



City of Jacksonville Beach

Amended Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Tuesday, January 17, 2023

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Closed Executive Session held on December 19, 2022
- B. Regular City Council Meeting held on December 19, 2022
- C. Council Briefing held on January 9, 2023

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Accept/Reject the Monthly Financial Reports for the month of December 2022
- B. Award/Reject Bid Number 2122-14 to Hagar Construction for the construction of eight dune walkovers in an amount not to exceed \$2,526,705.00

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2130-2023 authorizing the City to enter into a Construction and Maintenance Agreement with the Florida Department of Transportation which details ownership of and responsibility for the cost, construction, operation, maintenance, and repair of three new curb ramps along Beach Boulevard at the Intersections of 5th Street South and 4th Street South as part of the FDOT's State Road 212/Beach Boulevard (US 90) from 12th Street to SR A1A Repaving Project
- B. Adopt/Deny Resolution No. 2131-2023 adopting the City logo and Brand Standards Manual

- C. Adopt/Deny Resolution 2132-2023 supporting the 2023 Florida League of Cities Legislative Platform
- D. Adopt/Deny Resolution No. 2133-2023 ratifying, establishing, and amending Police Department extra-duty pay rates
- E. Adopt/Deny Resolution No. 2134-2023 Amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2022-8188 on the second reading to establish an Outdoor Dining Pilot Program in the Downtown Incentive Zone
- B. Approve/Disapprove Ordinance No. 2023-8189 on the first reading amending Chapter 20, Article IV, Section 20-13(c) "Prohibited Activities" of the City of Jacksonville Beach Code of Ordinances to prohibit the possession and use of certain tobacco and vaping products in public parks and eliminating provisions that are redundant to Section 20-7(a), and schedule a second reading for February 6, 2023

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 Executive Session of the City Council
held Monday, December 19, 2022, at 4:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



CALL TO ORDER:

Mayor Hoffman called the meeting to order at 4:00 P.M.

The following Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson (absent)
	Fernando Meza	Cory Nichols (absent)	Greg Sutton

Also present were City Manager Mike Staffopoulos, City Attorney Sandra Robinson, City Clerk Sheri Gosselin, and a Court Reporter.

Mayor Hoffman called the public meeting to order.

Mayor Hoffman announced the Council would go into an Executive Session to discuss possible offers of settlement to resolve City of Jacksonville Beach v. SLG Investment Partnership, LLP, Case Number 1602020-CA-2297, and Volunteer Life Saving Corps v. City of Jacksonville Beach, Case Number 16-2022-CA-2089. Participants would be limited to Mayor Christine Hoffman, Mayor Pro Tem Cory Nichols, Council Members Sandy Golding, Bill Horn, Dan Janson, Fernando Meza, and Greg Sutton, City Manager Mike Staffopoulos, City Attorney Sandra Robinson, outside legal counsel for the City Cliff Shepard, and a certified court reporter.

Mayor Hoffman said the City Council, City Manager, City Attorney, outside legal counsel for the City, and the court reporter would adjourn to the City Hall Second Floor Boardroom for the attorney-client session. The session was estimated to last approximately one and a half hours.

After the closed session, the Council and officials would reconvene in public in the Council Chambers Conference Room, and the Mayor would announce the termination of the Executive Session. Any decisions or actions would be voted on in a public meeting.

City Clerk Sheri Gosselin stated the public notice and the agenda for the Executive Session were published on the City's website and posted in the display case at City Hall on December 15, 2022.

Mayor Hoffman closed the public meeting at 4:02 P.M.

Mayor Hoffman re-opened the public meeting at 5:53 P.M. to announce the termination of the closed attorney-client session.

No formal action was taken.

Note: The City's outside legal counsel, Attorney Cliff Shepard, did not attend the Executive Session.

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:53 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, Mayor

Date: _____

DRAFT

**Minutes of Regular City Council Meeting
held Monday, December 19, 2022, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn Dan Janson
Fernando Meza Cory Nichols Greg Sutton

Also present were: City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Chief Financial Officer Ashlie Gossett, Director of Beaches Energy Services Allen Putnam, Director of Planning and Development Heather Ireland, Police Commander Thom Bingham, Chief of Parks Development and Maintenance Trevor Hughes, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Regular Council Meeting held on December 5, 2022
- Closed Executive Session held on December 12, 2022
- Council Briefing held on December 12, 2022

ANNOUNCEMENTS:

Council Member Golding wished the citizens and her colleagues Happy Holidays. She noted Deck the Chairs was identified in a poll by local leaders as one of the best holiday traditions.

Council Member Meza reminded residents to be diligent about safety and packages on porches during the holiday season.

Mayor Hoffman mentioned Tuba Christmas was wonderful and encouraged residents to attend Deck the Chairs. She recognized the retirement of Assistant to the City Manager Chris Wright. Mayor Hoffman announced Mayor Pro Tem Nichols would be stepping up while she was out of the country for at least one Council Briefing and one City Council meeting. She noted the City Manager's evaluation would occur at the Council Briefing on February 13, 2023. She announced the new restaurant, O-Ku, was voted one of the Top 20 Restaurants in Florida.

COURTESY OF THE FLOOR TO VISITORS: None

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER:

Item A Accept/Reject the Monthly Financial Reports for the month of November 2022

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to accept the Monthly Financial Reports for the month of November 2022.

Discussion: *None*

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

Item B Award/Reject RFP No. 09-2122 Parking Services to SP Plus and authorize the Mayor and City Manager to execute the final contract

Commander Thom Bingham provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award RFP No. 09-2122 Parking Services to SP Plus and authorize the Mayor and City Manager to execute the final contract.

Discussion: A discussion ensued about parking on 6th Avenue North, kiosk maintenance and covers, and revenue generated.

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

Item C Nominate an applicant to fill the remainder of the 2nd Alternate Board of Adjustment term expiring December 31, 2025

Mayor Hoffman opened the floor for nominations.

Ms. Golding nominated Matt Metz.

Hearing no additional names, Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Metz – Janson, Meza, Nichols, Sutton, Golding, Horn, Mayor Hoffman

Matt Metz was appointed by a unanimous vote to fill the remainder of the 2nd Alternate Board of Adjustment term expiring December 31, 2025.

Item D 1. Approve/Disapprove the appointment of Emily Stouffer to fill the remainder of the vacant Regular Member term of Greg Sutton on the Planning Commission expiring December 31, 2023; and

2. Approve/Disapprove the appointment of Nicholas Andrews to fill the remainder of the 1st Alternate term of Emily Stouffer expiring December 31, 2024; and

3. Approve/Disapprove the reappointment of David Dahl to a new term on the Planning Commission, with a term expiring December 31, 2026; and

4. Nominate and appoint a new 2nd Alternate to fill the unexpired term on the Planning Commission, with a term expiring December 31, 2023

Public Comment:

- Georgette Dumont, 507 16th Avenue South, Jacksonville Beach, supported the reappointment of David Dahl.

Mayor Hoffman described the interview process.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the appointment of Emily Stouffer to fill the remainder of the vacant Regular Member term of Greg Sutton on the Planning Commission expiring December 31, 2023.

Discussion: *None*

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the appointment of Nicholas Andrews to fill the remainder of the 1st Alternate term of Emily Stouffer expiring December 31, 2024.

Discussion: *None*

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the reappointment of David Dahl to a new term on the Planning Commission, with a term expiring December 31, 2026.

Discussion: Mr. Sutton agreed with Ms. Dumont's recommendation.

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

Mayor Hoffman opened the floor for nominations for the 2nd Alternate position on the Planning Commission.

Ms. Golding nominated Debbie Cole.

Mr. Janson nominated Justin Henderson.

Hearing no additional names, Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Cole – Golding, Mayor Hoffman
Henderson – Horn, Janson, Meza, Nichols, Sutton

Justin Henderson was appointed by a unanimous vote to the 2nd Alternate position to fill the unexpired term on the Planning Commission, with a term expiring December 31, 2023.

Item E **Award/Reject Bid No. 2021-016 to Wayne Enterprises, Inc., for the purchase of flame-retardant clothing for Beaches Energy Services**

Director of Beaches Energy Services Allen Putnam provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award Bid No. 2021-016 to Wayne Enterprises, Inc., for the purchase of flame-retardant clothing for Beaches Energy Services.

Discussion: A brief discussion ensued about the clothing and its life expectancy.

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

Item F **Approve/Disapprove a Lease and Use Agreement with Rising Leaders of North Florida, Inc., for construction and operation of The Learning Center at the Jax Beach Golf Club, and authorize the Mayor and City Manager to sign the Lease and Use Agreement**

Chief of Parks Development and Maintenance Trevor Hughes provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve a Lease and Use Agreement with Rising Leaders of North Florida, Inc., for construction and operation of The Learning Center at the Jax Beach Golf Club, and authorize the Mayor and City Manager to sign the Lease and Use Agreement.

Discussion: A brief discussion ensued about local youth participation and the building's construction.

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

RESOLUTIONS:

Item A **Adopt/Deny Resolution No. 2128-2022 adopting a policy to restrict private property owner Right-of-Way Permits in the Downtown Community Redevelopment Agency District for a period of 10 years**

Director of Planning and Development Heather Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2128-2022 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY RESTRICTING THE ISSUANCE OF “RIGHT-OF-WAY PERMITS” TO PRIVATE PROPERTY OWNERS IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY DISTRICT FOR A PERIOD OF 10 YEARS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2128-2022 adopting a policy to restrict private property owner Right-of-Way

Permits in the Downtown Community Redevelopment Agency District for a period of 10 years.

Discussion: *None*

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

Item B **Adopt/Deny Resolution No. 2129-2022 authorizing the purchase of 5 additional MWs (for a total of 15 MWs) of solar energy through a Power Purchase Agreement entered into by the Florida Municipal Power Agency and the third-party solar developer**

Mr. Putnam provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2129-2022 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, PROVIDING CONDITIONAL AUTHORIZATION TO COMMIT FINANCIALLY TO A SPECIFIED PORTION OF THE SOLAR ENERGY ACQUIRED BY THE FLORIDA MUNICIPAL POWER AGENCY IN THE EVENT FLORIDA MUNICIPAL POWER AGENCY ACQUIRES SUCH SOLAR ENERGY; PROVIDING CONDITIONAL AUTHORIZATION TO COMMIT TO BEING BOUND BY SECTION 10. OF RATE SCHEDULE B- I OF THE ALL-REQUIREMENTS POWER SUPPLY CONTRACT; DESIGNATING AUTHORIZED OFFICERS; APPROVING AND TAKING CERTAIN OTHER ACTIONS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Resolution No. 2129-2022 authorizing the purchase of 5 additional MWs (for a total of 15 MWs) of solar energy through a Power Purchase Agreement entered into by the Florida Municipal Power Agency and the third-party solar developer.

Discussion: A brief discussion ensued about the agreement terms.

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

ORDINANCES:

Item A **Adopt/Deny Ordinance No. 2022-8183 on the second reading for a Redevelopment District RD Zoning District Amendment for the Dolphin Depot RD District**

Director of Planning and Development Heather Ireland provided background on the item and noted one additional condition from the first reading. She stated the Community Redevelopment Agency adopted a Resolution [CRA Resolution No. 2022-13] in support of the pilot program.

Mayor Hoffman requested the City Clerk read Ordinance No. 2022-8183 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING REDEVELOPMENT DISTRICT: RD DISTRICT ORDINANCE NO. 2017-8089, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance for the *Redevelopment District: RD* rezoning of a property is before this Council for a public hearing and consideration on its second reading. Under the laws of the State of Florida, an application to amend the zoning regulations or map governing a property is handled as a ‘quasi-judicial’ proceeding. A quasi-judicial proceeding means that a governing body is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision-makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant’s burden to demonstrate that his or her application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council’s decision on a RD rezoning application is based on the criteria set forth in Section 34-347(c)(3)i of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

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

I will now open the public hearing on Ordinance No. 2022-8183.”

Public Hearing:

- The applicant’s representative, Steve Diebenow, 1 Independent Drive, Suite 1200, Jacksonville, agreed to the conditions.

The following spoke in support of the ordinance:

- Robert Daum, 111 7th Avenue North, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Mr. Diebenow and Ms. Ireland both responded to Mr. Daum’s comments. Mr. Diebenow suggested an additional condition for a 5-foot deviation and elimination of up to 5 parking spaces to address Mr. Daum’s concerns.

Mayor Hoffman read the following: “Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons

and the substance of any ex-parte communications regarding this application. An ex-parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Ex-Parte Communications:

Mayor Hoffman and Council Members Horn, Meza, Janson, and Nichols had no ex-parte communication.

Council Member Sutton said he had no ex-parte communication but did participate in discussions on this project as a member of the Planning Commission.

Council Member Golding disclosed she received an email from Mr. Ken Marsh expressing concerns about the addition of short-term rentals as a permitted use. She also spoke with Mr. Diebenow about Mr. Marsh’s concern.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2022-8183 on the first reading for a Redevelopment District: RD Zoning District amendment for the Dolphin Depot RD District and schedule a second reading for December 19, 2022.

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

Discussion: A discussion ensued about short-term rentals and the 7th Avenue side of the building.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend the condition to require the applicant to identify opportunities to enhance the 1st Street side and the 7th Avenue North side of the building with art, decorative lighting, or a green wall.

Discussion: *None*

Motion to Amend Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Nichols, Mayor Hoffman
The motion to amend passed unanimously.

Discussion: A discussion ensued about headlights, landscaping, driveway relocation, and a garage gate.

Amended Motion Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Nichols, Sutton, Mayor Hoffman
The motion, as amended, passed unanimously.

Item B **Approve/Disapprove Ordinance No. 2022-8188 on the first reading to establish an Outdoor Dining Pilot Program in the Downtown Incentive Zone, and schedule a second reading for January 16, 2022**

Ms. Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2022-8188 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 28 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, BY ADDING SECTION 28-12 ESTABLISHING A SIDEWALK DINING PROGRAM IN THE DOWNTOWN INVESTMENT ZONE WITHIN THE DOWNTOWN REDEVELOPMENT DISTRICT; PROVIDING FOR 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. 2022-8188.”

Public Hearing:

The following spoke in support of the ordinance:

- Marc Angelo, 1283 Ponte Vedra Boulevard, Ponte Vedra Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2022-8188 on the first reading to establish an Outdoor Dining Pilot Program in the Downtown Incentive Zone, and schedule a second reading for January 16, 2022.

Discussion: A brief discussion ensued about the pilot program, protective railings, signage, furniture, and alcohol enforcement.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:03 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

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

The following City Council Members were in attendance:

Mayor: Christine Hoffman (absent)

Council Members:	Sandy Golding	Bill Horn (late)	Dan Janson
	Fernando Meza	Cory Nichols	Greg Sutton

Also present were City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Director of Beaches Energy Allen Putnam, Chief Financial Officer Ashlie Gossett and Director of Parks and Recreation Jason Phitides.

Purpose of Briefing

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

City Manager

Public Utility Regulatory Policies Act ("PURPA") New Standards for Consideration

Director of Beaches Energy Allen Putnam explained PURPA and the two recently added standards:

- Demand Response and Demand Flexibility
- Electric Vehicle Charging Programs

Mr. Putnam explained the procedural requirements and timeline for consideration. City Attorney Sandra Robinson advised the Council of their options regarding the hearing procedures. A conversation ensued regarding upcoming dates and options for including public comments at the hearing. It was the consensus of the Council to schedule a future hearing at the beginning of summer to discuss the recently added standards, and in-person comments from the public would be accepted during the hearing.

Solid Waste Collection and Disposal Rate Adjustment Options

Chief Financial Officer Ashlie Gossett explained on December 5, 2022, City Council awarded RFP No. 10-2122 to Waste Pro of Florida, Inc., for the collection and disposal of solid waste and recycling with twice-a-week residential collection. Ms. Gossett stated the current waste collection and disposal fees are insufficient to cover the new contract's cost and must be adjusted to sustain the Sanitation Fund.

Ms. Gossett reviewed four options for the Council to consider in adjusting solid waste fees. A conversation ensued regarding the four adjustment options and the possibility of creating a hybrid option combining two of the four proposed options. It was the consensus of the Council for staff to prepare a hybrid option for the resident fee adjustments. This hybrid option would be brought back to the Council at a future Council meeting as a resolution for approval.

Gonzales Park Update

Director of Parks and Recreation Jason Phitides presented the Council with a handout [on file] of a revised version of the redesigned master plan for Gonzales Park. A conversation ensued regarding the layout and suggested changes. It was the consensus of the Council to remove all volleyball courts, keep the exercise equipment centrally located and add seating near the pickleball courts.

Miscellaneous City Manager's Items

Ms. Gossett spoke about restructuring the Finance Department. She explained the reclassification of positions and the addition of new positions. She stated the financial impact of the departmental restructuring would be approximately \$42,000 a year. It was the consensus of the Council for staff to prepare a resolution to be presented at the January 17, 2023, Council meeting.

City Manager Mike Staffopoulos asked the Council if anyone was interested in replacing former Council Member Stokes' position on the Duval County Blue Zone Committee. A conversation ensued regarding the time commitment needed to be a part of this committee. Mr. Staffopoulos stated he would send the Council an email with information regarding the committee, and any interested Council Member could reach out to him for more information.

Council Member Janson spoke about The National League of Cities (NLC), stating the City of Jacksonville Beach is not currently a member. Mr. Janson provided the Council with a handout [on file] highlighting the organization and its membership benefits. It was the consensus of the Council to review the information provided and discuss the topic further at an upcoming Council briefing.

Community Assignment Report

N/A

Future Briefing Topics

N/A

The Briefing adjourned at 6:22 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Cory Nichols, MAYOR PRO TEM

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	12/13/2022
SUBJECT:	Accept/Reject the Monthly Financial Reports for the month of December 2022

BACKGROUND

Attached are the monthly financial reports for December 2022 as prepared by the Finance Department. These reports represent 3 months of activity, or 25.2% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

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

ATTACHMENTS

1. 2022-12 December Financials



SUMMARY BUDGET REPORT

December 31, 2022

25.2% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	11,815,439	71.6%	9,203,929	61.8%	9.8%	2,611,511
2 Licenses & Permits	282,361	43.6%	235,808	39.0%	4.6%	46,553
3 Intergovernmental Revenue	1,240,687	28.9%	973,924	23.5%	5.4%	266,763
4 Charges for Services	119,694	26.2%	126,619	27.0%	-0.7%	(6,926)
5 Enterprise Contributions	952,148	25.1%	953,798	25.0%	0.1%	(1,650)
6 Miscellaneous Revenue	284,447	102.3%	36,273	10.9%	91.4%	248,174
7 Fines & Forfeitures	29,519	17.4%	34,350	21.2%	-3.8%	(4,830)
8 Interfund Transfers	114,723	22.3%	159,158	31.0%	-8.6%	(44,434)
Total Revenues	\$14,839,019	55.7%	\$11,723,859	47.0%	8.6%	\$3,115,160

Current Year vs. Prior Year



Discussion

Total General Fund revenues are over budget for the current year, due in part to the timing of ad valorem tax distributions.

2 Permit revenues are up because of an increase in construction activity compared to the same time in the prior year.

3 The increase in intergovernmental revenues is attributable to the timing of receipts from the City of Jacksonville.

6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

December 31, 2022

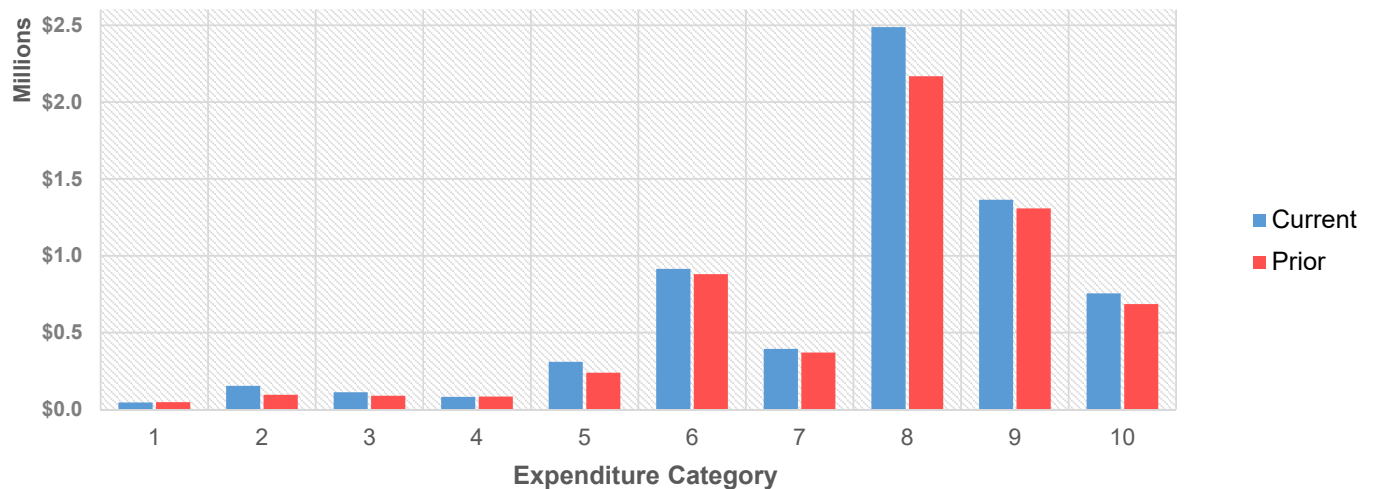
25.2% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	46,168	23.5%	47,768	26.7%	-3.2%	(1,600)
2 City Attorney	153,800	26.6%	95,921	20.2%	6.4%	57,879
3 City Clerk	112,580	23.5%	89,163	19.6%	4.0%	23,416
4 Building Maintenance	82,659	18.2%	84,280	19.2%	-1.0%	(1,621)
5 Planning and Development	309,876	20.3%	239,133	19.8%	0.5%	70,743
6 Parks and Recreation	915,213	22.2%	880,862	24.0%	-1.8%	34,351
7 Public Works	394,396	21.4%	370,340	19.2%	2.2%	24,056
8 Police	2,488,396	24.6%	2,169,439	21.8%	2.7%	318,957
9 Fire Services	1,364,618	38.2%	1,308,629	39.0%	-0.8%	55,989
10 Non-Departmental	756,033	18.0%	686,071	20.2%	-2.3%	69,962
Total Expenditures	6,623,738	24.4%	5,971,606	23.8%	0.6%	\$652,132

Current Year vs. Prior Year



Discussion

Total General Fund Expenditures are in line with both the current budget and prior year expenditures on a percent of budget basis.

- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 4th of 10 annual payments to satisfy this obligation.



SUMMARY BUDGET REPORT

December 31, 2022

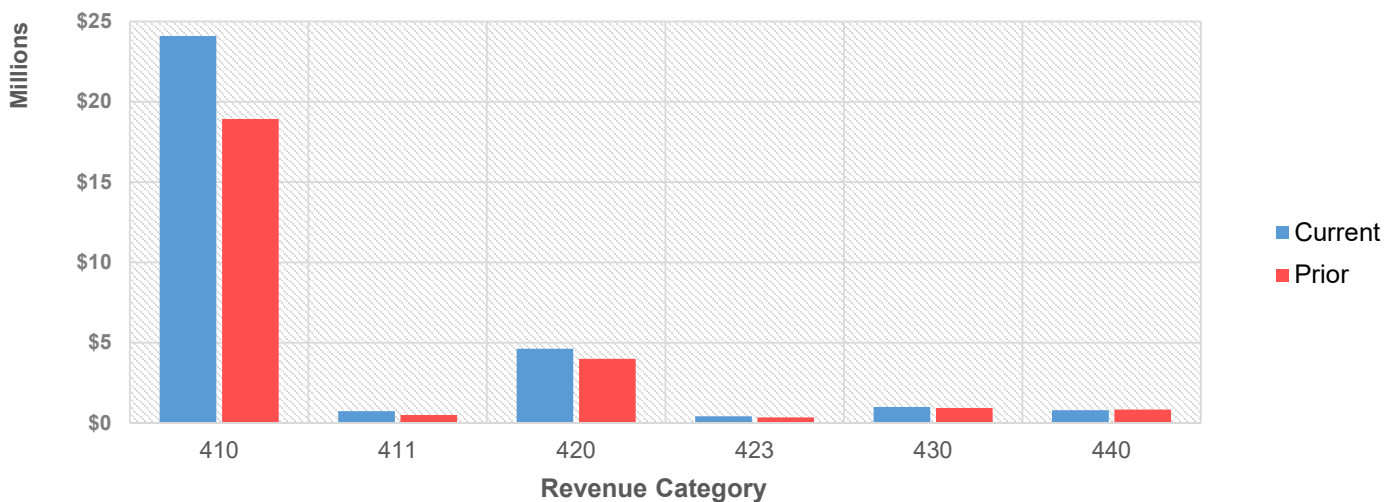
25.2% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	24,098,949	25.1%	18,924,814	22.8%	2.4%	5,174,135
411 Natural Gas	729,121	33.0%	490,777	24.4%	8.6%	238,344
420 Water & Sewer	4,613,033	28.9%	3,992,719	26.4%	2.5%	620,314
423 Stormwater	408,583	28.8%	340,757	23.4%	5.4%	67,826
430 Sanitation	991,343	25.6%	929,389	26.3%	-0.7%	61,954
440 Golf Course	788,605	27.8%	825,595	36.3%	-8.5%	(36,990)
Total Revenues	\$31,629,634	25.9%	\$25,504,051	23.7%	2.2%	\$6,125,582

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are in line with both budget estimates and slightly ahead of prior year revenues on a percent of budget basis.

410 The increase in Electric revenues is due an increase in the pass-through bulk power cost adjustment used to pay for the rising cost of electricity from the City's provider.

411 The increase in Natural Gas revenues is attributable to increased customer consumption and an increase in the pass-through cost of gas adjustment used to pay for the rising cost of natural gas from the City's provider.

440 The decrease in golf course revenues is largely due to the termination of pro lesson revenues. The City no longer has agreements with independent contractors for this service.



SUMMARY BUDGET REPORT

December 31, 2022

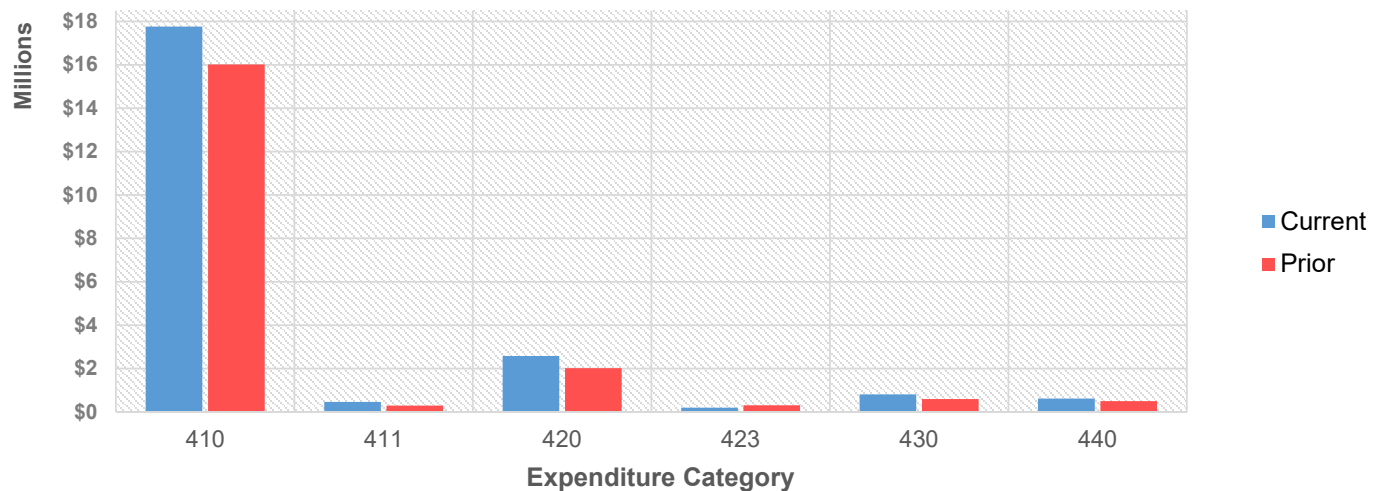
25.2% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	17,759,182	17.5%	16,009,223	17.7%	-0.2%	1,749,959
411 Natural Gas	462,349	22.7%	287,778	13.6%	9.1%	174,571
420 Water & Sewer	2,578,995	13.5%	2,012,233	9.4%	4.2%	566,762
423 Stormwater	192,449	4.1%	307,688	11.5%	-7.4%	(115,239)
430 Sanitation	804,941	17.5%	588,462	14.3%	3.2%	216,479
440 Golf Course	615,899	21.7%	497,533	20.6%	1.1%	118,367
Total Expenditures	\$22,413,815	16.6%	\$19,702,917	16.0%	0.7%	\$2,710,898

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and slightly ahead of prior year expenditures on a percent of budget basis.

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

423 The decrease in Stormwater expenditures from the prior year is attributable to the timing of capital outlay in the prior year.



SUMMARY BUDGET REPORT

December 31, 2022

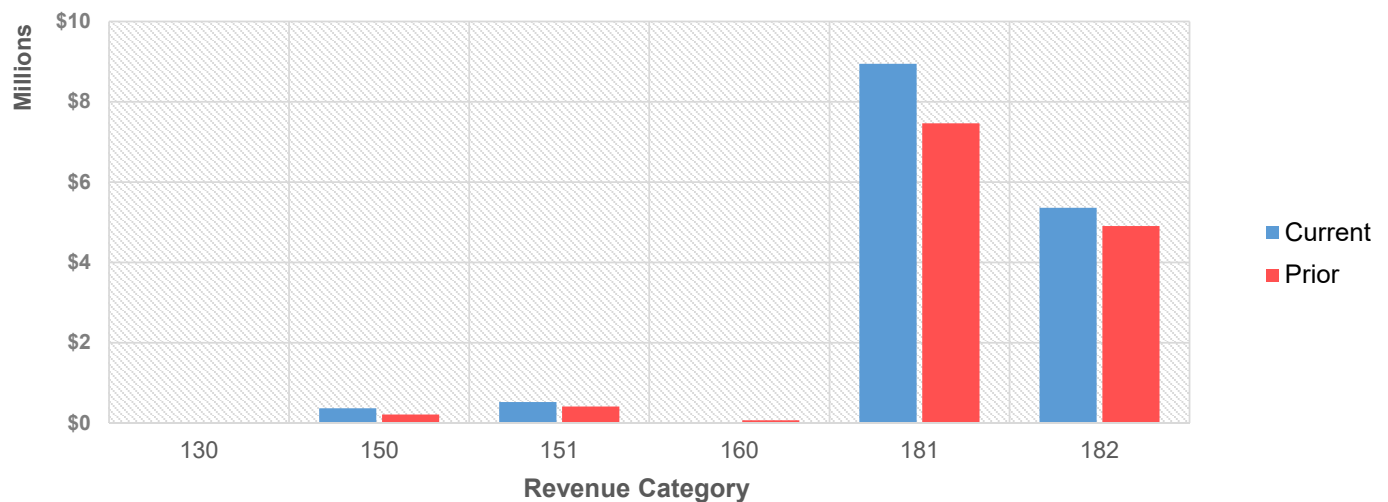
25.2% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	19,971	4.8%	(1,716)	-0.5%	5.2%	21,687
150 Local Option Gas Tax	364,035	31.5%	208,649	26.2%	5.3%	155,386
151 Infrastructure Surtax	518,511	35.1%	408,679	28.8%	6.2%	109,831
160 Community Dev Blk Grant	21,723	15.3%	66,158	46.6%	-31.3%	(44,434)
181 Downtown Increment Fund	8,944,909	99.6%	7,464,895	97.6%	2.1%	1,480,014
182 Southend Increment Fund	5,358,092	181.7%	4,903,410	182.1%	-0.3%	454,682
Total Revenues	\$15,227,240	100.7%	\$13,050,074	99.8%	0.9%	\$2,177,166

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are in line with prior year actuals on a percent of budget basis.

130 Convention Development revenues are normally received two months in arrears.

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

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December.



SUMMARY BUDGET REPORT

December 31, 2022

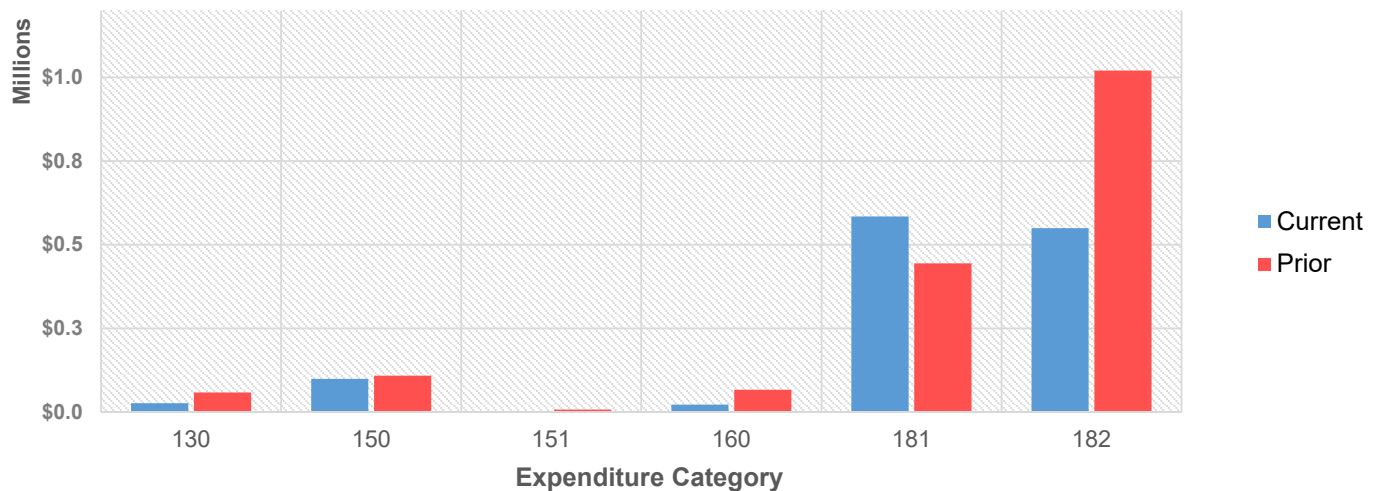
25.2% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	25,744	5.3%	58,103	10.1%	-4.8%	(32,360)
150 Local Option Gas Tax	98,491	12.0%	108,045	13.5%	-1.5%	(9,554)
151 Infrastructure Surtax	2,739	0.2%	6,791	0.5%	-0.3%	(4,052)
160 Community Dev Blk Grant	21,723	15.3%	66,158	46.6%	-31.3%	(44,434)
181 Downtown Increment Fund	584,396	2.0%	444,190	4.6%	-2.6%	140,206
182 Southend Increment Fund	549,036	4.5%	1,020,510	8.6%	-4.0%	(471,473)
Total Expenditures	\$1,282,129	2.9%	\$1,703,797	7.0%	-4.1%	(\$421,669)

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and 4.1% lower than the prior year on a percentage of budget basis.

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



SUMMARY BUDGET REPORT

December 31, 2022

25.2% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	26,657,072	6,719,043	14,839,019	8,119,976
130 Convention Development Tax	418,705	105,537	19,971	(85,566)
150 Local Option Gas Tax	1,154,613	291,026	364,035	73,009
151 Infrastructure Surtax	1,478,438	372,647	518,511	145,863
160 Community Dev. Blk. Grant	142,000	35,792	21,723	(14,068)
181 Downtown Increment Fund	8,978,030	2,262,956	8,944,909	6,681,954
182 Southend Increment Fund	2,948,523	743,189	5,358,092	4,614,902
410 Electric Utility	95,979,446	24,192,080	24,098,949	(93,131)
411 Natural Gas Utility	2,207,035	556,294	729,121	172,827
420 Water & Sewer Utility	15,972,798	4,026,020	4,613,033	587,012
423 Storm Water Management	1,416,541	357,046	408,583	51,537
430 Sanitation Fund	3,869,346	975,287	991,343	16,055
440 Golf Course Fund	2,838,334	715,416	788,605	73,189
460 Leased Facilities Fund	751,277	189,363	186,120	(3,243)
500 Internal Service Funds	15,749,360	3,969,702	3,453,527	(516,175)
Total Revenues	\$180,561,518	\$45,511,396	\$65,335,539	\$19,824,143

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	27,115,019	6,834,471	6,623,738	210,732
130 Convention Development Tax	484,620	122,151	25,744	96,407
150 Local Option Gas Tax	823,218	207,496	98,491	109,005
151 Infrastructure Surtax	1,104,378	278,364	2,739	275,625
160 Community Dev. Blk. Grant	142,000	35,792	21,723	14,068
181 Downtown Increment Fund	29,593,877	7,459,279	584,396	6,874,883
182 Southend Increment Fund	12,123,521	3,055,792	549,036	2,506,755
410 Electric Utility	101,578,531	25,603,356	17,759,182	7,844,174
411 Natural Gas Utility	2,037,749	513,624	462,349	51,276
420 Water & Sewer Utility	19,049,315	4,801,471	2,578,995	2,222,477
423 Storm Water Management	4,716,982	1,188,938	192,449	996,489
430 Sanitation Fund	4,598,841	1,159,160	804,941	354,219
440 Golf Course Fund	2,841,542	716,224	615,899	100,325
460 Leased Facilities Fund	927,353	233,744	344,140	(110,396)
500 Internal Service Funds	15,760,083	3,972,404	3,444,289	528,116
Total Expenditures	\$222,897,032	\$56,182,266	\$34,108,111	\$22,074,155

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	8,215,281	8,330,709
130 Convention Development Tax	(5,773)	10,841
150 Local Option Gas Tax	265,544	182,015
151 Infrastructure Surtax	515,772	421,488
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	8,360,513	13,556,836
182 Southend Increment Fund	4,809,055	7,121,658
410 Electric Utility	6,339,767	7,751,043
411 Natural Gas Utility	266,773	224,103
420 Water & Sewer Utility	2,034,038	2,809,489
423 Storm Water Management	216,134	1,048,026
430 Sanitation Fund	186,401	370,274
440 Golf Course Fund	172,706	173,514
460 Leased Facilities Fund	(158,021)	(113,640)
500 Internal Service Funds	9,238	11,941
Total	\$31,227,429	\$41,898,298



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

December 31, 2022

Type of Investment	10/1/2022 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	12/31/2022 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	41,748,356	-	(7,706)	234,953	(21,268)	205,980	185,952	42,140,288	0.08%
Galliard Capital Management	45,506,539	269,313	(214,501)	287,174	(23,737)	318,248	(0)	45,824,788	0.13%
Garcia Hamilton & Associates	46,348,436	262,575	(81,434)	239,654	(6,023)	414,771	(0)	46,763,207	0.17%
State Pooled Investment Fund	32,420,623	311,046	-	-	-	311,046	0	32,731,669	0.13%
Florida Trust	29,312,861	258,545	-	-	-	258,545	(0)	29,571,407	0.10%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,599,391	52,588	-	-	-	52,588	(0)	12,651,979	0.02%
Operating Cash: Bank of America	20,569,228	113,921	-	-	(38,187)	75,734	19,980,751	40,625,712	0.04%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	228,512,159	1,267,987	(303,641)	761,781	(89,215)	1,636,913	20,166,703	250,315,775	0.69%
Pension: Salem Mutual Fund	55,463,746	1,590,922	104	3,899,234	-	5,490,260	0	60,954,006	5.80%
Pension: Sawgrass Asset Mgt	23,681,641	160,669	(194,725)	515,956	(19,239)	462,661	(0)	24,144,302	0.45%
Pension: Wells Capital	12,281,883	18,730	(26,033)	134,639	(20,020)	107,315	0	12,389,197	0.10%
Pension: JPMCB - Strategic Property Fund	6,819,791	-	-	(195,098)	-	(195,098)	-	6,624,693	-0.18%
TOTAL PENSION INVESTMENTS	98,247,060	1,770,320	(220,654)	4,354,731	(39,259)	5,865,138	0	104,112,198	5.97%
TOTAL CASH AND INVESTMENTS	\$326,759,219	\$3,038,307	(\$524,295)	\$5,116,513	(\$128,474)	\$7,502,051	\$20,166,703	\$354,427,973	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	11/22/2022
SUBJECT:	Bid Number 2122-14 Construction of Eight Dune Walkovers

BACKGROUND

The City of Jacksonville Beach (COJB) Public Works (PW) Department has a recurring design and construction plan to reconstruct and rebuild eight dune walkovers. This item is budgeted in the Community Redevelopment Agency (CRA) Capital Improvements Program (CIP) and the PW CIP. This year the following walkovers have been designed and permitted by the Florida Department of Environmental Protection (FDEP):

1. 16th Avenue North (Outside CRA) - (Non-ADA Ramp)
2. 8th Avenue North – (Stairs)
3. Pier Parking Lot (between 4th & 5th Ave North) – (Stairs)
4. Seawalk Pavilion (between 2nd & 1st Ave North) - (Non-ADA Ramp)
5. 3rd Avenue South – (Stairs)
6. 7th Avenue South - (Stairs)
7. 10th Avenue South - (Non-ADA Ramp)
8. 22nd Avenue South (Outside CRA) - (Stairs)

The bidding process resulted in only one company submitting a bid: Hagar Construction, with an amount of \$ 2,105,587.50.

Construction of these walkovers must occur primarily outside of sea turtle nesting season, and are to be constructed between November 1, 2022 and April 30, 2023.

Hagar Bid	\$2,105,587.50
20% Contingency	\$ 421,117.50
Total Construction	\$2,526,705.00

Original bid documents can be found [HERE](#).
Hagar Construction response can be found [HERE](#).

The Engineer's Opinion of Probable Construction Cost Estimate for this project was \$1,257,320 with a 20% contingency of \$209,553 included in the estimate.

With the excessive costs associated with this bid, the single response received, the increased expectation of change orders due to dune status, the additional need for design/construction change approvals from FDEP, and the status of the next dune renourishment program schedule, PW Administration recommends that the City Council



reject all bids received at this time.

In the event City Council chooses to award this construction bid, PW would request an additional contract for Administrative Services to Four Waters Engineering, Inc., in an amount not to exceed \$100,000.

FINANCIAL IMPACT

The FY2023 CIP budget for the six walkovers inside the CRA boundaries is \$500,000, and the budget for the two walkovers outside of the CRA is \$200,000.

REQUESTED ACTION

Award/Reject Bid Number 2122-14 to Hagar Construction for the construction of eight dune walkovers in an amount not to exceed \$2,526,705.00

ATTACHMENTS

1. Bid 2122-14 Bid Tabulation
2. Bid 2122-14 Response Summary

BID TABULATION**2122-14 FY22 Dune Walkover Replacement – 8 Locations****Hager Construction
Company**

<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
------------	-------------------------	-----------------	-------------	---------------

BASE BID

1	City of Jacksonville Beach Building Permits	1	Allow.	\$31,100.00
2	Demolition of Existing Walkovers (8 total)	1	LS	\$58,500.00
3	16th Ave. North Dune Walkover	1	LS	\$292,500.00
4	8th Ave. North Dune Walkover	1	LS	\$175,500.00
5	Pier Parking Lot Dune Walkover	1	LS	\$182,812.50
6	Seawalk Pavilion Dune Walkover	1	LS	\$292,500.00
7	3rd Ave. South Dune Walkover	1	LS	\$197,437.50
8	7th Ave. South Dune Walkover	1	LS	\$175,500.00
9	10th Ave. South Dune Walkover	1	LS	\$255,937.50
10	22nd Ave. South Dune Walkover	1	LS	\$138,937.50

BID PRICE - BASE BID	\$1,800,725.00	*
-----------------------------	-----------------------	---

BID ADD ALTERNATE 1 - PROVIDE THRU FLOW DECKING AT SEWARD RAMP AND SWITCH BACK INSTEAD OF BASE BID DECKING

(for the following select walkovers, the ALT amount proposed below by the Bidder should fully replace the Base Bid amount of each applicable line item)

<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
------------	-------------------------	-----------------	-------------	---------------

BID ALTERNATE 1

3A	16th Ave. North Dune Walkover – Include ThruFlow Decking at Seaward Ramp and Switch Back	1	LS	\$304,200.00
6A	Seawalk Pavilion Dune Walkover – Include Thru Flow Decking at Seaward Ramp and Switch Back	1	LS	\$304,200.00
9A	10th Ave South Dune Walkover – Include Thru Flow Decking at Seaward Ramp and Switch Back	1	LS	\$257,400.00

<u>No.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
------------	-------------------------	-----------------	-------------	---------------

BID ALTERNATE 2

11	Sea Turtle Exclusionary Fencing at All Walkovers (8 Locations)	1	LS	\$280,000.00
----	--	---	----	--------------

* Corrected bid amount

Public Works

Response Summary

Bid No. 2122-14 FY22 Dune Walkover Replacement – 8 Locations

Section 00301

Vendor	00300 Bid Proposal Form	A	B	C	D	E	F	00410 Bid Bond	00480 Non- collusion Affidavit	Addendum #1	Occupational License	W-9	Qualifications	Notes
Hager Construction Company	x	x	x	x	x	x	x	x	x	x	x	x	x	

Legend:



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis Barron, Jr., Director of Public Works
DATE:	12/09/2022
SUBJECT:	Resolution No. 2130-2023 Construction and Maintenance Agreement with the Florida Department of Transportation

BACKGROUND

The State of Florida Department of Transportation (“FDOT”) is preparing to construct the SR 212/Beach Boulevard Roadway Improvements Project (the “Project”). A portion of the Project, including three new curb ramps (one at the southeast quadrant of the intersection of Beach Boulevard and 5th Street South, one at the southwest quadrant of the intersection of Beach Boulevard and 4th Street South, and one at the southeast quadrant of the intersection of Beach Boulevard and 4th Street South) is to be constructed within the limits of the City of Jacksonville Beach (the “City”). The FDOT requires the City to enter into an FDOT-standard Construction and Maintenance Agreement (the “Agreement”), which details ownership of and responsibility for the cost, construction, operation, maintenance, and repair of three new curb ramps along Beach Boulevard at the Intersections of 5th Street South and 4th Street South as part of the FDOT's State Road 212/Beach Boulevard (US 90) from 12th Street to SR A1A Repaving Project.

FINANCIAL IMPACT

REQUESTED ACTION

Adopt/Deny Resolution No. 2130-2023 authorizing the City to enter into a Construction and Maintenance Agreement with the Florida Department of Transportation which details ownership of and responsibility for the cost, construction, operation, maintenance, and repair of three new curb ramps along Beach Boulevard at the Intersections of 5th Street South and 4th Street South as part of the FDOT's State Road 212/Beach Boulevard (US 90) from 12th Street to SR A1A Repaving Project

ATTACHMENTS

1. Resolution No. 2130-2023
2. Attachment A - FDOT Construction and Maintenance Agreement

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2130-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DETAILING OWNERSHIP OF, AND RESPONSIBILITIES FOR, THE COST, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THREE NEW CURB RAMPS ALONG BEACH BOULEVARD AT THE INTERSECTIONS OF 5TH STREET SOUTH AND 4TH STREET SOUTH AS PART OF THE DEPARTMENTS STATE ROUTE 212/BEACH BOULEVARD (US90) FROM 12TH STREET TO A1A REPAVING PROJECT, WITH FINANCIAL PROJECT NUMBER 445420-1-52-01; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the "FDOT") is to construct the SR 212/Beach Boulevard Roadway Improvements Project in Duval County, Florida, having FDOT Financial Project Number 445420-1 (the "PROJECT"); and

WHEREAS, a portion of the PROJECT, including three new curb ramps, one at the southeast quadrant of the intersection of Beach Boulevard and 5th Street South, one at the southwest quadrant of the intersection of Beach Boulevard and 4th Street South and one at the southeast quadrant of the intersection of Beach Boulevard and 4th Street South, is to be constructed within the limits of the City of Jacksonville Beach (the "CITY"); and

WHEREAS, the FDOT requires the CITY to enter into an FDOT-standard Construction and Maintenance Agreement (the "AGREEMENT"); and

WHEREAS, the AGREEMENT specifies ownership of, and responsibilities for, the cost, construction operation, maintenance, and repair of, the new bridges and roadway approaches at the crossings of 15th and 18th Avenues North over the FDOT Drainage Easement; and

WHEREAS, in order for the FDOT to proceed with this PROJECT, FDOT requires the CITY to execute the AGREEMENT; and

WHEREAS, said AGREEMENT is in the best interest of the CITY.

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 true and correct and incorporated herein.

SECTION 2. Authorization. The Mayor and City Manager of the CITY are hereby authorized to execute the AGREEMENT attached hereto as Exhibit A.

SECTION 3. Instructions to the Clerk. The executed AGREEMENT, along with a certified copy of this resolution, shall be delivered forthwith to the FDOT.

SECTION 4. 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 5. 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 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and City of Jacksonville Beach ("Agency").

-RECITALS-

1. The term "Property" shall collectively refer to certain real property located in Duval County, Florida, within the City of Jacksonville Beach City limits, where certain portions are owned by the Department and described as SR 212/US 90/ Beach Boulevard ("Department Property"), shown in green, and other portions are owned by the Agency referred to as 5th Street South and 4th Street South (collectively "Agency Property"), as shown in red in the attached **Exhibit "A"**; and
2. The Department will be constructing a transportation project via Financial Project Number 445420-1-52-01 ("Project"), for the purpose of milling and resurfacing and widening portions of the Department Property; and
3. For purposes of this Agreement, the term "Improvements" includes milling and resurfacing, curb ramps, sidewalks and pedestrian American with Disabilities Act ("ADA") features, as more particularly shown in blue on **Exhibit "B" Composite B-1**; and
4. Project Improvements will be located on portions of both the Agency Property and the Department Property, and each party will own, operate, and maintain the Improvements located on its respective Property; with the exception of three curb ramps located on Department Property ("Department Curb Ramps") that will be maintained by the Agency, see attached **Exhibit "B"**; and
5. For the purposes of this Agreement "Off-System Improvements" means and shall refer to those Improvements located on or within the Agency Property, highlighted in orange on **Exhibit "B" Composite "B-1"**; and
6. For the purpose of this Agreement "On-System Improvements" means and shall refer to those Improvements located on or within the Department Property, highlighted in blue on **Exhibit "B" Composite B-1**; and
7. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
8. The Department shall construct the Improvements on the Property; and
9. The Agency shall continue to own, operate, maintain, and repair the Off-System Improvements, which such maintenance responsibilities shall include the Department Curb Ramps; and
10. The Department shall own, operate, maintain and repair the On-System Improvements, which such maintenance responsibilities shall exclude the Department Curb Ramps; and
11. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvements, and any other activities to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvements.

9. OPERATION, MAINTENANCE & REPAIR (ON-SYSTEM IMPROVEMENTS)

The Department shall own, operate, maintain and repair all On-System Improvements, with the exception of the Department Curb Ramps.

10. OPERATION, MAINTENANCE & REPAIR (DEPARTMENT CURB RAMP)

A. The Agency shall operate, maintain and repair the Department curb ramps located within the Department Property at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in

accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Department curb ramps, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Department curb ramps, in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvements and restore the Department Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Department curb ramps, requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

11. OPERATION, MAINTENANCE & REPAIR (OFF-SYSTEM IMPROVEMENTS)

A. The Agency shall own, operate, maintain, and repair the Off-System Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Off-System Improvements. Should the Agency fail to operate, maintain, and repair the Off-System Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 *CFR 1.27* and under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Agency Property and Off-System Improvements pursuant to Paragraph 3 above should the events described in Paragraph B occur.

12. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Department Curb Ramp if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance & Repair" section hereof.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

13. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations on the Agency Property are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

14. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

15. REMOVAL

A. The Department may require the Agency to remove the Off-System Improvements and Department Curb Ramps and restore the Department Property to such condition as required by the Department if the Department determines: (1) the Improvement is not maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) the Agency breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvement will benefit the Department in the conduct of its business. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

B. Removal and restoration shall be completed by the Agency in accordance with all applicable Governmental Law.

C. Should the Agency fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Agency's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

16. PERMISSIVE USE

This Agreement creates a permissive use only and neither the granting of permission to use the Department Property or the Department Curb Ramp on or within the Department Property shall operate to create or vest any property right to or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Department Property by virtue of the execution, operation, effect or performance of this Agreement.

17. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

18. DUE DILIGENCE & WARRANTIES

A. All due diligence requirements related to the Agency's negotiation, execution and performance of this Agreement are the sole responsibility of the Agency.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Department Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Department Property; and (2) merchantability or fitness for a particular purpose.

19. PAYMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

20. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

21. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

22. NOTICE

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Jerry Ausher ("LME")
Jacksonville Maintenance Engineer
838 Ellis Road
Jacksonville, FL 322025

Agency: City of Jacksonville Beach
Public Works Project Manager
1460-A Shetter Avenue
Second Floor
Jacksonville Beach, FL 32250

Agency agrees that if it fails to notify Department by certified mail of any changes to its notification address, Agency shall have waived any defense based on Department's failure to notify Agency.

23. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

24. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

25. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

26. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

27. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

28. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

29. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

30. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

31. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

32. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

33. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

34. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

35. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

36. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, Agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

37. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

38. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

39. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

**IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS
REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

40. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of fifteen (14) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

City of Jacksonville Beach

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

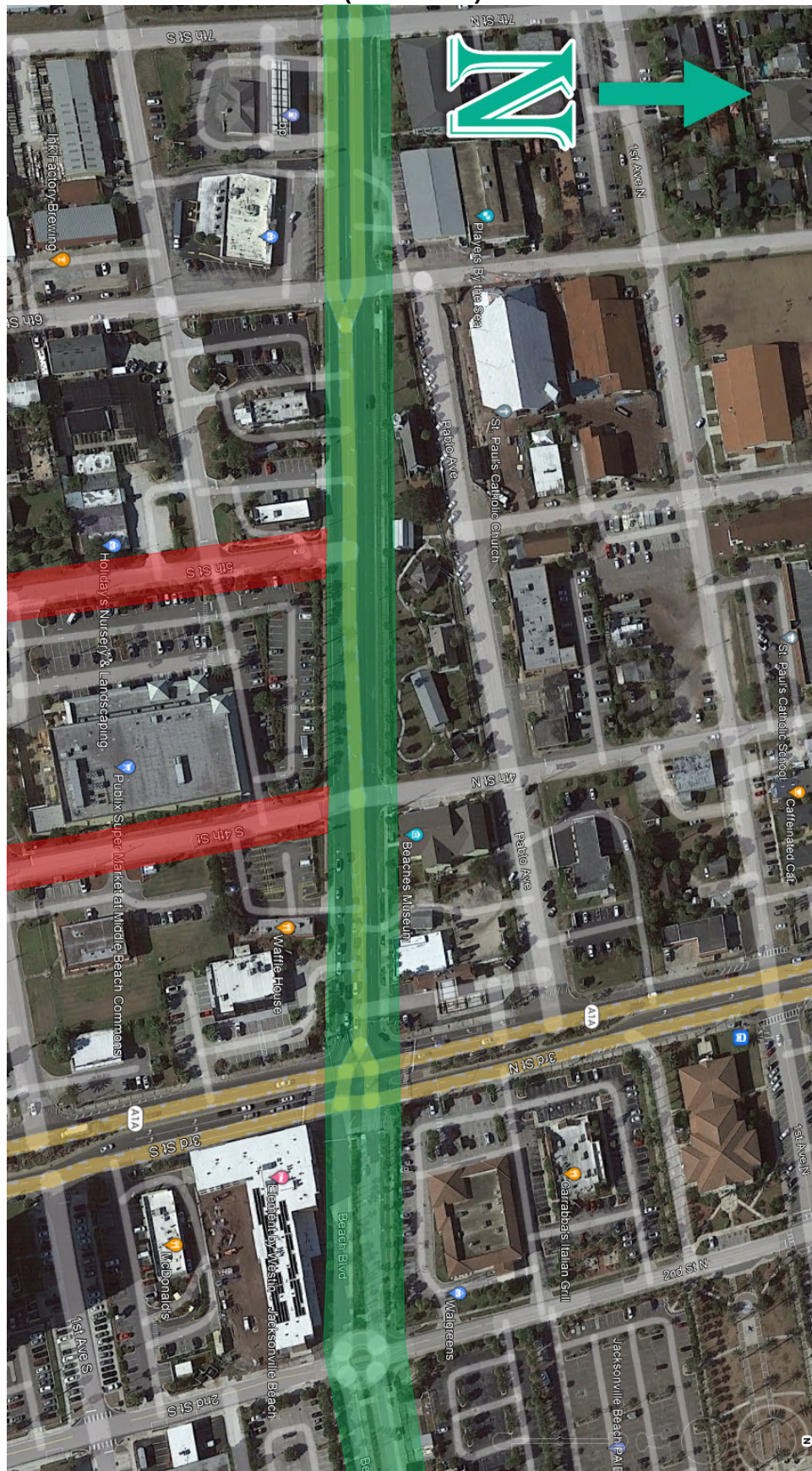
By: _____

Legal Counsel for Agency

INTENTIONALLY LEFT BLANK

Project Description: SR 212/Beach Blvd. (US 90) from 12th Street to SR A1A
On/Off System Department Construct Agency Maintain

EXHIBIT "A"
(PROPERTY)



Project Description: SR 212/Beach Blvd. (US 90) from 12th Street to SR A1A
On/Off System Department Construct Agency Maintain

EXHIBIT "B"
Composite B-1

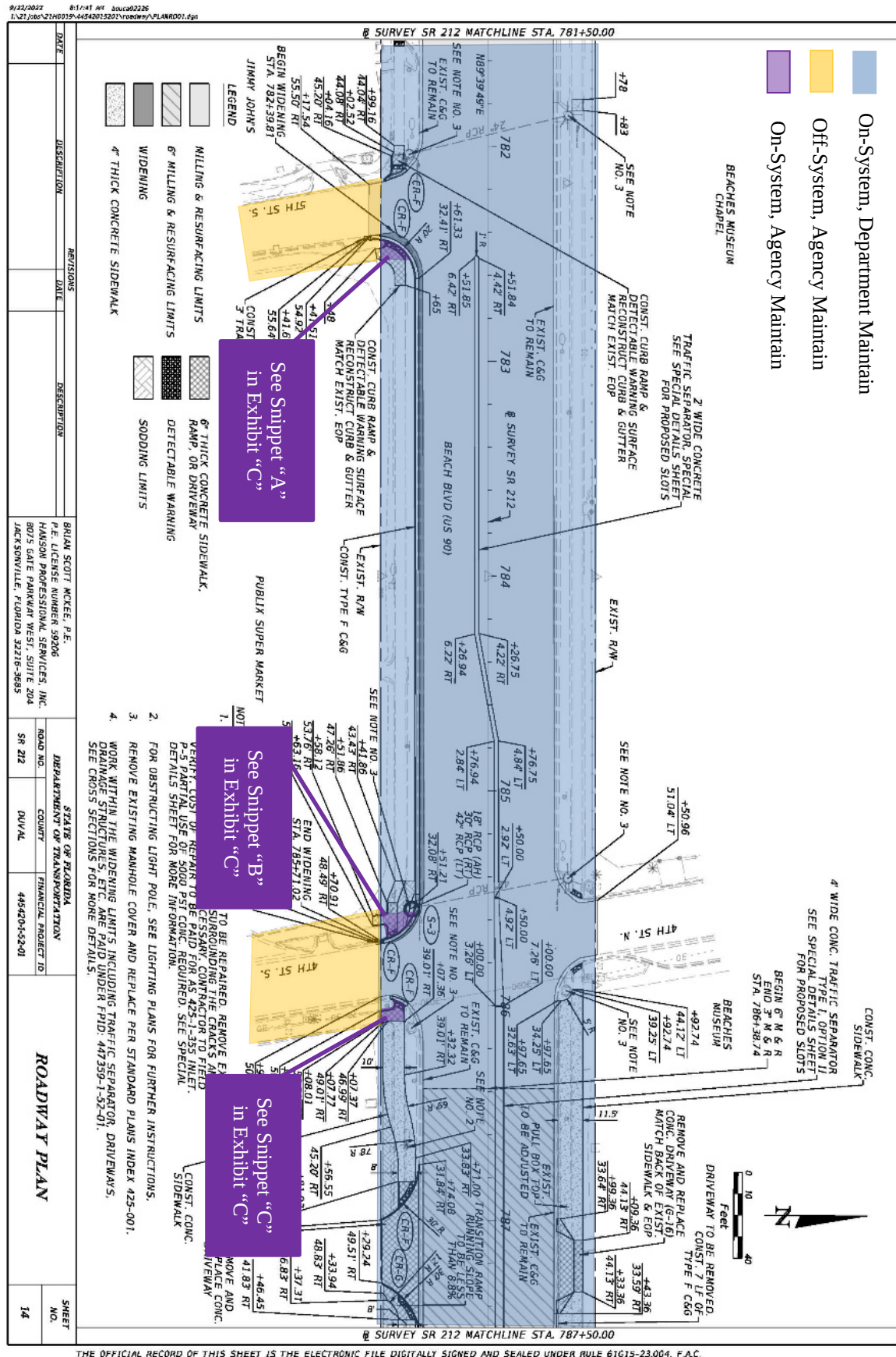


EXHIBIT "C"
Snippets Zoomed In

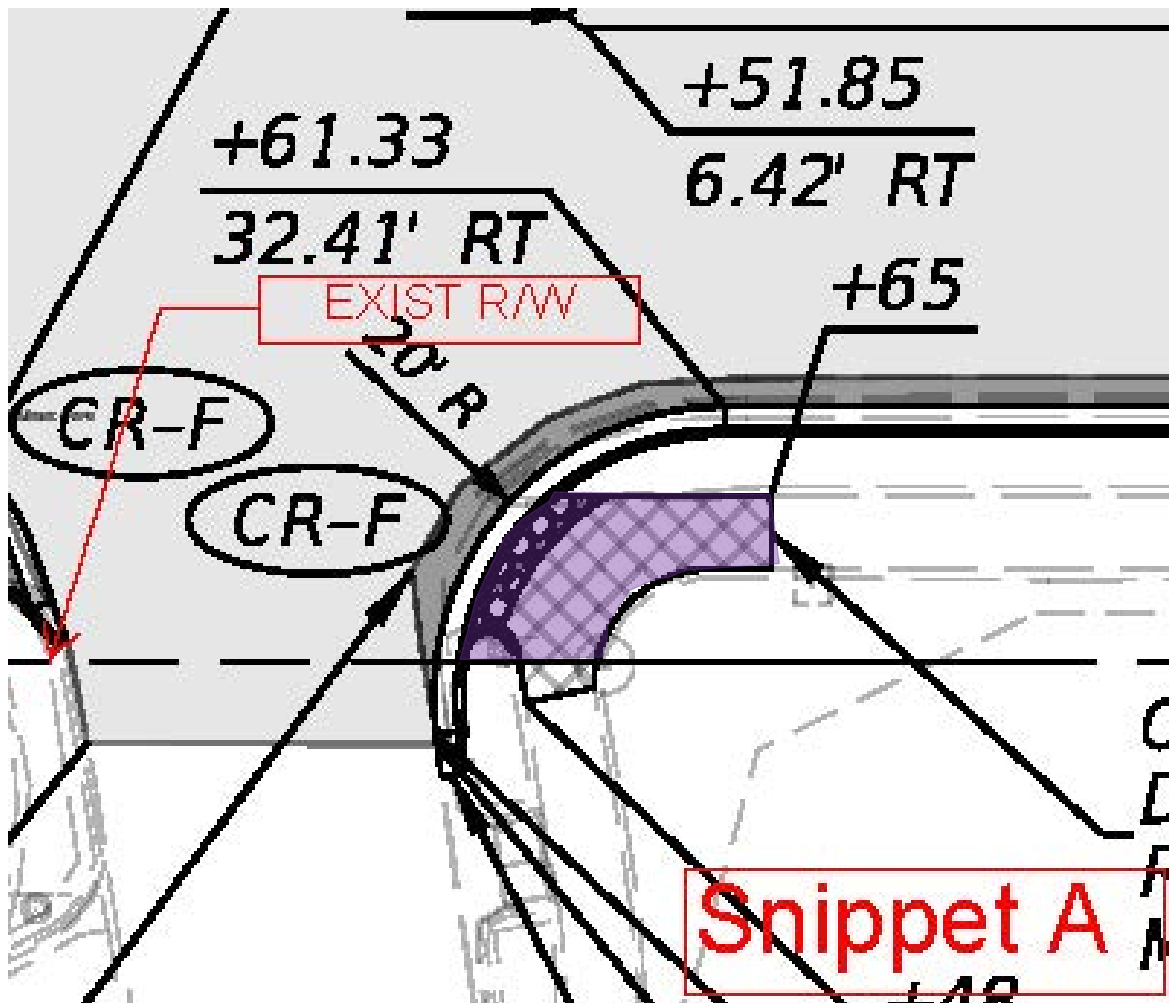


EXHIBIT "C" Cont'd
Snippets Zoomed In

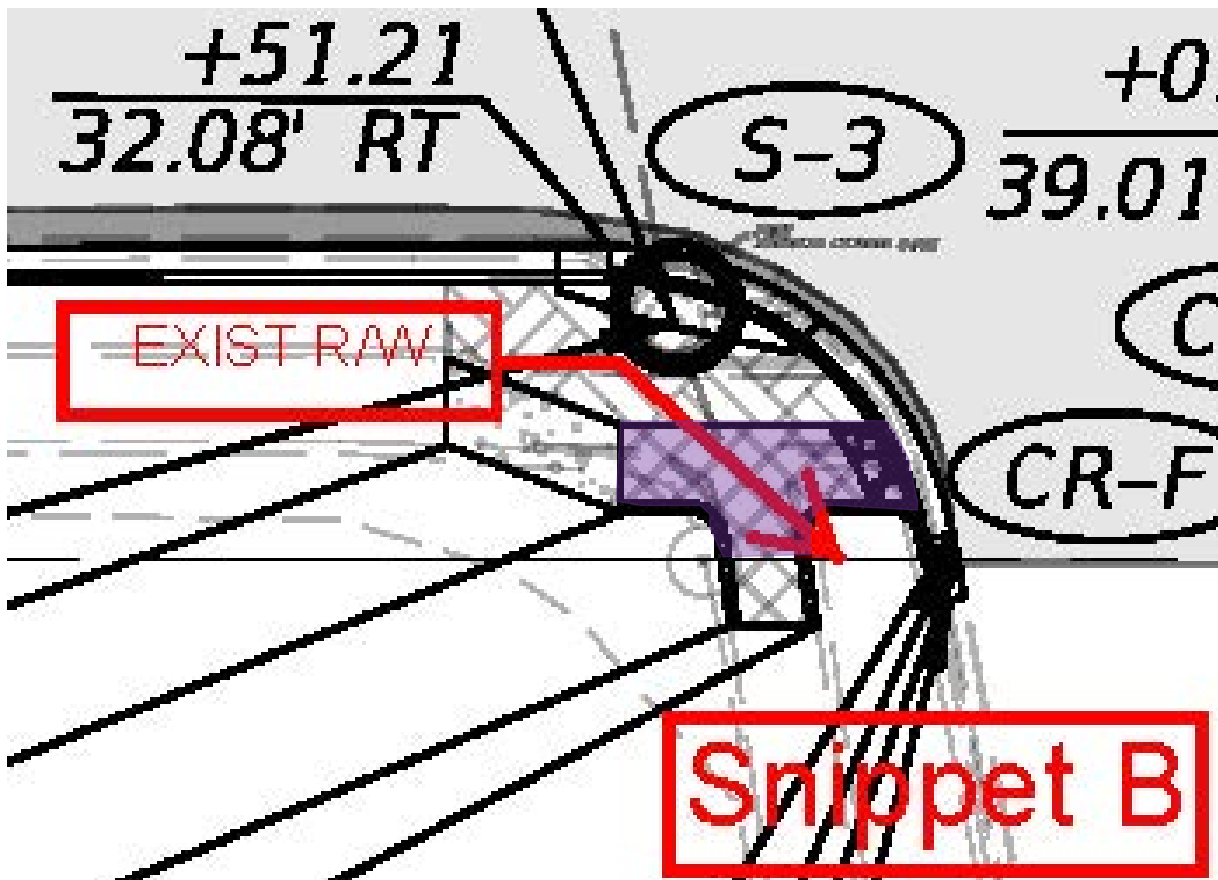
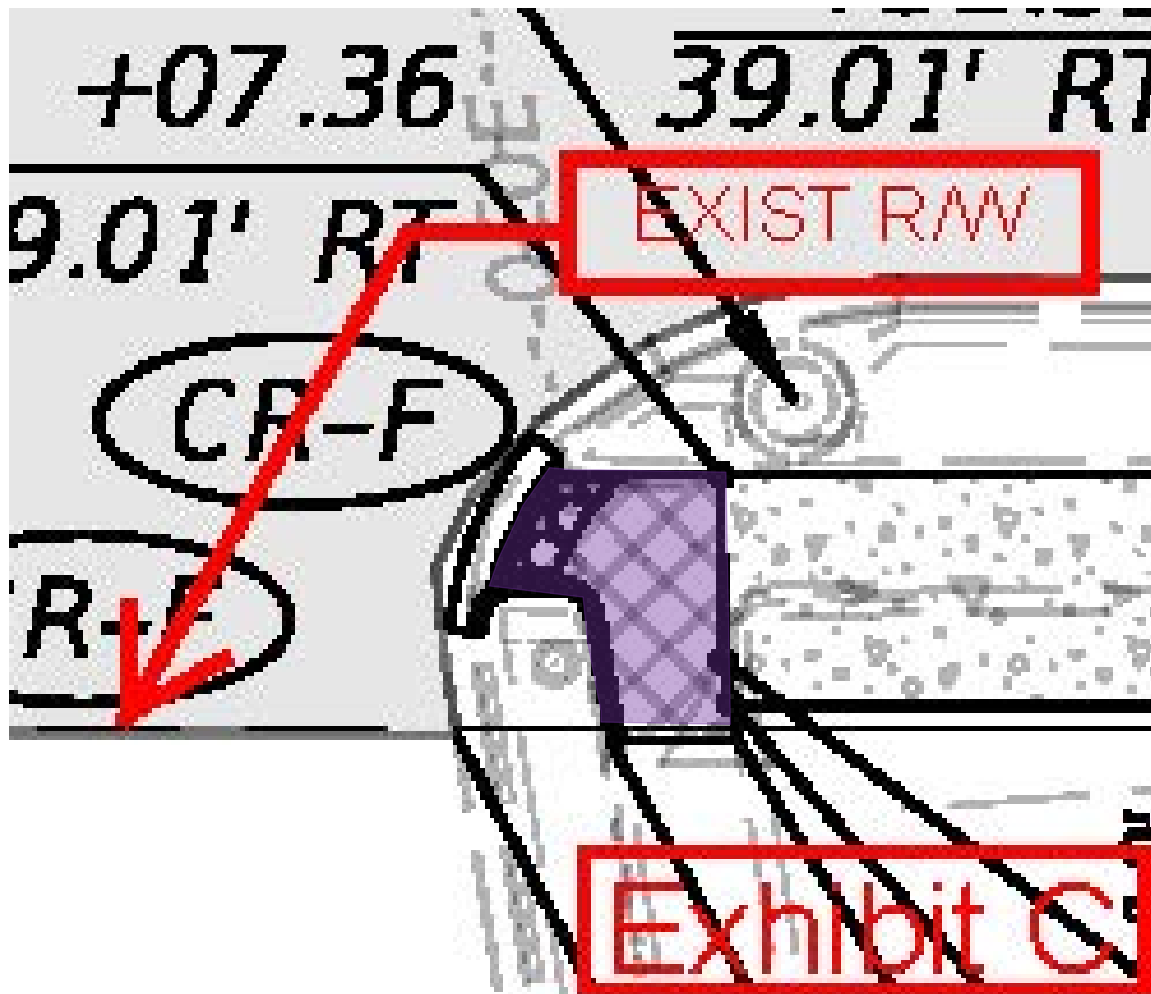


EXHIBIT "C" Cont'd
Snippets Zoomed In



Financial Project Id. No.:445420-1-52-01

Federal Id. No.: ACNR

Project Description: SR 212/Beach Blvd. (US 90) from 12th Street to SR A1A
On/Off System Department Construct Agency Maintain

EXHIBIT "C"
(RESOLUTION)



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jacob Board, Communications Manager Karen Nelson, Deputy City Manager
DATE:	11/29/2022
SUBJECT:	Resolution No. 2131-2023 City Logo and Brand Standards Manual

BACKGROUND

The City of Jacksonville Beach entered into a contract with Dix.Hite + Partners in 2016 to develop a Downtown Action, Implementation and Management Plan based on the 2015 Downtown Action Plan. The goal of the project was to have a final deliverable designed to provide guidance and broad design criteria for various projects and programs set forth in the 2015 Downtown Action Plan, which was adopted by the Council in 2015. Phase 1 of the project involved the creation of an overall implementation and management plan, while Phase 2 involved refining the design criteria recommendations and options from the implementation and management plan to facilitate the creation of bids for construction of various elements of the plan. The project also included a branding effort intended to promote and market the downtown that would complement and be complemented by a wayfinding sign program using the surfboard theme (Project D.3.a; Downtown Branding and Marketing).

On December 5, 2016, at an advertised public workshop, Dix.Hite + Partners presented an analysis of downtown and the adopted 2015 Action Plan, and provided a framework for developing the implementation and management plan. Branding was a component of the presentation, including the "lifeguard chair" logo currently being used, along with others identified within the final Brand Standards Manual. Branding and various alternate logos were discussed at multiple City Council and CRA meetings in 2017.

The Brand Standards Manual guidelines were designed to help the City present the logo and the City's image in a consistent way throughout all communication materials. The "lifeguard chair" logo was trademarked sometime in 2020 after Dix.Hite + Partners provided the City with the final Brand Standards Manual. Since completion of the Branding Standards Manual, the "lifeguard chair" logo has been utilized on apparel for staff and elected officials, painted on the two water towers during renovations, utilized on the City's website, and made part of regular news and social media posts by the City.

The Brand Standards Manual includes the basis for the brand identity platform, and detailed specifics on logo uses, sizing, alterations, color variations, background control, color palette, and font. Also included in the manual is an alternate "surf logo," a municipal logo, and a variety of submarks and specifics for each of their uses. The manual also includes examples of the new brand in use in publications, the website, social media, signage, vehicles, and apparel.

At the March 28, 2022 City Council Briefing, the City Council discussed the Brand Standards Manual and the use of the "lifeguard chair" logo, and came to a consensus to continue using the current "lifeguard chair" logo as a City logo and bring the topic and design back to the City Council for formal adoption. The City Council was advised by the City's CFO that the City should reimburse the CRA for the cost of the development of the Brand Standards Manual (\$21,300) since it is being utilized city-wide. Additionally, the City Council agreed that the CRA should utilize the Brand Standards Manual



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

to select or personalize a logo that would be solely used for downtown CRA District publications and marketing.

After making slight variations, the Brand Standards Manual and "lifeguard chair" logo are ready to be officially adopted for use throughout the City of Jacksonville Beach.

FINANCIAL IMPACT

The cost for the City to reimburse the CRA for the cost of the development of the Brand Standards Manual is \$21,300.

REQUESTED ACTION

Adopt/Deny Resolution No. 2131-2023 adopting the City logo and Brand Standards Manual

ATTACHMENTS

1. Resolution No. 2131-2023
2. Exhibit A COJB Brand Standards Manual

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2131-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING AN OFFICIAL CITY LOGO AND THE BRAND STANDARD MANUAL; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on March 28, 2022, the City Council was presented with a Brand Standards Manual, including a new City logo, that had been used by the City of Jacksonville Beach for several years; and

WHEREAS, after making slight variations, the manual and logo are ready to be officially adopted for use throughout 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. Adoption of Logo and Brand Standard Manual. The City of Jacksonville Beach hereby adopts the logo below as the formal and official logo of the City of Jacksonville Beach for all further use in communications, public materials, website, displays, and all other places deemed necessary, and hereby adopts the Brand Standards Manual attached hereto as Exhibit A.



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 _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



BRAND IDENTITY STANDARDS

House Style Guide



EST. 1907

BEACH

CONTENTS

Introduction.....1

Brand Identity Platform5

Logo Usage9

Unacceptable Uses15

Clear Space21

Minimum Size / Recommended Sizing25

Color Variations.....31

Background Control..... 35

Primary Palette.....41

Expanded Palette / Secondary Colors 45

Color Hierarchy..... 49

Palette & Text Legibility..... 53

Photography Style & Content 57

The Grid System61

Using the Grid 65

Primary Type Families 75





EST. 1907

BEACH

INTRODUCTION

GUIDING THE JOURNEY

Exhibiting the welcoming, enticing and vibrant nature of the brand



INTRODUCTION

This guide details the visual elements that support the Jacksonville Beach brand. The logo and visual elements exhibit the welcoming, enticing and the vibrant nature of the brand. It also explains how — when used correctly and consistently — these elements speak for Jacksonville Beach in an articulate and compelling way. Please note: the design of Jacksonville Beach's brand elements are not arbitrary, and their collective impact is not subjective. The Jacksonville Beach logo, typefaces, color palette, and usage requirements reflect and reinforce the very essence of Jacksonville Beach. By following this guide, you help define Jacksonville Beach for our community, visitors, and cater to the beach lifestyle. Equally important, you help them recognize, differentiate, and remember us. In some cases, this guide provides explicit rules on how to use — and how not to use — various elements. Overall, this style guide offers a framework for making and evaluating creative decisions.

These guidelines are designed to help us present our logo and our image in a consistent way in all communication materials we need to produce.



EST. 1907

BEACH

BRAND IDENTITY PLATFORM

BUILT ON A FOUNDATION

*Exploring the Jacksonville Beach Mission,
Tone, and Core Values*



JAX

EST. 1907

BEACH

BRAND IDENTITY PLATFORM

MISSION STATEMENT

Responsive government
focused on safety, service and
sustainability.

tone

Welcoming. Relaxing. Fun.
Eclectic. Engaging. Enticing.

THE CORE VALUES

Empowerment

Pride

Integrity

Communication

Teamwork



LOGO USAGE

THE LOGOTYPE & GLYPH

*Strong, fluid and smart — our logo exhibits
our brand's color and vibrancy*



EST. 1907

BEACH

LOGO USAGE

The Jacksonville Beach signature is the most fundamental part of our brand, and it represents our entire city, externally and internally. Relaxed, fun and family-friendly, the logo adds color and vibrancy to our identity. Maintaining consistency across all communication platforms in a visual way begins with the primary logo configuration. The logo has been specially drawn and spaced and must never be redrawn or changed. The logo should never be stacked or positioned in any way other than designated by this guide.

THE PRIMARY & PREFERRED CONFIGURATION OF THE LOGO

The primary and preferred configuration of the logo is the full-color, center-stacked version.





EST. 1907

BEACH

LOGO USAGE (CONTINUED)

ALTERNATE CONFIGURATIONS OF THE LOGO

There may be instances where alternate configurations of the logo are required. The following are acceptable alternate configurations of our logo.



THE HORIZONTAL VERSION





UNACCEPTABLE USES

RESPECTING THE BRAND

Distorting the logos lead to confusion



EST. 1907

BEACH

UNACCEPTABLE USES

Our logos are only effective when used properly. Presenting the logos incorrectly, or distorting them in any way, will only lead to confusion.

Below are only a few examples of ways in which they may not be used.



Do not alter the font case.



Do not change the font.



Do not outline.



Do not add decorative elements.



Do not stretch or skew the logo.



Do not add visual effects.



Do not create new logo color combinations.



Do not alter how color is applied.



Do not use a full- or 2-color logo on a photo without proper contrast.



EST. 1907

BEACH

UNACCEPTABLE USES (CONTINUED)



Do not change the element relationships.



Do not rearrange the elements.



Do not place images in the logo form.



Do not rotate the logo.



Do not place a shadow behind or beneath the logo.



Do not crop the logo.



EST. 1907

BEACH

CLEAR SPACE

ISOLATING THE LOGO

Give the logo a little “breathing room”



EST. 1907

BEACH

CLEAR SPACE

Clear space is the space or “breathing room” maintained around our logo. Ensuring that our logo is free of competing imagery or text gives it maximum impact. It also defines the minimum distance from the logo to the edge of a printed piece. The minimum clear space is equal to the height of the “X” in the logotype. Please note that the green and blue borders around each logo represent the minimum space required. The more space surrounding the logo the better.





EST. 1907

BEACH

MINIMUM SIZE / RECOMMENDED SIZING

KEEPING IT LEGIBLE

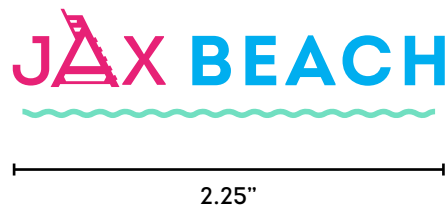
*Logo size consistency is important when
producing a wide range of communications*



MINIMUM SIZE / RECOMMENDED SIZING

RECOMMENDED SIZES

Shown here are the recommended sizes for reproduction across letter-sized formats. The recommended size depends on the configuration of the logo and its application.





EST. 1907

BEACH

MINIMUM SIZE / RECOMMENDED SIZING (CONTINUED)

MINIMUM SIZES

Our logo must be clearly visible and reproduced consistently. For this reason, a minimum size has been established. The size depends on the configuration of the logo. The logo does not have a maximum reproduction size.



ALTERNATIVE SIZES

The logo is reduced or enlarged proportionately to accommodate alternative sizes. It must never be compressed or expanded, but always scaled up or down in proportion. However, it should never be reduced in size any smaller than is dictated above.



EST. 1907

BEACH

COLOR VARIATIONS

ALTERNATE LOGOS

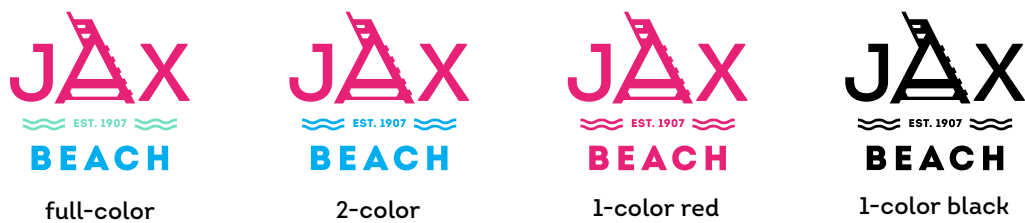
*Using the appropriate logo for
the appropriate application*



COLOR VARIATIONS

Use the “positive” full-color primary (PANTONE) version whenever possible.
Sometimes the application requires fewer inks or a special process.
The “negative” logos may be more legible on dark backgrounds.

POSITIVE LOGOS



NEGATIVE LOGOS





EST. 1907

BEACH

BACKGROUND CONTROL

COLORS & IMAGES

*Enhancing the logo's visibility
on various backgrounds*



EST. 1907

BEACH

BACKGROUND CONTROL

COLORS

Although it is generally preferable to place the logo on a black or white background, there are times when it will need to appear over a color. In these cases, be certain that the signature elements are as visible as possible. The exhibits below show which logos to use over various colors to enhance visibility. Note that although the black logo may be visible on many mid-range backgrounds, it is preferred that white be used in those cases, except where the grey, orange or green is a CMYK build.

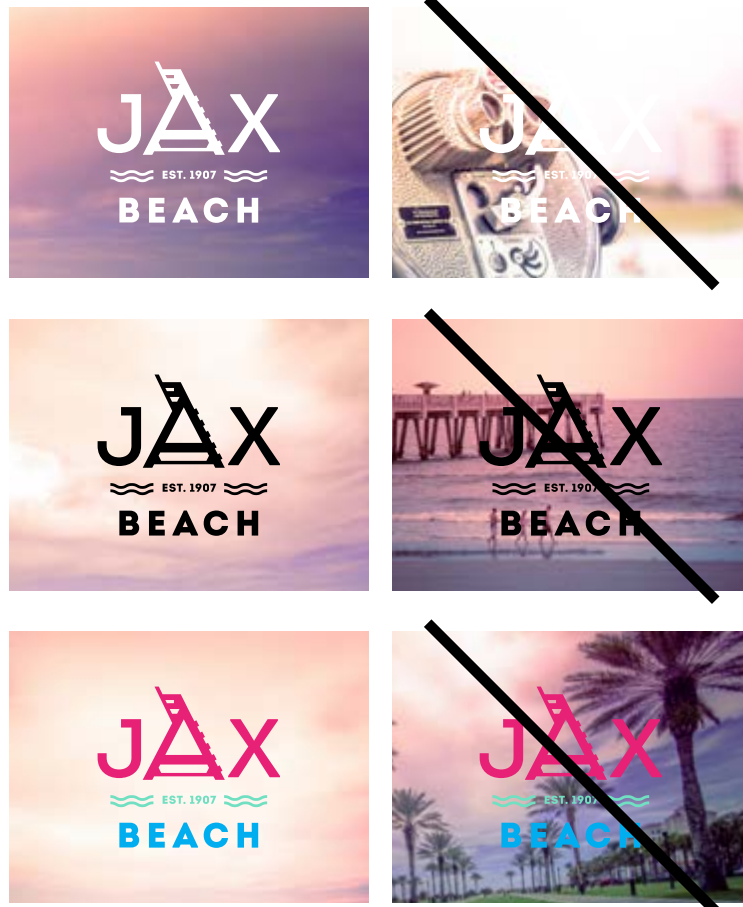




BACKGROUND CONTROL (CONTINUED)

IMAGES

On the rare occasion when the logo needs to appear over a photograph or illustration, special care must be taken to ensure visibility of the signature elements. In these cases, the logo should be reproduced in black or white whenever possible. There should be sufficient contrast between all elements. Remember, visibility is the goal here. Often, adjusting the position of a photograph or retouching the area where the signature resides will help you achieve that goal.





EST. 1907

BEACH

PRIMARY PALETTE

THE CORE COLORS

Our brand's energy & tone



EST. 1907

BEACH

PRIMARY PALETTE

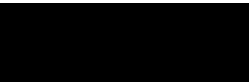
Our primary colors are fun and vibrant. They represent the Jacksonville Beach brand at its core.

The brand colors are specified using the Pantone Matching System [PMS]. The values below also include colors safe for print, broadcast and online.

The coated versions of these PMS colors are the reference colors for both coated and uncoated applications.

CHART GUIDE

PMS COLOR



CMYK

RGB

Hexadecimal

PURE CYAN



c100 m0 y0 k0
r0 g174 b239
#00AEEF

PMS 3375



c48 m0 y34 k3
r127 g212 b178
#7FC6B2

PMS 213



c1 m98 y24 k0
r234 g29 b118
#EA1D76



EST. 1907

BEACH



EXPANDED PALETTE / SECONDARY COLORS

BRANCHING OUT

Building beyond the core colors



EST. 1907

BEACH

EXPANDED PALETTE / SECONDARY COLORS

Our expanded color palette allows flexibility in all brand communications. The palette has been expressly designed to help you easily pick successful combinations. To make full use of the palette, the colors can be used as tints. (Read more about using color in the following section, *Color Hierarchy*.)

PMS 610

c13 m10 y81 k0
r227 g212 b84
#E3D454

PMS 601

c7 m3 y55 k0
r242 g232 b143
#F2E88F

PMS 158

c2 m66 y100 k0
r239 g118 b34
#EF7622

PMS 5265

c82 m82 y36 k26
r65 g57 b95
#41395F



EST. 1907

BEACH

COLOR HIERARCHY

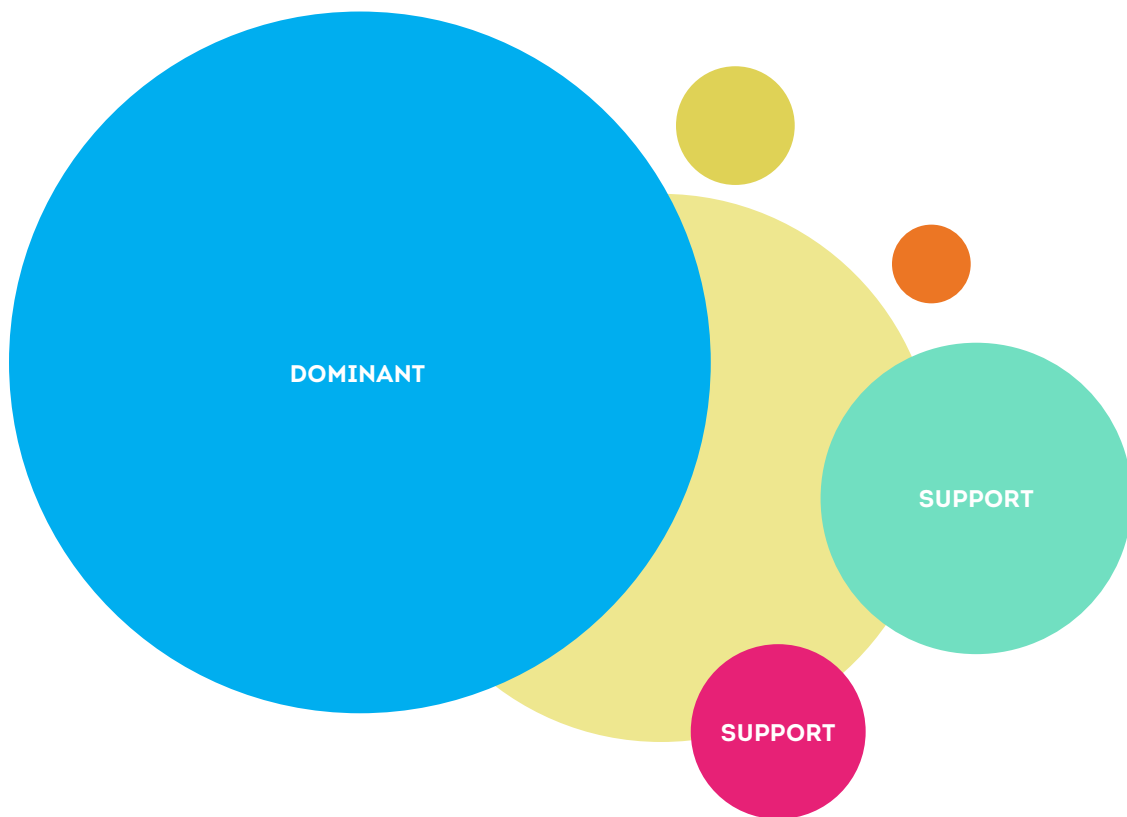
BRINGING IT FORWARD

Understanding how to use the palette



COLOR HIERARCHY

Consistent color use in basic elements, text and images are essential to obtain the right effect for the brand's identity. Forming the basis for the color palette are the principle colors – Jacksonville Beach Blue (Pure Cyan), Green (PMS 3375) and Red (PMS 213). The other colors are for accentuating contrast and supporting the primary palette.



This diagram shows how the palette should be weighted. In most instances, the dominant color in the brand would be the blue, with the support colors being the red and green. The darker yellow and orange act as highlights, while the light yellow can be used for large areas of lighter tones, such as backgrounds.



EST. 1907

BEACH

PALETTE & TEXT LEGIBILITY

CLEAR & LEGIBLE

Using text on colors



EST. 1907

BEACH

PALETTE & TEXT LEGIBILITY

When choosing color, it is important to consider the best options from the palette that will project the information clearly, effectively and complement any chosen images. There must always be good contrast between text and the background color. Dark colors on a white or very pale background are the most legible. White type should only be used on a dark background or a background that provides enough contrast for proper legibility.

white text on a
medium background

PURE CYAN

dark text on a
light background

PURE CYAN at 30%

dark text on a
light background

PMS 3375

light text on a
medium background

PMS 213

dark text on a
light background

PMS 601

dark text on a
light background

PMS 610

white text on a
medium background

PMS 158

white text on a
dark background

PMS 5265



PHOTOGRAPHY STYLE & CONTENT

IMAGE & TONE

Proper image usage in visual communications



EST. 1907

BEACH

PHOTOGRAPHY STYLE & CONTENT

Sometimes we will need images to complete the communication or to tell another side of the story. Photography is a powerful and dynamic tool. Our values and ethos are reflected in the images we use. They should communicate the dynamics of our city. Photography should convey a fun and exciting concept. Look beyond the straightforward and trite to find a more inspirational perspective. Consider detail or dynamic angles to increase impact and create effective communications. They should be welcoming and enticing, convey emotion, atmosphere and engage the audience. Images can be reproduced in full color, single color (monotone), duotone, quadtone as well as black and white.

Only use images that are relevant and add value. The photography should be high-quality, eclectic and fun. Ensure the content does not offend nor alienate. Avoid clichés, as well as racial and/or gender stereotyping.

Images that are used in printed materials should be reproduced at print-quality, with a minimum 300 dpi at size.





EST. 1907

BEACH

THE GRID SYSTEM

MAINTAINING STRUCTURE

Keeping the layouts uniform



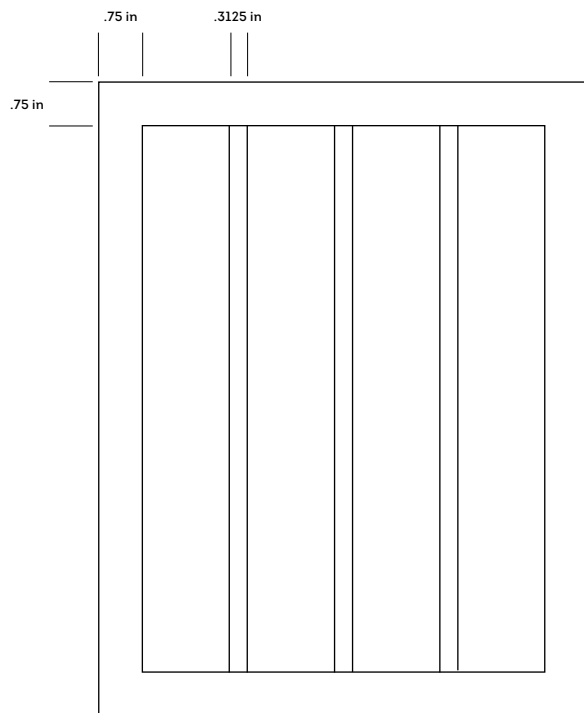
EST. 1907

BEACH

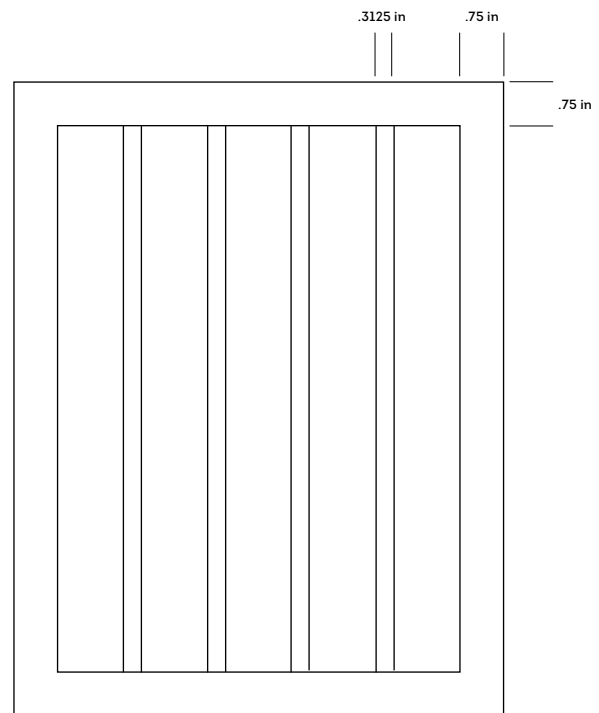
THE GRID SYSTEM

The grid system outlined here will help you establish the right size and placement for all your elements—configurations, type and photography—resulting in a powerful and cohesive design. The system is based on either a 4- or 5-column grid, which are intended to be versatile.

Occasionally, a design may require placement of certain elements off the grid—this is perfectly acceptable. Our grid is flexible; it's there to guide you through your alignments and placements and to help you create consistencies throughout our materials.



4 COLUMN GRID



5 COLUMN GRID

Margin = .75 inches

Gutter = .3125 inches



EST. 1907

BEACH

USING THE GRID

DESIGNING WITH REASON

Guided by lines



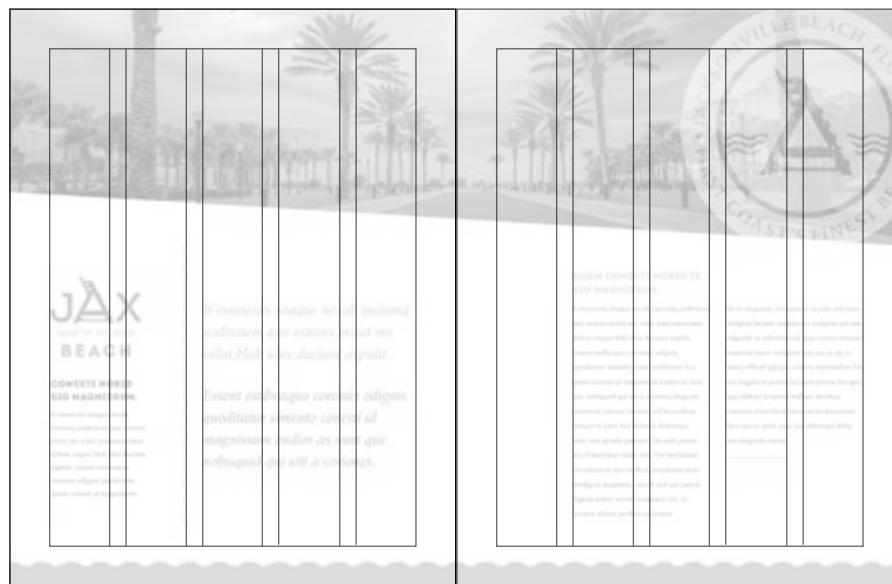
EST. 1907

BEACH

BRANDING GUIDE / JACKSONVILLE BEACH

USING THE GRID

Below is an example of a double-page spread using the 5-column grid system.





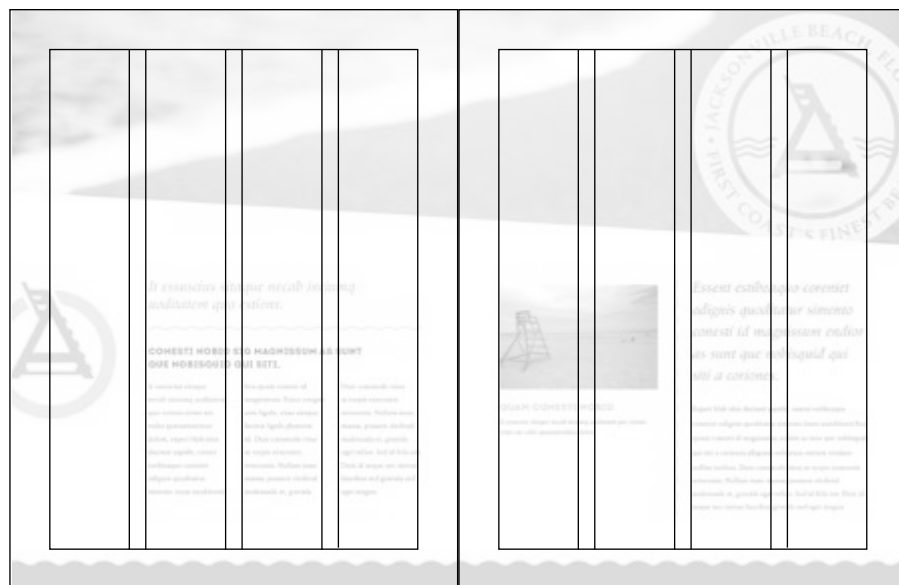
EST. 1907

BEACH

USING THE GRID

(CONTINUED)

Below is an example of a double-page spread using the 4-column grid system.





EST. 1907

BEACH

USING THE GRID

(CONTINUED)

Below is an example of a single-page spread using the 4-column grid system.





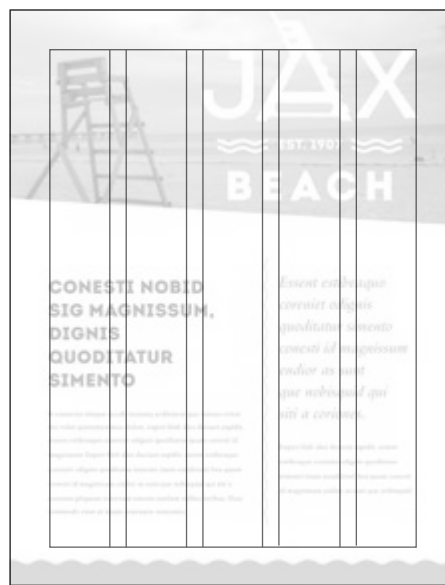
EST. 1907

BEACH

USING THE GRID

(CONTINUED)

Below is an example of a single-page layout using the 5-column grid system.





PRIMARY TYPE FAMILY

ARIAL & TIMES NEW ROMAN

The Jacksonville Beach Fonts



EST. 1907

BEACH

PRIMARY TYPE FAMILY

Arial and Times New roman have been selected as Jacksonville Beach's brand typefaces, and should be used whenever possible. Different fonts may be used for creative and marketing pieces, if needed, at the discretion of management.

Arial

Arial

Arial Bold

Arial Italic

Arial Bold Italic

Times New Roman

Times New Roman

Times New Roman Bold

Times New Roman Italic

Times New Roman Bold Italic



EST. 1907

BEACH



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

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and Council
FROM:	Mike Staffopoulos, City Manger
DATE:	12/13/2022
SUBJECT:	Resolution No. 2132-2023 2023 Florida League of Cities Legislative Platform

BACKGROUND

The Florida Legislature will convene the 2023 Legislative Session on March 7, 2023. The membership of the Florida League of Cities ("FLC") adopted its 2023 FLC Legislative Platform during the FLC Legislative Conference on December 2, 2022, the details of which are outlined in Resolution No. 2132-2023. Now that the FLC membership has adopted its legislative platform for 2023, the FLC is encouraging Advocacy Committee members to show support of the League's legislative platform by adopting a resolution in support thereof. Council Member Golding is a member of the FLC Advocacy Committee.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution 2132-2023 supporting the 2023 Florida League of Cities Legislative Platform

ATTACHMENTS

1. Resolution No. 2132-2023

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2132-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO SUPPORT THE 2023 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will convene the 2023 Legislative Session on March 7, 2023; and

WHEREAS, the membership of the Florida League of Cities adopted the 2023 FLC Legislative Platform during the FLC Legislative Conference on December 2, 2022; and

WHEREAS, the City of Jacksonville Beach, Florida ("City") supports the 2023 FLC Legislative Platform, which includes:

Supporting legislation that defines and clarifies mobility plans in order to provide a clear and concise regulatory framework for Florida cities to acquire, construct and implement both traditional and alternative modes of transportation.

Supporting legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety and the creation of fair lodging standards. Supporting legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty. Opposing legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

Supporting legislation that requires all money from the Sadowski State and Local Housing Trust Fund be used only for Florida's affordable housing programs that are targeted to meet the needs of workforce housing, including home ownership and rental availability.

Supporting legislation establishing a statewide coordinated planning and prioritization approach for water resource investments that funds Florida's current and projected water needs in an equitable manner and authorizing Comprehensive Watershed Management projects to qualify for funding under the state Water Protection and Sustainability Trust Fund.

WHEREAS, the City also supports the FLC policy positions relating to:

- Property Tax Protection
- Residential Zoning
- Transportation Funding
- Water and Wastewater Plant Operator Licensure

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. The City will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns, and villages during the upcoming 2023 Legislative Session.

SECTION 3. A copy of this resolution shall be provided to members of our local legislative delegation and the Florida League of Cities, Inc.

SECTION 4. 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 5. 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 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Gene Paul N. Smith, Chief of Police
DATE:	11/28/2022
SUBJECT:	Resolution No. 2133-2023 Police Department Extra-Duty Pay Rates

BACKGROUND

The Jacksonville Beach Police Department (JBPD) completed an extra-duty pay rate comparison with St. Johns County Sheriff's Office, Neptune Beach Police Department, and Atlantic Beach Police Department. Due to inflation, these agencies have increased their extra-duty pay rates. The JBPD now currently has the lowest pay rate for standard extra-duty jobs (e.g., road construction, schools, hospitals); therefore, a rate increase for standard extra-duty jobs was administratively approved by department policy in November of 2022, which in turn necessitates a rate increase for **special events**. Staff also recommends a rate increase for **festivals** as defined in the Special Events Policy. Currently, the pay for special events and festivals is equal, although one does not serve alcohol (special events) and the other does (festivals).

The following rate increases are proposed to be ratified, established, and amended in Resolution No. 2133-2023:

Standard Extra-Duty Jobs

	Rates
Hourly rate of officer	\$45-\$55
*Hourly rate of supervisor	\$50-\$60
Holiday hourly rate of officer	\$55-\$70
*Holiday hourly rate for supervisor	\$60-\$80

Special Events (no alcohol served)

	Rates
Hourly rate of officer	\$45-\$55
*Hourly rate of supervisor	\$50-\$60
Holiday hourly rate of officer	\$55-\$70
*Holiday hourly rate for supervisor	\$60-\$80

Festivals (alcohol served)

	Rates
Hourly rate of officer	\$45-\$65
*Hourly rate of supervisor	\$50-\$70
Holiday hourly rate of officer	\$55-\$80
*Holiday hourly rate for supervisor	\$60-\$90

*The supervisor rate is for supervisors working an extra-duty job/special event/festival in a supervisory capacity.

Police Vehicle Usage

\$50 per officer per single use



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

FINANCIAL IMPACT

REQUESTED ACTION

Adopt/Deny Resolution No. 2133-2023 ratifying, establishing, and amending Police Department extra-duty pay rates

ATTACHMENTS

1. Resolution No 2133-2023

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2133-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING AND AMENDING POLICE DEPARTMENT EXTRA-DUTY PAY RATES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") Police Department (collectively, "JBPD") has historically set its rates for extra-duty jobs within its administrative policy; and

WHEREAS, Resolution No. 1981-2017 established fees for festivals and special events held on City facilities; and

WHEREAS, although Resolution No. 1981-2017 established parameters for hiring police officers for a festival or special event, the fees for which JBPD can charge for such services were not expressly included in said resolution; and

WHEREAS, the methods by which rates for extra-duty jobs as established by the JBPD to date have been reasonable and comparable to neighboring municipalities; and

WHEREAS, due to inflation, and the fact that neighboring municipalities have increased their extra-duty rates, JBPD's current extra-duty pay rates are no longer comparable or competitive; and

WHEREAS, the JBPD extra-duty pay rates previously established and charged pursuant to JBPD's administrative policy should have been established via resolution by the City Council, the establishment and charge of the JBPD extra-duty pay rates should be ratified, and subject to future amendments from time to time to remain competitive with neighboring municipalities.

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. Ratification and Establishment of Extra-Duty Pay Rates. JBPD extra-duty pay rates are hereby established as follows:

Standard Extra-Duty Jobs	Rate
Hourly rate of office	\$45
*Hourly rate of supervisor	\$50
Holiday hourly rate of officer	\$55
*Holiday hourly rate for supervisor	\$60

Special Events (no alcohol served)	Rate
Hourly rate of office	\$45
*Hourly rate of supervisor	\$50
Holiday hourly rate of officer	\$55
*Holiday hourly rate for supervisor	\$60
Festivals (alcohol served)	Rate
Hourly rate of office	\$45
*Hourly rate of supervisor	\$50
Holiday hourly rate of officer	\$55
*Holiday hourly rate for supervisor	\$60
*The supervisor rate is for supervisors working the extra-duty job/event/festival in a supervisory capacity.	
Police Vehicle Usage	\$50 per officer per single use

All prior actions undertaken and performed by the JBPD in the establishment, charge, and collection of extra-duty fees and rates are hereby authorized and ratified.

SECTION 3. Amendments to Extra-Duty Pay Rates. JBPD extra-duty pay rates are amended as follows¹:

Standard Extra-Duty Jobs	Rate
Hourly rate of office	\$45 \$55
*Hourly rate of supervisor	\$50 \$60
Holiday hourly rate of officer	\$55 <u>\$70</u>
*Holiday hourly rate for supervisor	\$60 <u>\$80</u>
Special Events (no alcohol served)	Rate
Hourly rate of office	\$45 \$55
*Hourly rate of supervisor	\$50 \$60
Holiday hourly rate of officer	\$55 <u>\$70</u>
*Holiday hourly rate for supervisor	\$60 <u>\$80</u>
Festivals (alcohol served)	Rate
Hourly rate of office	\$45 \$65
*Hourly rate of supervisor	\$50 \$70
Holiday hourly rate of officer	\$55 <u>\$80</u>
*Holiday hourly rate for supervisor	\$60 <u>\$90</u>
*The supervisor rate is for supervisors working the extra-duty job/event/festival in a supervisory capacity.	
Police Vehicle Usage	\$50 per officer per single use

Any additional amendments to these rates shall be made by resolution of the City Council.

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

SECTION 4. 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 5. 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 6. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	01/04/2023
SUBJECT:	Resolution No. 2134-2023 Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions

BACKGROUND

A continuous goal of City Administration is to work with Department Directors to ensure that each department is appropriately structured, staffed, and trained to produce outcomes in alignment with the City's strategic priorities and objectives. A myriad of internal and external factors are considered as part of a departmental structure analysis, to include: operational needs; best practices; succession planning; available resources; changes in the workforce; the labor market; and the local economy. Data associated with these factors is used with an analysis of the department's current workforce and structure to determine what is working and where improvements can be made.

The Finance Department, Accounting Division staff performed a divisional analysis that looked at position title, pay grade, growth opportunity, skillset, and current job responsibilities versus the changing needs and priorities of the organization. Based on this study, staff recommends the addition of a second Accountant position as well as job title and pay grade changes to better align job responsibilities, required skill sets, and structural placement. To help offset the cost of the additional Accountant, the part-time Office Assistant position will be eliminated. These changes will not only help the department function more efficiently, but will also more accurately reflect new and existing position responsibilities, create growth opportunities, and maintain internal and external equity within the pay grade structure.

Staff recommends the following amendments to the Position Classification and Pay Plan:

- Reclassify the Internal Auditor (Grade 322) to Treasury and Compliance Administrator (Grade 323)
- Reclassify the Office Administrator (Grade 315) to Budget Analyst (Grade 318)

FINANCIAL IMPACT

The addition of a full-time position, partially offset by the elimination of a vacant existing part-time position, is estimated to cost approximately \$42,000 per year. One-time costs for a computer and other equipment needed to establish a new Accountant are estimated at \$3,000. The budget in the Accounting Division will be adjusted at year-end.

REQUESTED ACTION

Adopt/Deny Resolution No. 2134-2023 Amending the Position Classification and Pay Plan for Managerial, Professional and Administrative (Nonunion) Positions



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

ATTACHMENTS

1. Resolution No. 2134-2023
2. Resolution 2134-2023 Attachment A

RESOLUTION NO. 2134-2023

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

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

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

WHEREAS, amendments to the Position Classification and Pay Plan are necessary to reclassify two positions in the Finance Department to reflect best practices and ensure efficient operations.

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

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

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

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

SECTION 4. Severability. If any section, sentence, clause, or phrase of this Resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to 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 upon passage and adoption by City Council.

AUTHENTICATED this ____ day of January, 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

A.14 POSITION CLASSIFICATIONS

CLASSIFICATION	POSITION TITLE	GRADE
EXECUTIVE MANAGEMENT	* Chief Financial Officer	332
	* Chief Information Officer	335
	* Deputy City Manager	335
	* Director of Beaches Energy	335
	* Director of Human Resources	330
	* Director of Parks & Recreation	330
	* Director of Planning & Development	330
	* Director of Public Works	332
	* Police Chief	332
MANAGERIAL, PROFESSIONAL & ADMINISTRATIVE	* Accountant	320
	Accounting Technician I	316
	Accounting Technician II	317
	Accounting Technician III	318
	Administrative Assistant	312
	* Assistant CFO /Budget Officer	327
	Assistant to the City Manager	317
	Assistant to the Police Chief	317
	* <u>Budget Analyst</u>	<u>318</u>
	* City Clerk	322
	* Communications Manager	323
	* Controller	327
	Customer Care Lead	318
	Customer Care Specialist I	312
	Customer Care Specialist II	314
	* Customer Care Supervisor	320
	* Customer Accounts Manager	323
	Deputy City Clerk	316
	Human Resources Generalist	318
	Legal Assistant	322
	Office Administrator	315
	Office Assistant	310
	* Payroll and Benefits Administrator	323
	* Payroll and Benefits Lead	318
	Payroll and Benefits Specialist	314
	Recruiter	315
	* Senior Human Resources Generalist	320
	* Internal Auditor <u>Treasury and Compliance Administrator</u>	322 <u>323</u>
	* Utilities Accountant	319
	* Utility Accounting Lead	318
	* Utility Accounting Technician	316
	* Utility Auditing and Conservation Lead	318

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	12/20/2022
SUBJECT:	Ordinance No. 2022-8188 Outdoor Dining Pilot Program for Restaurants in the Downtown Incentive Zone (DIZ) (Second Reading)

BACKGROUND

In an effort to incentivize business development and redevelopment in the Downtown Community Redevelopment District, staff is requesting authorization to create a pilot program for outdoor dining on public rights-of-way ("ROW"), specifically to further encourage the establishment of restaurants in the Downtown Incentive Zone (DIZ). The corridor recommended for the pilot program is 1st Avenue North from 1st Street North to 2nd Street North. This corridor, which is identified as part of the "Civic Corridor" in the Downtown CRA Action Plan, is ideal because the ROW is large enough to accommodate parking on one side of the street (south) and an oversized public sidewalk on the other side of the street (north) that would accommodate both outdoor dining and pedestrian traffic. Additionally, the "Town Center" project located at the northeast corner of 2nd Street and 1st Avenue North is nearing construction completion and the property owner is interested in taking advantage of the proposed pilot program. If successful, the program could be expanded and applied along other corridors throughout the DIZ, such as those identified in the Downtown CRA Action Plan. At a previous City Council meeting, the Council authorized staff to move forward to drafting an Ordinance to establish a pilot program for sidewalk dining downtown.

The ordinance serves to:

- Identify the north side of the 1st Avenue North corridor, from 1st Street North to Second Street North (Civic Corridor) for the pilot program;
- Restrict the use of ROW for outdoor dining to restaurants/food establishments only (not bars);
- Establish time frames for the pilot program, with a sunset provision; and
- Establishes requirements and restrictions for the use of ROW.

At the December 19, 2022 City Council meeting, Council voted on first reading to approve the Ordinance. Once approved, staff will be able to accept and process an application for a sidewalk dining permit.

FINANCIAL IMPACT

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2022-8188 on the second reading to establish an Outdoor Dining Pilot Program in the Downtown Incentive Zone



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

ATTACHMENTS

1. Ordinance Number 2022-8188

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

ORDINANCE NO. 2022-8188

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 28 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, BY ADDING SECTION 28-12 ESTABLISHING A SIDEWALK DINING PROGRAM IN THE DOWNTOWN INCENTIVE ZONE WITHIN THE DOWNTOWN REDEVELOPMENT DISTRICT; PROVIDING FOR 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 City desires to encourage the development and redevelopment of restaurant establishments in the Downtown Incentive Zone; and

WHEREAS, the Downtown Incentive Zone exists within the same boundaries as the Central Business District: CBD Zoning District boundaries; and

WHEREAS, the City Council has expressed interest in providing a Sidewalk Dining Pilot Program along the Civic Corridor as identified in the Downtown Action Plan, which includes 1st Avenue North; and

WHEREAS, the Sidewalk Dining Pilot Program serves to promote the public interest by contributing to a viable and attractive commercial and pedestrian environment; and

WHEREAS, the regulation of sidewalk dining is necessary to protect the public health, safety, and welfare, the interest of the City, and the primary use of the public streets and sidewalks by vehicular and pedestrian traffic; 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. The above recitals are ratified, correct, and made part of this ordinance.

SECTION 2. THAT CHAPTER 28, SECTION 28-12, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED AS FOLLOWS¹:

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

This ordinance shall be known as the "Sidewalk Dining Ordinance."

Section 28-12. – Sidewalk Dining

(a) Purpose. The purpose of this section is to provide for regulation of sidewalk dining, as operated by qualified restaurants on public sidewalks within the Downtown Incentive Zone, and to more fully promote the public interest by contributing to a viable and attractive commercial and pedestrian environment. In recognition thereof, reasonable regulation of sidewalk cafes is necessary to protect the public health, safety, and welfare, the interest of the City, and the primary use of the public streets and sidewalks by vehicular and pedestrian traffic.

(b) Definitions. The following words, terms, and phrases, when used in this section, shall have the following meanings ascribed to them:

City Manager means the chief administrative officer for the execution of the executive and administrative functions of the City Council under the direction and supervision of the City Council.

Operator or Permittee means the person operating a sidewalk dining area. The term shall also include owner, lessor, renter, or manager.

Person means any person, person's firm, association, co-partnership, joint venture, corporation, or any entity public or private in nature.

Restaurant means an establishment whose principal business is the selling of unpackaged food to the customer in a ready-to-consume state, in individual servings, or in non-disposable containers, and where the customer consumes these foods while seated at tables or counters.

Sidewalk means a paved walkway for pedestrians at the side of a street.

Sidewalk dining means a location on the public sidewalk where the use of furnishings such as temporary portable landscaping, dividers, seating, tables, and umbrellas are permitted as part of operation of an extension of a licensed restaurant establishment and which sidewalk dining is an incidental activity of the establishment.

(c) Permits Required. A "Sidewalk Dining Permit" and "Revocable Right-of-Way Permit" are required in order to operate restaurant dining on a sidewalk within the City of Jacksonville Beach in designated areas. Designated areas include the north side of First Avenue North between First Street and Second Street. The term of each permit is one full year from the date the permit is issued. Sidewalk dining permits are non-transferable. Permits will expire upon the earlier of transfer of ownership, change in use of the establishment, or each year.

(1) Permit Application. Application for a Sidewalk Dining Permit shall be made to the City's Planning and Development Department on a form prescribed by the City Manager's Office with the following information or documents attached:

- i. Copy of a valid restaurant food service permit from State of Florida Department of Business and Professional Regulation.

- ii. Copy of a valid alcoholic beverage license issued from the State of Florida, if the applicant desires/intends to serve alcoholic beverages in the sidewalk dining area.
 - iii. Copy of a valid local business tax receipt issued by the City of Jacksonville Beach.
 - iv. An executed indemnification agreement.
 - v. Proof of insurance coverage in the amount and type as required by this ordinance.
 - vi. A layout which accurately depicts the dimensions of the existing sidewalk area or other public property and adjacent private property, the proposed location of the sidewalk dining area, the size and number of tables, seating, steps, planters, location of doorways, trees, sign posts, hydrants, sidewalk benches, trash receptacles, heaters, traffic signal poles, light poles, and any other obstructions, either existing or proposed.
 - vii. Photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, seating, umbrellas, barriers, or other objects related to the sidewalk dining area.
- (2) Permit approval. Upon review of the application, in consultation with other City departments as necessary, the City Manager or designee may approve, approve with conditions, or deny the sidewalk dining permit application.
- (3) Permit Renewal. Applicant shall submit a Sidewalk Dining Permit Renewal before January 1 of each calendar year. The permit renewal shall be made on a form prescribed by the City Manager with the following information or documents attached:
- i. Copy of a valid restaurant food service permit from State of Florida Department of Business and Professional Regulation.
 - ii. Copy of a valid alcoholic beverage license issued from the State of Florida, if the applicant desires/intends to serve alcoholic beverages in the sidewalk dining area.
 - iii. Proof of insurance coverage in the amount and type as required by this ordinance.
 - iv. If applicant wishes to change the layout, an updated layout which accurately depicts the dimensions of the existing sidewalk area or other public property and adjacent private property, the proposed location of the sidewalk dining area, the size and number of tables, seating, steps, planters, location of doorways, trees, sign posts, hydrants, sidewalk benches, trash receptacles, heaters, traffic signal poles, light poles, and any other obstructions, either existing or proposed.
 - v. If applicant wishes to change the previously approved appearance, photographs, drawings, or manufacturer's brochures fully describing the

appearance and dimensions of any and all newly proposed tables, seating, umbrellas, barriers, or other objects related to the sidewalk dining area.

- (4) Permit Fee. The fee charged for the Sidewalk Dining Permit shall be established by the City Council and amended from time to time. Sidewalk dining permits not renewed by January 1 of each year are void, and all table, seating, and other items relating to the sidewalk dining area must be removed, and subsequent applications to operate sidewalk dining shall be treated as a new permit.
- (5) Revocable Encroachment Permit. A Revocable Encroachment Permit is required to operate a sidewalk dining area within the City's right-of-way on a public sidewalk. A Revocable Encroachment Permit application shall be made to the City's Public Works Department on a form prescribed by the City's Public Works Director with the following information attached:

 - i. A Survey of the property showing the right-of-way to be utilized.
 - ii. A copy of the approved Sidewalk Dining Permit.
- (d) Sidewalk Dining Area Standards. A Sidewalk Dining Permit allows the permittee to utilize a portion of the public sidewalk as approved by the City Manager, or designee. The following conditions are required for the operation of a sidewalk dining area:

 - (1) The permittee may utilize the width of the sidewalk adjacent to the permanently established restaurant, less a pathway equal to the average of the entire block's pathway width, compliant with ADA requirements, which must remain open for the movement of pedestrians at all times.
 - (2) Nothing may be placed within five (5) feet of a fire hydrant, pedestrian crosswalk, or curb cut.
 - (3) Sidewalk dining area operators shall maintain the sidewalk and the curb and gutter immediately adjacent to it in a clean and safe condition. Full daily cleaning is required. Refuse shall not be disposed of in the City's sidewalk trash receptacles. The area shall be kept clear of all debris. The operator shall also be responsible for cleaning the ground or floor surface on which the sidewalk cafe is located and the gutter area immediately adjacent to the sidewalk cafe. Such cleaning shall include pressure cleaning.
 - (4) Tables, seating, fencing, and other furniture or fixtures may not be attached, chained, or in any other manner affixed to any tree, post, sign, sidewalk, curb, or other fixture.
 - (5) Only the area in front of a restaurant, as defined by projecting its interior width outward perpendicular to the street to a point at which it intersects the roadway (or within the sidewalk frontage of the building where the validly licensed restaurant is located provided that written approval is supplied by the building owner), can be used by the restaurant. The City Manager, or designee, may vary from this requirement where it is in the best interest of the public to allow a variance.
 - (6) The area permitted for a sidewalk dining area shall be surrounded on three sides by a system of connected rigid rails and posts, or other fixed physical features (which are not attached to the sidewalk) separating it from the street that would serve to contain

crowds and maintain the boundaries of the sidewalk dining area. The sidewalk dining area may be open to the remaining sidewalk area. The system shall be designed and constructed such that it resists movement and can be disassembled and removed if necessary. Such divider shall not be less than forty-two inches in height. All tables and seating shall be located totally within the limits of the divider. It shall be the responsibility of the permittee to maintain the divider in its approved location at all times and to ensure that all furnishings remain within the area permitted.

- (7) All tables, seating, and other removable furniture must be of a design, material, and specification suitable for outside dining. Prohibited items include folding tables and seating and wooden picnic tables. All tables, seating, and removable furniture must be approved as part of the Sidewalk Dining Permit.
- (e) Americans with Disabilities Access. Any person receiving a sidewalk dining permit hereunder agrees to fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- (f) Sale and Distribution of Alcoholic Beverages. A sidewalk dining operator who holds an alcoholic beverage license from the State of Florida, and approved by the City of Jacksonville Beach is allowed to serve alcoholic beverages within the sidewalk dining area under the following conditions:

 - (1) The principal establishment to which the sidewalk dining area is associated must be properly permitted by all applicable government agencies to dispense alcoholic beverages for consumption on premises. All government permits that authorize the dispensation of alcoholic beverages must reflect the sidewalk dining area as part of the licensed premises. Once such permits reflect the sidewalk dining area as part of the licensed premises, the sidewalk dining area is hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided in Section 4-3 of the City's Code of Ordinances.
 - (2) During all business hours of operation of the sidewalk dining area, a conspicuous sign must be posted within the sidewalk dining area that effectively notifies patrons that Section 4-3 of the City's Code of Ordinances prohibits removing open containers of alcoholic beverages from the licensed premises. The location, dimensions, and design of this notice is subject to review and approval by the City. This sign may be no larger than two (2) square feet.
 - (3) Tables, seating, and other customer gathering areas must be separated from the remaining sidewalk path by stanchions, railings, or other approved barrier at least forty-two inches (42") in height on three sides.
 - (4) Alcohol may only be possessed in the sidewalk dining area between the hours of 11:00 AM and 12:00 AM except on Sundays where the hours shall be between 11:00 AM and 10:00 PM.
 - (5) Patrons must be seated at all times while consuming an alcoholic beverage.
 - (6) Patrons may not remove any alcohol from the premises of the restaurant where the alcoholic beverage was purchased.

- (7) This section shall be interpreted to be an express exception from the City's alcoholic beverage ordinance as it pertains to open areas and the open container ban on City property. Any restaurant that sells alcoholic beverages pursuant to this ordinance shall be responsible for ensuring that it fully complies with all federal and state laws and regulations. The City of Jacksonville Beach does not intend and does not have legal authority to alter or waive any requirements or restrictions that may be imposed under federal or state law. Further, no representations are made by the City of Jacksonville Beach regarding the legality of any alcohol sales under state or federal law.
- (g) Privilege to Restrict Access. Within the designated sidewalk dining area, the permittee shall have the right to limit access and occupancy to only bona fide paying customers of that operator's restaurant who are behaving in a lawful manner.
- (h) Emergency Closure. In the event that a weather emergency or state of emergency has been issued for the City of Jacksonville Beach, the permittee shall close the sidewalk dining area and store all furniture used for the sidewalk dining area so that it is not a danger to the public. The City Manager, Chief of Police, Fire Marshal, or Building Official may order the closure of the sidewalk dining area where a condition that threatens the safety of the public exists.
- (i) Indemnification. The operator of a sidewalk dining area agrees to, and does by its operation of a sidewalk dining area, indemnify, defend, save, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of operator's activity on the occupied premises. The operator shall provide indemnification to the City in writing on a form provided by the City Attorney.
- (j) Insurance Required. It shall be unlawful to operate a sidewalk dining area unless the applicant furnishes in a form acceptable to the City Attorney evidence of commercial general liability insurance, and alcohol license liability insurance if serving alcohol, naming the City as an additionally insured party and insuring the City against any liability resulting from the uses permitted pursuant to this section. The coverage shall not be less than two million dollars (\$2,000,000.00) per occurrence. It shall not be lawful to operate a sidewalk dining area at any time the insurance required by this section is not maintained and evidence of its continuance filed with the City.
- (k) Liabilities Assumed. The issuance of a Sidewalk Dining Permit shall not be construed or interpreted to convey any vested property rights or any leasehold rights or interests to any person or business. Permittee's use of the sidewalk dining area is subject to the rights of utility companies pursuant to franchise or easement. Prior to acceptance of a permit, a permittee shall acknowledge that permittee has inspected the sidewalk area and has determined that the area is suitable for its purposes and that it assumes all risks associated with its use of such area.
- (l) Violations and Penalties. Violation of any section of this ordinance shall result in the revocation of the Sidewalk Dining Permit. Violators may have their permit revoked by order of the City Manager.
- (m) Expiration. This section shall expire on January 17, 2024, unless the City Council of the City of Jacksonville Beach amends this Section by extending the expiration or repealing this paragraph in its entirety.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. 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 5. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 6. 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., 2023.

Christine H. Hoffman, Mayor

Sherri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sandra R. Robinson, City Attorney
DATE:	11/23/2022
SUBJECT:	Ordinance No. 2023-8189 Prohibiting Possession and Use of Certain Tobacco and Vaping Products in Public Parks (First Reading)

BACKGROUND

At the September 26, 2022, City Council Briefing, Director of Parks and Recreation Jason Phitides addressed the Florida Legislature's amendment to Section 386.209, Florida Statutes, which was amended to authorize municipalities and counties to regulate smoking within the boundaries of their public parks, subject to certain exceptions. The question posed to the City Council at that Briefing was whether the City Council wished to create an ordinance to prohibit smoking on the beach. Chief of Police Gene Paul Smith also addressed the difficulties of enforcement. A conversation ensued regarding possible enforcement methods and specific enforceable areas. It was the consensus of the City Council for staff to create a new ordinance, not including enforcement on the beach, and present a draft to the City Council for review. Ordinance No. 2023-8189 was drafted as a result.

Initially, staff advised that the ordinance be a stand-alone ordinance so as to create separation from the no-smoking provision that was previously adopted without authority. After working through all of the issues that would have to be addressed in a stand-alone ordinance, staff reconsidered and made amendments to Section 20-13(c). By revising the language in Section 20-13(c)(25) (formerly subparagraph 27), the same enforcement provisions apply to smoking tobacco products or using vapor-generated devices as with other park violations. Additional, minor revisions were also made to Section 20-13(c) for clarity, and to eliminate provisions that are redundant to Section 20-7(a), which provides that dogs shall at all times be restrained and on adequate leashes as set forth in Chapter 5 of the Code of Ordinances, and all other pets shall be under constant physical control of a person.

FINANCIAL IMPACT

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2023-8189 on the first reading amending Chapter 20, Article IV, Section 20-13(c) "Prohibited Activities" of the City of Jacksonville Beach Code of Ordinances to prohibit the possession and use of certain tobacco and vaping products in public parks and eliminating provisions that are redundant to Section 20-7(a), and schedule a second reading for February 6, 2023

ATTACHMENTS

1. Ordinance No. 2023-8189

Introduced by: _____
First Reading: _____
Second Reading: _____

ORDINANCE NO. 2023-8189

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 20, ARTICLE IV, SECTION 20-13(c) "PROHIBITED ACTIVITIES" OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO PROHIBIT THE POSSESSION AND USE OF CERTAIN TOBACCO AND VAPING PRODUCTS IN PUBLIC PARKS AND ELIMINATING PROVISIONS THAT ARE REDUNDANT TO SECTION 20-7(a); PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SCRIVENER'S ERRORS, 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, while the regulation of smoking is generally preempted to the Florida Legislature, in 2022, the Florida Legislature amended Section 386.209, Florida Statutes, to authorize municipalities and counties to regulate smoking within the boundaries of their public parks, subject to certain exceptions; and

WHEREAS, the City establishes, owns, and maintains public parks to promote the health, safety, welfare, and recreational enjoyment of City residents; and

WHEREAS, the City Council desires to provide City residents with safe and clean environments in which recreational opportunities can be enjoyed and maximized; and

WHEREAS, in order to provide for the public health, safety, and welfare of City residents, the City Council finds that a prohibition of smoking in City-owned parks opened to and used by the public will reduce exposure to secondhand smoke and promote cleaner and more hygienic City parks; and

WHEREAS, the City Council further finds that this ordinance best provides for the attainment of the aforesaid goals, that the restrictions created by this ordinance are necessary for the health, safety, and welfare of City residents and the public at large, and is in the general best interest of the City.

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 and made a part of this ordinance.

SECTION 2. CHAPTER 20 - PARKS AND RECREATION, ARTICLE IV. - PARK RULES AND REGULATIONS, SECTION 20-13. - GENERAL PARK RULES AND REGULATIONS, IS HEREBY AMENDED AS FOLLOWS¹:

Sec. 20-13(c) *Prohibited activities*. It shall be unlawful for any person to do any of the following in any park ~~area~~ or any other areas officially designated by the city council as a park and posted as such unless specifically permitted by the appropriate authorization received from the city manager and issued pursuant to this article, except for activities of the city which are undertaken within the scope of its governmental authority:

(1) Trespass when the park is closed.

(2) Camp overnight.

(3) Purchase, sell, offer, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in Chapter 19.5 of this Code of Ordinances.

(4) Cook foodstuff on grills other than those public grills provided by the city for that purpose. Persons may utilize grills provided by the city only for cooking in the designated park areas. No fires or food preparation is allowed that pose a hazard to public property or the general public.

(5) Set or stoke a fire, except for city-authorized prescribed burns or those fires set or stoked in designated City grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public.

(6) Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the park user to be properly disposed of elsewhere.

(7) Engage in the defacing, destruction, removal, or alteration of any park facility, structure, grounds, or equipment.

(8) Construct or erect any hut, shanty, or other shelter. Park users may set up a temporary sun/shade apparatus up to ten (10) feet by ten (10) feet in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within fifteen (15) feet of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park.

(9) Disturb the natural surface of the ground in any manner unless authorized in writing by the city manager and done in accordance with a city-initiated land management activity.

(10) Erect or affix signs to any tree, post, pole, fence, or park facility or grounds except as provided by city ordinance, or through an approved facility use contract authorized by the city manager.

¹ ~~Strike through~~ text indicates deletions, underline text indicates additions.

~~(11) To bring or otherwise allow any cat, dog, or other animal into any park area, except in a public parking area or registered dogs in Paws Dog Park, walkways adjacent to a park, or where otherwise clearly marked by signs expressly permitting domestic animals in that area. Service animals that are specially trained and actively engaged in service to assist the handicapped are exempted from this section.~~

~~(12) To allow privately owned animals to discharge or deposit waste. All owners or others in charge of privately owned animals shall remove their animal waste from the park grounds, and may deposit animal waste in park trash receptacles.~~

~~(13)~~(11) To disturb or remove any plant, wildlife, animal, bird, or egg located above, upon, or below the surface of the park grounds, or to allow any privately-owned animal to do so unless specifically authorized in writing by the city manager.

~~(14)~~(12) To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, javelin, or other dangerous object. This part shall not be used or interpreted to regulate firearms, ammunition, or components thereof as defined in F.S. Ch. 790.

~~(15)~~(13) Use roller skates, roller blades, or skateboards, except on park facilities specifically designated for this purpose.

~~(16)~~(14) Use public restrooms to shave, bathe, and/or shower, unless shower facilities are specifically provided for public use.

~~(17)~~(15) Sleep on park benches, tables, or under any covered areas or pavilion.

~~(18)~~(16) Store personal goods or property on park property.

~~(19)~~(17) Loiter.

~~(20)~~(18) Bathe or otherwise be, use or remain in a water or drinking fountain and/or its reservoir or to allow any privately-owned animal to do so.

~~(21)~~(19) Discharge or deposit human waste, except in toilet facilities provided by the city.

~~(22)~~(20) Engage in the sale, rental, delivery, demonstration, display, or offering as a business promotion any item or service for any non-city sponsored function(s), except as otherwise permitted for special events as provided by Chapter 19.5 of this Code of Ordinances or administrative rule.

~~(23)~~(21) Use any park property for non-city sponsored fundraising activities, except as otherwise permitted for special events as provided in Chapter 19.5 of this Code of Ordinances.

~~(24)~~(22) Engage in gambling, conduct raffles, bingo games, or card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise.

~~(25)~~(23) Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than one hundred (100) feet, unless otherwise permitted for special events as provided

in Chapter 19.5 of this Code of Ordinances, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation.

~~(26)~~(24) Refuse to vacate any pavilion, table, building, or other portion of a park area that is permitted for the exclusive use of another party as provided by a special event permit or temporary rental agreement authorized by the city.

~~(27)~~(25) ~~Smoke, vape, or use tobacco products in any park, park property, athletic area, playground area, or indoor facility. Smoke tobacco products or use vapor-generating devices.~~ As used in this provision, smoking shall be defined as inhaling, exhaling, burning, carrying, or possessing a lighted tobacco product or the active use of a vapor-generating device. Tobacco product is defined to include cigarettes, pipe tobacco, and any other lighted tobacco product except unfiltered cigars.

~~(28)~~(26) Drive any vehicle on any all-purpose field, including the golf course, with the exception of carts and devices allowed by the golf course staff.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

SECTION 4. SCRIVENER'S ERRORS. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 5. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 6. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

AUTHENTICATED THIS ____ DAY OF _____, A.D., 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney