



Agenda City Council

Monday, April 19, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

21-068 Special Council Meeting held on March 31, 2021

21-069 Regular Council Meeting held on April 5, 2021

21-070 Special Council Meeting held on April 8, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

21-071 Presentation of the Wave Maker Award to Beaches Go Green

CITY CLERK

CITY MANAGER

21-072 Accept/Reject the Financial Reports for the Month of March 2021

RESOLUTIONS**21-073** RESOLUTION NO. 2080-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, REQUESTING THAT THE EAST COAST GREENWAY FEASIBILITY STUDY BE INCLUDED IN THE NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION'S 2021/2022 UNIFIED PLANNING WORK PROGRAM; PROVIDING FOR ADOPTION OF RECITALS, DECLARATION OF SUPPORT, SEVERABILITY, AND AN EFFECTIVE DATE.

21-074 RESOLUTION NO. 2083-2021

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

ORDINANCES**21-075** ORDINANCE NO. 2021-8164 (Second Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL CODE OF ORDINANCES CHAPTER 33, ARTICLE III, "RENTAL MOTORCYCLES," IN ITS ENTIRETY; PROVIDING FOR REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE.

21-076 ORDINANCE NO. 2021-8165 (Second Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND AND RETITLE CODE OF ORDINANCES CHAPTER 10, ARTICLE V, "BUILDING AND FIRE CODE BOARD OF APPEALS;" PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ADJOURNMENT**NOTICE**

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

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

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

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 Special City Council Meeting
held Wednesday, March 31, 2021, at 5:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



CALL TO ORDER

Mayor Hoffman called the special meeting to order at 5:00 P.M.

ROLL CALL

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, City Clerk Laurie Scott, and Attorney Cliff Shepard, one of the City's attorneys.

PURPOSE OF MEETING

The purpose of the meeting was to discuss the termination of the City Attorney's Employment Agreement via Resolution No. 2081-2021.

BACKGROUND

City Manager Mike Staffopoulos explained there were several Action items for the Council's consideration stemming from the Special City Council Meeting held on March 25, 2021, related to the arrest of the City Attorney [Chris Ambrosio]. The Council approved the following directives:

- Placed the City Attorney on paid administrative leave beginning March 24, 2021, until further notice.
- Authorized the Mayor to direct the City Attorney to refrain from accessing City properties or facilities, or from contacting City employees, until further notice.
- Directed City staff to prepare a Resolution for Termination of the City Attorney's Employment Agreement in accordance with the provisions of the City Charter, Chapter VI.
– City Attorney, Section 34, - City Attorney; appointment by council; removal.

Action 1: Adopt/Deny Resolution No. 2081-2021 to terminate the City Attorney under Section 5(B) of his Employment Agreement.

Mr. Staffopoulos explained the Resolution was prepared with the assistance of the City's outside legal counsel, Attorney Cliff Shepard. Adoption of Resolution 2081-2021 would start the process of the Termination of the City Attorney's Employment Agreement with the City of Jacksonville Beach. It would follow the process outlined in the City's Charter. If the Council adopted Resolution No. 2081-2021, a second resolution would need to be adopted by a supermajority (5 of 7) Council vote for the final termination to become effective.

Adoption of Resolution No. 2081-2021 would also suspend the City Attorney with pay until the effective termination date in accordance with the City Charter. A notice would be prepared to the City Attorney informing him of the actions taken by the Council, afford him the opportunity to request a hearing, and advise him of the status of his compensation and benefits. If the City Attorney requests a hearing, one would be scheduled. Another Special City Council Meeting would be set to consider the final resolution for termination when and if appropriate.

Mayor Hoffman requested the City Clerk read Resolution No. 2081-2021 by title only, whereby Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO TERMINATE THE CITY ATTORNEY UNDER SECTION 5(B) OF HIS EMPLOYMENT AGREEMENT; 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 and seconded by Ms. Golding to adopt Resolution No. 2081-2021 to terminate the City Attorney [Chris Ambrosio] under Section 5(B) of his Employment Agreement.

Council Member Dumont noted the third bullet point in the Resolution did not match the exact language contained in the police report.

Amended Motion: It was moved by Ms. Dumont and seconded by Mr. Nichols to change the third bullet to “He admits to yelling to the victim,” not “at the victim.”

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

Discussion:

A Council discussion ensued. Attorney Cliff Shepard answered questions from Council members.

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

Action 2: Approve/Disapprove termination of the City Attorney’s additional pay effective April 1, 2021.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve termination of the City Attorney’s additional pay effective April 1, 2021.

Mr. Staffopoulos said staff was looking for direction from the Council regarding additional pay and some of the benefits currently in effect. He explained in addition to the base salary, the City Attorney’s Agreement had additional pays, including an insurance supplement, automobile allowance, bar certification stipend, and a pension opt-out supplement, which are not covered under the language in the City’s Charter.

Discussion:

There was no Council discussion.

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

Action 3: Approve/Disapprove termination of the City Attorney's health, dental, vision, and life insurance benefits effective June 1, 2021.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve termination of the City Attorney's health, dental, vision, and life insurance benefits effective June 1, 2021.

Discussion:

Mr. Shepard clarified the 30-day period started the day after Mr. Ambrosio was served with the notice. Deputy City Manager Karen Nelson stated these benefits are paid at the beginning of each month, and for all employees, the termination of the benefits takes place at the end of the month during which the termination takes place.

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

Direction from Council

Mr. Staffopoulos stated the process would take 30+ days until the actual termination of the City Attorney would occur. He explained there was the possibility of an alternative remedy to allow the City to move forward quicker. Mr. Staffopoulos sought direction from the Council on whether staff should reach out to Mr. Ambrosio to see if there was a solution that would be amenable to both parties to end the matter quicker than the 30+ days.

The Council supported staff reaching out to Mr. Ambrosio.

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:19 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

LS: sg

**Minutes of Regular City Council Meeting
held Monday, April 5, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

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

Also present were City Manager Mike Staffopoulos, Director of Beaches Energy Services Allen Putnam, Director of Public Works Dennis Barron, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

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

- Council Briefing held on March 8, 2021
- Council Briefing held on March 22, 2021
- Special Council Meeting held on March 25, 2021

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the minutes from the Regular City Council Meeting held on March 15, 2021.

Amended Motion: It was moved by Ms. Dumont, seconded by Mr. Nichols, and passed unanimously to include the word 'add' to the Amended Motion for Item #21-045, before "Mayor Hoffman's name."

The original Motion passed unanimously, as amended.

ANNOUNCEMENTS:

Mayor Hoffman announced she attended a press conference on March 30, 2021, held by the Women's Center of Jacksonville, the City of Jacksonville, and the three Beaches communities to designate the month of April as Sexual Assault Awareness Month. She noted Council Member Meza had also attended.

Mayor Hoffman stated she and Council Member Golding attended the Jacksonville Housing Authority's The Waves residential grand opening on April 2, 2021.

Mayor Hoffman also attended the 37th Annual Easter Egg Hunt on April 3, 2021.

Mayor Hoffman announced the Carver Center reopened on April 4, 2021, to administer the second dose of the COVID-19 vaccine.

Finally, Mayor Hoffman announced the Police Department was monitoring information and planning for the Orange Crush event scheduled in July 2021. The Council would receive an update at the April 12, 2021, Council Briefing.

Ms. Golding announced Beaches Watch would hold a virtual Town Hall on April 7, 2021, with the Beaches representative, Jacksonville City Council Member Rory Diamond.

Ms. Golding stated the Florida League of Cities opened registration for policy committees. She served on the Administrative Policy Committee last year and encouraged other Council members to consider registering for a committee.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors.

- Martha L. (Tina) Skipper, 2603 Liberty Lane, Jacksonville Beach, relayed her concerns about the Orange Crush Festival.

CITY CLERK: *No items*

MAYOR AND CITY COUNCIL: *No items*

CITY MANAGER:

Item #21-058 - Approve/Disapprove ERP Planning and Program Oversight and Implementation Support to be Provided by Gartner, Inc. Utilizing the State of Texas Contract #DIR-TSO-4030 and Approve/Disapprove \$100,000 for Temporary Over-Hire of Staff in Utility Billing, Human Resources, and/or Business Analysis Divisions as Needed to Provide Coverage for Existing City Employees Participating in the Implementation Process.

City Manager Mike Staffopoulos explained this item was to move forward utilizing Gartner, Inc. to assist City staff on the implementation of the City's ERP (Enterprise Resource Planning) conversion project. He stated the Council had a recent briefing on this topic [March 22, 2021]. Mr. Staffopoulos said the item sought approval for temporary over-hiring so staff can dedicate time to the conversion project while others can work the day-to-day operations.

Motion 1: It was moved by Mr. Nichols and seconded by Ms. Golding to approve ERP planning and program oversight and implementation support to be provided by Gartner, Inc. utilizing the State of Texas Contract #DIR-TSO-4030.

Discussion:

There was no discussion by the Council.

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

Motion 2: It was moved by Mr. Nichols and seconded by Ms. Golding to approve \$100,000 for temporary over-hire of staff in the Utility Billing, Human Resources, and/or Business

Analysis divisions as needed to provide coverage for existing City employees participating in the implementation process.

Discussion:

There was no discussion by the Council.

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

Item #21-059 – Approve/Disapprove a Purchase Order in the Amount of \$35,531.71 to Upgrade BES Substation Communications Equipment

Mr. Staffopoulos said this item was to upgrade some of the substation communication equipment. Director of Beaches Energy Services Allen Putnam explained processor technology had significantly improved since the 2000s. He said the two processors being purchased would replace one that failed at Ft. Diego substation, and the other would be used at Butler substation when it is upgraded.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve a Purchase Order in the amount of \$35,531.71 to upgrade BES substation communications equipment.

Discussion:

There was no discussion by the Council.

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

Item #21-060 – Award/Reject RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5), and #4 (Phase IIID-Project 6) to GAI Consultants, Inc., and Authorize the Mayor and City Manager to Execute the Contract

Mr. Staffopoulos explained this item and the following item (Item #21-061*) were related to design projects the Public Works Department would be overseeing for major infrastructure improvements starting in the Downtown area, extending down to the Southend CRA (Community Redevelopment Area).

Director of Public Works Dennis Barron provided an overview of the projects. He explained the design would get the project to 60% of the design later this year, which could then be brought before the public for feedback at public meetings.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5), and #4 (Phase IIID-Project 6) to GAI Consultants, Inc., and authorize the Mayor and City Manager to execute the contract.

Mr. Barron answered questions from the Council related to the scoring process, construction issues from previous projects, and the possibility of issuing penalties/bonuses during the construction phase.

Discussion:

There was no discussion by the Council.

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

Item #21-061 – Award/Reject RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #1 (Phase IIC-Project 3), #5 (Southend Redevelopment Area) to Jones Edmunds & Associates, Inc., and Authorize the Mayor and City Manager to Execute the Contract.

*Note: See staff comments for this item under Item #21-060.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #1 (Phase IIC-Project 3) and #5 (Southend Redevelopment Area) to Jones Edmunds & Associates, Inc., and authorize the Mayor and City Manager to execute the contract.

Discussion:

There was no discussion by the Council.

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

RESOLUTIONS:

Item #21-062 – RESOLUTION NO. 2076-2021

Mr. Staffopoulos explained this resolution was to approve the mid-year budget modification.

Mayor Hoffman requested the City Clerk read Resolution No. 2076-2021 by title only, whereupon Scott read the following:

“A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2076-2021 authorizing the mid-year budget adjustment.

Discussion:

There was no discussion by the Council.

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

Item #21-063 – RESOLUTION NO. 2077-2021

Mr. Staffopoulos explained this Resolution was related to changes made in 2017 by the FDOT (Florida Department of Transportation) to their design standards for signage around schools where the speed limit changed with an associated time frame.

The Public Works Department was recently notified the FDOT had funding to make the necessary modifications for Jacksonville Beach. The FDOT would install some of the signs around 18th Avenue North and 10th Street North, and the City would take over the maintenance of the signs.

Mr. Staffopoulos said if the City did not sign the agreement with the FDOT, the City would be required to install the signs at our own expense to be compliant.

Mayor Hoffman requested the City Clerk read Resolution No. 2077-2021 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING A CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR SAN PABLO ELEMENTARY SCHOOL ZONE SIGNAGE, SIGNALS, AND PAVEMENT MARKINGS IMPROVEMENTS; PROVIDING FOR ADOPTION OF RECITALS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2077-2021 approving the Construction and Maintenance Agreement for the FDOT project (FIN#444990-1-52-01) as described therein relating to San Pablo Elementary School signage and signals.

Responding to questions from the Council, Mr. Barron explained San Pablo Elementary School met the signage criteria based on traffic numbers and the size of the school for the area, while Jacksonville Beach Elementary and Seabreeze Elementary did not qualify. He said FDOT had projects in 33 counties in the northern part of the state.

Mr. Nichols announced he had a conflict related to this item, and he would be abstaining from voting [Form 1B on file].

Discussion:

There was no discussion by the Council.

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

ORDINANCES:

Mr. Staffopoulos explained if the Council had any substantive changes on the second reading for Ordinance No. 2020-8155 or Ordinance No. 2021-8163 he would request the ordinance be delayed for 30 days to allow the City's appropriate legal representation to look at the ordinances and draft any changes accordingly.

Mr. Staffopoulos stated Ordinance No. 2021-8164 and Ordinance No. 2021-8165 were prepared prior to the City Attorney's current suspension. He asked if the Council had any changes to either of these ordinances that the item be deferred until the City had a new City Attorney.

Item #21-064 – ORDINANCE NO. 2020-8155 (Second Reading)

Mayor Hoffman requested the City Clerk read Ordinance No. 2020-8155 by title only, whereupon Ms. Scott read the following:

"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL AND REPLACE CHAPTER 5 – ANIMALS AND FOWL, IN ITS ENTIRETY, INCLUDING A NEW TITLE, ARTICLES, AND SECTIONS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE."

Mayor Hoffman read the following:

"This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2020-8155."

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Ordinance No. 2020-8155, repealing and replacing the Code of Ordinances Chapter 5.

Discussion:

There was no discussion by the Council. Mayor Hoffman stated the Council had previous extensive discussion on this ordinance at various Council Briefings and Council meetings.

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

Item #21-065 – ORDINANCE NO. 2021-8163 (Second Reading)

Mayor Hoffman requested the City Clerk read Ordinance No. 2021-8163 by title only, whereupon Ms. Scott read the following:

"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CHAPTER 2, ARTICLE II, SECTION 2-16, OF THE CODE OF ORDINANCES TO REPLACE THE CITY COUNCIL REGULAR MEETING 7:00 P.M. START TIME WITH OPTIONAL

START TIMES THAT ARE TO BE DETERMINED BY THE CITY MANAGER AND THE MAYOR TO BE CONDUCTIVE TO CITIZEN INPUT, CITY COUNCIL OPERATIONS, OR OTHER PUBLIC PURPOSES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2021-8163.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Ordinance No. 2021-8163, replacing the regular City Council meeting start time of 7:00 P.M. with optional start times as determined by the City Manager and the Mayor.

Discussion:

There was no discussion by the Council.

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

Item #21-066 – ORDINANCE NO. 2021-8164 (First Reading)

Mr. Staffopoulos explained this ordinance was to repeal Chapter 33, Article III, Rental Motorcycles, in its entirety, from the Code of Ordinances. It was determined motorized vehicles were no longer allowed on the beach, and rentals of motorcycles on the beach were already prohibited; therefore, this section was no longer needed.

Mayor Hoffman requested the City Clerk read Ordinance No. 2021-8164 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL CODE OF ORDINANCES CHAPTER 33, ARTICLE III, “RENTAL MOTORCYCLES,” IN ITS ENTIRETY; PROVIDING FOR REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2021-8164.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2021-8164 on the first reading and schedule a second reading for April 19, 2021.

Discussion:

There was no discussion by the Council.

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

Item #21-067 – ORDINANCE NO. 2021-8165 (First Reading)

Mr. Staffopoulos explained the Council previously approved the creation of the Fire Code Board of Appeals. The current version of the Fire Prevention and Life Safety Code no longer requires an appeals board as long as there is an appeal process. This ordinance would amend that section.

Mayor Hoffman requested the City Clerk read Ordinance No. 2021-8165 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND AND RETITLE CODE OF ORDINANCES CHAPTER 10, ARTICLE V, “BUILDING AND FIRE CODE BOARD OF APPEALS;” PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2021-8165.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2021-8165 on the first reading, amending the City Code of Ordinances, Chapter 10, Article V, “Building and Fire Code Board of Appeals,” and schedule a second reading for April 19, 2021.

Discussion:

There was no discussion by the Council.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:49 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

LS: sg

DRAFT

**Minutes of Special City Council Meeting
held Thursday, April 8, 2021, at 5:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



CALL TO ORDER

Mayor Hoffman called the special meeting to order at 5:00 P.M.

ROLL CALL

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, and City Clerk Laurie Scott.

PURPOSE OF MEETING

The purpose of the meeting was to discuss the acceptance of the City Attorney's [Chris Ambrosio] resignation and advertise for the position of City Attorney.

BACKGROUND

City Manager Mike Staffopoulos explained the Council adopted Resolution No. 2081-2021 on March 31, 2021, which started the process for termination of the City Attorney for cause. The City was required to follow the requirements in the City Charter for the termination process. Mr. Staffopoulos said Mr. Ambrosio was advised of the financial obligations the City had only up to the point of termination.

The Resolution also asked the City to reach out to Mr. Ambrosio for a possible alternative resolution to this matter. The City's attorney on this issue, Cliff Shepard, reached out to Mr. Ambrosio's attorney once the City learned Mr. Ambrosio was legally represented. On April 7, 2021, the City received an email communication stipulating Mr. Ambrosio's resignation, which would be effective immediately conditioned upon payment of the accrued leave, base salary, and employee benefits, only to the extent outlined in the April 1, 2021, letter to Mr. Ambrosio [on file].

Mr. Staffopoulos said City staff also sought authorization to begin the process of advertising for the position of City Attorney. He referenced two handouts provided to the Council [on file], a marked-up version of the brochure from the previous hiring process for the City Attorney two years ago, and a detailed job description. Mr. Staffopoulos noted some of the requirements and changes made to the job description and salary range.

Mr. Staffopoulos stated staff intended to discuss with the Council the screening criteria and process at the April 26, 2021, Council Briefing.

Mayor Hoffman requested a motion.

Motion: It was moved by Ms. Golding and seconded by Mr. Janson to accept the City Attorney's resignation effective immediately, conditioned upon payment of the accrued leave, base salary, and employee benefits as outlined in the letter and notice to Mr. Ambrosio dated April 1, 2021, and authorize staff to advertise for the position of City Attorney.

Deputy City Manager Karen Nelson explained the financial impact to the City would be approximately \$22,246 in compensation and benefits through the end of April.

Mr. Staffopoulos said any changes the Council wanted to make related to specific terms and conditions of the employment contract could be discussed at the April 26, 2021, Council Briefing.

Discussion:

A brief Council discussion ensued about utilizing a third party for the hiring process versus the process the City used previously and bringing in an outside attorney for contract negotiations.

Mayor Hoffman asked Council members to look over the material provided and give their suggestions and feedback to staff.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:13 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

LS: sg

PRESENTATION
Of The
WAVE MAKER AWARD
To
BEACHES GO GREEN

AGENDA ITEM: 21-071
MEETING DATE: April 19, 2021



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:	April 9, 2021
SUBJECT:	Monthly Financial Reports for March 2021

BACKGROUND

The attached Summary Budget Reports show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. These reports are prepared on a cash basis.

Exhibit 1 - General Fund Revenues

- Total General Fund revenues are in line with last year on a percent of budget basis.
- Annual ad valorem tax distributions were received in December, bringing the tax revenue-to-date to 79.29%.
- The decrease in permit revenues is largely attributable to a decline in permit application activity compared to the same time in the prior year.
- 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.

Exhibit 2 - General Fund Expenditures

- Total General Fund Expenditures are under budget by 5.51% and slightly above the prior year expenditures on a percentage of budget basis.
- Police Department expenditures increased in the current year because of the union contract ratification and police cars ordered in the prior year, but received in FY2021.
- The decrease in Fire Department Expenditures from the prior year is attributable to the savings realized from contracting out fire services to the City of Jacksonville.

Exhibit 3 - Enterprise Fund Revenues

- Enterprise Fund Revenues are under budget by 2.43% and slightly ahead of the prior year.



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- The dollar variance in Electric revenues is due to the suspension of the bulk power portion of the electric rate in October 2019, reducing overall Electric revenues in the prior year.
- Natural Gas consumption decreased by 5.89% from the prior year, contributing to the overall revenue reduction in the current year.
- Golf Course revenues are 4.50% ahead of the prior year on a percent of budget basis due to increased play at the course and rate adjustments adopted in July and November 2020.

Exhibit 4 - Enterprise Fund Expenditures

- Total expenditures in the Enterprise Funds are under budget for the current year and 1.73% higher than prior year actuals on a percent of budget basis.
- Electric Fund expenditures increased from the prior year due to purchased power costs resulting from a 4.29% rise in consumption compared to customer usage at the same point in the prior year.
- The decreases in expenditures in the Water & Sewer and Sanitation Funds are due to the timing of capital projects or purchases in the prior year.

Exhibit 5 – Special Revenue Fund Revenues

- Revenues in the Special Revenue Funds are 3.37% lower than prior year actuals on a percent of budget basis.
- Convention Development revenues reflect receipts for activity through December.
- The annual tax increment distribution for both the Downtown and Southend districts were received in December.

Exhibit 6 - Special Revenue Fund Expenditures

- In total, Special Revenue Fund expenditures are under budget for the current year and 10.01% lower than the prior year on a percentage of budget basis.
- Community Development Block Grant Fund expenditures will be reimbursed by grant funding.
- The increase in Infrastructure Surtax Fund expenditures is attributable to roadway milling, paving and overlay projects.
- The variance from the prior year in both the Downtown and Southend Increment Funds is largely due to the timing of capital project expenditures.



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Exhibit 7 - Summary Revenues and Expenditures

- Expenditures in the Infrastructure Surtax Fund reflect the planned investment in roadway milling and repaving projects.
- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- Revenues in the Leased Facilities Fund are less than expenses, due mostly to annual technology maintenance charges that are paid at the beginning of the fiscal year.
- The final utility revenue bond payment was made on October 1st. The City is now debt free.

REQUESTED ACTION

Accept/Reject the financial reports for the month of March 2021.

ATTACHMENTS

- Summary Budget Reports
- Cash and Investments Reports



Summary Budget Revenue Report

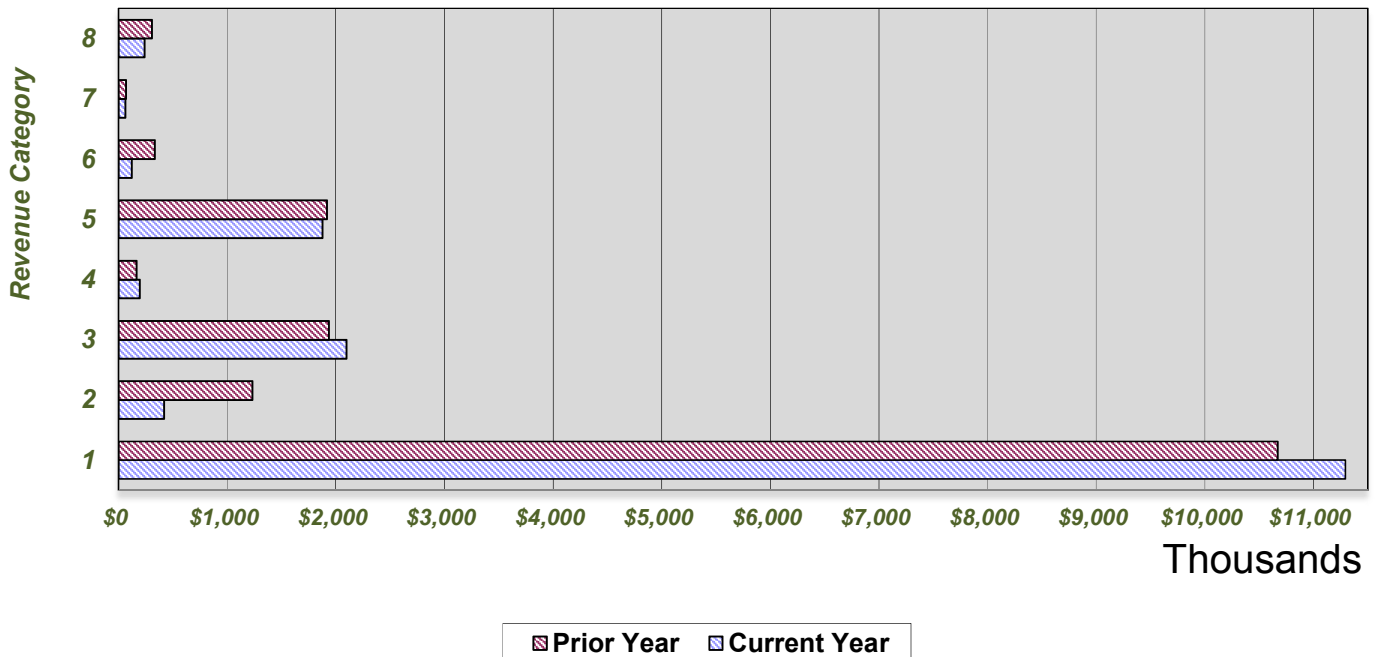
March 31, 2021

(49.86% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	11,294,746	79.29%	10,668,037	78.22%	1.07%	626,709
2 Licenses & Permits	419,370	81.97%	1,234,502	205.78%	-123.81%	(815,132)
3 Intergovernmental Revenue	2,100,149	54.58%	1,936,024	43.21%	11.37%	164,126
4 Charges for Services	196,631	44.67%	165,537	41.49%	3.19%	31,094
5 Enterprise Contributions	1,877,778	50.00%	1,918,660	50.00%	0.00%	(40,881)
6 Miscellaneous Revenue	123,226	37.56%	334,112	84.05%	-46.49%	(210,886)
7 Fines & Forfeitures	64,404	42.58%	68,743	42.83%	-0.26%	(4,339)
8 Interfund Transfers	241,015	46.89%	306,874	59.70%	-12.81%	(65,859)
Total Revenues	\$ 16,317,320	68.58%	\$ 16,632,488	69.22%	-0.64%	\$ (315,169)

GENERAL FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



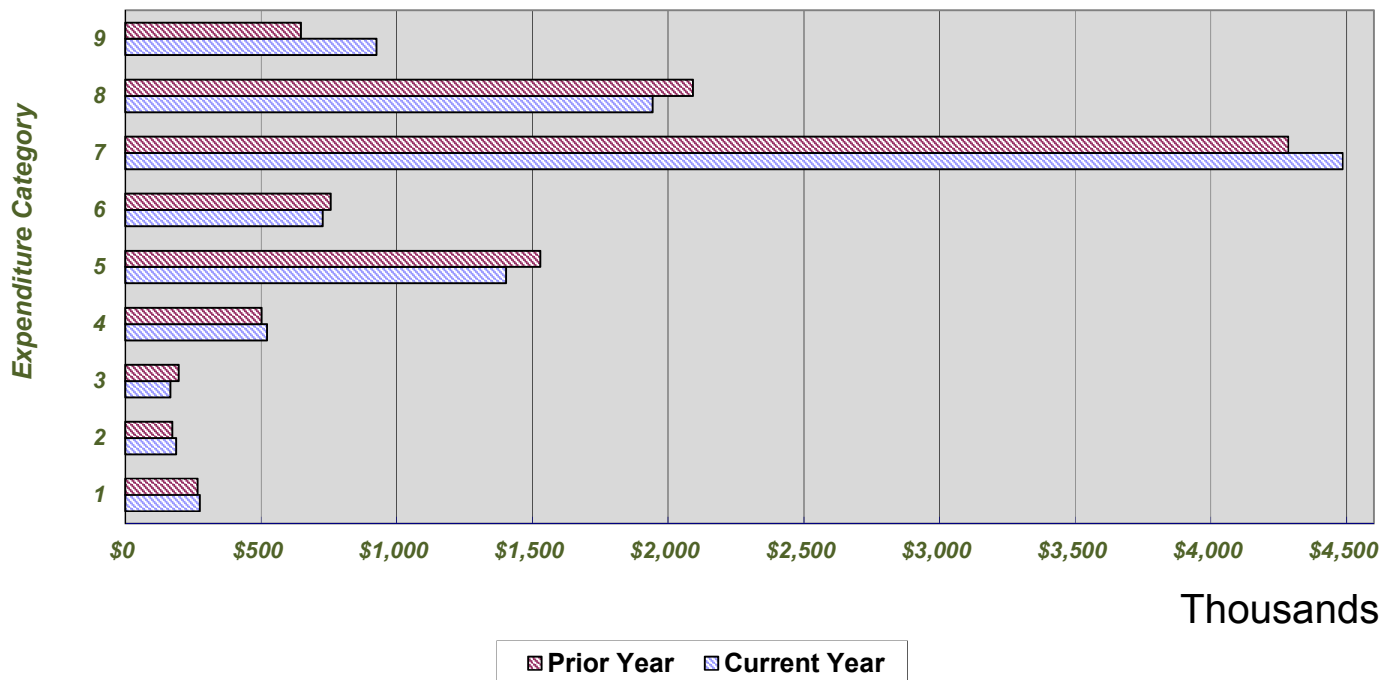


Summary Budget Expenditure Report
 March 31, 2021
 (49.86% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	275,010	42.15%	267,430	51.86%	-9.72%	7,580
2 City Clerk	187,792	45.29%	173,548	44.58%	0.71%	14,245
3 Building Maintenance	166,465	39.21%	197,143	45.54%	-6.34%	(30,678)
4 Planning and Development	523,133	45.62%	502,301	49.05%	-3.42%	20,831
5 Recreation and Parks	1,402,814	37.94%	1,529,706	43.67%	-5.72%	(126,892)
6 Public Works	727,915	39.24%	757,722	43.44%	-4.20%	(29,807)
7 Police	4,485,418	43.81%	4,284,765	42.88%	0.93%	200,653
8 Fire	1,943,104	59.71%	2,091,188	45.05%	14.66%	(148,085)
9 Non-Departmental	926,305	40.25%	648,037	31.84%	8.40%	278,267
Total Expenditures	\$ 10,637,955	44.35%	\$ 10,451,839	43.05%	1.30%	\$ 186,116

**GENERAL FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

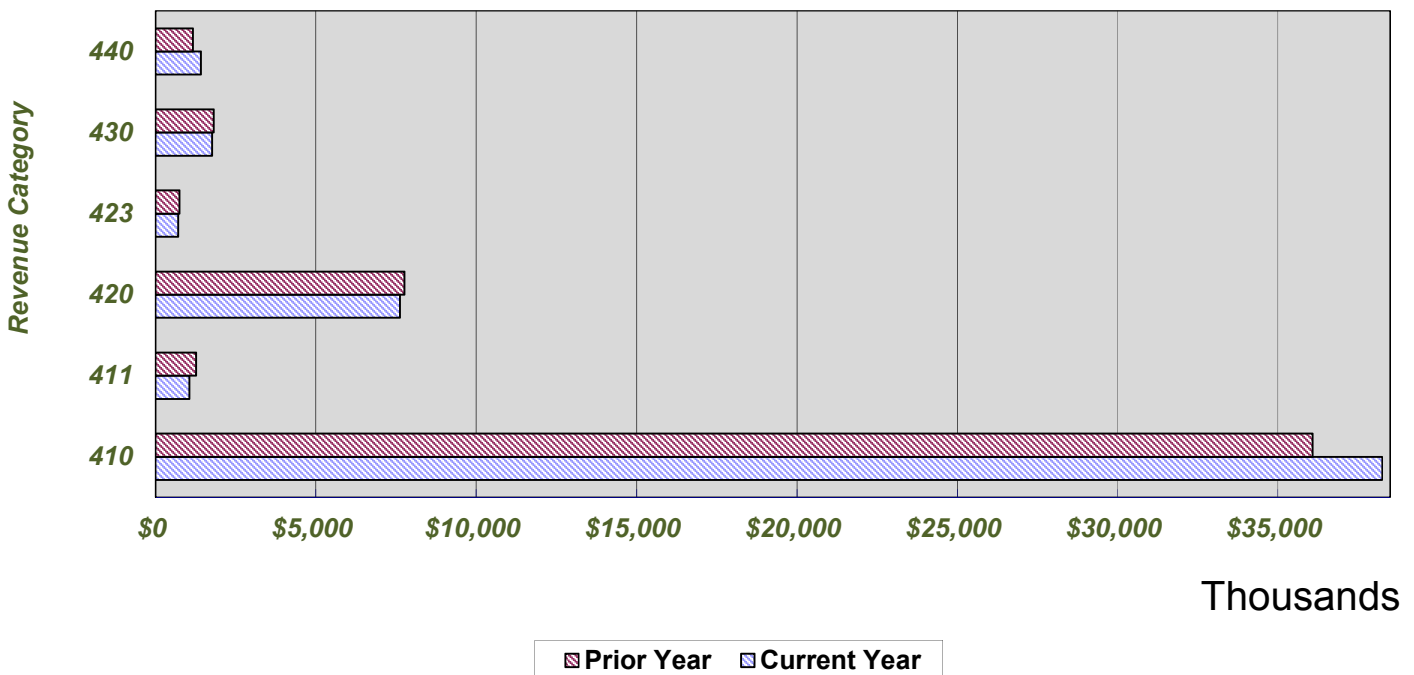
March 31, 2021

(49.86% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	38,248,636	46.18%	36,071,675	43.93%	2.25%	2,176,961
411 NATURAL GAS	1,060,002	47.37%	1,263,831	52.54%	-5.18%	(203,829)
420 WATER & SEWER	7,620,938	51.21%	7,764,511	52.80%	-1.59%	(143,573)
423 STORMWATER	708,578	49.18%	751,252	51.69%	-2.51%	(42,675)
430 SANITATION	1,765,242	49.50%	1,815,129	51.65%	-2.14%	(49,887)
440 GOLF COURSE	1,411,381	64.65%	1,165,241	60.15%	4.50%	246,140
TOTAL REVENUES	\$ 50,814,777	47.43%	\$ 48,831,640	46.01%	1.42%	\$ 1,983,137

ENTERPRISE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



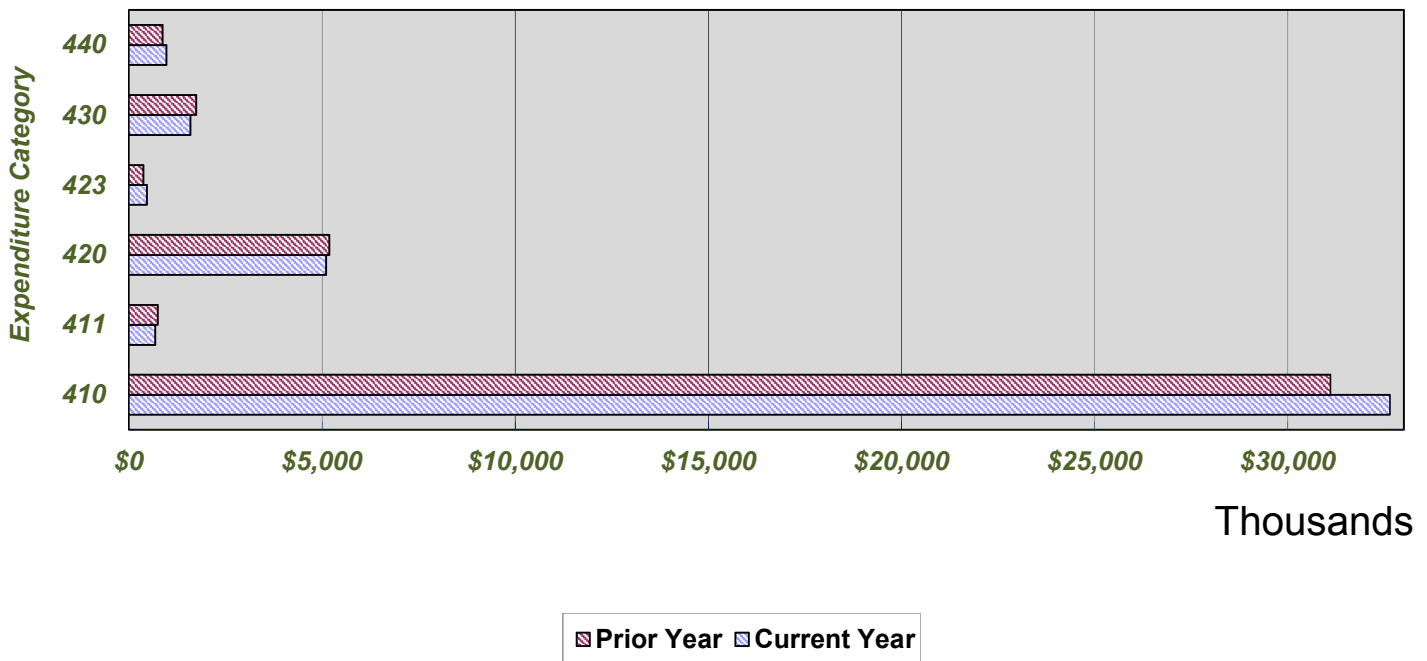


Summary Budget Expenditure Report
 March 31, 2021
 (49.86% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	32,640,240	36.37%	31,096,014	33.63%	2.75%	1,544,225
411 NATURAL GAS	686,030	35.51%	751,941	36.37%	-0.86%	(65,911)
420 WATER & SEWER	5,103,978	29.56%	5,187,084	33.96%	-4.40%	(83,107)
423 STORMWATER	470,804	24.05%	382,847	14.96%	9.08%	87,957
430 SANITATION	1,600,558	40.55%	1,743,378	39.79%	0.76%	(142,819)
440 GOLF COURSE	978,152	44.43%	876,183	43.34%	1.09%	101,969
TOTAL EXPENDITURES	\$ 41,479,762	35.44%	\$ 40,037,448	33.71%	1.73%	\$ 1,442,315

**ENTERPRISE FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**



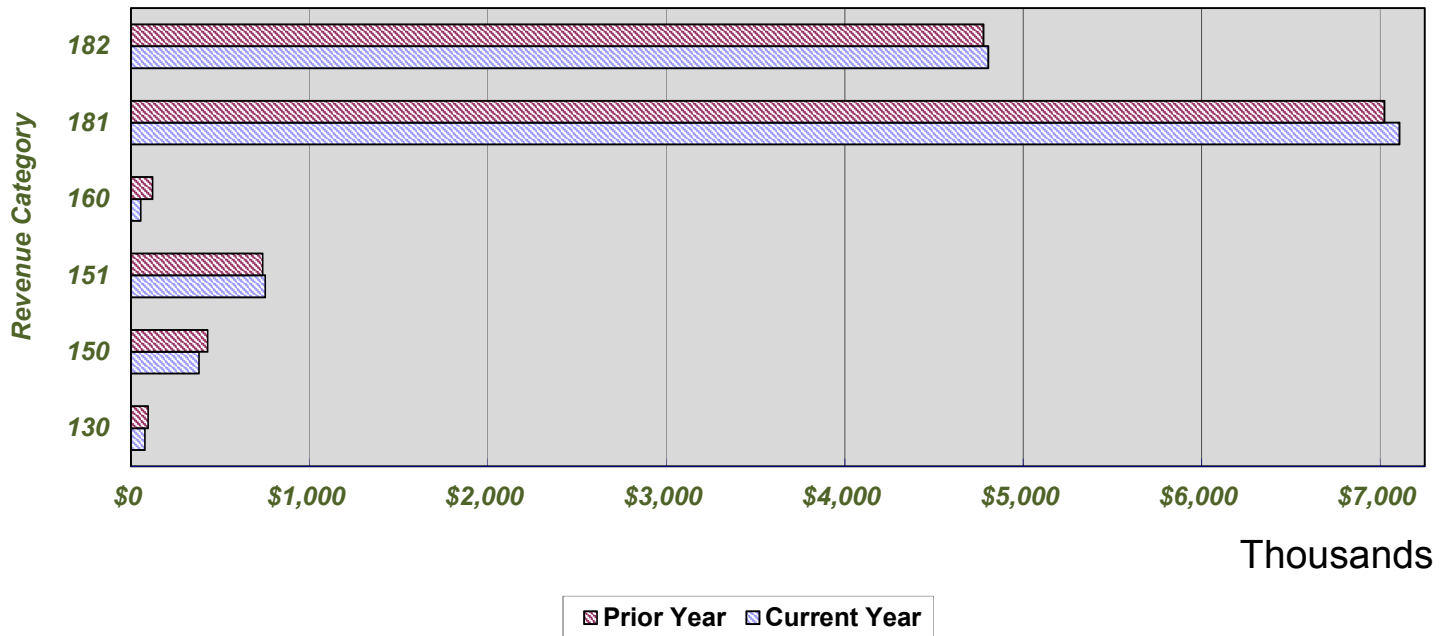


Summary Budget Revenue Report
 March 31, 2021
 (49.86% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	78,198	19.21%	96,878	24.37%	-5.16%	(18,680)
150 LOCAL OPTION GAS TAX	382,040	46.81%	430,054	52.24%	-5.43%	(48,014)
151 INFRASTRUCTURE SURTAX	752,602	54.52%	739,359	53.62%	0.90%	13,243
160 COMMUNITY DEV. BLK. GRANT	55,015	38.74%	120,874	87.59%	-48.85%	(65,859)
181 DOWNTOWN INCREMENT FUND	7,108,007	97.69%	7,024,653	100.30%	-2.61%	83,353
182 SOUTHEND INCREMENT FUND	4,804,586	184.03%	4,776,391	190.79%	-6.76%	28,195
TOTAL REVENUES	\$ 13,180,447	104.34%	\$ 13,188,208	107.70%	-3.37%	\$ (7,761)

**SPECIAL REVENUE FUND REVENUES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Expenditure Report

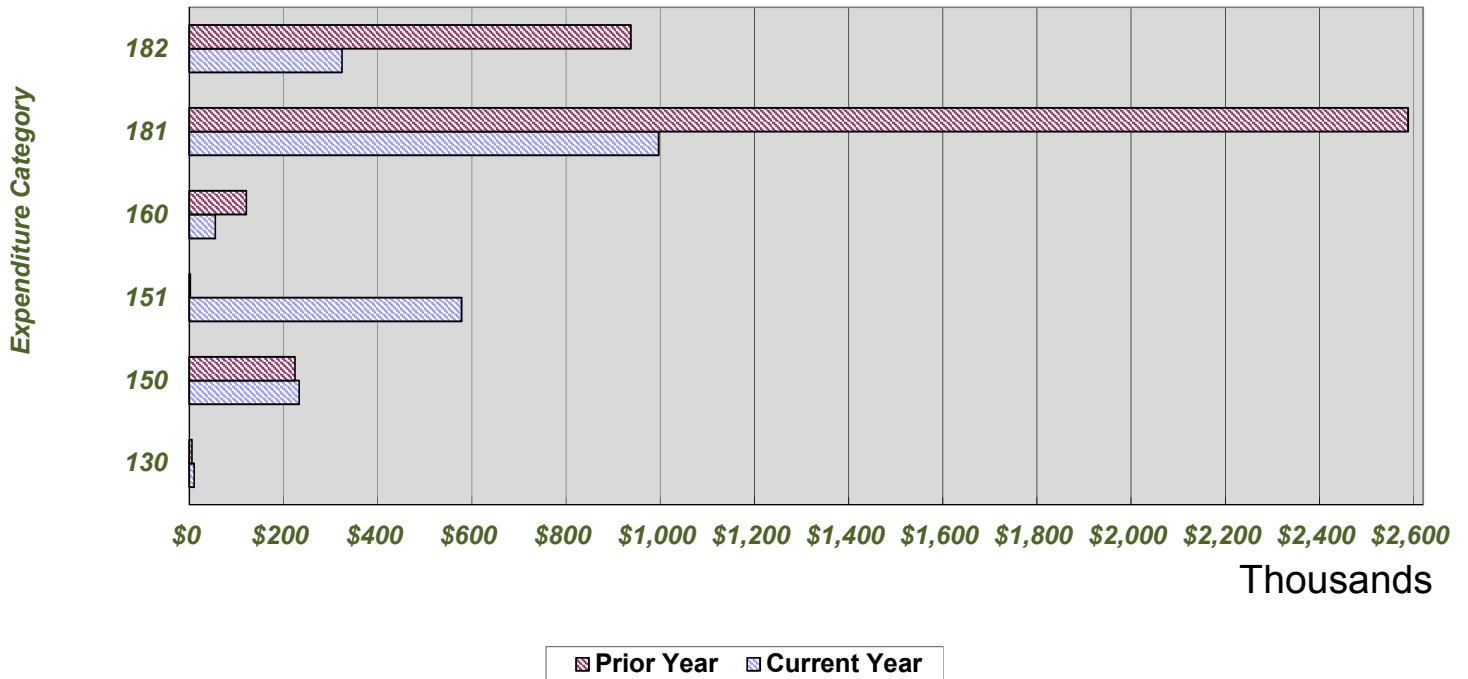
March 31, 2021

(49.86% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	10,423	5.30%	5,369	4.44%	0.87%	5,054
150 LOCAL OPTION GAS TAX	233,356	29.41%	224,182	28.12%	1.29%	9,174
151 INFRASTRUCTURE SURTAX	577,732	64.03%	2,069	0.62%	63.41%	575,663
160 COMMUNITY DEV. BLK. GRANT	55,015	38.74%	120,874	85.12%	-46.38%	(65,859)
181 DOWNTOWN INCREMENT FUND	996,472	24.32%	2,588,052	30.88%	-6.56%	(1,591,580)
182 SOUTHEND INCREMENT FUND	324,518	9.47%	937,440	47.38%	-37.92%	(612,922)
TOTAL EXPENDITURES	\$ 2,197,516	22.99%	\$ 3,877,985	33.00%	-10.01%	\$ (1,680,470)

SPECIAL REVENUE FUND EXPENDITURES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Report
 March 31, 2021
 (49.86% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2021	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	23,792,976	11,863,895	16,317,320	4,453,425
130 Convention Development Tax	407,036	202,960	78,198	(124,762)
150 Local Option Gas Tax	816,198	406,981	382,040	(24,941)
151 Infrastructure Surtax	1,380,373	688,296	752,602	64,306
160 Community Dev. Blk. Grant	142,000	70,805	55,015	(15,791)
181 Downtown Increment Fund	7,276,348	3,628,206	7,108,007	3,479,800
182 Southend Increment Fund	2,610,809	1,301,828	4,804,586	3,502,758
410 Electric Utility	82,822,581	41,297,835	38,248,636	(3,049,199)
411 Natural Gas Utility	2,237,909	1,115,889	1,060,002	(55,887)
420 Water & Sewer Utility	14,882,165	7,420,696	7,620,938	200,242
423 Storm Water Management	1,440,821	718,437	708,578	(9,859)
430 Sanitation Fund	3,565,983	1,778,107	1,765,242	(12,864)
440 Golf Course Fund	2,183,000	1,088,510	1,411,381	322,871
460 Leased Facilities Fund	782,624	390,240	418,490	28,250
500 Internal Service Funds	13,150,034	6,557,003	6,070,947	(486,056)
Total Revenues	\$ 157,490,857	\$ 78,529,688	\$ 86,801,981	\$ 8,272,294

Fund Name	Budgeted Expenditures Fiscal Year 2021	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	23,984,380	11,959,335	10,637,955	1,321,380
130 Convention Development Tax	196,493	97,977	10,423	87,554
150 Local Option Gas Tax	793,439	395,633	233,356	162,277
151 Infrastructure Surtax	902,306	449,917	577,732	(127,815)
160 Community Dev. Blk. Grant	142,000	70,805	55,015	15,791
181 Downtown Increment Fund	4,097,307	2,043,041	996,472	1,046,569
182 Southend Increment Fund	3,428,193	1,709,400	324,518	1,384,882
410 Electric Utility	89,738,169	44,746,156	32,640,240	12,105,916
411 Natural Gas Utility	1,932,033	963,370	686,030	277,339
420 Water & Sewer Utility	17,263,953	8,608,327	5,103,978	3,504,349
423 Storm Water Management	1,957,873	976,255	470,804	505,451
430 Sanitation Fund	3,947,103	1,968,145	1,600,558	367,586
440 Golf Course Fund	2,201,400	1,097,684	978,152	119,532
460 Leased Facilities Fund	828,010	412,871	458,668	(45,798)
500 Internal Service Funds	13,296,697	6,630,134	5,563,174	1,066,960
Total Expenditures	\$ 164,709,355	\$ 82,129,048	\$ 60,337,075	\$ 21,791,974

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	5,679,364	5,774,804
130 Convention Development Tax	67,775	(37,208)
150 Local Option Gas Tax	148,684	137,336
151 Infrastructure Surtax	174,870	(63,508)
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	6,111,534	4,526,369
182 Southend Increment Fund	4,480,068	4,887,640
410 Electric Utility	5,608,396	9,056,717
411 Natural Gas Utility	373,972	221,453
420 Water & Sewer Utility	2,516,960	3,704,591
423 Storm Water Management	237,774	495,592
430 Sanitation Fund	164,684	354,722
440 Golf Course Fund	433,229	442,403
460 Leased Facilities Fund	(40,178)	(17,548)
500 Internal Service Funds	507,774	580,904
Total	\$ 26,464,906	\$ 30,064,267



Cash and Investments by Fund

March 31, 2021

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Mutual Fund	Portfolio	60,728,025	60,728,025
Sawgrass Asset Management	Portfolio	27,157,101	27,157,101
Wells Capital	Portfolio	20,310,935	20,310,935
JPMCB - Strategic Property Fund	Portfolio	5,253,062	5,253,062
TOTAL PENSION FUNDS 611, 612 and 613			\$113,449,123
TOTAL INVESTMENTS			\$113,449,123
State Board of Administration	Pool	17,139,306	17,139,306
Florida Trust	Pool	19,088,467	19,088,467
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,686,325	12,686,325
Bank of America	Cash	38,133,219	38,133,219
Sawgrass Asset Management	Portfolio	44,547,555	44,547,555
Galliard Capital Management	Portfolio	42,587,013	42,587,013
Garcia Hamilton & Associates	Portfolio	42,550,750	42,550,750
TOTAL EQUITY IN POOLED CASH			\$216,732,635
Petty Cash	Cash	6,725	6,725
TOTAL CASH AND INVESTMENTS			\$330,188,483

Attorney Fees Paid During the Month

NAME	DESCRIPTION	FUNDING SOURCE	CHECK DATE	CHECK AMOUNT
Sugarman & Susskind, P.A.	Monthly Retainer	Pension Funds	03/18/21	2,550
TOTAL ATTORNEY FEES				\$ 2,550

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Cash and Investments by Type

Fiscal Year to Date

March 31, 2021

Type of Investment	Beginning Balance 10/1/2020	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 3/31/21	Weighted Net Return*
State Pooled Investment Fund	17,122,886	16,420	0	0	0	16,420	(0)	17,139,306	0.01%
Money Market: Goldman Sachs Treas	16,772	307	0	0	(316)	(9)	(16,763)	0	0.00%
U.S. Treasury Stripped Coupons	3,148,000	0	0	0	0	0	(3,148,000)	0	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,680,314	6,011	0	0	0	6,011	(0)	12,686,325	0.00%
Sawgrass Asset Management	44,820,104	466,734	205,698	(899,819)	(45,163)	(272,549)	(0)	44,547,555	-0.12%
Galliard Capital Management	41,306,059	342,541	29,500	(514,932)	(58,535)	(201,427)	1,482,381	42,587,013	-0.09%
Garcia Hamilton & Associates	40,665,947	137,500	206,157	(99,528)	(41,708)	202,421	1,682,382	42,550,750	0.10%
Florida Trust	19,078,497	9,970	0	0	0	9,970	(0)	19,088,467	0.00%
Operating Cash: Bank of America	18,447,549	27,719	0	0	(67,658)	(39,939)	19,725,609	38,133,219	-0.02%
Petty Cash	6,525	0	0	0	0	0	200	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	197,292,653	1,007,203	441,355	(1,514,280)	(213,380)	(279,103)	19,725,809	216,739,360	-0.13%
Pension Fund: Salem Mutual Fund	49,899,536	1,208,379	0	9,620,110	0	10,828,489	0	60,728,025	11.62%
Pension Fund: Sawgrass Asset Mgt	28,105,925	288,714	(190,235)	(1,002,924)	(44,379)	(948,823)	0	27,157,101	-0.81%
Pension Fund: Wells Capital	18,047,693	30,711	1,785,039	1,102,369	(54,876)	2,863,242	(600,000)	20,310,935	2.89%
Pension Fund: JPMCB - Strategic Proj	5,119,775	0	0	133,288	0	133,288	(0)	5,253,062	0.12%
TOTAL PENSION INVESTMENTS	101,172,928	1,527,804	1,594,803	9,852,843	(99,255)	12,876,196	(600,000)	113,449,123	12.76%
TOTAL CASH AND INVESTMENTS	\$298,465,581	\$2,535,007	\$2,036,158	\$8,338,563	(\$312,635)	\$12,597,093	\$19,125,809	\$330,188,483	

*Fiscal year to date



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director Parks and Recreation
DATE:	March 22, 2021
SUBJECT:	Resolution No. 2080-2021
	North Florida TPO - East Coast Greenway Feasibility Study

BACKGROUND

The North Florida Transportation Planning Organization (TPO) is the independent regional transportation planning agency for Duval, Clay, Nassau, and St. Johns counties. With an annual budget of over \$3 Million, the TPO studies transportation problems, develops solutions, and programs for federal funding. The Unified Planning Work Program (UPWP) is the TPO's two-year planning and operational budget. It describes the TPO's upcoming studies and administrative tasks, and details the funding sources.

The City is requesting that the TPO include the East Coast Greenway Feasibility Study in the 2021/22 UPWP to determine the feasibility of constructing a trail parallel to the beach through Atlantic, Neptune, and Jacksonville Beaches.

This study was included in the UPWP for FY 2020/21 through 2021/22 and is tentatively scheduled to begin in the Fall of 2021. The TPO has requested resolutions from the beach communities showing continuing support for this study. Atlantic Beach and Neptune Beach have adopted resolutions in support of this study.

FINANCIAL IMPACT

No financial impact as TPO studies are federally funded.

COUNCIL DIRECTION REQUESTED

- Adopt/Deny Resolution No. 2080-2021 declaring City support for the North Florida Transportation Planning Organization's 2021/2022 Unified Planning Work Program and requesting inclusion of a Beaches Trail Loop/East Coast Greenway Feasibility Study in the Program.

ATTACHMENTS

- Resolution No. 2080-2021
- Pages from Unified Planning Work Program Amended June 2020

RESOLUTION NO. 2080-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, REQUESTING THAT THE EAST COAST GREENWAY FEASIBILITY STUDY BE INCLUDED IN THE NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION'S 2021/2022 UNIFIED PLANNING WORK PROGRAM; PROVIDING FOR ADOPTION OF RECITALS, DECLARATION OF SUPPORT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the East Coast Greenway is a proposed 3,000-mile shared-use pathway that will pass through Duval County to connect cities along the eastern seaboard from Calais, Maine to Key West, Florida (the "Greenway"); and

WHEREAS, the Greenway, considered the "urban equivalent of the Appalachian Trail," will pass through sites showcasing the nation's scenic, historic, and cultural diversity; and

WHEREAS, the Greenway will spur the building of a network of pedestrian and bicycling greenways through the beaches communities of Duval County; a goal supported by the City of Jacksonville Beach; and

WHEREAS, the Greenway will serve bicyclists, walkers, the physically challenged, and other non-motorized users, both residents and long-distance travelers; and

WHEREAS, the Greenway, by providing an off-road route separated from vehicular traffic, will encourage people of all ages to increase the time they spend outdoors, offering improved health and physical fitness through improved access to their communities; and

WHEREAS, the North Florida Transportation Planning Organization (TPO) is the independent regional transportation planning agency for Duval, Clay, Nassau, and St. Johns counties; the TPO studies transportation problems, develops solutions, and programs federal funding for transportation facilities in the counties; and

WHEREAS, the TPO receives federal and state transportation planning grants and local member assessments, and is responsible for approving transportation projects funded with federal assistance, regardless of the grant program; and

WHEREAS, the Unified Planning Work Program (UPWP) is the TPO's two-year planning and operational budget that describes and defines TPO's upcoming studies and administrative tasks, and details the funding sources for program elements; and

WHEREAS, one of the UPWP transportation planning local priority projects is the East Coast Greenway (Beaches) Feasibility Study; and

WHEREAS, the City of Jacksonville Beach would benefit if the TPO include the East Coast Greenway (Beaches) Feasibility Study in the 2021/22 UPWP to determine the feasibility of constructing a beach trail loop parallel to the Atlantic, Neptune, and Jacksonville Beach beaches; and

WHEREAS, the City of Atlantic Beach developed a draft Bicycle and Pedestrian Connectivity plan; and

WHEREAS, the City of Neptune Beach is developing an area of town to create Beautiful Streets & Trails as part of the Neptune Beach Vision Plan; and

WHEREAS, the City of Jacksonville Beach has created an Urban Trails Committee that has developed a preliminary urban trail connectivity plan; and

WHEREAS, the Cities of Atlantic Beach, Neptune Beach, and Jacksonville Beach would all benefit from a feasibility study identifying the East Coast Greenway route that crosses municipality boundaries and coordinates with the planning efforts of each of the Beaches Communities to be involved with and included in the Greenway beach trail route.

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

SECTION 1. Adoption of Recitals. The above recitals are adopted and incorporated herein.

SECTION 2. City Declaration of Support and Request for Inclusion in Study. The City of Jacksonville Beach hereby declares the City's support of the Unified Planning Work Program of the North Florida Transportation Planning Organization. The City requests that the North Florida Transportation Planning Organization include and consider the City of Jacksonville Beach's urban trail connectivity plan and a beach trail loop parallel to the Atlantic, Neptune, and Jacksonville Beach beaches in the East Coast Greenway (Beaches) Feasibility Study in the 2021/22 Unified Planning Work Program.

SECTION 3. 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.

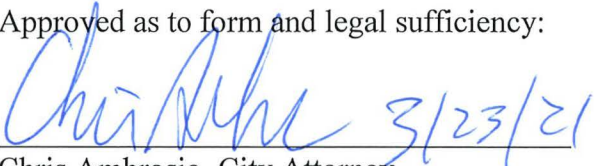
SECTION 4. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:


Chris Ambrosio, City Attorney

Task 5.10—East Coast Greenways (Beaches) Feasibility Study

Responsible Agency

North Florida Transportation Planning Organization

Purpose

To determine the feasibility of constructing a trail parallel to the beach through Atlantic, Neptune and Jacksonville Beaches.

Previous Work

- North Florida Regional Bicycle and Pedestrian Master Plan
- North Florida Regional Multi-Use Trail Master Plan

Required Activities

- Coordinate with staff in Neptune and Jacksonville Beaches to identify potential alignments
- Develop preliminary cost estimate
- Coordinate with Atlantic, Neptune and Jacksonville Beaches for public outreach

Milestones/End Products/Target Dates

- Public outreach consistent with the Public Participation Plan, Fall 2020
- Draft document for review March 2021
- Final document for publication and posting June 2021

Task 5.10-East Coast Greenway (Beaches) Feasibility Study

FISCAL YEAR 2021/22

Budget Category	FHWA (SU)	TOTAL
a. Personnel Services	-	-
b. Consultant Services	75,000	75,000
c. Other Direct Services	-	-
Total Other Direct Services	-	-
GRAND TOTAL	75,000	75,000



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

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Mike Staffopoulos, City Manager
DATE:	April 13, 2021
SUBJECT:	Resolution No. 2083-2021
	One Year Extension of Special Magistrate Contract

BACKGROUND

The City of Jacksonville Beach uses contractual services for the Special Magistrate function. The City entered into a contract with Lewis, Longman & Walker, P.A. (LLW) for primary and alternate Special Magistrate services for Code Enforcement on March 2, 2020. That contract allows for annual one-year extensions, to be executed by City Council adoption of a resolution. If approved, the extension would be retroactive to March 2, 2021 and expire on March 1, 2022. The City is satisfied with the services being provided, and both parties find it in their best interest to continue this contractual relationship. This will mark the first extension to the contract.

FINANCIAL IMPACT

The City has spent \$7,420 year-to-date with LLW during the first year of the contract. Sufficient funds are budgeted through the remainder of FY 2021 to support extension of this contract.

REQUESTED ACTION

Adopt/Deny Resolution No. 2083-2021 extending the agreement with Lewis, Longman & Walker, P.A. for a period of one year.

ATTACHMENTS

- Resolution No. 2083-2021
- Contract Between The City of Jacksonville Beach and Lewis, Longman, & Walker, P.A. (March 2, 2020)

Introduced by: Council Member Cory Nichols
Adopted: April 19, 2021

RESOLUTION NO. 2083-2021

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

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

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

WHEREAS, the City and Lewis, Longman & Walker, P.A., agree that it is mutually beneficial to extend the Contract with no amendments for an additional one year term; and

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

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

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

SECTION 2. Extension of Contract for Primary and Alternate Special Magistrate Services for Code Enforcement. The terms of the Contract Between the City Of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services For Code Enforcement entered into on March 2, 2020, are hereby extended for the first one-year term commencing March 2, 2021, and expiring on March 1, 2022. All other conditions, requirements, and provisions of the Contract remain unchanged and in full force and effect.

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 _____, 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

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

This CONTRACT is made and entered into on the 2ND day of March, 2020 (“Effective Date”), by and between the City of Jacksonville Beach, a public body politic and municipal corporation organized and existing under the Laws of Florida, whose address is: City of Jacksonville Beach, 11 North Third Street, Jacksonville Beach, Florida, 32250 (“CITY”), and Lewis, Longman & Walker, P.A., a Florida professional service corporation, FEIN 65-0500793, whose address is 245 Riverside Avenue, Suite 510, Jacksonville, Florida 32202 (“CONTRACTOR”), collectively (the “Parties”) who hereby agree as follows:

WITNESSETH

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

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

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

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

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

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

SECTION 1. SCOPE OF WORK.

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

SECTION 2. TERM.

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

SECTION 3. STANDARD OF CARE.

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

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

SECTION 4. COMPENSATION.

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

- (i) The professional Special Magistrate Services fee shall be based on the number of hearings conducted/presided over by CONTRACTOR. If two (2) or fewer hearings are held in a month, hearings will be billed at Five Hundred Dollars (\$500.00) each. If more than two hearings are held in a month, but less than six, the total fee will be Two Thousand Dollars \$2,000 for the month. If more than five hearings are held in a month, in addition to the \$2,000 fee, any hearing above five (5) will be billed at Five Hundred Dollars (\$500.00) each.
- (ii) CONTRACTOR and CITY agree that in September, 2020, the City Manager and CONTRACTOR shall review this compensation for fairness to the City and Contractor.

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

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

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

SECTION 5. TERMINATION AND FORCE MAJEURE.

- a. Termination. The CONTRACTOR shall serve at the pleasure of the City Council and may be removed from service at any time with or without cause upon resolution approved by a majority vote of the City Council present and voting. Such termination shall be effective upon thirty (30) days' written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract with or without cause upon sixty (60) days' written notice to the CITY. In the event the Contract is terminated by the CONTRACTOR or is terminated by the CITY for reasons unrelated to the quality of work provided by the CONTRACTOR, the CITY shall pay the CONTRACTOR in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation under this Contract in the event of termination. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.
- b. Force Majeure. Neither Party to this Contract will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the Contract, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 6. INSURANCE.

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

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

SECTION 9. APPLICABLE LICENSING.

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

SECTION 10. COMPLIANCE WITH ALL LAWS.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. SOVEREIGN IMMUNITY.

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

SECTION 13. BANKRUPTCY OR INSOLVENCY.

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

SECTION 14. BINDING EFFECT.

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

SECTION 15. ASSIGNMENT.

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

SECTION 16. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal

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

SECTION 17. WAIVER.

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

SECTION 18. MODIFICATION.

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

SECTION 19. HEADINGS.

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

SECTION 20. JOINT AUTHORSHIP.

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

SECTION 21. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 22. PUBLIC RECORDS.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- b. Provide the public with access to the public records under the same terms and conditions that

the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

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

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

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

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

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

SECTION 23. NOTICE.

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

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

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

With a copy to:

City Clerk

City of Jacksonville Beach 11 North Third Street

Jacksonville Beach, FL 32250

Phone: (904) 247-6268

Email: lscott@jaxbchfl.net

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

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

at: Lewis, Longman & Walker, P.A.

Attention: Wayne E. Flowers, Esq.

245 Riverside Avenue, Suite 510

Jacksonville, FL 32202

Phone: (904) 353-6410

Fax: (904) 353-7619

Email: wflowers@llw-law.com

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

SECTION 24. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY's requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
2. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said Section.
3. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the other party other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.
4. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting.
5. This Contract shall be executed by the respective duly authorized officials, and shall take effect as of the day and year first above written.

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

CITY OF JACKSONVILLE BEACH

By: [Signature]
William C. Latham, Mayor

Date: 3/6/20

Attest: [Signature]
Laurie Scott
City Clerk

By: [Signature]
Mike Staffopoulos
City Manager
Date: 03/06/2020

Approved as to form:
By: [Signature]
Chris Ambrosio
City Attorney

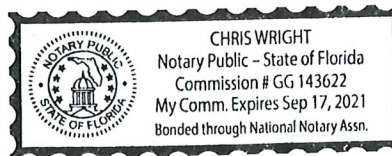
LEWIS, LONGMAN & WALKER, P.A.

By: _____
Print: _____
Shareholder
Date: _____

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 6th day of March 2020, by March (name of person
acknowledging), who is personally known to me or has produced _____ (type of
identification) as identification.

NOTARY PUBLIC:
Sign: Chris Wright
Print: Chris Wright
My Commission Expires:



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

CITY OF JACKSONVILLE BEACH

By: _____

William C. Latham, Mayor

Date: _____

Attest: _____

Laurie Scott
City Clerk

By: _____

Mike Staffopoulos
City Manager

Date: _____

Approved as to form:

By: _____

Chris Ambrosio
City Attorney

LEWIS, LONGMAN & WALKER, P.A.

By: Wayne E. Flowers

Print: Wayne E. Flowers
Shareholder

Date: 3-12-20

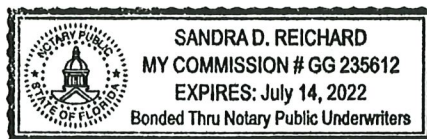
The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 12th day of March 2020, by Wayne Flowers (name of person
acknowledging), who is personally known to me or has produced _____ (type of
~~identification~~) as ~~identification~~.

NOTARY PUBLIC:

Sign: Sandra D. Reichard

Print: _____

My Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency - Tequesta 218 S US Hwy 1, Ste 300 Tequesta FL 33469	CONTACT Norma Forbes NAME: PHONE (561) 746-4546 (A/C, No, Ext): FAX (561) 746-9599 E-MAIL: nforbes@mmla-fl.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Underwriters Ins. Co. INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** CL1961019845 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y		21SBQBX4304	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			21SBQBX4304	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			21SBQBX4304	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WEQAP2400	07/01/2019	07/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Lawyers Professional Liability Evanston Excess Professional Liability			LPN903909800 / LX800102	07/01/2019	07/01/2020	Each Claim \$5,000,000 Excess over \$5M \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Mike Staffopoulos, City Manager
DATE:	April 13, 2021
SUBJECT:	Ordinance No. 2021-8164 [Second Reading]
	Repeal of Chapter 33, Article III, "Rental Motorcycles"

BACKGROUND

The current City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles" is no longer relevant or being utilized by any City department. It serves no current or future purpose for the City. Particularly, the City Clerk's Office and City Police Department do not utilize and have no intention of utilizing, the current Chapter 33, Article III, either directly or indirectly through department operations, policies, ordinances or resolutions. As such, it is appropriate to repeal Chapter 33, Article III, in its entirety as part of the overall legal process to amend, revise and improve the City Code of Ordinances and Charter.

Ordinance No. 2021-8164 was approved at the first reading held on April 5, 2021, without changes.

FINANCIAL IMPACT

None.

REQUESTED ACTION

- Adopt/Deny Ordinance No. 2021-8164 on the second reading repealing Chapter 33, Article III, "Rental Motorcycles"

ATTACHMENTS

- Ordinance No. 2021-8164 with the current City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles" attached and incorporated by reference.

Introduced by: Council Member Cory Nichols
1st Reading: April 5, 2021
2nd Reading: April 19, 2021

ORDINANCE NO. 2021-8164

**AN ORDINANCE OF THE CITY OF JACKSONVILLE
BEACH, FLORIDA, TO REPEAL CODE OF ORDINANCES
CHAPTER 33, ARTICLE III, "RENTAL MOTORCYCLES,"
IN ITS ENTIRETY; PROVIDING FOR REPEAL,
SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance and to repeal its ordinances pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles," originally created in 1955, has become outdated, irrelevant and unnecessary, it is not utilized by a City department, and it serves no current or future purpose for City business or operations; and

WHEREAS, particularly, the City Clerk's Office and City Police Department, do not utilize the current Chapter 33, Article III, "Rental Motorcycles," either directly or indirectly through department operations, policies, ordinances or resolutions; and

WHEREAS, the City Attorney has been providing ordinances to the City Council in order to make amendments, improvements, and revisions to the City Code of Ordinances, and he is working on amendments to improve the City Charter; and

WHEREAS, the City Council finds that the current City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles," in its current form dating to 1955, has no current or future purpose or use by the City, so it can be repealed in its entirety.

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

SECTION 1. RECITALS. The above recitals are ratified and made a part of this Ordinance.

SECTION 2. REPEAL. City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles," is hereby repealed in its entirety. The current Chapter 33, Article III, which shall be repealed, is attached to and incorporated into this Ordinance by reference.

SECTION 3. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES

CHAPTER 33, ARTICLE III. - RENTAL MOTORCYCLES

Sec. 33-68. - Definition.

Motorcycle is hereby defined, for the purposes of this article, to be a motorized vehicle having two (2) wheels or such vehicle equipped with a single-seat sidecar.

(Code 1955, § 23-117.1)

Sec. 33-69. - Brake horsepower.

All motorcycles for rent must be propelled by a power source not exceeding a maximum of one hundred (100) cubic centimeters displacement.

(Code 1955, § 23-117.2)

Sec. 33-70. - Speed governors.

Each motorcycle for rent shall be governed to a maximum speed of twenty-five (25) miles per hour. Such method of governing the speed shall be beyond tampering with by the actual operator.

(Code 1955, § 23-117.3)

Sec. 33-71. - Tandem seats and sidecars.

A single motorcycle for rent, if equipped with a tandem seat, shall not carry more than two (2) passengers, including the operator. If a motorcycle for rent is equipped with a sidecar and a tandem seat, then its passenger capacity is limited to three (3), including the operator.

(Code 1955, § 23-117.4)

Sec. 33-72. - Crash helmet and footwear.

The rentor shall furnish all passengers of rental motorcycles with approved crash helmets. All helmets shall meet the specifications of the state department of public safety. All passengers must wear shoes that cover the entire feet, with a hard or semihard (tennis shoes) soles. Sandal type shoes not covering the top of the foot are not acceptable as adequate footwear.

(Code 1955, § 23-117.5)

Sec. 33-73. - Persons eligible to rent.

Rental motorcycles shall be rented only to persons legally qualified to operate them, which fact shall be determined in advance by the rentor.

(Code 1955, § 23-117.6)

Sec. 33-74. - Identification marking.

Rental motorcycles shall have the capital letter "E" painted on the rear of each vehicle. The letter "E" shall be in a contrasting color and shall be at least three (3) inches in height.

(Code 1955, § 23-117.7)

Sec. 33-75. - Rental hours.

Motorcycles shall be rented only between the hours of 8:00 a.m. and 10:00 p.m.

(Code 1955, § 23-117.8)

Sec. 33-76. - Information to persons renting.

The rentor shall inform all persons renting motorcycles that the vehicles may be operated only in the area bordered on the east by the Atlantic Ocean, on the west by Third Street (State Road A1A), on the south by Sixteenth Avenue South, and on the north by Twentieth Avenue North (Seagate Avenue) and on State Road A1A (Third Street) and on Beach Boulevard; and that the speed limit on the ocean beach is ten (10) miles per hour. Such information shall also be posted in a conspicuous place at the place of business of the rentor in letters not less than two (2) inches in height.

(Code 1955, § 23-117.9)

Sec. 33-77. - Authority to chief of police to inspect vehicles.

The chief of police or his representative is authorized to inspect brake horsepower and speed governor requirements of this article.

(Code 1955, § 23-117.10)



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CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Mike Staffopoulos, City Manager
DATE:	April 13, 2021
SUBJECT:	Ordinance No. 2021-8165 [Second Reading]
	Chapter 10, "Fire and Life Safety," Article V, "Building and Fire Code Board of Appeals"

BACKGROUND

The current Code of Ordinances Chapter 10, "Fire and Life Safety," Article V, "Building and Fire Code Board of Appeals" was created by Ordinance No. 2020-8153 in order to comply with the requirement to create a Fire Code Board of Appeals by the Fire Prevention and Life Safety Code at that time. The current Fire Prevention and Life Safety Code does not require that municipalities provide a Board of Appeals to review Fire Marshal decisions, as long as there is some established means and due process in place to appeal a Fire Marshal fire code decision. It is optional to maintain a Building and Fire Code Board of Appeals to review Fire Marshal fire code decisions. There have been no appeals of the Fire Marshal's decisions in almost 20 years. The Fire Marshal finds that the Board has not been needed and is not needed while several adequate alternative methods for appeals are available, and it has been difficult to find qualified candidates that are interested in serving on the Board.

Ordinance No. 2021-8165 creates a purpose, scope, and process and procedure for appeals of the Fire Marshal fire code violation decisions. It is a simple alternative which provides adequate means and process for appeals. This Ordinance also provides that the State Fire Marshal's Office and National Fire Protection Association may additionally be utilized for appeals.

Ordinance No. 2021-8165 was approved at the first reading held on April 5, 2021, without changes.

FINANCIAL IMPACT

None.

REQUESTED ACTION

- Adopt/Deny Ordinance No. 2021-8165 on the second reading amending the City Code of Ordinances, Chapter 10, Article V, "Building and Fire Code Board of Appeals"

ATTACHMENTS

- Ordinance No. 2021-8165

Introduced by: Council Member Cory Nichols
1st Reading: April 5, 2021
2nd Reading: April 19, 2021

ORDINANCE NO. 2021-8165

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND AND RETITLE CODE OF ORDINANCES CHAPTER 10, ARTICLE V, "BUILDING AND FIRE CODE BOARD OF APPEALS;" PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the current City Code of Ordinances Chapter 10, "Fire and Life Safety," Article V, "Building and Fire Code Board of Appeals," was created in 2020 through Ordinance No. 2020-8153 in order to comply with the then current edition of the Fire Prevention and Life Safety Code to create a Fire Code Board of Appeals; and

WHEREAS, currently the Fire Prevention and Life Safety Code does not require that municipalities provide a Board of Appeals to review Fire Marshal decisions, as long as there is some established means and due process in place to appeal a Fire Marshal fire code decision; and

WHEREAS, it is optional to maintain a Board of Appeals to review Fire Marshal fire code violation decisions. There have been no appeals of the Fire Marshal's decisions in almost 20 years. The Fire Marshal finds that the Board has not been needed while adequate alternative methods for appeals are available, and it has been very difficult to find qualified candidates to serve on the Board; and

WHEREAS, the Fire Marshal and City Attorney suggest that City Code of Ordinances Chapter 10, Article V, "Building and Fire Code Board of Appeals," be amended with a more simple alternative which provides adequate means and process for appealing Fire Marshal fire code violation decisions; and

WHEREAS, the Fire Marshal and City Attorney have created a purpose, scope, and process and procedure for addressing appeals of the Fire Marshal fire code violation decisions, which are similar to the processes and methods previously in place; and

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

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

SECTION 2. CHAPTER 10, ARTICLE V, SECTION 10-5.01 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:¹

CHAPTER 10 – FIRE AND LIFE SAFETY

ARTICLE V. – ~~BUILDING AND FIRE CODE BOARD OF APPEALS OF FIRE MARSHAL’S~~ FIRE CODE INTERPRETATIONS

Sec. 10-5.01. – ~~Creation Purpose.~~

~~There is hereby created and established a board to be known and designated as the “Building and Fire Code Board of Appeals.” To provide an opportunity to grieve, appeal, and establish appellate due process for individuals and businesses who believe a fire code has been wrongly interpreted or that an improper decision has been rendered by the Fire Marshal’s office concerning the fire code as applied to their property.~~

SECTION 3. CHAPTER 10, ARTICLE V, SECTION 10-5.02 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 10-5.02. – ~~Powers and duties~~ Scope and procedures.

~~(a) The board of appeals shall provide reasonable interpretation of the provisions of Chapter 10, Article 111, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach and the FFPC as adopted thereby and issue rulings on appeals of the decision of the fire official and building official of the city. It is the intent of the Fire Marshal’s Fire Inspection/Code Enforcement program to gain voluntary compliance through the education of individuals, building operators, and contractors. In some circumstances, individuals may disagree with the Fire Marshal’s interpretation of the fire code. The process created by this section provides for an appeals process that is available to the aggrieved party.~~

~~(b) The rulings by the board of appeals shall be consistent with the letter and intent of the code as adopted in Chapter 10, Article 111, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach and the FFPC. When an individual believes the fire code has been interpreted incorrectly, they are to submit written notice to the Fire Marshal by hand delivery, professional courier, or U.S. certified mail, return receipt requested, to the Fire Marshal’s Office in the City of Jacksonville Beach City Hall. Within 10 days of receipt of the notice, the Fire Marshal and the aggrieved party shall meet and review the options available to the aggrieved party/~~

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

complainant to achieve compliance with the fire code. If a resolution cannot be reached at this meeting, the Fire Marshal, with agreement of the Building Operator/Owner, may employ a fire code consultant to review the dispute and decision(s) at issue and make an independent recommendation to resolve the matter. Also, the State Fire Marshal's Office and National Fire Protection Association may be used in the appeal decision making process and resolution to the appeal.

In no circumstances will the appeal be allowed to cause a violation that jeopardizes life safety to go uncorrected. Every effort is to be extended to gain voluntary compliance. If compliance cannot be gained, the City Special Magistrate process will be utilized for enforcement.

~~(c) — The board shall hear appeals regarding the interpretations of the FFPC and/or the Florida Building Code by the fire official and/or building official.~~

~~(d) — If the decision of the fire official and the building official is to apply the provisions of either the Building Code or the Fire Prevention Code, the board may not alter the decision unless the board determines that the application of such code is not reasonable.~~

~~(e) — The board of appeals shall not have the authority to waive the requirements of the Florida Building Code, Chapter 10, Article 111, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC.~~

~~(f) — The board of appeals decisions shall not be precedent setting.~~

SECTION 4. CHAPTER 10, ARTICLE V, SECTIONS 10-5.03 THROUGH 10-5.08 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, ARE HEREBY DELETED IN THEIR ENTIRETY.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 7. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances, and it shall replace the current Chapter 10, Article V in the City Code.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS ____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk