and limitations hereof, this Agreement shall be effective upon its date of execution ("Execution Date") by both parties and shall continue in full force and effect for an initial period of one (1) year from the Execution Date. Thereafter, the Agreement shall be extended for additional one-year increments, unless either party gives written notice of termination to the other party in accordance with Article XIV. This Agreement may only be terminated earlier in accordance with the provisions of this Agreement and the parties' respective rights under applicable law. This Agreement shall supersede any prior agreement executed between Member and FGU.

XX. FERC Approval.

The obligations of the Parties hereto shall be conditioned on any required FERC approval for the Aggregated Transportation Contract(s) and/or transportation services contemplated hereunder, and the availability of such transportation services to FGU and Member.

XXI. Assignment.

This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither Party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other Party, which shall not be unreasonably withheld, and any necessary regulatory authorizations.

XXII. Member Representative.

Member shall appoint from time to time and provide to FGU written notice of the name, mailing address, telephone number and facsimile transmission number of one or more employees or agents with authority to give instructions required by this Agreement and otherwise exercise decisions by Member required under this Agreement (the "Member Representative").

(1) The Member Representative shall represent Member in giving and receiving notices and directives regarding the routine operational decisions, which decisions may be relied upon by FGU and shall be contractually binding upon Member.

(2) The Member Representative or another designated Member Representative may also, if so stated, represent Member in giving and receiving notices and directives regarding all other decisions required or that may be exercisable under this Agreement, which decisions may be relied upon by FGU and shall be contractually binding upon Member.

(3) Notices and directives between the Member Representative(s) and FGU may be transmitted orally when required, provided that such notices and directives shall be promptly confirmed by a written notice as authorized by this Agreement.

XXIII. Governmental Regulations.

This Agreement shall be subject to all valid, applicable and effective laws, orders, rules, regulations and directives of all duly constituted federal, state and local governmental authorities having jurisdiction.

XXIV. Special Projects.

The Board of Directors of FGU may agree to undertake a project involving investment of capital, other than minor capital expenditures and may elect to establish a separate budget or budgets for such projects. All members shall be afforded an opportunity to participate on an equitable basis in any project. When a project is operational, if less than all members are participants, FGU may maintain a separate, subsidiary operating account on each such project which will demonstrate the financial relationship between the project and FGU's general operating budget.

XV. Rate Covenant.

Member shall establish, maintain and collect rates and charges for the services it provides to its customers so as to provide sufficient revenues, together with available system reserves, to enable Member to pay all accounts payable to FGU by Member under this Agreement and all other lawful charges against or liens on the revenues of Member's system. In no event shall Member ever be required to levy ad valorem taxes on any property within its boundaries to make any payments required under this Agreement. No obligations of Member hereunder shall constitute or create a lien, either legal or equitable, on Member's ad valorem taxing power.

THIS AGREEMENT is entered into in mutual consideration of the premises stated herein, and is effective as of the date first written above.

FLORIDA GAS UTILITY

By: Thomas Le Goffey
Title: General Manager & CEO

Attest: Katie Hall
Title: Member Services Manager

The CITY OF JACKSONVILLE BEACH,
D/B/A BEACHES ENERGY SERVICES,
FLORIDA

By: [Signature]
Title: Mayor

By: Attest: [Signature]
Title: City Manager

Attest: [Signature]
Title: City Clerk



Policy Manual

Updated 8-14-17

**Florida Gas Utility
Policy Manual
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A - ADMINISTRATION

A-1 Travel

Florida Gas Utility shall provide full reimbursement of all reasonable and justified expenses incurred by Florida Gas Utility staff in the performance of travel which has been determined to be necessary and in furtherance of Florida Gas Utility's purpose.

Prior approval by the General Manager is required for all travel. Out of State travel by the General Manager shall require prior approval by the Chair of the Board of Directors.

Use of an employee's personal vehicle, if approved by the General Manager, shall be reimbursed at the Federal rate for reimbursement of mileage for business related expenses.

Expenses not reimbursable shall include personal entertainment, first-class air travel, expenses of any nature deemed to be unreasonable by the General Manager or Chair of the Board.

Should travel expenditures exceed the budgeted amount by 10% in a fiscal year, any further travel authorization must meet the approval of the Executive Committee.

A-2 New Member/Customer Acceptance

Members

Potential Members shall be evaluated by staff based on the following criteria. The evaluation shall be submitted to the Executive Committee for its approval with notice to the Board of Directors in accordance with the By-Laws.

Evaluation Criteria

- Impact on staffing levels
- Revenue impact
- Overall balance of entitlements
- Prescribed membership requirements
- Credit worthiness

Affiliates

Potential Affiliates shall be evaluated by staff based on the following criteria. The evaluation shall be submitted to the Executive Committee for approval in accordance with the Bylaws.

Evaluation Criteria

- Prescribed affiliation requirements
- Impact on staffing levels
- Revenue impact
- Overall balance of entitlements
- Credit worthiness

Full Service Customers

Potential Full-Service Customers shall be evaluated by staff based on the following criteria. The evaluation shall be submitted to the General Manager for approval.

Evaluation Criteria

- Impact on staffing levels
- Revenue impact
- Overall balance of entitlements
- Credit worthiness

Interruptible Customers

Interruptible customers (non full-service customers) shall be evaluated on credit worthiness and overall benefit to Florida Gas Utility. Approval of non full-service customers shall be at General Manager's discretion.

Date Adopted: 7/14/2004

Effective Date: 7/14/2004

A-4 Operating Cost Recovery

Service Charge for Administrative & General Costs:

FGU's costs for administrative services shall be recovered through a service charge to Members and Affiliates that shall be based on an allocation methodology approved by the Board of Directors. At a minimum, each Member and Affiliate will be obligated to pay for the annual amount of FGU service charge revenues approved in the Annual Budget ("Annual Assessment"). The Annual Assessment will be considered an outstanding obligation of the Member or Affiliate until payment is made in full for such fiscal year. Costs that are directly attributable to individual Members or Affiliates or groups of Members or Affiliates and do not benefit the overall membership of FGU will be recovered through direct allocation to such Member(s) or Affiliate(s). The General Manager shall provide periodic review of the sufficiency of the service charge for recovering FGU's administrative services costs for action by the Board.

Adjustments and Allocable Share of All Other Costs:

Allocation of any additional amount not specified in the other items of costs for administrative services, including without limitation, costs imposed or permitted by any regulatory agency or which are paid or costs incurred in connection with the provision of services by FGU to Members and Affiliates and all costs and expenses relating to personal injury and damage claims and extraordinary costs relating to pipeline, regulatory or other such costs, expenses or assessments required to be paid by FGU in connection with the delivery of services to Members and Affiliates shall be determined by the General Manager. If the General Manager considers these costs to be material, such allocation shall be determined by the Executive Committee. Any Member or Affiliate may appeal the General Manager's allocation methodology to the Executive Committee for final determination.

Date Adopted: 8/9/1995

Effective Date: 8/9/1995

A-5 Surety for Customers

Florida Gas Utility may require surety against default on payment by customers in the form of a letter of credit or other instrument. Requirement of such surety shall be at the discretion of the General Manager acting on general guidelines as set forth by the Executive Committee.

Date Adopted: 10/26/2007

Effective Date: 10/26/2007

A-6 Property Control

All general plant property shall be recorded on an inventory list, which shall be reviewed annually for verification of property by the General Manager. (Any revenues from disposal of surplus property shall be deposited to the Reserve Fund.)

The General Manager shall be responsible for declaring items of personal property as surplus and of no current or future use to FGU. Such surplus personal property may be disposed of in the following manner.

- Sales to the highest bidder following advertisement in the local newspaper, or
- Donation to any bona fide charitable organization which is tax exempt pursuant to Internal Revenue Code Sec. 501(c)(3), or
- Trade-in for other or similar personal property, or
- Discarded at the discretion of the General Manager.

No employees or members of their immediate family may acquire such surplus property if the employee had any role in establishing the valuation or price of such property.

Date Adopted: 8/9/1995

Effective Date: 8/9/1995

A-7 Operating Budget

The General Manager shall submit an annual budget for approval by the Board of Directors for the fiscal year beginning October 1. The budget shall be based on an estimate of the operating expenses of FGU. The General Manager shall recommend a service charge rate level calculated to recover sufficient revenues to cover the estimated expenses including a contingency reserve. The General Manager shall recommend as part of the budget additional funding or refunding necessary to achieve an approved Reserve Fund Level and other Designated Funds.

The General Manager shall have full authority for budgetary spending and monitoring. The General Manager shall provide the Executive Committee with management reports which reflect the current quarter's expenditures and year to date budget expenditures and balances and any use of the contingency reserve. Mid-year rate adjustments may be recommended if projections indicate insufficient revenues to cover expected expenses.

Date Adopted: 06/10/2016

Effective Date: 06/10/2016

A-8 Credit Policy

Florida Gas Utility's (FGU) credit policy applies to **Members** and **Affiliates** as well as any FGU **Counterparty**. Counterparty, as such term relates to the credit policy, refers to customers and suppliers which are parties to natural gas contracts with FGU. The policy is set to minimize "Credit Risk" while maximizing "Credit Worthiness". "Credit Risk" refers to the financial exposure that FGU has in the event of nonperformance by any contract party. "Credit Worthiness" is the assessment of a contract party's ability to meet its contractual obligations.

A. Member and Affiliate Policy

1. Member & Affiliate Policy Objectives

The following objectives apply to Members and Affiliates:

- a) Enhance FGU's ability to meet its payment requirements.
- b) Improve FGU's ability to purchase competitively priced and reliable gas supply for its Members and Affiliates.

2. Member Requirements

Each Member shall be required to provide FGU with acceptable credit enhancement that shall be approved by FGU's Credit Committee. The following will be considered acceptable credit enhancement facilities:

- a) Participation in the All Requirements Project, subject to Credit Committee review;
- b) Cash deposit into the Member Deposit Fund in an amount established by the Credit Committee; or
- c) Cash deposit into an account in the name, or for the benefit of FGU, but which may be invested by Member, provided that the holder of the account shall be given irrevocable instructions that the account may only be drawn upon by the General Manager or CFO of FGU. The amount to be held shall be established by the Credit Committee.

The deposit shall be held in immediately available funds, in an amount and pursuant to the terms of a custodial or deposit agreement, approved by the Credit Committee.

- d) Letter of Credit for the benefit of FGU from an acceptable provider in an amount established by the Credit Committee.
- e) O&M Covenant. This option is only available to a Member as long as (i) the Member's long term unsecured or underlying rating on its System Revenue Bonds from any one of the following rating agencies is at or above A-2 by Moody's, A (flat) by S&P and/or A (flat) by Fitch and (ii) only as long as, in the determination of the Credit Committee, such Member otherwise meets the qualifications described below. To qualify for this method of providing credit enhancement:
 - (1) The Credit Committee must determine, at the inception of its approval and on at least an annual basis thereafter that (i) the provision of credit enhancement of the type contemplated in this paragraph (2)(e) will not, in and of itself, adversely affect FGU's long term underlying credit rating and (ii) the Member historically has had sufficient liquidity to meet its anticipated payment obligations under their respective Gas Services Agreement at all times during the 24 month period preceding the date of calculation; and
 - (2) The Member must have (i) amended its Gas Services Agreement, in form acceptable to the Credit Committee, agreeing to promptly notify FGU in writing of any changes in ratings or any adverse change in its financial condition or operations; (ii) provided FGU with an opinion of counsel to the Member (A) stating that such Member's covenants to make such payments and comply with the other requirements in this paragraph (2)(e) are valid and enforceable obligations of the Member, and (B) stating that such payments will constitute "operating expenses" under the Member's respective bond documents, payable before the Member's debt service thereunder; and (iii) provided comfort acceptable to the Credit Committee that it is more likely than not that such treatment as an operating expense will be upheld in the event of the Member's bankruptcy or insolvency.
 - (3) Upon notification by the General Manager that any of these conditions cease to be met, the Member must agree to post collateral described in paragraph (2)(b), (c) or (d) within five (5) business days of such notice.

3. Affiliate Requirements

Each affiliate shall be required to provide FGU with acceptable credit enhancement that shall be approved by FGU's Credit Committee. The following will be considered acceptable credit enhancement facilities:

- a. Participation in the All Requirements Project, subject to Credit Committee review;
- b. Cash deposit into the Member/Affiliate Deposit Fund in an amount established by the Credit Committee; or
- c. Cash deposit into an account in the name, or for the benefit of FGU, but which may be invested by Affiliate, provided that the holder of the account shall be given irrevocable instructions that the account may only be drawn upon by the General Manager or CFO of FGU. The amount to be held shall be established by the Credit Committee. The deposit shall be held in immediately available funds, in an amount and pursuant to the terms of a custodial or deposit agreement, approved by the Credit Committee.
- d. Letter of Credit for the benefit of FGU from an acceptable provider in an amount established by the Credit Committee.

B. Counterparty Policy

1. Counterparty Objectives

The following objectives apply to Counterparties:

- a. Enable FGU to make informed decisions as to the Credit Worthiness of a Counterparty.
- b. Maintain better control over cash flows.
- c. Minimize losses to FGU and FGU Members from counterparty defaults, primarily late payments and total payment defaults.
- d. Provide for Member directives to extend additional credit to specified Counterparties and assume full responsibility for such additional credit.

2. Counterparty Credit Worthiness Review Methodology

Each Counterparty's Credit Worthiness will be evaluated using a nine (9) point Credit Matrix system that provides consideration for industry specific credit factors. The Credit Matrix system uses a benchmark scale to arrive at a

Counterparty's risk rating utilizing a third party credit information monitoring company to determine a) industry segment, b) size and c) credit metrics (specific financial ratios) of each Counterparty. The resulting risk rating is then used to establish the credit line to be extended to each Counterparty.

A Counterparty's credit line can be established in two ways: 1) the Counterparty's information must be available from the third party credit information company or be provided to FGU by the Counterparty in form and content acceptable to FGU. If such information is not available to FGU, then in order to receive a credit line from FGU, a parent guarantee or other form of adequate assurance of performance must be provided by the Counterparty. In such case, the evaluation of the Counterparty's Credit Worthiness will be performed on the parent or other guarantor; or 2) at the discretion of the General Manager, with approval from the Credit Committee. Any extension of credit by the General Manager shall only be effective for the requested time period, not to exceed one (1) fiscal year.

a. Credit Matrix System

Industry Segments:

The Credit Matrix system incorporates the Counterparty's primary industry segment. Each Counterparty will provide FGU with its primary industry segment which FGU will use in evaluating the Counterparty's Credit Worthiness. The following industry segments make up the the majority of FGU's current Counterparties and will be used in the Credit Matrix system: i) Oil & Gas Integrated; ii) Oil & Gas Operations; iii) Oil Well Services & Equipment; iv) Electric Utilities; v) Natural Gas Utilities; and vi) Financial and/or Other. Industry segments create separation within the FGU credit philosophy. Each industry segment has its own unique credit matrix. By each industry segment having its unique credit matrix, credit lines are tailored to an industry's relative metrics.

Credit Metrics & Weights:

The Credit Matrix system incorporates the following four (4) credit metrics: i) Quick Ratio; ii) Current Ratio; iii) Interest Coverage Ratio; and iv) Debt to Tangible Net Worth Ratio, with weights for each metric. Each industry segment will have a Credit Matrix with a unique set of weights and metric benchmarks specific to such industry segment.

Credit metric weights are industry segment specific. All industry segments must have a minimum of 50% weight placed on the combined Quick Ratio and

Current Ratio, which measures the Counterparty's liquidity, or ability to meet its current obligations. The following table establishes the weights for each credit metric by industry segment.

Credit Metric Weights	Quick Ratio	Current Ratio	Interest Coverage Ratio	Debt to Tangible Net Worth
Oil & Gas Integrated	10%	45%	30%	15%
Oil & Gas Operations	20%	45%	25%	10%
Oil Well Services & Equipment	20%	40%	25%	15%
Electric Utilities	15%	35%	25%	25%
Natural Gas Utilities	15%	35%	30%	20%
Financial and/or Other	N/A	N/A	N/A	N/A

Counterparty Size:

Counterparty size is used in determining credit limits. Size parameters are set using a third party credit information monitoring company. Determination of a Counterparty's size uses the Net Sales data extracted from the third party credit information monitoring company. Counterparties with Net Sales greater than the 66% median are classified as large. Counterparties less than the 33% median are classified as small. All other Counterparties are classified as medium. These designations are determined on an industry segment specific basis.

Establishing Credit Lines:

Credit lines are established based on risk ratings as calculated using the Credit Matrix system in conjunction with a credit line matrix. The credit line matrix consists of an initial minimum credit floor which takes into account the Counterparty's size relative to its industry segment (small, medium, and large).

The method for establishing the minimum credit floor is detailed in the FGU credit operating procedures.

Credit Matrix Benchmark Scale:

The Credit Matrix measurement scale is based upon Industry segment information. The highest rating is 1 and the lowest rating is 9. Any metrics falling below the threshold of a "9" will be rated a "10". Ratings of "10" are used for scoring only, and the lowest available risk rating is a "9". Using a third party credit information monitoring company, data will be extracted for each industry segment for all credit metrics. Benchmarks are set using the 75% median, 50% median, and 25% median. The 75% median will set the

benchmark as a risk rating of 2. The 50% and 25% median will set benchmarks of 5 and 8 respectively. The remaining risk ratings will be determined using a pro rata system with the 50% median established as a baseline. For example, the pro rata unit for risk ratings above the median will be determined by the difference between the 50% median and 75% median. The same rationale will be used to establish pro rata risk ratings beneath the 50% median, using the 50% median and 25% median. All Industry segments will use this methodology, except the Financial and/or Other segment. A minimum weighted average risk rating of “6” is required to obtain an unsecured credit line with FGU. The following table reflects an example of the results of the Credit Matrix system for the Industry Segment, Oil & Gas Integrated.

Industry Segment:		Oil & Gas Integrated				
			Quick Ratio	Current Ratio	Interest Coverage Ratio	Debt to Tangible Net Worth
		Weight	10%	45%	30%	15%
Pro Rata	1	1.82	2.65	44.66	0.02	
	2	1.56	2.33	34.6	0.13	
Pro Rata	3	1.3	2.01	24.48	0.24	
Pro Rata	4	1.03	1.7	14.38	0.34	
50%	5	0.77	1.38	4.3	0.45	
Pro Rata	6	0.64	1.2	1.9	0.58	
Pro Rata	7	0.51	1.01	-0.48	0.7	
25%	8	0.38	0.83	-2.9	0.83	
Pro Rata	9	0.25	0.65	-5.26	0.96	

Risk Rating		1	2	3	4	5	6
Large	>\$50B	\$3,937,500	\$3,587,500	\$3,237,500	\$2,887,500	\$2,537,500	\$2,187,500
Medium	>\$5.5B	\$2,531,250	\$2,306,250	\$2,081,250	\$1,856,250	\$1,631,250	\$1,406,250
Small	>\$10MM	\$1,125,000	\$1,025,000	\$925,000	\$825,000	\$725,000	\$625,000

The industry segment information used to determine the benchmarks in the Credit Matrix system, will be reviewed and adjusted as needed, at least annually.

Due to the atypical financial structure of the Financial and/or Other industry segment Counterparties, a separate industry segment exists to establish credit lines outside the purview of the standard credit matrix. This industry segment includes any Counterparty whose primary industry segment does not align with the other industry segments listed above. This credit matrix is based upon agency credit ratings. The risk rating scale runs from 1 – 10, and it includes only investment grade ratings. The following table reflects the credit agency investment grade ratings.

	Moody's	S&P	Fitch
1	Aaa	AAA	AAA
2	Aa1	AA+	AA+
3	Aa2	AA	AA
4	Aa3	AA-	AA-
5	A1	A+	A+
6	A2	A	A
7	A3	A-	A-
8	Baa1	BBB+	BBB+
9	Baa2	BBB	BBB
10	Baa3	BBB-	BBB-

The method used for establishing the minimum credit floor for the Financial and/or Other industry segment Counterparties will use a different scale from the other five industry segments and is detailed in the FGU credit operating procedures.

Credit History

FGU will consider Counterparties' historical data. The data can include volumes, dollar amounts, payment history, and share of FGU's overall sales and purchases. The methodology for utilizing Counterparty's history is detailed in the FGU credit operating procedures.

Market Intelligence and Re-evaluation

FGU will perform continuous monitoring of Counterparties through the evaluation of daily market intelligence and use of a third party credit monitoring company. Certain events or criteria may trigger an immediate re-evaluation of a Counterparty's credit status. A re-evaluation may lead to the adjustment of a credit limit. FGU shall perform a re-evaluation of each Counterparty at least annually.

Daily Credit Exposure Reporting

FGU will monitor daily trading activity against Counterparties' credit limits. FGU's trading personnel will be provided a daily credit exposure report which reflects each Counterparty's credit limits on a daily basis. The information to be included in the daily credit exposure report will be detailed in the FGU operating procedures.

Credit limits will be strictly enforced.

C. Member Specific Extension of Credit Lines

A Member may request an extension of an additional credit line for specific Counterparties of FGU through the submittal of a Member Directive. The Directive

must provide the amount of the additional credit line extension for each Counterparty and the term of such extension(s). This objective of FGU's credit policy allows a Member to have more flexibility while placing the risk associated with the increased credit exposure to such Member without affecting the other FGU Members. The Member authorizing the additional credit line will be solely responsible for the increase in the credit line exposure. Such Member specific extensions of Counterparty credit lines ("Member Specific Book") will be tracked separately from the FGU's credit lines and will be reported to the Member as requested in the Member's directive. Only Member direct transactions will be eligible for application of the additional credit lines established in the Member Specific Book.

Date Adopted: 8/9/1995

Effective Date: 8/9/1995

A-9 Interest Distribution

Interest earnings shall be tracked in such a manner as to fairly reflect each member's earnings. Interest earnings may be distributed to the members following final audit of the fiscal year for which the interest was earned. The Board of Directors may designate the use of some or all of such interest earnings to fund a portion of operating expenses or any other lawful purpose of FGU.

Date Adopted: 6/27/2014

Effective Date: 6/27/2014

A-10 Committees

Credit Committee

A Credit Committee shall be created consisting of the Chair, the Vice Chair, the General Manager and an at-large Member of the Board appointed by the Chair who shall serve at the pleasure of the Chair. The Credit Committee shall periodically review the credit enhancement requirements of each Member and Affiliate following an initial review that will establish the credit enhancement requirements of each Member and Affiliate.

The Credit Committee will make the determination of whether additional credit enhancement will be required initially of any participant in the All Requirements Project. If any participant in the All Requirements Project that was not required to provide additional credit enhancement fails to comply with any reporting requirements contained in the All Requirements Gas Services Agreement, the Credit Committee will make the determination of whether additional credit enhancement will be required at that time.

The Credit Committee will perform periodic credit reviews of all Members and Affiliates and make the determination of whether a Member or Affiliate shall be required to provide additional credit enhancement.

The quorum for a meeting of the Credit Committee shall be three Members and action may only be taken by the vote of a majority of the Members present at any meeting. The meeting shall be presided over by the Chair or the Vice Chair. Permanent written minutes of all meetings shall be maintained by or at the direction of the Chair. Other rules governing the conduct of the meetings of the Credit Committee shall be set by the Credit Committee and approved by the Executive Committee or the Board.

Action by the Credit Committee shall be subject to appeal by a Member or Affiliate to the Executive Committee for final determination.

Date Adopted: 6/13/2008

Effective Date: 6/13/2008

A-12 Distribution of Obligations/Assets Upon Termination

Upon meeting the requirements for termination of membership obligations a Member's equity shall be settled in the following manner.

A. Accumulated Net Revenue (Reserve Fund).

A Member's share of the Accumulated Net Revenues shall be determined in a manner which reflects the Member's contribution to the account. The amount eligible for return to the Member will be the Member's share as of the last audited fiscal year ending balance minus any approved uses of the reserve account in the current year.

B. Firm Gas Supplies:

For purposes of allocation of future obligations for firm gas supply contracts entered into for all Members (System Supply) prior to a Member's request for termination, a prorata allocation will be made among the Members based on monthly firm transportation entitlements (excluding entitlements for project and Member-specific firm obligations) times Member's most recent monthly load factor (adjusted for project and Member-specific firm obligations) for the months associated with the firm gas supply.

Any firm gas supply contract entered into at a Member's request, specifically for that Member, will be allocated and/or transferred or assigned (to the extent allowable) to that Member. If transfer or assignment is not possible, FGU would enter into a contractual agreement with the departing member for sale and delivery of firm gas.

C. Storage:

A Member's entitlement to volumes held in storage by FGU will be based on the initial allocation of cost and advance payment by the Member.

D. Non-Cash Assets:

A terminating Member shall not have rights to any non-cash assets except as stated in this policy.

- E. In the case of dissolution of FGU, distribution of the assets and obligations will be in accordance with a Plan of Dissolution approved by the Board of Directors.

Date Adopted: 8/14/1996

Effective Date: 8/14/1996

A-13 Investment Policy

This Investment Policy of Florida Gas Utility ("FGU") shall apply to funds under the control of FGU in excess of those required to meet the short term expenses of FGU. This Investment Policy shall not apply to pension funds, trust funds or funds related to the issuance of debt by FGU where there are other existing policies, indentures or resolutions in effect for such funds.

Investment Objectives

The investment objectives of FGU in investing funds pursuant to this Investment Policy are the following, listed in order of priority:

- a) preservation of the safety of the capital of FGU;
- b) liquidity of funds for the operation of FGU; and
- c) realization of investment income.

Performance Measurement

The following performance measures, in order of priority listed, shall be utilized in implementing this Investment Policy and evaluating compliance therewith. However, all performance measures will be reviewed in light of the circumstances that were in place at the time the investment was made.

- a) Preservation of Capital. Has FGU realized any actual loss of capital as a result of investment activities (including, for example, loss of principal due to default or terms of the investment or loss on liquidation due to market value fluctuations)?

- b) Exposure to Market Fluctuation Risk. Have the maturities or other rights of par liquidation of investments corresponded with cash flow requirements of FGU in order to avoid required liquidation of investments at a market price, resulting in exposure to risk of market price fluctuations?
- c) Investment of Idle Funds. Have available funds, not necessary to meet current cash flow needs, been invested at a positive return (i.e., has idle cash been minimized taking into account current cash flow needs)?

Prudence and Ethical Standards

Any investments made under this Investment Policy shall only be made by authorized persons with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the Investment Objectives stated in Paragraph II above.

Authorized Investments

1. The following investments are authorized investments for purposes of this Investment Policy:
 - (a) The Local Government Surplus Funds Trust Fund;
 - (b) Negotiable direct obligations of, or obligations the principal and interest of which are guaranteed by, the United States Government at the then prevailing market price for such securities.

- (c) Interest bearing time deposits or savings accounts in banks organized under the laws of the State of Florida, in national banks organized under the laws of the United States and doing business and situated in the State of Florida, in savings and loan associations which are under supervision of the State of Florida, or in federal savings and loan associations located in the State of Florida organized under federal law and under federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;
- (d) Obligations of the Federal Farm Credit Banks, Federal Home Loan Mortgage Corporation, or Federal Home Loan Bank or its district banks, including Federal Home Loan Mortgage Corporation participation certificates, or obligations guaranteed by the Government National Mortgage Association;
- (e) Obligations of the Federal National Mortgage Association, including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Government National Mortgage Association;
- (f) Securities of, or other interests in, any open-end or close-end management type investment company or investment trust registered under the Investment Company Act of 1940, as amended, provided the portfolio of such investment company or investment trust is limited to obligations of the

United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian; or

- (g) Investments otherwise authorized pursuant to Section 166.261 or Section 218.415, Florida Statutes, as amended from time to time.

2. Derivative products are hereby authorized, provided, however, that a contract related to a derivative product shall only be entered into if the Chief Financial Officer of FGU, with guidance from FGU's financial advisor and with the approval of the Executive Committee, determines that the Chief Financial Officer has sufficient understanding of such derivative product and has the expertise to manage such derivative product. The term "Derivative Product" shall include any financial instrument, the value of which depends on, or is derived from, the value of one or more underlying assets or index or asset values. Repurchase Agreements and reverse repurchase agreements may only be entered into if the Chief Financial Officer of FGU determines that the proceeds thereof are intended primarily to provide liquidity and that FGU has sufficient resources and expertise to manage such agreements.

Maturity and Liquidity Requirements

The investment portfolio of FGU must be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To the extent possible, investment maturities should be matched at all times with known cash needs and anticipated cash flow requirements.

Portfolio Composition, Risk and Diversification

Investments made under this Investment Policy shall be based on the maturity date of the investment outlined accordingly.

Maturity

- (1) Less than 90 days, any securities as permitted in the Investment Policy, i.e., Authorized Investments.
- (2) 90 to 179 days, Authorized Investments and at least 25% in Direct or Agency Obligations of the United States.
- (3) 180 to 360 days, Authorized Investments and at least 50% in Direct or Agency Obligations of the United States.
- (4) 1 to 5 years, Authorized investments and at least 75% in Direct or Agency Obligations of the United States.
- (5) 5 years or more, 50% in Direct Obligations of the United States and 50% in Agency Obligations of the United States.

Authorized Investment Institutions and Dealers

The selection of broker/dealers will be accomplished through an objective rating system which rates dealers, brokers and banks on both product and performance measures. The selection of firms by FGU is governed by the guidelines established by the Chief Financial Officer. Evaluation criteria will include, but not be limited to:

- (1) the institutional and broker qualifications as they relate to both general and specific product knowledge;
- (2) the technical support capabilities as well as the operational efficiency of the organization;
- (3) the ability to provide value added services;
- (4) pricing competitiveness based on the ability of the dealer to support both the "bid" and "ask" side of various securities market instruments; and
- (5) the financial strength and security of the company.

Before engaging in investment transactions with a broker/dealer, the Chief Financial Officer will have received from said firm a signed certification from an officer of the firm attesting that the individuals responsible for FGU's account have reviewed FGU's Investment Policy and that they agree to engage in transactions consistent with the Policy.

Third-Party Custodial Agreements

All securities purchased by, and all collateral obtained by, FGU shall, to the extent practicable, be held by a third party custodian and shall be properly designated as an asset of FGU. Securities shall not be withdrawn, in whole or in part, except by such FGU employee(s) as may be designated by the General Manager. All transactions between a broker/dealer and any third party custodian of securities of FGU involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, or other method, in each case so as to ensure that the third party custodian will have the security, or money, as applicable, in hand at the conclusion of the transaction.

Bid Requirement

Securities should, when feasible, as determined at the discretion of the Chief Financial Officer of FGU, be competitively bid.

Internal Control

The Chief Financial Officer will establish a system of internal controls which will be documented in writing. The controls will be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions of employees and officers of FGU. Internal controls will be reviewed by independent auditors as part of any financial audit periodically required of FGU.

Reporting

The Chief Financial Officer of FGU shall prepare periodic reports for submission to the Board of Directors with information sufficient to provide a comprehensive review of investment activity and performance. This information will include, but not be limited to, securities in the portfolio by class or type, book value, interest income earned, and market value as of the report date.

Date Adopted: 8/9/1995

Effective Date: 8/9/1995

A-15 Personal Trading

An employee whose job responsibilities include trading (buying or selling) natural gas, whether on a full time basis or as back up, shall be limited in his/her ability to trade for his/her own personal account. Such trading shall be governed by the following provisions and shall be conducted in accordance with procedure as approved by the Executive Committee [Reference Procedure A-15].

1. Trading activity shall in no way interfere or adversely affect employee's responsibilities as trader for FGU.
2. Trading in any natural gas commodities for employee's personal account is strictly prohibited.
3. Trading with any of the concerns with which FGU has a business relationship is strictly prohibited.
4. If, in the opinion of the Compliance Officer, the policies and/or procedures are not strictly complied with, employee may be asked to immediately close the personal account and appropriate disciplinary action may be taken.
5. The Compliance Officer shall be deemed to be the Chief Financial Officer.

Date Adopted: 8/9/1995
Effective Date: 8/9/1995

B – GAS ACCOUNTING

B-1 Basis of Accounting

FGU shall maintain its accounts on the accrual basis in accordance with accounting principles generally accepted in the United States of America.

Date Adopted: 12/01/2006

Effective Date: 10/01/2006

C – GAS PURCHASING/SUPPLY

C-1 Gas Supply Acquisition

Upon specific directive from a Member, Affiliate, or Full Service-Customer, the General Manager shall acquire natural gas supplies to meet the term, volume and pricing requirements of the Member, Affiliate or Full-Service Customer, the costs of which shall be allocated directly to the requesting Member, Affiliate or Full-Service Customer. [Reference Procedure No. C-1 B]

Absent specific direction by Members, Affiliates or Full-Service Customers the General Manager shall maintain a supply portfolio that shall provide for least cost and reliable supplies in the near term and long term consistent with the requirements of the Members, Affiliates and Full-Service Customers of FGU (System Supply) and taking into account as much as is practical the varied goals and objectives of the Members, Affiliates and Full-Service Customers. The portfolios will be maintained through a variety of acquisition and contract options based on market conditions. Pursuant to this Policy, the All Requirements Gas Services Agreement and the Gas Services Agreement, the General Manager is authorized to determine the sources of gas supply in order to provide for the requirements of the Members, Affiliates and Full-Service Customers. The General Manager may acquire the gas supply by entering into Gas Purchase Contracts, acquisition of project gas supply or acquisition of firm or long-term gas supply for Members as, in the judgment of the General Manager, are necessary to provide for the requirements of the Members, Affiliates and Full-Service Customers. [Reference Procedure Nos. C-1 A, C-1 C & C-1 D]

The General Manager shall maintain a list of employees authorized to transact under the supply and transportation agreements (Authorized Traders). The General Manager may authorize one or more employees to execute electronic contracts upon written approval of the General Manager in accordance with procedures approved by the Executive Committee. [Reference Procedure No. C-1 E]

Date Adopted: 7/14/2004
Effective Date: 7/14/2004

C-2 Allocation of Supply/Curtailments

Florida Gas Utility shall make every attempt to secure gas supplies to meet the requirements of all Members, Affiliates and full service customers. There will be no distinction among Members, Affiliates and full service customers with respect to supply and capacity allocation.

Supply and/or capacity shortages shall be allocated in accordance with Procedures approved by the Executive Committee. [Reference Procedure No. C-2]

C-3 Non-Member Specific Transactions

FGU may, within certain parameters approved by the Executive Committee, enter into transactions that are non-member specific in order to take advantage of market opportunities. These transactions may include, but are not limited to, the purchase and sale of receipt gas, the purchase and sale of delivered gas, and bundled sales using Non Full Service Members capacity. Any gains or losses associated with these transactions shall be allocated in accordance with Procedures approved by the Executive Committee.

All transactions will be limited to opportunities whereby the purchase and sale can be done as simultaneously as is feasible to mitigate as much price risk as possible for FGU Members. Transactions involving the non-simultaneous purchase and sale of gas for profit, considered speculative transactions, by FGU staff are not authorized. Further, transactions involving the non-simultaneous purchase of capacity from a Non Full Service FGU Member and the associated sale of capacity and gas supply, considered speculative transactions, for profit by FGU staff are not authorized. Transactions shall conform to parameters and Procedures approved by the Executive Committee. [Reference Procedure No. C-3]

Date Adopted: 10/26/2007

Effective Date: 10/26/2007

C-4 Allocation of Excess Revenues or Losses Associated with Non-Member Specific Related Transactions

FGU may from time to time realize non-budgeted revenues or losses as a result of undertaking certain supply area or delivered market area supply transactions, including but not limited to gas supply price risk associated with commodity pricing or excess revenues and losses realized from supplier imbalances. Transactions shall be allocated in accordance with Procedures approved by the Executive Committee. [Reference Procedure No. C-4]

C-5 FGU Trading Policy and Code of Conduct for Trading Platforms

FGU employees' transacting gas supply will do so with good judgment and integrity, and will comply with general industry ethical standards and trading practices. Employees will comply with specific contractual obligations resulting from any executed agreements associated with systems, electronic or otherwise, relating to the transaction of natural gas.

Date Adopted: 10/26/2007

Effective Date: 10/26/2007

D – PRICING POLICY

D-1 Gas Supply

A. Members and Affiliates: Gas Supply costs shall be allocated among Members and Affiliates in such a way to recover the costs incurred by FGU for the benefit of Members and Affiliates in accordance with Procedures approved by the Executive Committee. [Reference Procedure No. D-1]

B. Full-Service Customers: Cost of gas charged to Full-Service Customers will be pursuant to their respective contract terms.

C. Other Customers: The cost for gas supplied to other customers will be established by a confirmation record pursuant to the contract for sale to such customer.

D. Projects: Costs for Project gas shall be allocated in accordance with Procedures approved by the Executive Committee.

E. System Supply Carve Out: Upon request from a Member, Affiliate or Full Service Customer, FGU will carve out a portion of Monthly System Supply (purchased as base-load for a month with a fixed cost) that can be locked in at a specific price, the costs of which will be allocated directly to the requesting Member, Affiliate or Full Service Customer. The price of such carved out supply will not vary with the daily System Supply cost.

Date Adopted: 06/10/2016

Effective Date: 06/10/2016

D-2 Transportation

A. Firm Transportation Entitlements

Reservation charges plus surcharges for firm transportation entitlements shall be allocated based on Member/Affiliate's transportation entitlements in accordance with the firm transportation contracts. Member or Affiliate shall be obligated for 100% of its transportation entitlements in accordance with the firm transportation contracts whether Member or Affiliate has fully utilized all of the entitlements. Costs will be allocated in accordance with Procedures approved by the Executive Committee. [Reference Procedure D-2 A]

B. Capacity Reallocation

Excess capacity entitlements held by Members and Affiliates shall be reallocated to other Members and Affiliates only upon the express written consent of the holder of the excess capacity and the Member or Affiliate desiring to obtain the capacity. The party accepting the capacity shall assume responsibility for the demand charges in accordance with procedures. [Reference Procedure No. D-2 B]

Excess transportation capacity available through the alternate delivery point pool (ADP) of a pipeline will be allocated among the Members and Affiliates who hold entitlements on a pipeline on a prorata basis to the extent allowed by operational constraints on the pipeline. The benefits of such reallocation of ADP capacity shall be allocated to the Members and Affiliates with excess capacity in proportion to their contribution of excess capacity to each pool. Reallocation of the costs of such capacity shall be in accordance with Procedures approved by the Executive Committee.

Excess transportation capacity available from full service customers, if any, shall be administered in accordance with the contract provisions agreed to by FGU and full service customers.

Transportation capacity requirements for full service customers, if any, may be obtained by FGU from Members or Affiliates through a pre-arranged deal, from the ADP pool or from third-party providers. The price of the transportation capacity acquired for full service customers by FGU shall be utilized as the transportation cost for purposes of determining the profit margin realized from full service customers. When the capacity is acquired from Members or Affiliates, the benefits of such acquisition shall be allocated to

the Members and Affiliates in proportion to their contribution of excess capacity.

C. Receipt Point Allocations

Transportation receipt point capacity entitlements will be allocated and managed in such a way as, to the extent possible, to preserve the value inherent in certain receipt point capacity for each Member, Affiliate or full service customer in accordance with Procedures approved by the Executive Committee. [Reference Procedure No. D-2 C]

D. Usage Charges

Usage charges plus applicable surcharges for transportation shall be allocated according to scheduled volumes unless such charges are incurred to create value for Members other than just the Member to which the supply is scheduled. In that case, the usage charges will be allocated to the transaction that created the value and netted against the recovery. [Reference Procedure No. D-2 D]

E. Book-out/Cash-out Allocations

Members, Affiliates and Full Service Customers whose imbalances are handled through FGU will be allocated a charge/credit that will equal the charge/credit that a pipeline would have billed/credited them in the cash-out process if they were a stand-alone shipper plus a share of charge/credit that FGU paid/received in the book-out and cash-out processes in accordance with Procedures approved by the Executive Committee.. [Reference Procedure No. D-2 E]

F. Operational Order Penalties

Penalties incurred as a result of non-compliance with pipeline operational orders will be allocated on a pro-rata basis to all Members and Affiliates that contribute to the penalty assessed against the aggregated delivery point operator contract, whether or not an individual Member or Affiliate is within specified tolerances in accordance with Procedures approved by the Executive Committee. [Reference Procedure No. D-2 F]

G. Delivery Point Operator Services

FGU shall provide Delivery Point Operator (“DPO”) services for transport-only customers of Members. The level of services to be provided by FGU will be determined by Member’s or Affiliate’s requirements and contractual arrangements with its transport-only customers. [Reference Procedure No. D-2 G]

FGU may assess a DPO charge for each transport-only customer. The rate will be as established in FGU’s Annual Budget. Such charge will be included in the Monthly Costs charged to Member.

E - DERIVATIVES POLICY

E-1 Derivatives Overview

Derivative Products shall be purchased or otherwise acquired for the purpose of commodity or interest rate risk management. **FGU shall not undertake any Derivative Product for purposes of Speculation.**

Capitalized terms used in this Derivatives Policy shall have the meaning given to such terms elsewhere in FGU's Policy Manual, including without limitation Paragraph E-8 below, or in the Bylaws of FGU, each as amended, supplemented or modified from time to time.

E-2 Member or Affiliate Directive

The General Manager may purchase or otherwise acquire, modify or terminate one or more Derivative Products upon written Directive of a Member or Affiliate or its Member/Affiliate Representative, and the liabilities, costs, and expenses of any such action related to Derivative Products shall be allocated to the requesting Member or Affiliate and recovered through monthly costs or another recovery method agreed to by such Member or Affiliate, except as provided for herein.

For the avoidance of doubt, the General Manager of FGU shall not be authorized to undertake Derivative Products on a system-wide basis for all Members and Affiliates without the approval of each Member or Affiliate or its Member/Affiliate Representative by a Directive. The General Manager of FGU shall not be authorized to undertake Derivative Products for any Member or Affiliate or group of Members and/or Affiliates without a Directive from each such Member or Affiliate or Member/Affiliate Representative. The General Manager has the authority to undertake Derivative Products for any Member or Affiliate or group of Members or Affiliates pursuant to a Directive from each such Member or Affiliate or Member/Affiliate Representative.

The General Manager may purchase or otherwise acquire, modify or terminate one or more Derivative Products without a written Directive of a Member or Affiliate when the following circumstances occur:

1. The Derivative Products meet the following criteria:
 - a. Transactions are short term (one year or less)
 - b. Transactions do not create risk
 - c. Transactions are only used when necessary to eliminate risk
 - d. Do not create fixed price purchases unless tied directly to a fixed price sale
 - e. Transactions are used to ensure the best value for Members.

The General Manager shall provide the Executive Committee, at every Executive Committee meeting, a detailed report of all transactions performed without a Directive from a Member or Affiliate.

E-3 Full-Service Customer or Participant Directive

The General Manager may purchase or otherwise acquire, modify or terminate one or more Derivative Products upon (i) written Directive of a Full-Service Customer or a Participant or its authorized representative and (ii) contractual terms and provisions satisfactory in form and substance to FGU, and the liabilities, costs, and expenses of any such action related to Derivative Products shall be allocated to the requesting Full-Service Customer or Participant and recovered through monthly costs or another recovery method agreed to by such Full-Service Customer or Participant.

For the avoidance of doubt, the General Manager of FGU shall not be authorized to undertake Derivative Products for any Full-Service Customer or Participant without a Directive from such Full-Service Customer or Participant or its authorized representative.

E-4 Payment and Margin Requirements

As determined by FGU, in order to meet the prompt payment, margin or collateralization requirements of certain Derivative Products, the General Manager may, from time to time, require satisfactory surety, collateral or cash deposit from a Derivative Party. Such surety, collateral or cash deposit may be in addition to, and not in lieu of, the monthly costs or other recovery method agreed to by such Derivative Party.

E-5 Counterparty Credit Requirements

Without the written approval of the Member or Affiliate (or its Member/Affiliate Representative) or the Full-Service Customer or Participant (or its authorized representative) who would be obligated on the Derivative Product, the General Manager is authorized to enter into a Derivative Product only with a counterparty that meets the following minimum criteria at the time such Derivative Product is entered into.

In order to be an approved counterparty concerning a commodity related Derivative Product, the counterparty (or an unconditional guarantor or credit enhancer of such counterparty) must then have a (i) long-term, unsecured, unsubordinated debt rating, (ii) counterparty rating, or (iii) financial strength rating, as the case may be, from either Moody's Investors Service, Inc. (together with any successor, "Moody's") or Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. (together with any successor, "S&P") of at least "A3" (or its equivalent successor rating) by Moody's or "A-" (or its equivalent successor rating) by S&P.

In order to be an approved counterparty concerning an interest rate related Derivative

Product, the counterparty (or an unconditional guarantor or credit enhancer of such counterparty) must then have a (i) long-term, unsecured, unsubordinated debt rating, (ii) counterparty rating, or (iii) financial strength rating, as the case may be, from either Moody's or S&P of at least "Aa3" (or its equivalent successor rating) by Moody's or "AA-" (or its equivalent successor rating) by S&P.

For the avoidance of doubt, any Derivative Product executed and cleared on an exchange that is regulated by a U.S. commodities or securities regulatory body or self-regulatory organization shall constitute a creditworthy counterparty for purposes hereof.

E-6 Reservation of Rights

FGU does not have to enter into a Derivative Product, notwithstanding a request or Directive, if FGU determines that entering into such Derivative Product is not appropriate or is unacceptable to FGU in its sole discretion. However, any determination of FGU to carry out a request or Directive, with respect to a Derivative Product, shall not be considered an endorsement or recommendation of FGU with respect to such Derivative Product.

In addition, in connection with a new Derivative Product, consideration shall be given to (i) the effect, if any, of the counterparty's credit rating, or the proposed Derivative Product, upon the credit rating ascribed to any debt issued (A) by FGU or (B) in connection with any FGU sponsored project (e.g. GSAP No. 1) (in either case (A) or (B), "Relevant Debt"), (ii) the effect, if any, of the proposed Derivative Product on the tax-exempt status, if any, of the Relevant Debt, and (iii) the ability of FGU to manage and administer the operational, tax and accounting requirements of such Derivative Product, including without limitation the computation and determination of the monthly costs or other recovery method agreed to with the relevant Derivative Party.

E-7 Risk Monitoring Assistance

FGU, at the written request of a Derivative Party, will provide reasonable assistance to such Derivative Party, in order to facilitate such Derivative Party's own independent assessment of Derivative Products Risk; provided that (i) FGU shall not have to provide such assistance unless adequate provision shall have been made to adequately compensate FGU for its time, costs and expenses in providing such assistance and (ii) any such assistance from FGU shall not constitute any endorsement or recommendation of any Derivative Product by FGU.

E-8 Definitions

"Commodity" shall include, for purposes of this Derivatives Policy, natural gas of any kind (in place or delivered), and any fuel (in place or delivered) used to produce energy, and any precursor or by-product of such natural gas or fuel.

“Derivative Instrument” shall mean an agreement, instrument or document entered into with respect to one or more Derivative Products by and between the parties thereto, which may include, without limitation, FGU, one or more Members and/or Affiliates and/or Full-Service Customers, and one or more counterparties or third parties (including, without limitation, any credit enhancement provider(s) of a counterparty).

“Derivative Party” shall mean a Member, Affiliate, Full-Service Customer or Participant that has provided FGU with a Directive concerning a Derivative Product.

“Derivative Products” shall mean one or more of the following (including combinations thereof), without limitation:

- (a) Swaps and swap options or swaptions, pursuant to which (i) the price of a commodity is converted from a fixed price to a floating price, a floating price to a fixed price, or from one floating price to another or (ii) the interest rate on debt may be synthetically converted from a floating rate to a fixed rate, or a fixed rate to a floating rate or from one floating rate to another;
- (b) Options and forwards, pursuant to which a commodity can be purchased or sold for future delivery on an optional or committed basis and on a physical or cash-settled basis;
- (c) Caps, floors and collars, pursuant to which the price of a commodity can be limited to a maximum price, a minimum price, or a range between a maximum and a minimum price and the interest rate on debt may be limited to a maximum rate, a minimum rate on a range between a maximum and minimum rate;
- (d) Futures contracts and options on futures contracts, pursuant to which a commodity can be purchased or sold for future delivery on a committed or optional basis, and on a physical or cash-settled basis, through exchange traded and regulated transactions;
- (e) Other hedging transactions, pursuant to which the price or price fluctuations of a commodity, interest rates, or to the creditworthiness of a gas supplier or counterparty, can be controlled, managed or mitigated, either in whole or in part, so as to reduce or control risk; and
- (f) Combinations, including any combination of the foregoing.

“Derivative Products Risk” shall mean any and all types of risk arising from the execution, maintenance, termination of a Derivative Product or the implementation of any related program or strategy, including without limitation each of the following.

- (a) Credit risk, including the risk that adverse financial changes occur with respect to a counterparty, an exchange, or a clearinghouse (including bankruptcy) that would tend to reduce or negate the benefit of a Derivative Product or prevent timely performance of a counterparty’s obligations with respect to such Derivative Product.
- (b) Pricing risk, including the risk of not obtaining the best or most favorable price available for a Derivative Product due to market conditions, lack of pricing liquidity or transparency, or macroeconomic events.

- (c) Basis risk, including the risk that a Derivative Product is not a complete or effective hedge with respect to the price of a commodity or an interest rate.
- (d) Termination risk, including the risk that a Derivative Product must or should be liquidated or terminated early in light of the terms of the Derivative Product, which, in turn, may result in a significant payment by, or loss to, a party due to then current market conditions, even though the party's actions did not cause or trigger the termination. Termination can occur because of a number of factors, including
 - (i) a failure of a party to perform its obligations (whether related to payment, delivery, providing collateral or margin, or otherwise) under the terms of a Derivative Product, (ii) the misrepresentation of a party to a Derivative Product, (iii) a cross default to some other agreement to which the Derivative Product refers, (iv) the bankruptcy, or decline in the creditworthiness, of a party to a Derivative Product or its credit enhancement provider, (v) the determination that a Derivative Product is illegal or unenforceable whether due to a change in law or regulation or otherwise, and (vi) other factors. Following a termination, a party can be unhedged unless it makes appropriate adjustments to the transaction or commodity being hedged or establishes a new hedge through a new Derivative Product.
- (e) Operating risk, including the risk that a Derivative Product may increase costs or present new or unusual accounting, tax or operating difficulties that require adaptation of existing systems, processes and policies.
- (f) Legal risk, including the risk that a Derivative Product is unenforceable (whether due to a change in law or regulation or otherwise) or is not adequately documented to reflect the parties' agreement.

“Directive” shall mean (i) with respect to a Member or Affiliate, an instrument, in writing, executed and delivered by such Member or Affiliate or its Member/Affiliate Representative that delegates authority and gives directions to FGU, or otherwise authorizes actions by FGU, acceptable to FGU in form and substance, upon which FGU may rely as being duly authorized, executed and delivered by such Member or Affiliate and (ii) with respect to a Full-Service Customer or Participant, an instrument, in writing, executed and delivered by such Full-Service Customer or Participant or its duly authorized officer, employee or agent, that delegates authority and gives directions to FGU, or otherwise authorizes actions by FGU, acceptable to FGU in form and substance, upon which FGU may rely as being duly authorized, executed and delivered by such Full-Service Customer or Participant.

“Participant” shall mean a party that is participating in an FGU sponsored project (e.g., GSAP No. 1) that is not a Member, Affiliate or Full-Service Customer.

“Speculation” shall mean a gamble or undertaking of risk, without any good faith intention to manage, moderate, control or mitigate separate commodity or interest rate exposure, and motivated purely by profit expectations.

E-9 Authorized Trader

The General Manager may from time to time authorize one or more employees to purchase or otherwise acquire derivative products in accordance with Procedures approved by the Executive Committee.

Date Adopted: 07/14/2004

Effective Date: 07/14/2004

F - RESERVE OBLIGATION POLICY

F-1 Reserve Obligation Overview

FGU's Board may determine from time to time that reserve funds in addition to those set forth below are necessary for payment of costs and expenses incurred in the delivery of services provided pursuant to the Gas Services Agreement and the All Requirements Gas Services Agreement. Upon the establishment of such reserve fund, the Board will determine the allowed use of such reserve fund and adopt the fund's policies and the Executive Committee will establish the funding methodology and procedures with respect to the management of the fund and the allocation among Members.

The following reserve funds have been established by the Board.

F-2 Accumulated Net Revenues

FGU shall retain Accumulated Net Revenues ("ANR") in an amount to be determined by the Board of Directors each year during the Budget approval process. The ANR shall be used to fund working capital as needed and for other lawful purposes as may be approved by the Executive Committee or the Board of Directors. Distribution of Accumulated Net Revenues not retained shall be in a manner to be determined by the Board of Directors during the Annual Budget approval process or thereafter, by Budget amendment by the Executive Committee.

F-3 Designated Funds

Funds designated for special purposes may be created and policies established upon approval by the Board of Directors. Upon establishment of each such fund, the Executive Committee shall adopt a specific methodology for funding as well as specific procedures with respect to the use and management of each such fund.

Project Development Fund

Use of Fund

Funds in the Project Development Fund may be used for the preliminary investigation, and evaluation of potential projects as approved by the General Manager. The Executive Committee may establish a project by adoption of a project budget that shall define the scope, participants and funding methodology of the project.

Fund Level

The maximum level of funds to be retained in the Project Development Fund shall be determined by the Board during the Annual Budget approval process or thereafter, by Budget amendment by the Executive Committee.

Funding Methodology

The Project Development Fund shall be funded by means of a surcharge or other methodology as may be adopted by the Board from time to time.

Replenishment of Fund

Any usage of the Project Development Funds shall be replaced in one or a combination of the following ways:

1. Project participants shall replace the funds through an additional surcharge assessed against project participants.
2. If funds are acquired through financing, sufficient funds shall be included to replace those withdrawn from the Project Development Fund.
3. If a project fails to be developed, a surcharge shall be reinstituted against all Members sufficient to fund the Project Development Fund at the desired level.
4. Other methodology adopted by the Board of Directors.

F-4 Member/Affiliate Deposit Fund

FGU has established the Member/Affiliate Deposit Fund as a separate reserve to handle the required cash deposits of Members and Affiliates pursuant to the Credit Policy. Each Member's or Affiliate's deposit will be accounted for separately from all other Member or Affiliate deposits and interest income will accrue to the benefit of each Member or Affiliate.

Use of Fund

The General Manager is authorized to use the full amount of deposit on hand for each Member or Affiliate in order to meet FGU's payment obligations for non-GSAP supply related costs incurred for the benefit of such Member or Affiliate upon payment default of Member or Affiliate or Customer that acquired such Member/Affiliate's excess capacity.

Replenishment of Fund

If the Member/Affiliate's deposit funds are used to remedy a payment default, Member or Affiliate has 30 days to replenish the funds.

Upon qualifying for termination of membership or affiliation in FGU, Member or Affiliate will be reimbursed any funds remaining on deposit, including interest income.

G - DEBT OBLIGATION POLICY

G-1 Overview

This policy shall apply to debt service (including principal, interest and premiums) and all related charges on any line of credit, letter of credit, working capital or other shorter-term loans (“Debt Obligation Products”) incurred by FGU in the provision of services under the All Requirements Gas Services Agreement and the Gas Services Agreement to FGU’s members. This policy will not be applied to Special Projects initiated by FGU pursuant to Article VII of the Bylaws.

The General Manager and Chief Financial Officer are each, jointly or individually authorized to fully utilize any portion of a Debt Obligation Product that has been approved by the Board to meet the working capital requirements of FGU arising from payment defaults by Members, from margin call requirements or otherwise in the normal operations of FGU.

G-2 Allocation of Facility Fee on Unused Principal

Any fee on the unused principal of any Debt Obligation Product (“Unused Facility Fee”) and related costs and expenses that is intended, in whole or in part, to meet the All Requirements Project’s (“ARP”) Credit Enhancement Requirement pursuant to the Credit Policy A-8 will be allocated based upon the pro-rata share of each ARP member’s Credit Enhancement Requirement established at least annually pursuant to the Credit Policy A-8.

Any Unused Facility Fee and related costs and expenses on the remainder of any unused principal amount of the Debt Obligation Products that is not assigned to the ARP Members’ Credit Enhancement Requirement will be allocated based on the pro-rata share of ADP transactions pursuant to the Capacity Reallocation Policy D-2B and any Non-Member Specific Transactions pursuant to Policy C-3.

G-3 Allocation of Repayment of Principal, Interest and Premiums

The pro-rata allocation of any repayment of principal and payment of interest and costs associated with the authorized use of any Debt Obligation Product will be determined by the General Manager. If the General Manager considers these costs to be material, such allocation shall be determined by the Executive Committee. Any Member or Affiliate may appeal the General Manager’s allocation methodology to the Executive Committee for final

determination.

Date Adopted: 6/14/2013

Effective Date: 10/1/2013

H. Bonus Pay Policy

H-1 Overview

If the Board of Directors approves Bonus Pay compensation for eligible staff during its annual budget approval process, the funding source for such Bonus Pay will be from the savings generated by achieving better than the Benchmarks. Procedures for implementation of the Bonus Pay policy and the Benchmarks shall be established and approved periodically by the Executive Committee and incorporated in FGU's Operating Procedures. [Reference Procedure No. H-1]



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:	04/11/2022
SUBJECT:	Emergency Sanitary Sewer Repair

BACKGROUND

A 6" sanitary sewer line to the Adventure Landing property was damaged when a contractor was performing directional boring work for Beaches Energy Services (BES). It was determined that the maps on file did not match what was installed in the field. Original plans called for a manhole to be installed at the collection point near where the damage occurred. However, this was not installed when the sewer line was originally placed into service. In addition to the emergency repair to the damaged pipe, necessary improvements were made to install the manhole at the property line as was originally designed.

The PW Department solicited quotes for this repair from five vendors. The quotes returned with a high quote of \$117,950 and a low quote of \$37,664. PW engaged G&H Underground to begin ordering the manhole and scheduling the repairs, as Adventure Landing is experiencing operational issues with this damaged line. Attached is the quote from G&H Underground, as well as the summary of cost proposals from all vendors solicited.

FINANCIAL IMPACT

This expense will be paid from the Water/Sewer Fund budget for operating repairs account 420-07-0707-536-46-546011. The improvement work is anticipated to be eligible for ARPA funding.

REQUESTED ACTION

Approve/Disapprove the Emergency Sanitary Sewer Repair to be Completed by G&H Underground for an amount not to exceed \$37,664

ATTACHMENTS

1. G&H Underground Quote 4.12.22
2. Summary of Cost Proposals-Adventure Landing Emergency Sewer Repair & MH

G&H Underground Construction, Inc.

2315 Dobbs Rd

St. Augustine, Florida 32084

Office: (904) 829-8199

April 7, 2022

Dennis Dupries
City of Jacksonville Beach
Project: Adventure Landing Sewer
Service Repair & MH Installation

Thank you for the opportunity to provide you with an estimate for the Sewer Service Repair and Manhole Installation at Adventure Landing on Beach Blvd. This estimate includes Labor, Equipment, and Materials. Please see the attached spreadsheet for the description and cost of repair.

TOTAL \$37,664.00

Thank you,
Wade Gibby

JACKSONVILLE BEACH-ADVENTURE LANDING SEWER SERVICE REPAIR & MH INSTALLATION
BEACH BLVD. (STA. 1724+14, 80' RT.) +/- 128 LF EAST OF CL OF 20TH ST. N.
COST PROPOSAL FORM

<u>Item</u>	<u>Brief Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
1	Furnish & Install 6" PVC (SDR 35) GS Pipe (8'-10' Depth)	LF	13	\$157.00	\$2,041.00
2	F & I 6" PVC Fernco Strong Back 5000 RC Series Coupling	EA	2	\$200.00	\$400.00
3	F & I 4' Dia.Type "A" M/H w/Spectraschield, Ring & Cover (8-9 Ft Depth)	LS	1	\$14,000.00	\$14,000.00
4	Provide Maintenance of Traffic Control (Barrels, Cones & Signage)	LS	1	\$700.00	\$700.00
5	Provide Groundwater Dewatering System	LS	1	\$3,000.00	\$3,000.00
6	Provide Pumping & By-passing of Raw Sewage	LS	1	\$5,000.00	\$5,000.00
7	Remove & Dispose of the Existing 6"Sewer Pipe	LF	13	\$25.00	\$325.00
8	Remove & Restore Exist Miniature Golf Course Hole & Concrete Sidewalk	LS	1	\$1,075.00	\$1,075.00
9	Remove & Restore Existing Chain Link Fence	LS	1	\$885.00	\$885.00
10	Remove & Restore Existing Bus Stop Aluminum Hand Rail	LS	1	\$500.00	\$500.00
11	Provide Density & Proctor Testing & Reports from Independent Lab	LS	1	\$750.00	\$750.00
12	Provide Siltation & Erosion Control	LS	1	\$685.00	\$685.00
13	R & R Unsuitable Soil with A-3 Sand (Compacted in Place)	CY	20	\$40.00	\$800.00
14	Provide Sheet piling and/or Shoring of the Open Trench	LS	1	\$6,388.00	\$6,388.00
15	Remove & Dispose of the Existing Sewer Pipe	LF	13	\$25.00	\$325.00
16	Sod Replacement (Bermuda)	SF	1,000	\$0.79	\$790.00
	<u>TOTAL (Item No's 1-16)</u>				\$37,664.00
	<u>Prepared By: Wade Gibby</u>				
	<u>Company Name:G&H Underground Construction, Inc</u>				
	<u>Date:4/7/2022</u>				

JACKSONVILLE BEACH - ADVENTURE LANDING SEWER SERVICE REPAIR & MH INSTALLATION
BEACH BLVD. (STA. 1724+14, 80 FT. RT.) +/- 128 LF EAST OF CL OF 20TH ST. NORTH
SUMMARY OF VARIOUS COST PROPOSALS FROM LOCAL UTILITY CONTRACTORS

Item	Brief Description	Unit	Quantity	G & H Underground		Jax Utilities Mgt.		Caps Land Mgt.& Mat'ls		United Bros Dev'l Corp.		MAER Construction	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Furnish & Install 6" PVC (SDR 35) GS Pipe (8'-10' Depth)	LF	13	\$157.00	\$2,041.00	\$160.00	\$2,080.00	\$186.00	\$2,418.00	\$500.00	\$6,500.00	\$350.00	\$4,550.00
2	F & I 6" PVC Fernco Strong Back 5000 RC Series Coupling	EA	2	\$200.00	\$400.00	\$225.00	\$450.00	\$232.00	\$464.00	\$2,750.00	\$5,500.00	\$3,200.00	\$6,400.00
3	F & I 4' Dia.Type "A" M/H w/Spectraschield, Ring & Cover (8-9 Ft Depth)	LS	1	\$14,000.00	\$14,000.00	\$13,250.00	\$13,250.00	\$13,150.00	\$13,150.00	\$52,500.00	\$52,500.00	\$29,550.00	\$29,550.00
4	Provide Maintenance of Traffic Control (Barrels, Cones & Signage)	LS	1	\$700.00	\$700.00	\$715.00	\$715.00	\$768.00	\$768.00	\$1,500.00	\$1,500.00	\$8,500.00	\$8,500.00
5	Provide Groundwater Dewatering System	LS	1	\$3,000.00	\$3,000.00	\$3,550.00	\$3,550.00	\$4,250.00	\$4,250.00	\$7,500.00	\$7,500.00	\$7,300.00	\$7,300.00
6	Provide Pumping & By-passing of Raw Sewage	LS	1	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$5,420.00	\$5,420.00	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00
7	Remove & Dispose of the Existing 6"Sewer Pipe	LF	13	\$25.00	\$325.00	\$27.00	\$351.00	\$32.50	\$422.50	\$35.00	\$455.00	\$100.00	\$1,300.00
8	Remove & Restore Exist Miniature Golf Course Hole & Concrete S/W	LS	1	\$1,075.00	\$1,075.00	\$2,015.00	\$2,015.00	\$1,350.00	\$1,350.00	\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00
9	Remove & Restore Existing Chain Link Fence	LS	1	\$885.00	\$885.00	\$891.00	\$891.00	\$902.00	\$902.00	\$3,500.00	\$3,500.00	\$4,200.00	\$4,200.00
10	Remove & Restore Existing Bus Stop Aluminum Hand Rail	LS	1	\$500.00	\$500.00	\$525.00	\$525.00	\$556.00	\$556.00	\$2,500.00	\$2,500.00	\$7,250.00	\$7,250.00
11	Provide Density & Proctor Testing & Reports from Independent Lab	LS	1	\$750.00	\$750.00	\$769.00	\$769.00	\$835.00	\$835.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
12	Provide Siltation & Erosion Control	LS	1	\$685.00	\$685.00	\$692.00	\$692.00	\$716.00	\$716.00	\$3,500.00	\$3,500.00	\$4,100.00	\$4,100.00
13	R & R Unsuitable Soil with A-3 Sand (Compacted in Place)	CY	20	\$40.00	\$800.00	\$43.00	\$860.00	\$47.70	\$954.00	\$25.00	\$500.00	\$125.00	\$2,500.00
14	Provide Sheet piling and/or Shoring of the Open Trench	LS	1	\$6,388.00	\$6,388.00	\$6,475.00	\$6,475.00	\$6,497.00	\$6,497.00	\$4,300.00	\$4,300.00	\$9,500.00	\$9,500.00
15	Remove & Dispose of the Existing Sewer Pipe	LF	13	\$25.00	\$325.00	\$25.75	\$334.75	\$34.50	\$448.50	\$15.00	\$195.00	\$100.00	\$1,300.00
16	Sod Replacement (Bermuda)	SF	1,000	\$0.79	\$790.00	\$0.95	\$950.00	\$1.50	\$1,500.00	\$3.50	\$3,500.00	\$7.00	\$7,000.00
TOTAL (Item No's 1-16)				\$37,664.00		\$39,307.75		\$40,651.00		\$103,950.00		\$117,950.00	

Chargeable to Acc't No. 420-07-0707-536-46-546011



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:	04/14/2022
SUBJECT:	Emergency Purchase of Two Sequential Batch Processors Mixers for the Pollution Control Plant

BACKGROUND

The Pollution Control Plant (PCP) has four Sequential Batch Processors (SBR's) that are critical to the permitted operation of the PCP and a requirement of our permit. Each SBR has four mixers that are critical to the processing of wastewater. There is one mixer that is currently down and in need of replacement. As part of this project, it alerts us of a need to have a spare mixer available. This purchase is for one mixer for the emergency repair and an additional mixer as a backup in case of future need. The current lead time is 30-35 days with 30 days shipping as well.

Carter & VerPlanck is a sole source vendor for this item.

FINANCIAL IMPACT

These items will be purchased utilizing the Repairs/Maintenance of Equipment budget line number 420-07-0706-535-46-546002-.

There is adequate funding to support this emergency purchase and the additional spare in reserve.

REQUESTED ACTION

Approve/Disapprove the emergency purchase of two Sequential Batch Processors Mixers for the Pollution Control Plant from Carter & VerPlanck in the amount of \$57,334 and declare Carter & VerPlanck as a Sole Source Provider for future purchases

ATTACHMENTS

1. Carter & VerPlanck Quote 04.14.22
2. Carter & VerPlanck Sole Source Letter 4-18-22

QUOTE

Carter & VerPlanck
4910 W. Cypress St.
Tampa, FL 33607

DATE: 04/14/22
QUOTE NUMBER: 041422-1.rev.2

VALID UNTIL: 05/14/22

QUOTED BY: Sean Donovan

PHONE: (813) 927-8783

sdonovan@cviwater.com

TO: William Rivers

Instrument Technician

Pollution Control Plant

City of Jacksonville Beach

writers@jaxbchfl.net

PRODUCT	SERIAL #	TYPE	SIZE	FREIGHT TERMS	F.O.B.	PAYMENT TERMS
Invent	82044	HCMA	HCMA 2500	Prepay & Add	Factory	Net 30
QTY	ITEM #	DESCRIPTION		LEAD TIME WORKING DAYS	UNIT PRICE	LINE TOTAL
2	4, 4.1-4.3	Mixer Body Complete - CCW		30-35	\$22,805.00	\$45,610.00
2	5, 5.1-5.5	Bearing Journal Complete		30-35	\$2,362.00	\$4,724.00
1	Freight - Sea	*Freight Estimate		30	\$5,000. - \$7,000.	\$5,000. - \$7,000.
		*Freight is only an estimate and will				
		be quoted once equipment has				
		been manufactured and ready for				
		shipment. Unfortunately, with a				
		Pandemic, the war in Ukraine and				
		oil & gas prices, international				
		freight costs have been all over the				
		place at this current time. The				
		actual freight cost could be higher				
		or lower then thisestimate.				
					Total:	\$50,334.00 + Frt.

SALES TAX IS NOT INCLUDED IN THIS QUOTATION.

THANK YOU FOR YOUR BUSINESS.

Sole Source Request

Pursuant to Section VII and XII of the City of Jacksonville Beach Purchasing Manual, when requesting a sole source purchase from a vendor, please complete this form to justify your request and submit to the Property and Procurement Division with applicable attachments.

"Sole Source items are any materials, supplies, or services that can only be obtained from one vendor or manufacturer, eliminating any possibility of securing a second competitive quote."

"When it is determined that certain materials, supplies, or services are only available from a sole source, every effort must be made by the Department to secure documentation of sole source availability from the supplier, vendor, or manufacturer."

Requesting agency (Department/Division): Public Works/Pollution Control Plant

Name of Vendor or Supplier: Carter & VerPlanck

Amount of purchase/project (attach quote): \$55,334 - \$57,334 (including shipping)

Provide a summary (brief description) of the scope of goods/services to be provided and detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended sole source provider:

INVENT product line.

Assert that you have researched the availability of the requested goods/services from other sources in applicable markets and have discussed and evaluated the same with COJB's property and procurement division (attach sole source letter – signed, on company letterhead):

Carter & VerPlanck are the geographical vendor for INVENT mixers and their product lines.

Submitted by: Dennis W. Barron, Jr. Director of Public Works
Name Title

Date: 4/19/2022

Requesting Agency Director's Signature: 

Property and Procurement Approval: _____

Any purchase in excess of the \$25,000 Bid Threshold Amount must have prior City Council approval or must be approved and signed by the City Manager

City Manager: _____ Date _____



INVENT Environmental Technologies, Inc.
218 Little Falls Road • Cedar Grove, NJ 07009

Mr. Robert Delgado
Jacksonville Beach, FL

INVENT Environmental
Technologies, Inc.
218 Little Falls Road, Suites 7&8
Cedar Grove, NJ 07009 USA

Tel.: 615-948-8916
Fax: 973-571-2474
e-mail: tsword@invent-et.com
<http://www.invent-et.com>

Date: 4/18/2022
Ref: Jacksonville Beach, FL

Dear Mr. Delgado:

Carter & VerPlanck, a DXP Company, is the sole and exclusive representative for INVENT Environmental Technologies, Inc.

The geographical areas of responsibility for Carter & VerPlanck, a DXP Company include the states of Georgia and Florida for our products including **HYPERCLASSIC**® Mixers, **CYPERPITCH**® Mixers, **HYPERCLASSIC**® Mixing and Aeration systems and **HYPERSYSTEMS**® iSBR.

Regards,

A handwritten signature in blue ink that reads "Teresa Sword".

Teresa Sword
Regional Manager
INVENT Environmental Technologies, Inc.

INVENT worldwide:
INVENT Umwelt- und Verfahrenstechnik AG
Am Pestalozziring 21
91058 Erlangen
Germany

INVENT Aeration Services S.r.l.
Via Parravicini 30
20052 Monza
Italy

INVENT Pacific Pty. Ltd.
2 Woolshed Lane
East Orange 2800
NSW Australia

INVENT Middle East (FZC)
Building Q1-1, Suite 033
SAIF Zone, Sharjah
UAE

FEIN: 20-8750033



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, Office Administrator Parks and Recreation
DATE:	04/15/2022
SUBJECT:	Resolution No. 2111-2022 Honorary Street Name Designations

BACKGROUND

The Parks and Recreation Department has received three applications for approval through the Honorary Street Name Designation Program, specifically for Fallen Wartime Military Veteran status. Each nominee lived in Jacksonville Beach and was a veteran killed in action during the Vietnam War or World War II.

The nominees and proposed street sign locations are as follows:

- Private First Class Richmond “Ricky” Luce – Vietnam War, 5th Avenue North at 3rd Street, parallel with 5th Avenue North;
- Private First Class Asbury R. Kelly – World War II, 2nd Avenue North at Penman Road, parallel with 2nd Avenue North; and
- Private First Class William “Ray” Gast – Vietnam War, 19th Avenue North at 3rd Street, parallel with 19th Avenue North.

Pursuant to the Honorary Street Name Designation Policy, the Parks and Recreation Department has submitted each application to the Public Works Department for their review and recommendation prior to the City Council’s consideration. It has been determined that each application has provided sufficient documentation to substantiate the applicant’s request, and that the locations desired for each honorary street name designation is feasible. The City Manager has determined that it is appropriate for the City Council to consider each application at this time.

FINANCIAL IMPACT

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

REQUESTED ACTION

Adopt/Deny Resolution No. 2111-2022 approving applications for Honorary Street Name Designations

ATTACHMENTS

1. Application for Richmond Luce
2. Application for Asbury Kelly



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

3. Application for William Gast
4. Honor Packet
5. Resolution No. 2111-2022 Approving Applications for Honorary Street Name Designations for Fallen Wartime Military Veterans

City of Jacksonville Beach

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

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

I am nominating a Fallen Wartime Military Veteran:

Name of Veteran: Richmond Ross Luce (Ricky)

Armed Conflict (see below) Vietnam DD 214 Attached ☐ or ☒

Military Branch: United States Army

Dates of military service: 1966– May 29, 1967

Military Rank: Private First Class

Veteran's address last known Jacksonville Beach address: 708 5th Ave N.

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

Pfc. Richmond "Ricky" Ross Luce, 18, of 708 5th Ave N., Jacksonville Beach, was a surfing enthusiast and a 1966 graduate of Fletcher High School. Pfc. Luce served as a basic artillery soldier in the U.S. Army's 42nd Field Artillery Regiment, nicknamed the Straight Arrows. His battalion towed the 105mm howitzer cannon, providing direct support to the 4th Infantry's 2nd Brigade. His tour of duty began on May 14, 1967, in the Pleiku province. Fifteen days later, on May 29, 1967, while standing guard duty, Luce was accidentally killed in a non-hostile grenade explosion. His remains are interred at Warren Smith Cemetery in Jacksonville Beach.

Richmond is honored on the Vietnam Veteran's Memorial in Washington DC. Name inscribed at VVM Wall, Panel 21e, Line 14.

Richmond Ross Luce's awards/commendations included:

- ★ Combat Infantryman Badge
- ★ Marksmanship Badge
- ★ National Defense Service Medal
- ★ Vietnam Campaign Medal
- ★ Vietnam Service Medal

- ★ Army Presidential Unit Citation
- ★ Vietnam Gallantry Cross
- ★ Army Good Conduct Medal

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

Relationship to Veteran: Beaches Veterans Memorial Park Historian

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

Home Phone: 904-247-9555

Cellphone 904-662-0062

Work Phone: N/A

E-mail address: oscmj@comcast.net

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

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

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

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

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

City of Jacksonville Beach

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

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

I am nominating a Fallen Wartime Military Veteran:

Name of Veteran: Asbury Richard Kelly

Armed Conflict (see below) Vietnam DD 214 Attached ☐ or ☒ N

Military Branch: United States Marines

Dates of military service: Jun 1944 – June 5, 1945

Military Rank: Private

Veteran's address last known Jacksonville Beach address: Unknown

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

Pvt. Asbury Richard Kelly, 19, was one of nine children to Mr. and Mrs. Arthur W. Kelly. As a youth, Pvt. Kelly attended Jacksonville Beach Grammar School and Fletcher High before transferring to Andrew Jackson High as a junior, where he lettered in football. After graduating in 1944, he enlisted in the U.S. Marines and was assigned to the 7th Marine Regiment, which landed on the "island fortress" of Okinawa on April 3, 1945. Kelly's regiment suffered more than 1,200 casualties during the combined assaults on Dakeshi Ridge and Wana Ridge.

On June 5, 1945, Kelly was killed in combat as his unit took part in the last enemy stronghold at Kunishi Ridge. His remains are interred at Warren Smith Cemetery in Jacksonville Beach.

Private Asbury R. Kelly's Commendations:

- ★ Purple Heart
- ★ World War II Campaign Medal
- ★ Combat Action Ribbon

He is honored on the World War II Monument in Jacksonville Beach

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

Relationship to Veteran: Beaches Veterans Memorial Park Historian

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

Home Phone: 904-247-9555

Cellphone 904-662-0062

Work Phone: N/A

E-mail address: oscmj@comcast.net

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

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

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City of Jacksonville Beach

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

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

I am nominating a Fallen Wartime Military Veteran:

Name of Veteran: William Raymond Gast

Armed Conflict (see below) Vietnam DD 214 Attached ☐ or ☒

Military Branch: United States Marines

Dates of military service: September 19, 1967– September 10, 1968

Military Rank: Private First Class

Veteran's address last known Jacksonville Beach address: 2017 3rd St. N., Jacksonville Beach, FL 32250.

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

Pfc. William Raymond Gast, 18, of 2017 3rd St. N., Jacksonville Beach, was the son of Vera Gast, a U.S. Coast Guard SPAR in World War II and the first female officer of American Legion Post 129 in Jacksonville Beach.

Ray Gast dropped out of Fletcher High School in the fall of 1967 to join the U.S. Marine Corps. After completing boot camp at Parris Island, S.C., and advanced infantry training at Camp Pendleton, Calif., he arrived in Vietnam on April 19, 1968. During his seven months overseas, Pfc. Gast was a rifleman assigned to Bravo Company, 1st Battalion, 5th Marine Regiment. He was killed in action on Sept. 10, 1968, during Operation Mameluke Thrust and listed as missing in action for three days before his body was found. His remains are interred at Warren Smith Cemetery in Jacksonville Beach.

William Raymond Gast was a decorated Marine whose commendations included:

- ★ Purple Heart
- ★ Combat Action Ribbon
- ★ Marksmanship Badge
- ★ National Defense Service Medal
- ★ Vietnam Campaign Medal
- ★ Vietnam Service Medal
- ★ Marine Corps Presidential Unit Citation
- ★ Vietnam Gallantry Cross
- ★ Marine Corps Good Conduct Medal
- ★ Marine Corps Expeditionary Medal

William is forever honored on the Vietnam Veteran's Memorial in Washington DC. His name inscribed at Vietnam Veterans Memorial Wall, Panel 44w, Line 16

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

Relationship to Veteran: Beaches Veterans Memorial Park Historian

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

Home Phone: 904-247-9555

Cellphone 904-662-0062

Work Phone: N/A

E-mail address: oscmj@comcast.net

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

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- Vietnam Conflict, the period beginning August 5, 1965, through May 7, 1975.
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services, including the WD AGO 53, WD AGO 55, WD AGO 53-55, NAVPERS 553, NAVMC 78PD, and the NAVCG 553. * * * * *



Jacksonville Beach's Fallen Wartime Veterans



Vietnam War

PFC. Richmond "Ricky" Ross Luce
-US Army (Top Left)



PFC. William "Ray" Raymond Gast
-US Marines (Bottom Left)



World War II

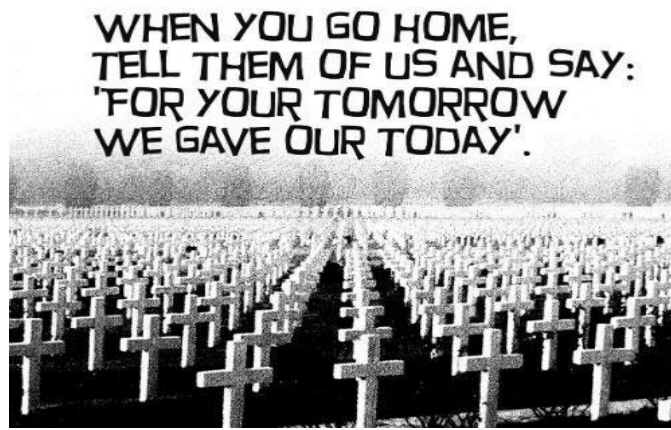
PVT. Asbury Richard Kelly –
US Marines (Top Right)



Jacksonville Beach Fallen Heroes

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

So, as we approach Memorial Day 2022, we salute, honor and vow to always remember our fallen Jacksonville Beach Heroes; Richmond "Ricky" Luce, William "Ray" Gast, Asbury Kelly as well as all the fallen Veterans who have died defending our country's freedom!



This information package is for Jacksonville Beach's three Fallen Wartime Veterans/Heroes who are nominated for Memorial Day 2022. This information packet includes a short summary of who they were and the sacrifices they made for our community and country.

~Lenny Jevic, BVMP Historian

World War II

PVT Asbury R. Kelly

Pvt. Asbury Richard Kelly, 19, was one of nine children to Mr. and Mrs. Arthur W. Kelly. As a youth, Pvt. Kelly attended Jacksonville Beach Grammar School and Fletcher High before transferring to Andrew Jackson High as a junior, where he lettered in football.

After graduating in 1944, he enlisted in the U.S. Marines and was assigned to the 7th Marine Regiment, which landed on the “island fortress” of Okinawa on April 3, 1945. Kelly’s regiment suffered more than 1,200 casualties during the combined assaults on Dakeshi Ridge and Wana Ridge.

On June 5, 1945, Kelly was killed in combat as his unit took part in the last enemy stronghold at Kunishi Ridge.

His remains are interred at H. Warren Smith Cemetery in Jacksonville Beach.

Private Asbury R. Kelly’s Commendations:

- ★ Purple Heart
- ★ World War II Campaign Medal
- ★ Combat Action Ribbon

He is honored on the World War II Monument in Jacksonville Beach.

Refs:

~Excerpt from “These Nine” by Johnny Woodhouse, Beaches Museum Exhibit

~Johnny Woodhouse, Military Historian

HAS BEEN RETURNED TO U.S. 7 MAR 1948 (J) ORIGINAL

CHECK TYPE REQUIRED (See Instructions attached)		APPLICATION FOR HEADSTONE OR MARKER (Please make out and return in duplicate)	
☐ UPRIGHT MARBLE HEADSTONE	ENLISTMENT DATE 6-15-1944	SERIAL NO. 567246	EMERGENCY (Check one) ☒ CHRISTIAN ☐ HEBREW ☐ NONE
☒ FLAT GRANITE MARKER	DISCHARGE DATE KILLED IN ACTION	PENSION NO.	COMPANY 4th BATTALION
☐ BRONZE MARKER (NOTE RESTRICTIONS)	NAME (Last, First, Middle Initial) KELLY ASBURY, RICHARD	STATE FLORIDA	RANK PVT
DATE OF BIRTH (Month, Day, Year) 27-12-1926	DATE OF DEATH (Month, Day, Year) 6-5-1948	U. S. REGIMENT, STATE ORGANIZATION, AND DIVISION UNITED STATES MARINE CORPS	
NAME OF CEMETERY WARREN SMITH CEMETERY	LOCATION (City and State) JACKSONVILLE BEACH, FLORIDA	NEAREST FREIGHT STATION (City and State) JACKSONVILLE, FLORIDA	
SHIP TO (I CERTIFY THE APPLICANT FOR THIS STONE HAS MADE ARRANGEMENTS WITH ME TO TRANSPORT THE STONE FROM THE FREIGHT STATION TO THE CEMETERY)		POST OFFICE ADDRESS OF CONSIGNEE PO BOX 11453-6 JACKSONVILLE BEACH, FLORIDA	
SIGNATURE OF CONSIGNEE Arthur William Kelly		I certify this application is submitted for a stone for the unmarked grave of a veteran. I hereby agree to assume all responsibility for the removal of the stone promptly upon arrival at destination, and properly place it at the decedent's grave at my expense.	
DO NOT WRITE HERE		APPLICANT'S SIGNATURE Arthur William Kelly	
FOR VERIFICATION MAR 30 1949		DATE OF APPLICATION 3-15-49	
ORDERED BY W. CHELMSFORD		ADDRESS (Street, City, State) 96024 JF JACKSONVILLE BEACH, FLORIDA	
SHIPPED 282429			

0610 FORM
REV 45 APR 47 623

IMPORTANT—Complete Reverse Side

15-11453-6 GPO

Vietnam War

PFC. William "Ray" Raymond Gast

Pfc. William Raymond Gast, 18, of 2017 3rd St. N., Jacksonville Beach, was the son of Harold L. Gast and Vera Gast. His mother, Vera, a U.S. Coast Guard SPAR in World War II and the first female officer of American Legion Post 129 in Jacksonville Beach. Ray Gast dropped out of Fletcher High School in the fall of 1967 to join the U.S. Marine Corps. After completing boot camp at Parris Island, S.C., and advanced infantry training at Camp Pendleton, Calif., he arrived in Vietnam on April 19, 1968.

During his seven months overseas, Pfc. Gast was a rifleman assigned to Bravo Company, 1st Battalion, 5th Marine Regiment.

On Sept. 10, 1968, during "Operation Mameluke Thrust", his patrol was on a Search and Destroy mission in the vicinity of the My Dong Village Complex in the "Arizona Territory", his Marine patrol was hit with sniper and automatic weapons fire from various enemy positions. Four men were killed in action and seven were wounded, one of the casualties was Pfc Gast who was killed in action as a result of gunshot wounds from the hostile rifle fire. He was listed as missing in action for three days before his body was found.

His remains are interred at H. Warren Smith Cemetery in Jacksonville Beach.

William “Ray” Gast is honored on the Vietnam Veteran's Memorial in Washington DC. His name is inscribed at VVM Wall, Panel 44W/Line 16.

Private First Class William “Ray” Gast’s Commendations:

- ★ Purple Heart
- ★ Combat Action Ribbon
- ★ Marksmanship Badge
- ★ National Defense Service Medal
- ★ Vietnam Campaign Medal
- ★ Vietnam Service Medal
- ★ Marine Corps Presidential Unit Citation
- ★ Vietnam Gallantry Cross
- ★ Marine Corps Good Conduct Medal
- ★ Marine Corps Expeditionary Medal



Gast

PFC William R. Gast, U. S. Marines, 19, son of Mr. and Mrs. Harold L. Gast of 2017 3rd St. N., Jax Beach, died Sept. 10 in Quang Nam Province, Viet Nam. PFC Gast was born in Jacksonville and attended Fletcher High School. He was a member of American Legion Post 129 of Jax Beach; and was a Baptist. Survivors besides his parents are a sister, Miss Beatrice Gast; 2 brothers Paul Thomas Gast and Tony Gast; his maternal grandmother, Mr. Nettie Heird, all of Jax Beach; paternal grandparents, Mr. and Mrs. Raymond Gast of Daytona Beach, Fla., aunts and uncles. Funeral services were held at 11 a.m. Sept. 30 in the chapel of Giddens-Griffith Funeral Home, Jax Beach, with burial and full military honors at the graveside in Warren Smith Cemetery.

Refs:

<https://www.honorstates.org/index.php?id=273958>

<https://www.findagrave.com/memorial/94658028/william-raymond-gast>

<https://www.coffeltdatabase.org/detreq2.php>

~Conversation with Willam's brother, Tony, April 2022

Vietnam War

PFC Richmond "Ricky" Ross Luce

Pfc. Richmond "Ricky" Ross Luce, 18, of 708 5th Ave N., Jacksonville Beach, was a surfing enthusiast, talented portrait artist and a 1966 graduate of Fletcher High School.

Pfc. Luce served as a basic artillery soldier in the U.S. Army's 42nd Field Artillery Regiment, nicknamed the Straight Arrows. His battalion towed the 105mm howitzer cannon, providing direct support to the 4th Infantry's 2nd Brigade.

His tour of duty began on May 14, 1967, in the Pleiku province.

Fifteen days later, on May 29, 1967, while standing guard duty, Luce was killed when a grenade being used in the construction of a spillway accidentally detonated near him. Luce was patrolling an area around two live grenades which were being used to from a protective spillway in a village near Pleiku. The grenades had failed to detonate, but another individual, struck one of the grenades with a pole and it detonated, killing Ricky Luce.

His remains are interred at H. Warren Smith Cemetery in Jacksonville Beach.

Richmond is honored on the Vietnam Veteran's Memorial in Washington DC. Name inscribed at VVM Wall, Panel 21e, Line 14.

Ricky Luce's Commendations

- ★ Combat Infantryman Badge
- ★ Marksmanship Badge
- ★ National Defense Service Medal
- ★ Vietnam Campaign Medal
- ★ Vietnam Service Medal
- ★ Army Presidential Unit Citation
- ★ Vietnam Gallantry Cross
- ★ Army Good Conduct



REFS:

<https://www.vvmf.org/Wall-of-Faces/31500/RICHMOND-R-LUCE/>

<https://www.k75ranger.com/richmond-ricky-ross-luce-2nd-bde-lrrp-kia-may-29-1967/>

~Richmond Ross Luce's obituary; The Florida Times Union, Jacksonville, Friday, June 2, 1967

~Conversation with his brother, Ronald G. Luce and wife, Kate, April 2022

Special Thanks

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

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

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

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

~Thank you to the City Councils of Jacksonville Beach and Neptune Beach, as well as the City Commission of Atlantic Beach for their continued strong support of our local veterans, past and present.

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2111-2022

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

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

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

WHEREAS, the Parks and Recreation Department has received three applications nominating Fallen Wartime Military Veterans for honorary street name designations. Each nominee once lived in Jacksonville Beach and was a veteran killed in action during the Vietnam War or World War II; and

WHEREAS, the Parks and Recreation Department and Public Works Department have reviewed each application to ensure sufficient documentation exists to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible; and

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

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

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

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

- Private First Class Richmond "Ricky" Luce – 5th Avenue North at 3rd Street, parallel with 5th Avenue North;
- Private First Class Asbury R. Kelly – 2nd Avenue North at Penman Road, parallel with 2nd Avenue North; and
- Private First Class William "Ray" Gast – 19th Avenue North at 3rd Street, parallel with 19th Avenue North.

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

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

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

AUTHENTICATED this ____ day of _____, 2022.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



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:	04/18/2022
SUBJECT:	Resolution No. 2112-2022 Future Consideration of Abandonment of City of Jacksonville Beach Right-of-Way

BACKGROUND

The City of Jacksonville Beach Planning and Development Department received an application for the abandonment of a right-of-way or easement from applicant *Beach Block Townhomes, LLC*, pursuant to the process approved via Resolution No. 1514-96. The request is for the abandonment of 10 feet of right-of-way along the northern and southern boundaries of the entire block immediately south of Gonzales Park for the development of a new 38-unit townhouse project. The application package (attached to the Resolution as Exhibit "A") included a completed application, property legal description, proof of ownership, property deeds, the applicant's narrative on the application request, the applicant's analysis of the applicability of the criteria for a right-of-way abandonment, and proposed site plans for the residential project.

The applicant is requesting that the City of Jacksonville Beach abandon 10 feet of right-of-way on 2nd Avenue North and 10 feet of right-of-way on 1st Avenue North between 10th Street North and 11th Street North. The applicant owns the entirety of the property which is the subject of the proposed project. The application was submitted with a companion Planned Unit Development: PUD rezoning application. The reason for the request is to accommodate the applicant's proposed site plan and maintain compliance with the required 20 foot corner sight visibility triangles at the street intersections as is required by the Land Development Code, and to maintain compliance with an adopted Beaches Energy Services (BES) Policy that electrical utility easements be maintained on "private property." The abandonment of right-of-way does not change the applicant's proposed site plan, but allows the project to maintain compliance with the aforementioned LDC requirement and BES policy. The proposed project has not yet gone through the official rezoning or development plan review process.

As is outlined in the application, following an evaluation of completeness, a copy of the application was made available to all other property owners within 300 feet of the subject property to solicit any comments from the public. Correspondence received is provided as part of the attachments to this memo. Staff received one email in regard to the request. Following the request for public comments, a copy of the application was provided to the Fire Marshal, Public Works Department, the Police Department, and BES for staff review, comment, and recommendation. Departmental review criteria are provided as part of the application package.

Below is a summary of the department reviews:

Planning and Development Department - Pursuant to the departmental review criteria: No other properties will be left without frontage on another public street; the abandonment will not result in an alley or easement being utilized as the principal means of access to a lot or parcel of



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

land; all real property owners within 300 feet of the subject property were sent sufficient notice and one email in opposition was received from a neighboring property owner; and the request proposes to abandon a portion of the right-of-way along the entire north and south sides of the block that is the subject property.

Public Works Department - Public Works reviewed the request based on the two department review criteria outlined in the application, and as is detailed in a memo from Director Barron to the City Manager dated March 24, 2022, is recommending disapproval of the request based on the following: There are several existing utilities that are located in the areas that are proposed to be vacated that would require relocation that may cause congestion in the remaining right-of-way, and there is the potential for crowding of utilities due to those that would have to be relocated, causing a negative impact on the future maintenance and excavation of such utilities.

Beaches Energy Services - BES's Electrical Engineering Division reviewed the request based on the three department review criteria outlined in the application and is recommending disapproval of the request based on existing overhead power lines and other electric facilities that are located within the existing right-of-way and the location of an existing natural gas line along 2nd Avenue North.

Fire Marshal - Pursuant to the departmental review criteria, the Fire Marshal does not have any comment as fire suppression services would be required as part of the proposed project.

Police Department - Pursuant to the departmental review criteria, the Police Department does not have any comment or recommendation.

A recommendation for disapproval by any City Department indicates that, based on the departmental review criteria, there is a continuing public purpose that is served by the right-of-way or easement. Pursuant to Resolution 1514-96, Section 1., Streets and alleyways **will not be abandoned unless the City Council determines that there is an overwhelming public interest that will be served if the right-of-way is turned over to private ownership.** The applicant has provided their analysis that the right-of-way property provides no current public benefit nor is there any expectation in the future that it will be needed for public benefit.

If the Council denies this resolution, the application process is terminated. If the Council approves this resolution, staff will prepare an Ordinance for the abandonment of the subject portions of right-of-way.

FINANCIAL IMPACT

REQUESTED ACTION

Adopt/Deny Resolution No. 2112-2022 for future consideration of the abandonment of the City of Jacksonville Beach right-of-way



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ATTACHMENTS

1. Resolution No. 2112-2022 with Exhibit "A"
2. April 24, 2022 Memo from Dennis Barron regarding Abandonment of ROW
3. Michael Dunlap Email Correspondence

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2112-2022

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO CLOSE A PORTION OF A CERTAIN DESCRIBED CITY RIGHT-OF-WAY; PROVIDING ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS AND INTENT, NOTICE OF PUBLIC HEARING TO CONSIDER RIGHT-OF-WAY VACATION, IMPLEMENTATION OF ADMINISTRATIVE ACTIONS, SAVINGS CLAUSE, SCRIVENER'S ERRORS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, Section 166.042, the City of Jacksonville Beach is empowered, among other actions, to vacate, abandon, discontinue and close any existing street, road, highway or other place used for travel, or any portion thereof which is within the jurisdiction and control of the City; and

WHEREAS, the City has received a Petition, attached as **Exhibit "A"**, from Beach Block Townhomes, LLC, requesting to vacate certain rights-of-way under the control of the City of Jacksonville Beach; and

WHEREAS, in order to consider the right-of-way vacation as requested, a public hearing must be held.

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

SECTION 1. Adoption of Recitals and Legislative Findings and Intent. The City of Jacksonville Beach has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Notice of Public Hearing to Consider Right-of-Way Vacation. A public hearing shall be held on **Monday, June 6, 2022 at 6:00 PM**, or as soon thereafter as possible, for the City of Jacksonville Beach to consider the request to vacate that portion of right-of-way described as follows:

Right-of-Way Parcel No. 1:

Being a portion of 2nd Avenue North, lying in Section 33, Township 2 South, Range 29 East, City of Jacksonville Beach, Duval County, Florida and being more particularly described as follows:

Commence at the northwest corner of Lot 6, Block 30, Atlantic Park, according to the plat thereof as recorded in Plat Book 7, Page 15 of the current public records of Duval County, Florida; thence south 88°05'00" west, 50.68 feet to the northwest corner of lands described in Official Records Book 19527, Page 489 of said public records and the point of beginning; thence continue south 88°05'00" west along the northerly line of said lands and along the northerly line of lands described in Official Records Book 19570, Page 1957 of

said public records, same being the southerly right of way line of 2nd Avenue North, being an 80 foot wide right of way, 265.20 feet to the northwest corner of last mentioned lands; thence north 09°37'00" west along the northerly extension of the easterly right of way line of 11th Street North, being a 40 foot wide right of way, 10.09 feet; thence north 88°05'00" east, 264.99 feet; thence south 11°18'00" east along the northerly extension of the westerly right of way line of 10th Street North, being a 50 foot wide right of way, 10.14 feet to the point of beginning.

Said lands contain 2,651 square feet, more or less.

Right-of-Way Parcel No. 2:

Being a portion of 1st Avenue North, lying in Section 33, Township 2 South, Range 29 East, City of Jacksonville Beach, Duval County, Florida and being more particularly described as follows:

Commence at the northwest corner of Lot 6, Block 30, Atlantic Park, according to the plat thereof as recorded in Plat Book 7, Page 15 of the current public records of Duval County, Florida; thence south 88°05'00" west, 50.68 feet to the northwest corner of lands described in Official Records Book 19527, Page 48 of said public records; thence south 11°10'00" east along the easterly line of said lands and along the easterly line of lands described in Official Records Book 19527, Page 273 of said public records, same being the westerly right of way line of 10th Street North, being a 50 foot wide right of way, 253.61 feet to the southeast corner of last mentioned lands and the point of beginning; thence continue south 11°18'00" east along the southerly extension of said westerly right of way line, 10.51 feet; thence north 83°18'00" west, 161.05 feet; thence north 83°23'00" west, 120.96 feet; thence north 09°37'00" west along the southerly extension of the easterly right of way line of 11th Street North, being a 40 foot wide right of way, 10.42 feet to the southwest corner of lands described in Official Records Book 19570, Page 1957 of said public records; thence south 83°23'00" east along the southerly line of said lands and along the northerly right of way line of 1st Avenue North, being a variable width right of way, 123.88 feet to the southeast corner of last mentioned lands and the southwest corner of aforementioned lands described in Official Records Book 19527, Page 273; thence south 83°18'00" east along the southerly line of said lands and continuing along the northerly right of way line of 1st Avenue North, 157.81 feet to the point of beginning.

Said lands contain 2,818 square feet, more or less.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Jacksonville Beach pertaining to the right-of-way vacation public hearing request described herein, which is the subject of this resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Manager and City Attorney, may be corrected.

SECTION 6. Repeal of Prior Inconsistent Resolutions. Prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. 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 8. Effective Date. This resolution shall become effective immediately upon its passage and adoption by City Council.

AUTHENTICATED this _____ day of _____, A.D. 2022.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

EXHIBIT “A”
Request for Abandonment of Right-of-Way Application



ABANDONMENT OR CLOSING OF A RIGHT OF WAY OR EASEMENT APPLICATION

AS/400 # _____

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

APPLICANT INFORMATION

Applicant's Name: Beach Block Townhomes, LLC

Telephone: 904-651-8958

Mailing Address: 7563 Phillips Highway Suite 208

E-Mail: zwmlaw@gmail.com

Jacksonville, Florida 32256

PROPERTY INFORMATION

Street Address of Property: 1005 1st Avenue North, 1010 2nd Avenue North and 115 11th Street north

Legal Description of Property: Please See attached.

(Lot, block, subdivision name)

Location of the Right of Way or Easement you are applying to abandon or close: Please see attached legal descriptions of the portions rights of way to be abandoned.

(Attach a boundary survey or plat of the property)

Reason(s) why you are requesting that this Right of Way or Easement be abandoned: Please see attached.

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

Applicant's Signature: *Zach Miller*
(authorized agent)

Date of Application: 1/10/2022



RIGHT OF WAY / EASEMENT ABANDONMENT REVIEW CRITERIA AND PROCEDURES

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

DEPARTMENTAL REVIEW CRITERIA

ELECTRIC UTILITY DEPARTMENT

1. The Electric Utility Department conducts a records check and field inspection to determine if there are any existing overhead or underground electric facilities located within the right of way or easement that is proposed to be closed. If such facilities are present, the Department will make a determination if the closure can be made without affecting the integrity of electric system.
2. In the case of an alley right of way, if there are electric facilities within the right of way or easement, then the Department will recommend that the application not be approved. In some such instances arrangements may be made for the facilities to be removed or relocated at the applicant's expense.
3. In the case of a partial or complete road right of way closing, the recommendation would be based on a case-by-case determination of accessibility to the Department's facilities.

FIRE DEPARTMENT

1. The primary concern of the Fire Department is access to buildings, fire hydrants or fire department connections.

The Department will generally recommend disapproval of a right of way or easement closing which would make any part of a building to be located in excess of 200 feet from a fire/rescue pumper parked at the street access.
2. All buildings are to be located within 300 feet of a fire hydrant as measured along the travel route of the fire/rescue pumper.

PLANNING AND DEVELOPMENT DEPARTMENT

1. The Planning and Development Department checks all applications to close a public alley or street right of way to ensure that no other properties are left without frontage on another public street.
2. Utilizing an alley or easement as the principal means of access to a lot or parcel of land is not permitted in Jacksonville Beach.
3. The Planning and Development Department compiles the responses received from the other property owners who might be affected by the proposed right of way or easement closing. As a general rule, if an abutting property owner objects, it is considered to be sufficient evidence that the right of way or easement has a public purpose and should be retained as such. An application may wish to discuss the request to close the right of way or easement with the adjacent property owners before submitting an application.
4. In the case of a partial street right of way closing, it is the City's policy to close the section for the entire length of the block and not just the portion which abuts the applicant's property.

POLICE DEPARTMENT

1. The Police Department reviews right of way or easement closing requests to determine that an officer can readily access a business, residence or other property by use of an alternate street or public accessway.

PUBLIC WORKS DEPARTMENT

1. The Public Works Department conducts a records check and field survey to ascertain the presence of any existing water, sewer, or storm drainage facilities with the area proposed to be closed. This may include water and sewer lines or drainage pipe, swales or ditches.

2. The Public Works Department evaluates the particular installation to determine if the closure will adversely affect maintenance and repair functions and assess the potential disruption of departmental service delivery activities resulting from future development of the abandoned right of way or easement. The review of drainage system concerns relates to the potential for flooding or increased difficulty in maintaining drains as a result of the closure.

CITY COUNCIL / CITY MANAGER

1. Following a review of the information supplied by the reviewing departments, the City Council and City Manager will make a determination if there is an overwhelming public interest in retaining the road or alley right of way or the public easement. This determination will be made by balancing the reasons given by the applicant in support of the closure when weighed against the present or future needs of the City. In other words, **there must be a significant public purpose that will be served if the right of way or easement is turned over to a private owner.**

LEGAL DESCRIPTION OF APPLICANT'S PROPERTY

LEGAL DESCRIPTION OF APPLICANT'S PROPERTY

A part of Government Lots 3 and 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida, said part being more particularly described as follows: For the point of beginning commence at the intersection of the East line of the Castro Y Ferrer Grant, Section 38, Township 2 South, Range 29 East With the Southerly right-of-way line of 2nd Avenue North (formerly Willard Avenue) as now established as an 80 foot right-of-way, said East line of the Castro Y Ferrer Grant, Section 38, also being the Easterly right-of-way line of 11th Street, as now established as a 40 foot right-of-way; thence run S. 9°37' E. along said East line of the Castro Y Ferrer Grant, a distance of 209.86 feet to the Northerly right-of-way line of 1st Avenue North, as now established; thence runs S. 83°23' E. along said Northerly right-of-way line of 1st Avenue North, a distance of 123.88 feet; thence run N 11°18' W., a distance of 229.44 feet to the aforesaid Southerly right-of-way line of 2nd Avenue North, thence run S. 88°05' W. along said Southerly right-of-way line, a distance of 113.10 feet to the point of beginning.

A/K/A: 115 N 11th St., Jacksonville Beach, FL 32250 / Parcel # 177305-0010

And

PARCEL NO.1: A part of Government Lot 3, Section 33, Township 2 South, Range 29 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the Northwestern corner of Lot 6, Block 30, ATLANTIC PARK, as recorded in Plat Book 9, page 15 of the current public records of said county; thence South 88°05' West, along an Easterly projection of the Southerly right of way line of Second (2nd) Avenue North as now established as an 80 foot right of way, a distance of 50.69 feet to its intersection with the Westerly right of way line of Tenth (10th) Street North as now established as a 50 foot right of way; thence continue South 88°05' West, along said Southerly right of way line of Second (2nd) Avenue North, a distance of 55.37 feet to the point of beginning; thence continue South 88°05' West, along said Southerly right of way line of Second (2nd) Avenue North, a distance of 96.70 feet; thence South 11°18' East, parallel with said westerly right of way line of Tenth (10th) Street North, a distance of 114.72 feet; thence South 87°25'32" East, a distance of 78.24 feet; thence North 01°55' West, a distance of 119.31 feet to the point of beginning. PARCEL NO. 2: A part of Government Lot 3, Section 33, Township 2 South, Range 29 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the Northwestern corner of Lot 6, Block 30, ATLANTIC PARK, as recorded in Plat Book 9, page 15 of the current public records of said county; thence South 88°05' West, along an Easterly projection of the Southerly right of way line of Second (2nd) Avenue North as now established as an 80 foot right of way, a distance of 50.69 feet to its intersection with the Westerly right of way line of Tenth (10th) Street North as now established as a 50 foot right of way; and the point of beginning; thence continue South 88°05' West, along said Southerly right of way line of Second (2nd) Avenue North, a distance of 55.37 feet; thence South 01°55' East, a distance of 119.31 feet; thence South 87°25'32" East, a distance of 76.35 feet to said Westerly right of way line of Tenth (10th) Street North; thence North 11°18' West, along said Westerly right of way line, a distance of 127.00 feet to the point of beginning.

RE#: 177307-0000

LEGAL DESCRIPTION OF APPLICANT'S PROPERTY

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CORPORATE LIMITS OF JACKSONVILLE BEACH, ,DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88° 05' 00" WEST BY AND ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 50.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 10TH STREET, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 11° 18' 00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 11° 18' 00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.61 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A RIGHT-OF-WAY VARIED WIDTH AS NOW ESTABLISHED; THENCE NORTH 83° 18' 00" WEST BY AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.81 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN O.R. BOOK 4507, PAGE 452, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 11° 18' 00" WEST BY AND ALONG SAID EASTERLY BOUNDARY AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET, A DISTANCE OF 114.92 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN O.R. BOOK 3721, PAGE 492(EX) AND O.R. BOOK 5567, PAGE 996 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87° 25' 32" EAST BY AND ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 154.59 FEET TO THE

**AGENT
AUTHORIZATION
PROOF OF OWNERSHIP**

AGENT AUTHORIZATION

October 21, 2021

To Whom It May Concern:

This letter is to authorize Zach Miller, Esq. to sign and act as agent for submittal, amendment and approval of applications for a ROW Abandonment for properties with the following real estate numbers: 177307-0000 177305-0010 177306-0000

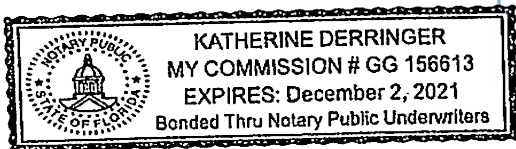
By: Beach Block Townhomes LLC

Name: Alex Sifakis

Title: Managing Member

COUNTY OF DUVAL
STATE OF FLORIDA

The foregoing was acknowledged before me this 21st day of October, 2020 by Alex Sifakis as Managing Member of Beach Block Townhomes, LLC on behalf of the _____. He/She is personally known to me or produced n/a - personally known as identification.



Notary Public Signature

Print Name: Katherine Derringer

Commission Expires: 12/2/2021

Prepared under the direction of and return to:

Ian McKillop
McKillop Law Firm, PL
7563 Philips Highway
Building 500
Jacksonville, FL 32256
File Number: 20-1335
Consideration: \$0.00

QUITCLAIM DEED

This Quitclaim Deed is made this 1st day of February, 2021 by **JWB Real Estate Capital, LLC, a Florida Limited Liability Company**, whose post office address is 7563 Philips Hwy, Suite 208, Jacksonville, FL 32256 (whether singular or plural, "Grantor"), to and in favor of **Beach Block Townhomes LLC, a Florida Limited Liability Company**, whose post office address is 7563 Philips Highway, Suite 208, Jacksonville, FL 32256 (whether singular or plural, "Grantee").

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Duval, FL, (the "Property"):

PARCEL 1

A part of Government Lots 3 and 6, Section 33, Township 2 South, Range 29 East, Duval County, Florida, said part being more particularly described as follows: For the point of beginning commence at the intersection of the East line of the Castro Y Ferrer Grant, Section 38, Township 2 South, Range 29 East With the Southerly right-of-way line of 2nd Avenue North (formerly Willard Avenue) as now established as an 80 foot right-of-way, said East line of the Castro Y Ferrer Grant, Section 38, also being the Easterly right-of-way line of 11th Street, as now established as a 40 foot right-of-way; thence run S. 9°37' E. along said East line of the Castro Y Ferrer Grant, a distance of 209.86 feet to the Northerly right-of-way line of 1st Avenue North, as now established; thence runs S. 83°23' E. along said Northerly right-of-way line of 1st Avenue North, a distance of 123.88 feet; thence run N 11°18' W., a distance of 229.44 feet to the aforesaid Southerly right-of-way line of 2nd Avenue North, thence run S. 88°05' W. along said Southerly right-of-way line, a distance of 113.10 feet to the point of beginning.

A/K/A: 115 N 11th St., Jacksonville Beach, FL 32250 / Parcel # 177305-0010

****This instrument is being recorded to eliminate any outstanding interest as a result of the Quit Claim Deed recorded in OR BK 19422, PG 920.****

To have and to hold the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use and benefit of the Grantee forever.

SUBJECT TO taxes for 2021 and subsequent years, not yet due and payable, and covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creating or reimposing same.

This Property is not the constitutional homestead of the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witness Signature: [Signature]
Witness Name: Ian McKillop

Witness Signature: [Signature]
Witness Name: Arbey McKillop

JWB Real Estate Capital, LLC, a Florida Limited Liability Company

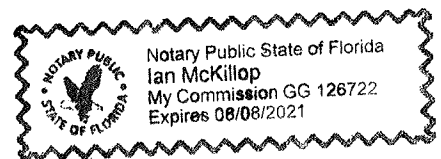
[Signature]
Adam Rigel, Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of February, 2021, by **Adam Rigel, Manager of JWB Real Estate Capital, LLC, a Florida Limited Liability Company**, who is personally known to me or who produced the identification set forth below.

[Signature]
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____



Prepared under the direction of and return to:

Ian McKillop
McKillop Law Firm, PL
7563 Philips Highway
Building 500
Jacksonville, FL 32256
File Number:
Consideration

WARRANTY DEED

This Warranty Deed made this 28th day of December, 2020 between **JWB Real Estate Capital, LLC, a Florida limited liability company** whose post office address is **7563 Philips Highway, Suite 208, Jacksonville, FL 32256** (whether singular or plural, "Grantor"), and **Beach Block Townhomes, LLC, a Florida limited liability company**, whose post office address is **7563 Philips Highway, Suite 208, Jacksonville, FL 32256** (whether singular or plural, "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees)

WITNESSETH, that Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Duval, FL, (the "Property"):

PARCEL NO.1: A part of Government Lot 3, Section 33, Township 2 South, Range 29 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the Northwestern corner of Lot 6, Block 30, ATLANTIC PARK, as recorded in Plat Book 9, page 15 of the current public records of said county; thence South 88°05" West, along an Easterly projection of the Southerly right of way line of Second (2nd) Avenue North as now established as an 80 foot right of way, a distance of 50.69 feet to its intersection with the Westerly right of way line of Tenth (10th) Street North as now established as a 50 foot right of way; thence continue South 88°05" West, along said Southerly right of way line of Second (2nd) Avenue North, a distance of 55.37 feet to the point of beginning; thence continue South 88°05" West, along said Southerly right of way line of Second (2nd) Avenue North, a distance of 96.70 feet; thence South 11°18" East, parallel with said westerly right of way line of Tenth (10th) Street North, a distance of 114.72 feet; thence South 87°25'32" East, a distance of 78.24 feet; thence North 01°55' West, a distance of 119.31 feet to the point of beginning. **PARCEL NO. 2:** A part of Government Lot 3, Section 33, Township 2 South, Range 29 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the Northwestern corner of Lot 6, Block 30, ATLANTIC PARK, as recorded in Plat Book 9, page 15 of the current public records of said county; thence South 88°05" West, along an Easterly projection of the Southerly right of way line of Second (2nd) Avenue North as now established as an 80 foot right of way, a distance of 50.69 feet to its intersection with the Westerly right of way line of Tenth (10th) Street North as now established as a 50 foot right of way; and the point of beginning; thence continue South 88°05' West, along said Southerly right of way line of Second (2nd) Avenue North, a distance of 55.37 feet; thence South 01°55' East, a distance of 119.31 feet; thence South 87°25'32" East, a distance of 76.35 feet to said Westerly right of way line of Tenth (10th) Street North; thence North 11°18" West, along said Westerly right of way line, a distance of 127.00 feet to the point of beginning.

RE#: 177307-0000

Address: 1010 2nd Ave. Jacksonville Beach, FL 32250

Together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever. And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land, that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, and that the Property is free of all encumbrances except taxes for 2020 and subsequent years and covenants, restrictions, easement and reservations of record, if any, without the intention of creating or reimposing same.

This Property is not the constitutional homestead of the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witness Signature: [Signature]

Witness Name: Hasanah Combs

Witness Signature: [Signature]

Witness Name: Katherine Derringer

JWB Real Estate Capital, LLC, a Florida limited liability company

[Signature]
By: Adam Rigel, its Manager

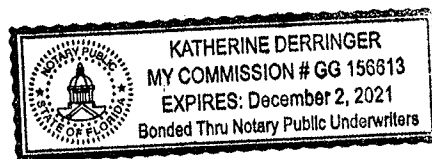
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of December, 2020, by Adam Rigel, who is personally known to me or who produced the identification set forth below.

[Signature]

Signature of Notary Public

Print, Type/Stamp Name of Notary



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: n/a

Prepared under the direction of and return to:

Ian McKillop
McKillop Law Firm, PL
7563 Philips Highway
Building 500
Jacksonville, FL 32256
File Number: 20-1401
Consideration: \$1,400,000.00

WARRANTY DEED

This Warranty Deed made this 31st day of December, 2020 between **Paul A. McGovern, a married man**, whose post office address is PO BOX 49118, Jacksonville Beach, FL 32240 (whether singular or plural, "Grantor"), and **Beach Block Townhomes LLC, a Florida Limited Liability Company**, whose post office address is 7563 Philips Highway, Suite 208, Jacksonville, FL 32256 (whether singular or plural, "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees)

WITNESSETH, that Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Duval, FL, (the "Property"):

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CORPORATE LIMITS OF JACKSONVILLE BEACH, ,DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88° 05' 00" WEST BY AND ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 50.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 10TH STREET, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 11° 18' 00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 11° 18' 00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.61 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A RIGHT-OF-WAY VARIED WIDTH AS NOW ESTABLISHED; THENCE NORTH 83° 18' 00" WEST BY AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.81 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN O.R. BOOK 4507, PAGE 452, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 11° 18' 00" WEST BY AND ALONG SAID EASTERLY BOUNDARY AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET, A DISTANCE OF 114.92 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN O.R. BOOK 3721, PAGE 492(EX) AND O.R. BOOK 5567, PAGE 996 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87° 25' 32" EAST BY AND ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 154.59 FEET TO THE

**WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET AND THE
POINT OF BEGINNING.**

RE#: 177306-0000

Address: 1005 1st Avenue North, Jacksonville Beach, FL 32250

Together with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever. And Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land, that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, and that the Property is free of all encumbrances except taxes for 2020 and subsequent years and covenants, restrictions, easement and reservations of record, if any, without the intention of creating or reimposing same.

This Property is not the constitutional homestead of the Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witness Signature: _____

Witness Name: Luke McGovern

Witness Signature: _____

Witness Name: Julia McKillop

Paul A. McGovern
Paul A. McGovern

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization this 31st day of December, 2020, by Paul A. McGovern.

Julia McKillop
Signature of Notary Public
Print, Type/Stamp Name of Notary



JULIA MCKILLOP
Commission # GG 955055
Expires February 26, 2024
Bonded Thru Budget Notary Services

Personally Known: _____ OR Produced Identification: X

Type of Identification

Produced: FL DL

CRITERIA FOR ROW ABANDONMENT

RIGHT OF WAY ABANDONMENT APPLICATION

January 10, 2022

Preamble:

The proposed application is to vacate ten (10) feet of right-of-way on 2nd Avenue North and ten (10) feet of right-of-way on 1st Avenue North, both between 10th Street North and 11th Street North (the ROW Property”), all of which are immediately adjacent to the applicant’s property (the “Applicant’s Property”). Please see attached legal description and sketch showing the ROW Property.

The application is filed in conjunction with an already filed (as amended) application for rezoning to planned unit development for the applicant’s property (the “PUD Application”). The PUD Application is to allow thirty-eight (38) townhouse units on the Applicant’s Property. Specifically, the PUD Application seeks to develop property with fee simple townhouses. The Applicant’s Property is designated High-Density Residential on the City of Jacksonville Beach Future Land Use Map (“FLUM”) and currently is occupied by apartments and, per the FLUM, may be developed with more than fifty (50) units at a density of forty (40) units an acre. Unlike other townhouse developments, the PUD Application seeks approval of a site plan (preliminary development plan, per the LDC) which provides internal access to the townhouses via two internal driveways, thereby negating the need for each townhouse to have driveway access directly to the adjacent rights-of-way.

During the review process of the PUD Application, Beaches Energy provided the comment that, per its internal policy, any easement for electric utilities would need to be within “private property” and not within the adjacent right-of-way. Because the site plan for the PUD Applications calls for reduced setbacks along 1st Avenue North and 2nd Avenue North there is not sufficient space to accommodate Beaches Energy’s internal policy requirement of ten (10) feet of clear space on private property and accommodate the internal access drives. The applicant’s representatives met with and had several rounds of communication with Beaches Energy and the Public Works Department. During these communications, the Applicant proposed vacating the ROW Property so that the ten (10) foot clear space for the electric easements were on private property and not the right-of-way. While this proposal would not change the design, layout, density, or any substantive portion of the development proposal, it would meet Beaches Energy’s internal policy that the electric easement be on private property and not within the rights-of-way.

Departmental Review Criteria.

ELECTRIC UTILITY DEPARTMENT

- 1. The Electric Utility Department conducts records check and field inspection to determine if there are any existing overhead or underground electric facilities located**

within the right-of-way or easement that is proposed to be closed. If such facilities are present, the Department will make a determination if the close can be made without affecting the integrity of the electric system.

There are currently no underground electric utilities within the ROW Property. There is an overhead electric transmission line which crosses 2nd Avenue North and is partially within the area to be abandoned. This transmission line is anchored by a guy-wire which is on the Applicant's Property. Contingent upon approval of this Application, the applicant will provide any and all easements deemed necessary by Beaches Energy and any other department/utility provided within the ROW Property, including any necessary for the overhead transmission lines and relocated guy-wire. The applicant will also release any and all claims Applicant may have against the City and Beaches Energy for the guy-wire located on Applicant's Property.

- 2. In the case of any alley right of way, if there are electric facilities within the right of way or easement, then the Department will recommend that the application not be approved. In some such instances arrangements may be made for facilities to be removed or relocated at the applicant's expense.**

Not applicable as the ROW Property is not an "alley right-of-way."

- 3. In the case of a partial or complete road right-of-way closing, the recommendation would be based on a case-by-case determination of accessibility to the Department's facilities.**

Not applicable. The partial closing will not have an effect on access to facilities. The ROW Property does not include any portion of the existing roadway. The portion of the ROW Property on 2nd Avenue North is eighty (80) feet wide and the road is approximately twenty (20) feet wide. The portion of the ROW Property on 1st Avenue North is approximately sixty-five (65) feet to seventy-five (75) feet in width and the road is approximately twenty (20) feet wide.

FIRE DEPARTMENT

- 1. The primary concern of the Fire Department is access to buildings, fire hydrants or fire department connections.**

The Department will generally recommend disapproval of a right of way or easement closing which would make any point of a building located in excess of 200 feet from a fire/rescue pumper parked at the street.

The abandonment of the ROW Property will not render any existing or proposed building in excess of 200 feet from a fire/rescue pumper parked on the street.

2. **All buildings are to be located within 300 feet of a fire hydrant as measured along the travel route of the fire/rescue pumper.**

The buildings within the proposed development will comply with this requirement.

PLANNING AND DEVELOPMENT DEPARTMENT

- 1 **The Planning and Development Department checks all applications to close a public alley or street right of way to ensure no other properties are left without frontage on another public street.**

The Applicant's Property will still have frontage on public rights-of-way and private rights-of-way (internal access drives owned by the owner's association) if the ROW Property is abandoned.

- 2 **Utilizing an alley or easement as the principal means of access to a lot or parcel of land is not permitted in Jacksonville Beach.**

The primary means of access to the proposed development will be the internal access drives.

3. **The Planning and Development Department compiles the responses received from the other property owners who might be affected by the proposed right of way or easement closing. As a general rule, if an abutting property owner objects, it is considered to be sufficient evidence that the right of way or easement has a public purpose and should be retained as such. An application may wish to discuss the request to close the right of way or easement with the adjacent property owners before submitting an application.**

The only property owner that abuts the ROW Property is the applicant.

4. **In the case of a partial street right of way closing, it is the City's policy to close the section for the entire length of the block and not just the portion which abuts the applicant's property.**

The Applicant's Property comprises the entire block and the portions of the ROW Property on 1st Avenue North and 2nd Avenue North run the entire length of the block. Therefore, the proposed abandonment complies with this policy.

POLICE DEPARTMENT

1. **The Police Department reviews right of way or easement closing requests to determine that an officer can readily access a business, residence or other property by use of an alternate street or public accessway.**

Abandonment of the ROW Property will not affect access to the Applicant's Property or any other property.

PUBLIC WORKS DEPARTMENT

1. **The Public Works Department conducts a records check and field survey to ascertain the presence of any existing water, sewer, or storm drainage facilities with the area proposed to be closed. This may include water and sewer lines or drainage pipe, swales or ditches.**

There are currently no water, sewer or storm drainage facilities within the ROW Property. The applicant will provide any easements over the ROW Property as requested by the City, any department and/or any utility provider.

2. **The Public Works Department evaluates the particular installation to determine if the closure will adversely affect maintenance and repair functions and assess the potential disruption of departmental service delivery activities resulting from future development of the abandoned right of way or easement. The review of drainage system concerns relates to the potential for flooding or increased difficulty in maintaining drains as a result of the closure.**

Currently there are no public works facilities within the ROW Property or for which the ROW Property provides access. The proposed development requires a vaulted retention system whereas the current apartment complex provides no retention system.

CITY COUNCIL/CITY MANAGER

1. **Following a review of the information supplied by the reviewing departments, the City Council and City Manager will make a determination if there is an overwhelming public interest in retaining the road or alley right of way or the public easement. This determination will be made by balancing the reasons given by the applicant in support of the closure when weighed against the present or future needs of the City. In other words, there must be a significant public purpose that will be served if the right of way or easement is turned over to a private owner.**

2nd Avenue North is eighty (80) feet wide. 1st Avenue North is approximately sixty-five (65) feet to seventy-five (75) feet wide. The streets located within the respective rights-of-way are approximately twenty (20) feet in width.

Because of the size of the existing rights-of-way compared to the existing street, the ROW Property currently provides no public benefit nor is there any expectation in the future that it will be needed to provide a public benefit. The ROW Property functions as unused space bordering existing local roads.

Because the applicant owns the entire block, there is no other property affected by the proposed abandonment.

Vacating the ROW Property will allow the applicant to comply with Beaches Energy's internal policy that electric utilities be located on private property and not public rights-of-way. Vacating the ROW Property will allow compliance with this policy and will allow the applicant to develop Applicant's Property pursuant to the PUD Application and site plan. This development provides the following benefits:

- *Replaces an existing apartment complex built in 1974 with no retention system and no amenities with new fee simple townhouses, a vaulted retention system and amenities.*
- *Allows development of thirty-eight (38) units at a density of twenty-six (26) units an acre instead of more than fifty (50) apartments at a density of forty (40) units per acre as allowed under the FLUM designation.*
- *Allows the units to be served by two (2) internal driveways instead of each unit having its own driveway which connects directly to the street.*
- *The applicant will construct twenty-six (26) public parking spaces. The public parking spaces will have a four (4) hour limit.*
- *Allow the zoning of the Applicant's Property to be consistent with the FLUM designation Specifically, the FLUM designation of the Applicant's Property is high-density residential which requires a minimum density of twenty-one (21) units per acre and a maximum density of forty (40) units per acre (See Policy LU 1.2.1(3)).*
- *The Applicant will grant any and all easements required by the City or any utility provider within the ROW Property.*
- *Applicant will waive any and all claims it may have against the City and its departments for placement of the guy-wire on the Applicant's Property.*

Per the criteria, the analysis for the City Manager and the City Council is balancing the reasons given by the Applicant for the closure against the present and future benefits the ROW Property provides the City/public. As provided above, the ROW Property provides no benefit to the City or public nor is there any expectation that the ROW Property will provide benefit to the City or Public. Thus, the required analysis is balancing no benefit versus the benefits outlined above. Logically, the Applicant meets this criterion.

**LEGAL DESCRIPTION OF ROW
PROPERTY TO BE ABANDONED**

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

RIGHT OF WAY PARCEL NO. 1:
BEING A PORTION OF 2ND AVENUE NORTH, LYING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST, 50.68 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 489 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05'00" WEST ALONG THE NORTHERLY LINE OF SAID LANDS AND ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19570, PAGE 1957 OF SAID PUBLIC RECORDS, SAME BEING THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH, BEING AN 80 FOOT WIDE RIGHT OF WAY, 265.29 FEET TO THE NORTHWEST CORNER OF LAST MENTIONED LANDS; THENCE NORTH 09°37'00" WEST ALONG THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF 11TH STREET NORTH, BEING A 40 FOOT WIDE RIGHT OF WAY, 10.09 FEET; THENCE NORTH 88°05'00" EAST, 264.99 FEET; THENCE SOUTH 11°18'00" EAST ALONG THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF 10TH STREET NORTH, BEING A 50 FOOT WIDE RIGHT OF WAY, 10.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 2,651 SQUARE FEET, MORE OR LESS.

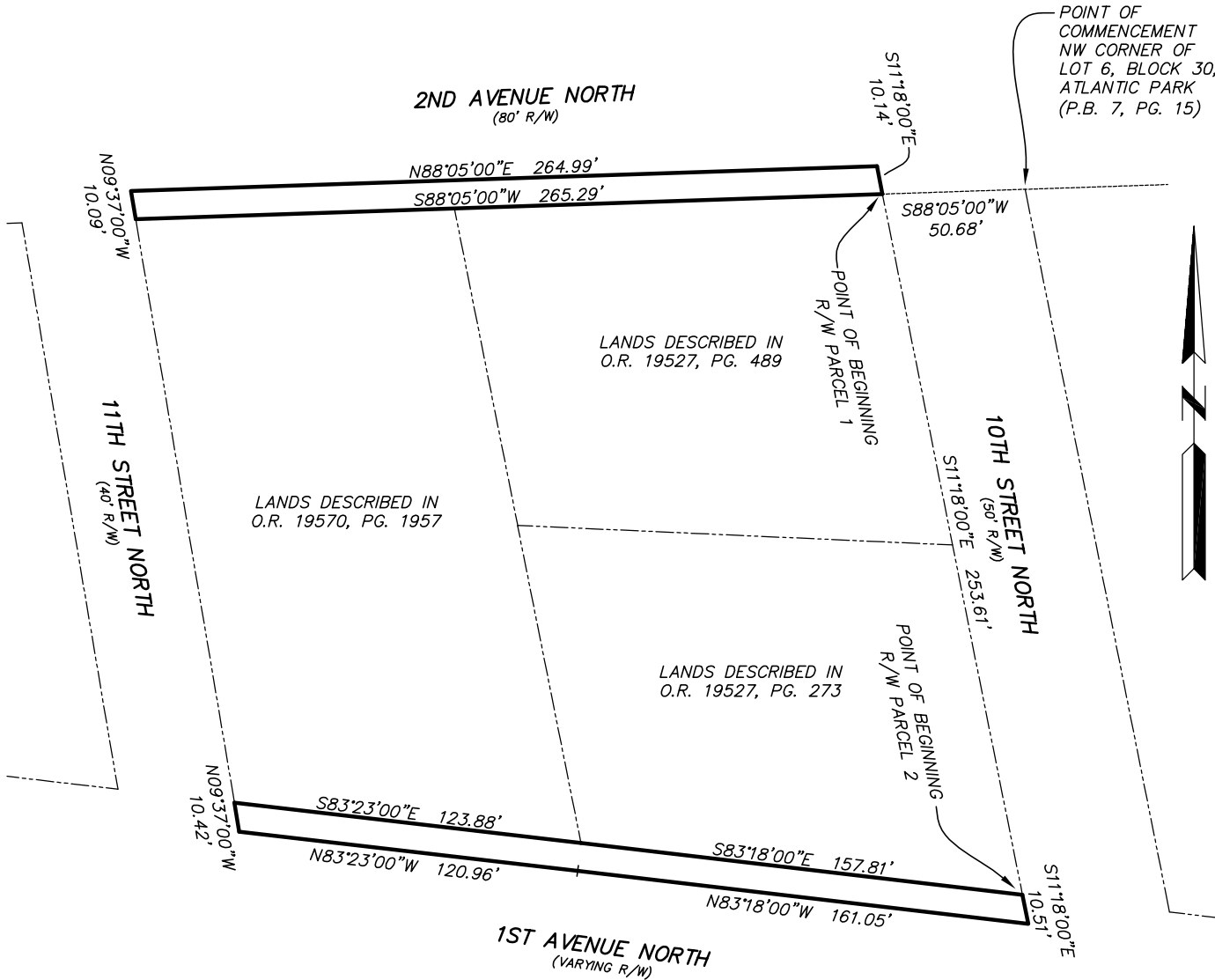
RIGHT OF WAY PARCEL NO. 2:
BEING A PORTION OF 1ST AVENUE NORTH, LYING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST, 50.68 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 48 OF SAID PUBLIC RECORDS; THENCE SOUTH 11°18'00" EAST ALONG THE EASTERLY LINE OF SAID LANDS AND ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 273 OF SAID PUBLIC RECORDS, SAME BEING THE WESTERLY RIGHT OF WAY LINE OF 10TH STREET NORTH, BEING A 50 FOOT WIDE RIGHT OF WAY, 253.61 FEET TO THE SOUTHEAST CORNER OF LAST MENTIONED LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 11°18'00" EAST ALONG THE SOUTHERLY EXTENSION OF SAID WESTERLY RIGHT OF WAY LINE, 10.51 FEET; THENCE NORTH 83°18'00" WEST, 161.05 FEET; THENCE NORTH 83°23'00" WEST, 120.96 FEET; THENCE NORTH 09°37'00" WEST ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF 11TH STREET NORTH, BEING A 40 FOOT WIDE RIGHT OF WAY, 10.42 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19570, PAGE 1957 OF SAID PUBLIC RECORDS; THENCE SOUTH 83°23'00" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH, BEING A VARIABLE WIDTH RIGHT OF WAY, 123.88 FEET TO THE SOUTHEAST CORNER OF LAST MENTIONED LANDS AND THE SOUTHWEST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 273; THENCE SOUTH 83°18'00" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS AND CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH, 157.81 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 2,818 SQUARE FEET, MORE OR LESS.

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PORTION OF 1ST AVENUE NORTH AND A PORTION OF 2ND AVENUE NORTH, LYING IN SECTION 33,
TOWNSHIP 2 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH,
PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

SHEET 2 OF 2

NOTES

- Bearings are based on the DEED OF RECORD.
- This is a SKETCH AND LEGAL DESCRIPTION
- Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
- There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

- ⊙ DENOTES CONCRETE MONUMENT
- x-x DENOTES FENCE
- DENOTES 1/2" IRON PIPE SET WITH CAP, L.B. 8295
- DENOTES IRON PIPE FOUND (NOTED)

DATE	12-17-21
SCALE	1"=60'
JOB No.	2018-418-3
F.B.	-
page	-
Comp. File	20-418.dwg
Drawn by	WJM

MELROSE SURVEYING AND MAPPING, INC.

PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 100
JACKSONVILLE, FLORIDA 32224
L.B. No. 8295
(18,1904) 721-1226

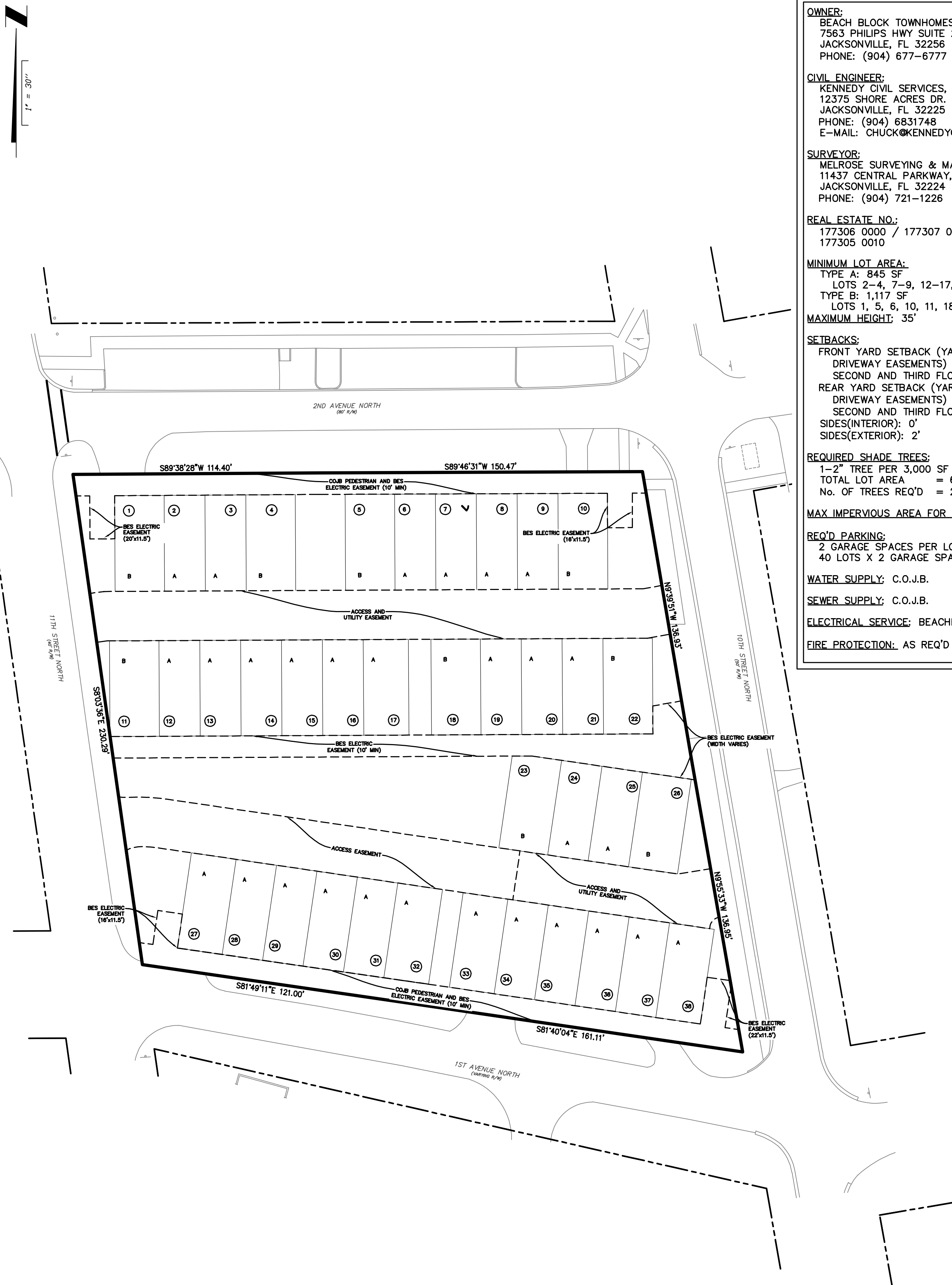
THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, (formerly CHAPTER 61G17-6), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES.

BY: WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED
LAND SURVEYOR, CERTIFICATE No. 8843

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	F.M.	Field Measured
O.R.V.	Official Records Volume	R=	Radius equals
D.B.	Deed Book	L=	Arc Length equals
Pg.	page	Ch.=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ=	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

SITE PLANS



OWNER:
BEACH BLOCK TOWNHOMES, LLC
7563 PHILIPS HWY SUITE 208
JACKSONVILLE, FL 32256
PHONE: (904) 677-6777

CIVIL ENGINEER:
KENNEDY CIVIL SERVICES, INC.
12375 SHORE ACRES DR.
JACKSONVILLE, FL 32225
PHONE: (904) 6831748
E-MAIL: CHUCK@KENNEDYCIVILSERVICES.COM

SURVEYOR:
MELROSE SURVEYING & MAPPING, INC.
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FL 32224
PHONE: (904) 721-1226

REAL ESTATE NO.:
177306 0000 / 177307 0000 /
177305 0010

MINIMUM LOT AREA:
TYPE A: 845 SF
LOTS 2-4, 7-9, 12-17, 19-21, 24, 25, 27-38
TYPE B: 1,117 SF
LOTS 1, 5, 6, 10, 11, 18, 22, 23, 26
MAXIMUM HEIGHT: 35'

SETBACKS:
 FRONT YARD SETBACK (YARDS FACING INTERIOR ACCESS
 DRIVEWAY EASEMENTS) - 2 FEET (FIRST FLOOR),
 SECOND AND THIRD FLOORS - 0 FEET (FOR BALCONIES ONLY).
 REAR YARD SETBACK (YARDS OPPOSITE FROM INTERIOR ACCESS
 DRIVEWAY EASEMENTS) - 2 FEET (FIRST FLOOR),
 SECOND AND THIRD FLOORS - 0 FEET (FOR BALCONIES ONLY).
 SIDES(INTERIOR): 0'
 SIDES(EXTERIOR): 2'

REQUIRED SHADE TREES:
 1-2" TREE PER 3,000 SF OF DEVELOPED AREA
 TOTAL LOT AREA = 66,899 SF
 No. OF TREES REQ'D = 22 @ 2" (11 @ 4")

MAX IMPERVIOUS AREA FOR PROJECT: 80%

REQ'D PARKING:
2 GARAGE SPACES PER LOT
40 LOTS X 2 GARAGE SPACES = 80 TOTAL SPACES

WATER SUPPLY: C.O.J.B.

SEWER SUPPLY: C.O.J.B.

ELECTRICAL SERVICE: BEACHES ENERGY SERVICE

FIRE PROTECTION: AS REQ'D

LEGAL DESCRIPTION

PARCEL NO. 1:
A PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°05' WEST, ALONG AN EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY, A DISTANCE OF 50.69 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY; THENCE CONTINUE SOUTH 88°05' WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH, A DISTANCE OF 55.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05' WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH, A DISTANCE OF 96.70 FEET; THENCE SOUTH 11°18' EAST PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH, A DISTANCE OF 114.72 FEET; THENCE SOUTH 87°25'32" EAST, A DISTANCE OF 78.24 FEET; THENCE NORTH 01°55' WEST A DISTANCE OF 119.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,122 SQUARE FEET AND/OR 0.23± ACRES, MORE OR LESS.

PARCEL NO. 2:
A PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°05' WEST, ALONG AN EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY, A DISTANCE OF 50.69 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05' WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF (2ND) AVENUE NORTH, A DISTANCE OF 55.37 FEET; THENCE SOUTH 01°55' EAST A DISTANCE OF 119.31 FEET; THENCE SOUTH 87°25'32" EAST A DISTANCE OF 76.35 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH; THENCE NORTH 11°18' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 127.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,985 SQUARE FEET AND/OR 0.18± ACRES, MORE OR LESS.

TOGETHER WITH:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CORPORATE LIMITS OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST BY AND ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 50.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 10TH STREET, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 11°18'00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 11°18'00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.61 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A RIGHT-OF-WAY VARIED WIDTH AS NOW ESTABLISHED; THENCE NORTH 83°18'00" WEST BY AND ALONG SAID NORTH NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.81 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5507, PAGE 452, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 11°18'00" WEST BY AND ALONG SAID EASTERLY BOUNDARY WITH A VARIATION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET, A DISTANCE OF 114.92 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3721, PAGE 492 (EX) AND OFFICIAL RECORDS VOLUME 5567, PAGE 996 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87°25'32" EAST BY AND ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 154.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET AND THE POINT OF BEGINNING.

ALSO TOGETHER WITH:

A PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH (FORMERLY WILLARD AVENUE) AS NOW ESTABLISHED AS AN 80 FOOT RIGHT-OF-WAY, SAID EAST LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 11TH STREET, AS NOW ESTABLISHED AS A 40 FOOT RIGHT-OF-WAY; THENCE RUN S. 93° 7' E. ALONG SAID EAST LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 109.66 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, AS NOW ESTABLISHED; THENCE RUN S. 43° 23' E. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A DISTANCE OF 111.87 FEET TO THE POINT OF BEGINNING; A DISTANCE OF 229.44 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, THENCE RUN S. 88° 05' W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 113.10 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY DESCRIBED IN OR BOOK 4507, PAGE 452 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

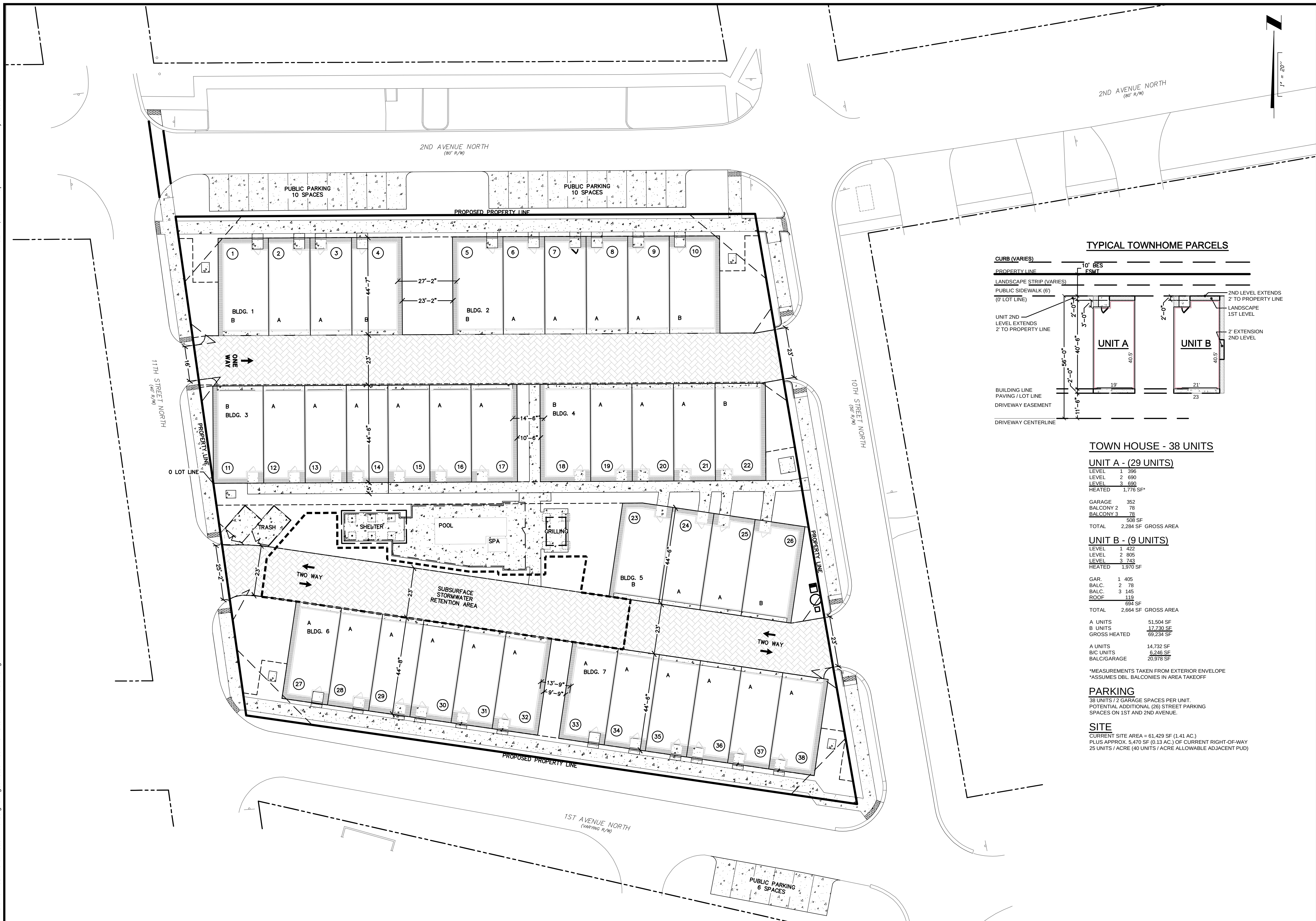
ALSO TOGETHER WITH:

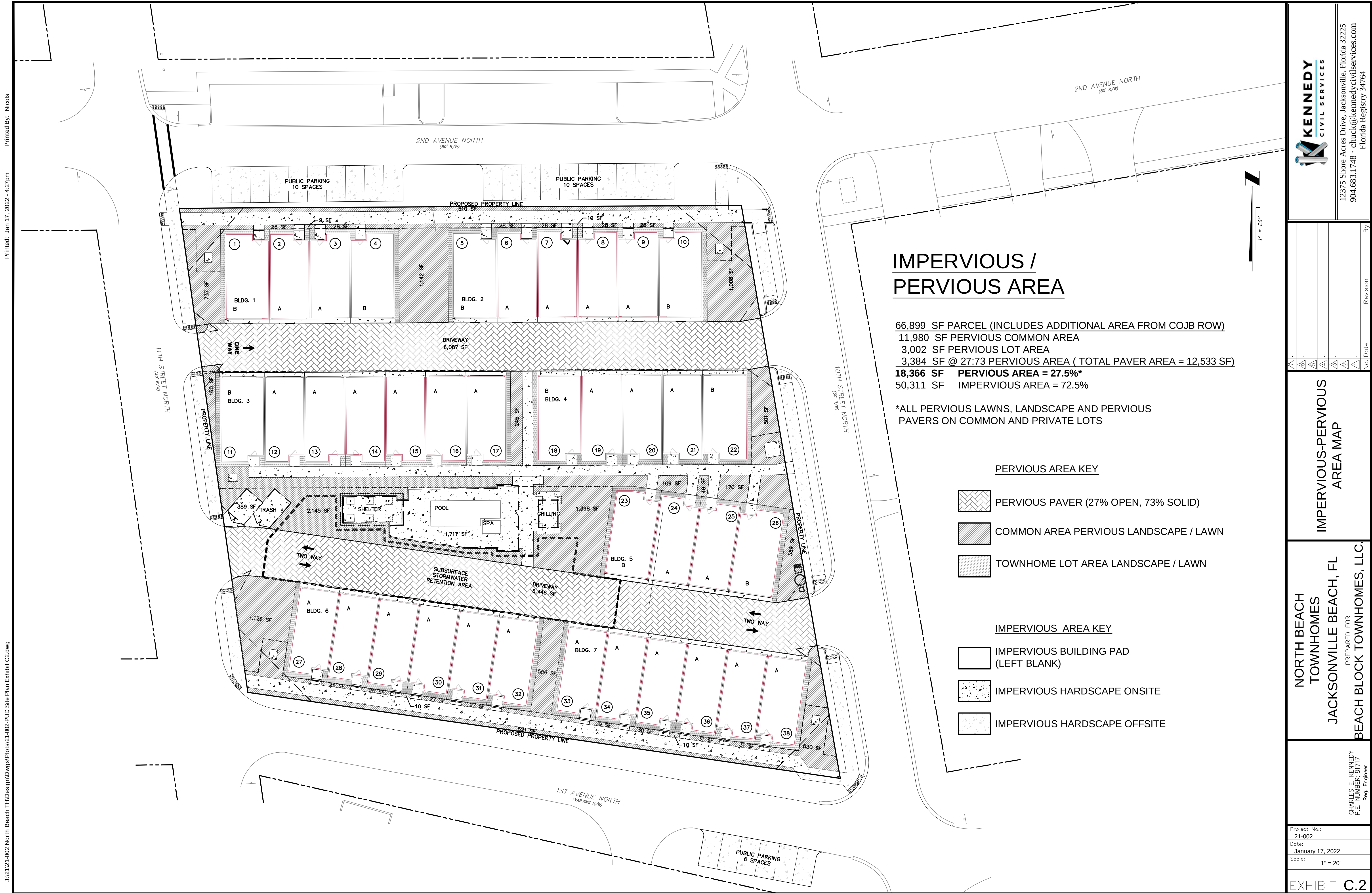
RIGHT OF WAY PARCEL NO. 1: BEING A PORTION OF 2ND AVENUE NORTH, LYING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST, 50.68 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 489 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05'00" WEST ALONG THE NORTHERLY LINE OF SAID LANDS AND ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19570, PAGE 1957 OF SAID PUBLIC RECORDS, SAME BEING THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH, BEING AN 80 FOOT WIDE RIGHT OF WAY, 265.29 FEET TO THE NORTHWEST CORNER OF LAST MENTIONED LANDS; THENCE NORTH 09°37'00" WEST ALONG THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF 11TH STREET NORTH, BEING A 40 FOOT WIDE RIGHT OF WAY, 10.09 FEET; THENCE NORTH 88°05'00" EAST, 264.99 FEET; THENCE SOUTH 11°18'00" EAST ALONG THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF 10TH STREET NORTH, BEING A 50 FOOT WIDE RIGHT OF WAY, 10.14 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 2,651 SQUARE FEET, MORE OR LESS.

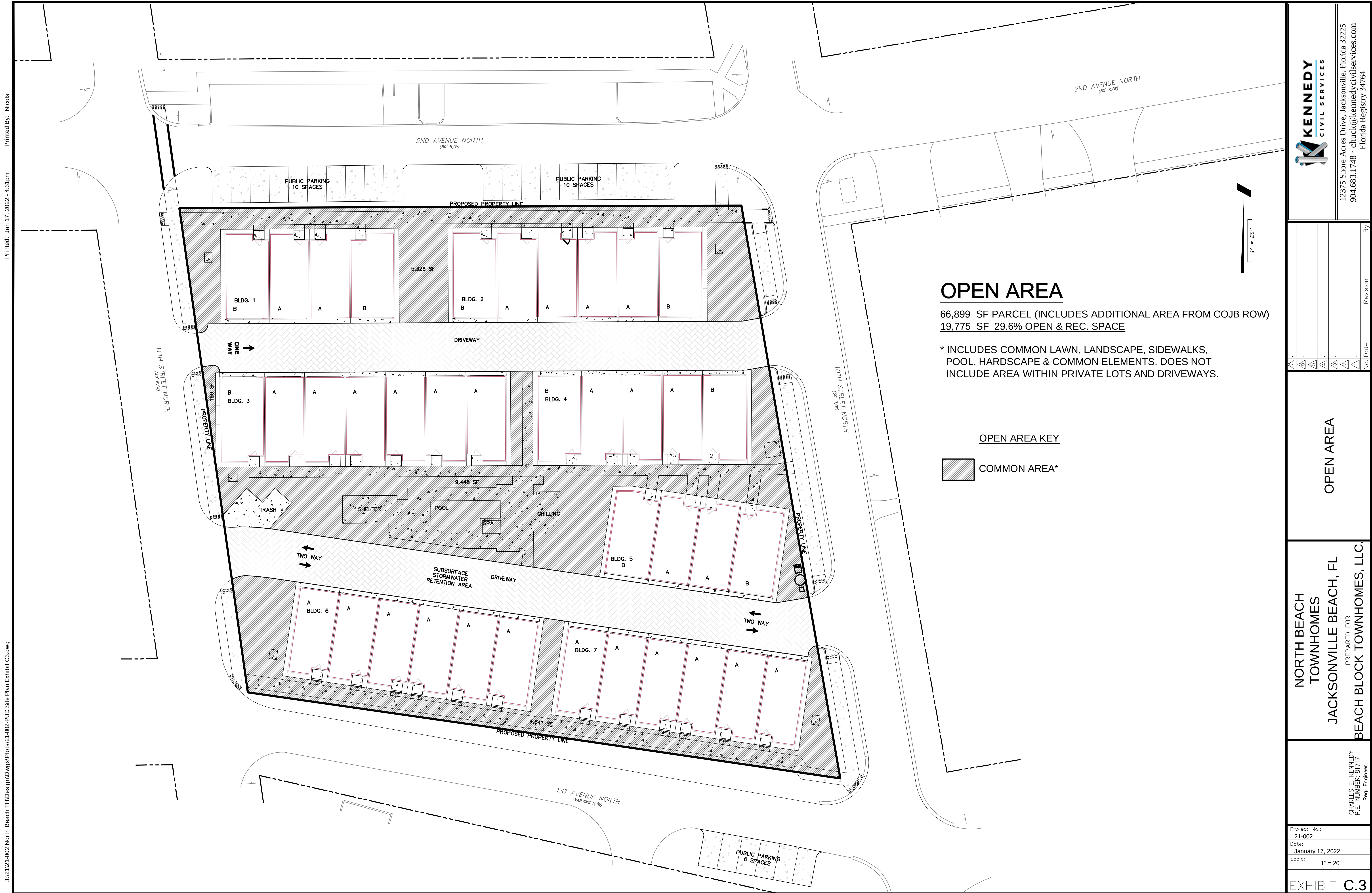
ALSO TOGETHER WITH:

RIGHT OF WAY PARCEL NO. 2, BEING A PORTION OF 1ST AVENUE NORTH, LYING IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST, 50.68 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 48 OF SAID PUBLIC RECORDS; THENCE SOUTH 11°18'00" EAST ALONG THE EASTERLY LINE OF SAID LANDS AND ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 273 OF SAID PUBLIC RECORDS, SAME BEING THE WESTERLY RIGHT OF WAY LINE OF 10TH STREET NORTH, BEING A 50 FOOT WIDE RIGHT OF WAY, 253.61 FEET TO THE SOUTHEAST CORNER OF LAST MENTIONED LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 11°18'00" EAST ALONG THE SOUTHERLY EXTENSION OF SAID WESTERLY RIGHT OF WAY LINE, 10.51 FEET; THENCE NORTH 83°18'00" WEST, 161.05 FEET; THENCE NORTH 83°23'00" WEST, 120.96 FEET; THENCE NORTH 09°37'00" WEST ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF 11TH STREET NORTH, BEING A 40 FOOT WIDE RIGHT OF WAY, 10.42 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19570, PAGE 1957 OF SAID PUBLIC RECORDS; THENCE SOUTH 83°23'00" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH, BEING A VARIABLE WIDTH RIGHT OF WAY, 123.88 FEET TO THE SOUTHEAST CORNER OF LAST MENTIONED LANDS AND THE SOUTHWEST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19527, PAGE 273; THENCE SOUTH 83°18'00" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS AND CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH, 157.81 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 2,818 SQUARE FEET, MORE OR LESS.

NORTH BEACH TOWNHOMES JACKSONVILLE BEACH, FL PREPARED FOR BEACH BLOCK TOWNHOMES, LLC.	CONCEPT PLAN FOR PLAT		No. <u> </u> Date <u> </u>	Revision <u> </u> By <u> </u>	 KENNEDY CIVIL SERVICES	12375 Shore Acres Drive, Jacksonville, Florida 32225 904.683.1748 - chuck@kennedycivilservices.com Florida Registry 34764
Project No.: 21-002 Date: <u>January 17, 2022</u> Scale: <u>1" = 30'</u>	CHARLES E. KENNEDY P.E. NUMBER: 81717 Reg. Engineer					
Sheet: <u>1</u>						





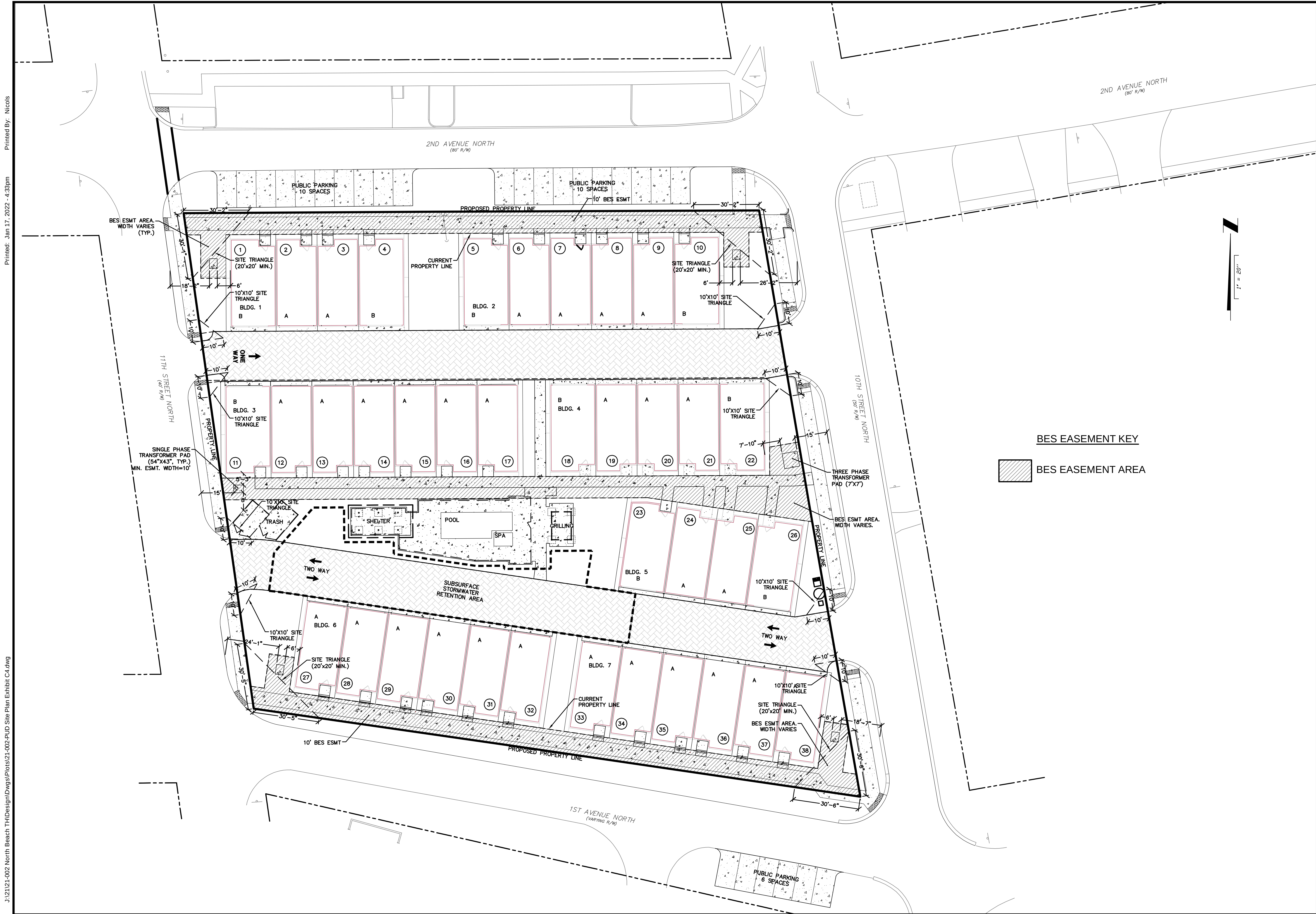


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	12375 Shore Acres Drive, Jacksonville, Florida 32225 904.683.1748 · chuck@kennedycivilservices.com Florida Registry 34764	
	No.	Date
OPEN AREA		
NORTH BEACH TOWNHOMES JACKSONVILLE BEACH, FL PREPARED FOR BEACH BLOCK TOWNHOMES, LLC.		
CHARLES E. KENNEDY P.E. NUMBER: 87717 Reg. Engineer	THIS DRAWING IS THE PROPERTY OF CONNELLY & WICKER INC. AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED ON REQUEST.	
Project No.: 21-002	Date: January 17, 2022	
Scale: 1" = 20'	Revision By	
EXHIBIT C.3		



Printed By: Nicols

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KENNEDY
CIVIL SERVICES

12375 Shore Acres Drive, Jacksonville, Florida 32225
904.683.1748 - chuck@kennedycivilservices.com
Florida Registry 34764

No.	Date	Revision	By

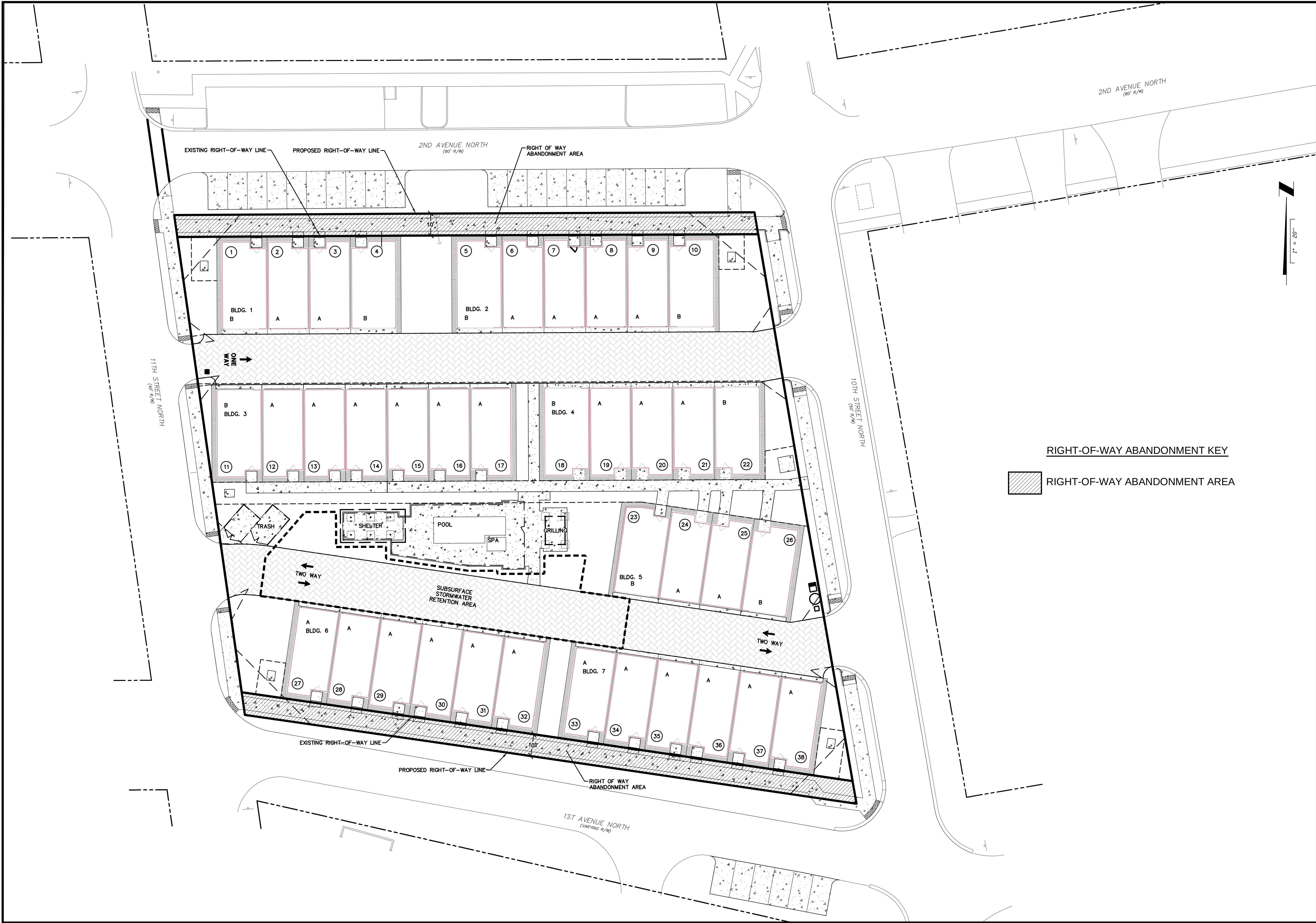
SITE TRIANGLES, BES
EASEMENTS, AND
TRANSFORMER
LOCATIONS

NORTH BEACH
TOWNHOMES
JACKSONVILLE BEACH, FL
PREPARED FOR
BEACH BLOCK TOWNHOMES, LLC.

CHARLES E. KENNEDY
P.E. NUMBER: 87717
Reg. Engineer

Project No.:
21-002
Date:
January 17, 2022
Scale:
1" = 20'

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RIGHT-OF-WAY ABANDONMENT KEY
RIGHT-OF-WAY ABANDONMENT AREA

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			



City of Jacksonville Beach • Public Works Dept. • 1460-A Shetter Ave. • Jacksonville Beach FL 32250

CITY COUNCIL CONSIDERATION ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	March 24, 2022
SUBJECT:	Right of Way Vacation Application #22-100011
	Beach Block Townhomes – a JWB Development

BACKGROUND

The Public Works (PW) Department reviews Right of Way (ROW) vacation requests for two (2) criteria as defined below:

1. The Public Works Department conducts a records check and field survey to ascertain the presence of any existing water, sewer, or storm drainage facilities with the area proposed to be closed. This may include water and sewer lines or drainage pipe, swales or ditches.
2. The Public Works Department evaluates the particular installation to determine if the closure will adversely affect maintenance and repair functions and assess the potential disruption of departmental service delivery activities resulting from future development of the abandoned right of way or easement. The review of drainage system concerns relates to the potential for flooding or increased difficulty in maintaining drains as a result of the closure.

There are two ROW vacation requests involved in this request:

1. The southern ten (10) feet of ROW along the 2nd Avenue North corridor.
2. The northern ten (10) feet of ROW along the 1st Avenue North corridor.

ROW vacation request area #1:

Criteria #1: PW has made utility locate requests for the area, and have determined that there are several utilities located in the area described as #1 above. There is an existing gas main, communication cables, electric cables, and utility boxes located in this ROW area. These utilities would require relocation out of the existing defined ROW into other areas in the ROW at the developers costs. This relocation may cause additional congestion in the ROW that is left in the area. The City has a 12" raw water line and a 16" forced sewer main in the ROW area on this side of the street.

Criteria #2: The raw water line and its maintenance are CRITICAL to allow access to the City well system and continue to provide potable water to the residents of Jacksonville Beach. The sewer forced main in the ROW transfers the sanitary sewer from lift station to the Pollution Control Plant (PCP). This line and its maintenance is CRITICAL to City services and maintenance ability is of an urgent capacity. While these lines do not appear to need to be relocated; relocating other utilities may crowd these primary service lines and create the inability to perform vital maintenance and excavation on these utilities. In addition there is a 6" potable water main and a 24" sanitary effluent force main located on the north side ROW of 2nd Ave.



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North. These again complicate the amount of utilities contained within this entire ROW and the potential congestion of this area.

These utility locations in the existing ROW do NOT include any additional infrastructure requirements for the construction of this development.

ROW vacation request area #2:

Criteria #1: PW has made utility locate requests for the area designated as #2 above, as well. There is a 6" PVC potable water main and fire hydrants located on the north side of 1st Avenue North in the ROW. This water main falls within the 10' area of the requested vacation area and would have to be relocated at developer's costs to allow placement outside of the 10' area, and allow ability to complete required repairs and maintenance. There is also a communication line presently buried underground within the ROW area. In addition, this vacation, if approved, would require the intersection at 1st Avenue North and 11th Street North to have to be rebuilt due to alignment issues, after the water main is relocated.

Criteria #2: PW is concerned with the amount of ROW left to complete required repairs and maintenance if this vacation is approved. In addition, the 10' reduction of the ROW on 1st Avenue North would leave approximately 58' of remaining ROW. The current minimum is 60' for a ditch/swale section according to the LDC.

These utility locations in the existing ROW do NOT include any additional infrastructure requirements for the construction of this development.

RECOMMENDATION

For the above mentioned concerns, PW does NOT recommend the approval of the ROW vacations for this project on either identified area.



FILE COPY

LeeAnn Bassabe

From: architect200@comcast.net
Sent: Sunday, February 13, 2022 1:05 PM
To: Planning Division
Subject: 38 unit proposal BEACH BLOCK TOWNHOMES # 22-1000111

HELLO HEATHER,

Please forward any further info that completes the pending request: ie street renderings /full app/ et al of this project for review, and any related COJB upcoming meeting dates.

My notes on the site plan :

the work can be best described as a poorly designed concept, given its clear regard for density & profit over all other considerations,

At loss is any ANY tree on the site, creating whats known in my field as a ground-scraper, ie destroy the natural environment favor of a permanent eyesore, one that faces a park!

Its stunning that the land use code supports such setbacks, lot coverage, mystery retention, and lack of context.

To abandon any right of way in favor of this design

Is a request that should be summarily dismissed by the planning department, public works, as well as the city council.

I write as a nearby Home Owner as well as a practicing Architect,

Please advise, Michael

Michael Dunlap Architect PA
1120 2nd Avenue North
Jacksonville Beach, FL 32250

www.michaeldunlap.com
architect200@comcast.net
904.476.6380