



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, March 6, 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. Regular City Council Meeting held on February 21, 2023
- B. City Council Workshop held on February 23, 2023

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- A. Approve/Disapprove the purchase and installation of a mural on the Downtown CAPE building at 218 4th Avenue North by C. Stanley Creative for an amount not to exceed \$30,000
- B. Approve/Disapprove an Agreement with the Duval County Property Appraiser and Duval County Tax Collector for the use of property tax collections to fund business personal property tax audit services and authorize the Mayor and City Manager to execute the same

RESOLUTIONS

- A. Adopt/Deny Resolution 2139-2023 approving the honorary street name designation application for Honoree Michael A. Bondanza
- B. Adopt/Deny Resolution No. 2141-2023 adopting the Legislative Policies Manual

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2023-8194 on the first reading amending City Code of Ordinances Sec. 31-61 "Paid Parking Program", and schedule a second reading for March 20, 2023

- B. Approve/Disapprove Ordinance No. 2023-8195 on the first reading for a Charter amendment to increase the building height limitation on City Property, Latham Plaza Parking Lot, and schedule a second reading for March 20, 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.

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 Public Works Dennis Barron, Director of Planning and Development Heather Ireland, Assistant to the City Manager Molly Alleger, Ocean Rescue Lieutenant Max Ervanian and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on February 6, 2023
- Council Briefing held on February 13, 2023

ANNOUNCEMENTS:

Council Member Golding shared an invitation to the Jacksonville Mayoral Candidate Forum conducted by Beaches Watch on February 22, 2023. She stated there would be a Council Workshop on February 23, 2023, to discuss parking requirements as part of an update on the Comprehensive Plan and Land Development Code. She stated Beaches Watch would also host a meeting regarding the 2023 legislative session on March 1, 2023.

Council Member Meza shared that he was excited about new businesses in the City opening soon.

COURTESY OF THE FLOOR TO VISITORS:

- Michelle Tipton, 2333 Azalea Drive, Jacksonville Beach, spoke about the 35-foot height amendment adopted in 2004.

MAYOR AND CITY COUNCIL:

Item A Approve/Disapprove a 3% annual merit increase for the City Manager

Human Resources Director Kimberlee Bennett provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve a 3% annual merit increase for the City Manager.

Discussion: None

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

The motion passed unanimously.

CITY CLERK: *None*

CITY MANAGER:

Item A Accept/Reject the Monthly Financial Reports for the month of January 2023

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to accept the Monthly Financial Reports for the month of January 2023.

Discussion: *None*

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

Item B Approve/Disapprove an emergency sewer replacement to be completed by United Brothers Development Corporation in an amount not to exceed \$733,319.

Director of Public Works Dennis Barron provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve an emergency sewer replacement to be completed by United Brothers Development Corporation in an amount not to exceed \$733,319.

Discussion: Discussion ensued regarding the timeline, sewer line master planning, and the pipe lining process.

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

**Item C 1. Approve/Disapprove an exception to the Special Events Policy to allow Florida Fin Fest in September 2023;
2. Approve/Disapprove an exception to the Special Events Policy to allow Super Girl Surf Pro on Veteran's Day weekend.**

Assistant to the City Manager Molly Alleger provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve an exception to the Special Events Policy to allow Florida Fin Fest in September 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 an exception to the Special Events Policy to allow Super Girl Surf Pro on Veteran's Day weekend.

Discussion: *None*

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

RESOLUTIONS:

Item A Adopt/Deny Resolution No. 2137-2023 establishing rates, charges, and fees for the Ocean Rescue Junior Lifeguard Program.

Ocean Rescue Lieutenant Max Ervanian provided background on the item.

Mayor Hoffman requested the City Clerk read Resolution No. 2137-2023 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE OCEAN RESCUE JUNIOR LIFEGUARD PROGRAM; 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. 2137-2023 establishing rates, charges, and fees for the Ocean Rescue Junior Lifeguard Program.

Discussion: A brief discussion ensued on the background of the program and the potential for a grant opportunity for participants in the future.

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

ORDINANCES:

Item A Approve/Disapprove Ordinance No. 2023-8190 on the second reading for a text amendment to update Section 34-467 - Flood Hazard Area, of the Land Development Code.

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

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8190 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 34 – LAND DEVELOPMENT CODE, ARTICLE VIII – SITE DEVELOPMENT STANDARDS, DIVISION 5 – ENVIRONMENTAL STANDARDS, SECTION 34-467 – FLOOD HAZARD AREA, TO PROVIDE FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS AND TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: "This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its second reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a 'quasi-legislative' proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

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 uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council's decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

I will now open the public hearing on Ordinance No. 2023-8190."

Public Hearing:

The following did not wish to speak but submitted a speaker card in opposition to the ordinance:

- Todd Smith, 1443 10th Street North, Jacksonville Beach
- Robin Smith, 1443 10th Street North, Jacksonville Beach

Mayor Hoffman closed the public hearing.

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 Sutton, Nichols, and Janson had none to disclose.

Council Members Horn, Meza, and Golding disclosed they received an email in opposition.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Ordinance No. 2023-8190 on the second reading for a text amendment to update Section 34-467 – Florida Hazard Area, of the Land Development Code.

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, staff's report, the recommendation of the Planning Commission, and public input at all hearings."

Discussion: Council Member Horn noted a scrivener's error related to the Section number referenced by the ordinance.

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

Item B **Approve/Disapprove Ordinance No. 2023-8191 on the second reading to repeal Section 7-17 of the Code of Ordinances.**

Ms. Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8191 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS, BY REPEALING SECTION 7-17 REFERENCING THE FLORIDA BUILDING CODE; 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 second reading.

I will now open the public hearing on Ordinance No. 2023-8191.”

Public Hearing:

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Ordinance No. 2023-8191 on the second reading to repeal Section 7-17 of the Code of Ordinances.

Discussion: *None*

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

Item C **Approve/Disapprove Ordinance No. 2023-8192 on the second reading for Rezoning for North Beach Townhomes PUD.**

Ms. Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8192 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT WITHIN 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 rezoning of 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 for the rezoning of 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 their 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 rezoning application is based on the criteria set forth in Section 34-211 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 and Planning Commission reports on this rezoning request.

The City has received advanced notice from the applicant, through its attorney, that they may exercise their rights, pursuant to Section 286.0115(b) of the Florida Statutes, to cross-examine any witness whose public hearing testimony or comments may be construed as competent substantial evidence or may otherwise have a substantive effect on the decision of this Council.

I will now open the public hearing on Ordinance No. 2023-8192.”

Public Hearing:

Zach Miller, 3202 Old Barn Court, Ponte Vedra Beach, introduced himself on behalf of the applicant and presented the project with changes, including proposed conditions of approval.

The following did not wish to speak but submitted a speaker card in support of the ordinance:

- Lindon Hayes, 3000 1st Street South, Jacksonville Beach
- Charles E. Kennedy, 3731 Eagle Ridge Drive, Jacksonville

The following spoke in opposition to the ordinance:

- Lisa Sandstrom, 1171 3rd Avenue North, Jacksonville Beach
- Ryan Walls, 1104 2nd Avenue North #2, Jacksonville Beach
- Kathy Moore, 115 11th Street North, Jacksonville Beach
- Debra Janin Collins, 1105 1st Avenue North, Jacksonville Beach
- K.C. Braun, 804 13th Avenue North, Jacksonville Beach
- Ellen Victoria Lake, 10 Dogwood Court, Jacksonville Beach
- Gary Lyon, 1217 4th Avenue North, Jacksonville Beach
- Elaine Hinsoh, 1307 Rigdon Road, Jacksonville, and 1028 4th Street North Unit A, Jacksonville Beach
- Robin W. Smith, 2706 Colonies Drive, Jacksonville Beach

- Patrick Kennedy, 1118 4th Avenue North, Jacksonville Beach
- Mary Phillips, 934 10th Street North, Jacksonville Beach
- Roger Whiting, 1103 2nd Avenue North, Jacksonville Beach
- Cynthia Simpson, 1005 1st Avenue North #7, Jacksonville Beach
- Ronda S. McDonald, 1120 2nd Avenue North, Jacksonville Beach
- Michael Dunlap, 1120 2nd Avenue North, Jacksonville Beach
- Tony Komarek, 533 11th Avenue South, Jacksonville Beach
- Michelle Tipton, 2333 Azalea Drive, Jacksonville Beach
- Todd Smith, 1443 10th Street North, Jacksonville Beach
- Brenda Shields, 2015 18th Street North, Jacksonville Beach
- Albin L. Clark, 933 2nd Avenue North, Jacksonville Beach

Mr. Miller cross-examined Mr. Walls immediately following his testimony.

The following did not wish to speak but submitted a speaker card in opposition to the ordinance:

- Andrew Hernandez, 1128 4th Avenue North, Jacksonville Beach
- Margaret Fishback, 525 3rd Street North #408, Jacksonville Beach
- Margaretta Clark, 933 2nd Avenue North, Jacksonville Beach
- Connie Rifkin, 406 11th Street North, Jacksonville Beach
- David Rifkin, 406 11th Street North, Jacksonville Beach
- Jacques M. Corneau, 1129 2nd Avenue North, Jacksonville Beach
- Scott Roycraft, 604 Patricia Lane, Jacksonville Beach
- Jim Gillis, 800 10th Street North, Jacksonville Beach
- Marcelle Gillis, 800 10th Street North, Jacksonville Beach
- Robert Flores, 1168 4th Avenue North, Jacksonville Beach
- Christa Murphy, 519 6th Street North, Jacksonville Beach
- Joseph Martin, 1778 Oak Breeze Lane, Jacksonville Beach
- Trey Phillips, 934 10th Street North, Jacksonville Beach
- Carolyn Pugh, 567 Palm Tree Road, Jacksonville Beach
- Maryellen C. Andreasen, 505 Palm Tree Road, Jacksonville Beach
- Donna Doane, 937 4th Avenue North, Jacksonville Beach
- Luanne Lentz, 831 7th Avenue North, Jacksonville Beach

Mr. Miller responded to the public comments briefly, addressing concerns regarding parking, trees, density, and the consideration of urban trails.

Alex Sifakis, 340 8th Street, Atlantic Beach, applicant, acknowledged the community concerns and stated they are working to address them to the best of their ability. He discussed the scale of the project and adjacent developments, short-term rentals, parking, and amenities.

Mayor Hoffman closed the public hearing.

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 disclosed she had spoken with Mr. Miller by phone on February 16, 2023, to discuss amendments related to short-term rentals. She stated she received numerous emails both in favor and in opposition.

Council Member Sutton disclosed he had a discussion with residents Austin and Shirley Dutcher, and stated he received numerous emails both in favor and in opposition.

Council Members Horn and Janson disclosed they received numerous emails in support and opposition.

Council Member Meza disclosed he received numerous emails in support and opposition and a phone call from Mr. Sifakis related to the proposed conditions.

Council Member Nichols disclosed he had spoken with the applicant the day following the first reading, mostly regarding short-term rentals and his opposition to them. He stated he received numerous emails in support and opposition.

Council Member Golding disclosed she received 13 emails in support and 35 emails in opposition to the ordinance.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to adopt Ordinance No. 2023-8192 as amended, with conditions specified in paragraphs 2c through 2f, on the second reading for Rezoning for North Beach Townhomes PUD.

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 regarding ongoing work on the Land Development Code, the number of trees planned, setbacks, recycling, and development standards.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Mayor Hoffman
Nays – Sutton, Golding, Horn
The motion passed 4-3.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:07 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

Minutes of City Council Workshop
Thursday, February 23, 2023 – 5:30 P.M.
City Council Chambers, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL



The City Council Workshop began at 5:35 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman (left early)

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

Also present were City Manager Mike Staffopoulos, City Attorney Sandra Robinson, Director of Planning and Development Heather Ireland, Senior Planner Christian Popoli, and Blair Knighting of Kimley-Horn.

Purpose of Workshop

The purpose of this workshop was to discuss parking regarding the Comprehensive Plan and Land Development Code update.

Director of Planning & Development Heather Ireland introduced Blair Knighting with Kimley Horn, the consultant group to complete the Comprehensive Plan and Land Development Code update. Ms. Ireland presented a slideshow [on file] and provided a handout [on file] summarizing identified parking issues and potential solutions. The topics presented and discussed were the following:

Residential Parking

A discussion ensued regarding townhouse parking, guest parking for multi-family housing, and the garage requirement for single-family housing. Potential solutions considered were increasing the minimum width of townhouse lots, considering the number of bedrooms for parking requirements, rear loading garages, adding a guest parking requirement, and exempting existing single-family homes from the garage or carport requirement.

Commercial Parking

A discussion ensued regarding commercial requirement flexibility, change in use or redevelopment projects causing an increase in parking required, alternate transportation parking (bike, golf cart, EV), and material flexibility. Potential solutions included broadening uses permitted, using traffic data and parking analyses, combining similar commercial uses with parking improvement exemptions, requiring or allowing a certain amount of alternate transportation parking, and allowing a variety of materials to be used for parking.

Downtown Parking

The challenges of parking requirements with the limited space in the Central Business District were discussed. Potential solutions considered were reducing the parking requirement for commercial and mixed uses, revising the payment in lieu of parking program, and a future parking garage project.

The Workshop adjourned at 6:48 P.M.

Submitted by: Lauren Loria
Administrative Assistant

Approved:

Christine Hoffman, Mayor

Date: _____

DRAFT

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	02/03/2023
SUBJECT:	Mural on the Downtown CAPE building

BACKGROUND

The Downtown Redevelopment District Plan includes the implementation of a public art master plan. Following the establishment of the Public Art Advisory Committee (PAAC), staff proceeded with a call to artists for the first public mural. The Downtown CAPE storage building located at 2nd Street North and 4th Avenue North was selected as the first public art mural location. The PAAC reviewed, discussed, and scored almost 30 submissions for the mural, and interviewed two of three finalists selected. Following the interviews, the PAAC selected C. Stanley Creative to complete the project.

Staff worked with the artist team to finalize the concept based on feedback and questions from the PAAC, which was then presented to the PAAC at their regular meeting on February 16, 2023. The PAAC made a formal recommendation to the Community Redevelopment Agency (CRA), who reviewed and voted to approve the recommendation at their regular meeting on February 27, 2023.

The goal for the mural is to activate this space in the Downtown District to engage residents and visitors of Jacksonville Beach while being reflective of the beach life brand, reflecting natural elements located in a beach community, and engaging the community in a positive way. The mural concept submitted by C. Stanley Creative features local ocean life, provides a safe backdrop for photographs, and draws visitors in by extending the mural around the south and west sides of the building to capture attention. A copy of the final approved concept is attached.

FINANCIAL IMPACT

This mural was allocated as part of the FY23 budget cycle in the amount of \$30,000.00.

REQUESTED ACTION

Approve/Disapprove the purchase and installation of a mural on the Downtown CAPE building at 218 4th Avenue North by C. Stanley Creative for an amount not to exceed \$30,000

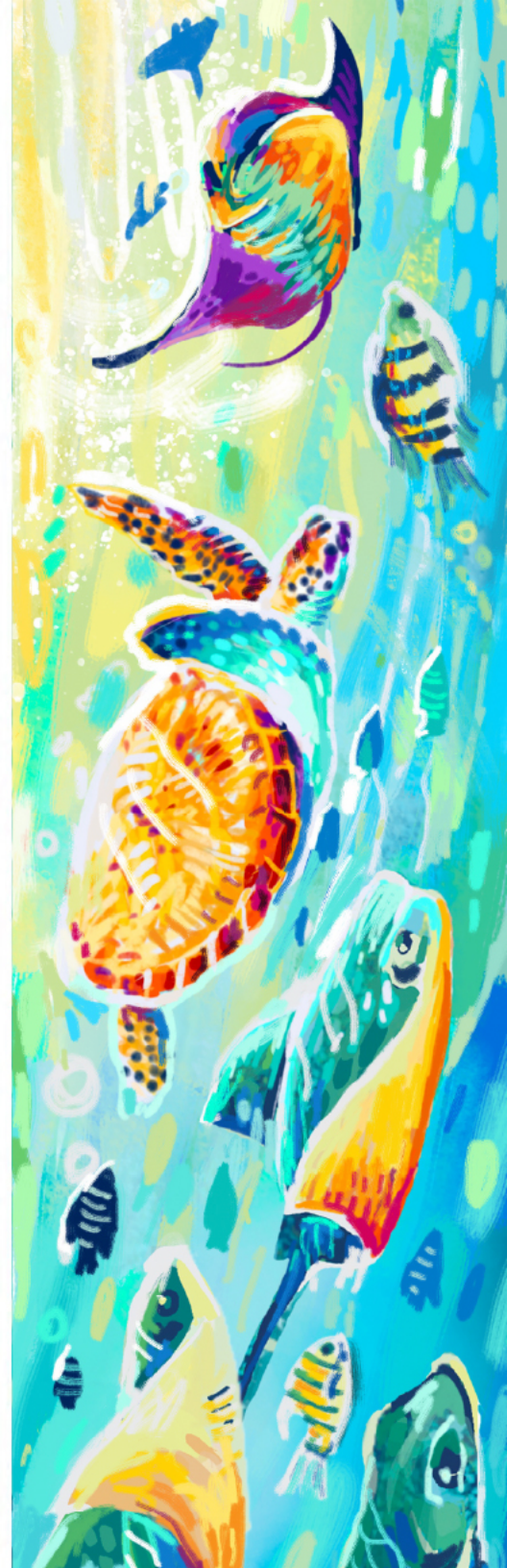
ATTACHMENTS

1. C. Stanley Creative Downtown CAPE Building Mural

CAPE Building Mural

Jax Beach

C. STANLEY
CREATIVE





Please do not reproduce or distribute these images without the Artist's expressed permission

C. STANLEY
CREATIVE



C. STANLEY
CREATIVE

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	02/07/2023
SUBJECT:	Agreement with the Duval County Property Appraiser and Tax Collector for the Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services

BACKGROUND

In 2019, the City entered into an agreement with the Duval County Property Appraiser (DCPA) and Duval County Tax Collector (DCTC) to fund tangible business personal property tax audit services. The purpose of the audits, through a third party provider, is to determine improper or fraudulent tax exemptions or omissions. The Homestead Property Tax Exemption, as an example, is a valuable benefit for our permanent residents. However, the benefit is sometimes misused when property owners claim the exemption improperly or fraudulently. Such improper claims shift the burden of property tax payments to other property owners and reduce revenues for the City, county, and schools.

The agreement between the DCPA, DCTC, and Tax Management Associates, Inc. (TMA, the third party provider) has expired. As such, all three parties have entered into a new agreement for an initial two-year period, with two one-year renewal options available. Under the agreement, TMA will receive 35% of any tax, penalties, and interest collected as a result of audits performed. Those fees will be deducted by the Tax Collector prior to making distribution to the individual taxing authorities. For properties within the City of Jacksonville Beach to be included in the audit process, the City must authorize the DCTC to deduct audit fees from the related distributions by entering into the Agreement for Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services (attached). The City has successfully participated in this program since 2016.

FINANCIAL IMPACT

Since the audit program began, tangible personal property tax revenues to the City have increased by an average of 10%, or \$30,000, per year.

REQUESTED ACTION

Approve/Disapprove an Agreement with the Duval County Property Appraiser and Duval County Tax Collector for the use of property tax collections to fund business personal property tax audit services and authorize the Mayor and City Manager to execute the same

ATTACHMENTS

1. Contract Between the City of Jacksonville and Tax Management Associates, Inc., for Comprehensive Tangible Business Personal Property Tax Audits
2. Agreement for Use of Property Tax Collections to Fund Business Personal Property Tax Audit Services

**SINGLE SOURCE CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
TAX MANAGEMENT ASSOCIATES, INC.
FOR
COMPREHENSIVE TANGIBLE BUSINESS
PERSONAL PROPERTY TAX AUDITS**

71885-22

THIS SINGLE SOURCE CONTRACT (the "Contract") is made and entered into as of this 8 day of August, 2022 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida ("City"), and **TAX MANAGEMENT ASSOCIATES, INC.**, a foreign profit corporation authorized to conduct business in the State of Florida with its principal offices located at 5121 Parkway Plaza Boulevard, Charlotte, North Carolina 28217 ("TMA"), for Comprehensive Tangible Business Personal Property Audits for the Duval County Property Appraiser's Office.

W I T N E S S E T H:

WHEREAS, City desires to engage TMA to provide comprehensive tangible business personal property tax audits for the purpose of collecting taxes due on properties identified through a TMA audit, as described in the Scope of Work, attached to this Contract as **Exhibit A** (the "Services"); and

WHEREAS, TMA is willing and able to accept such engagement and provide the Services in accordance with the terms and conditions contained in this Contract; and

WHEREAS, the Services can only be procured through TMA because TMA is the only vendor currently performing tangible business personal property tax audits in the State of Florida; and

WHEREAS, pursuant to Section 126.206, *Ordinance Code*, notice of the Single Source Request was posted for no fewer than seven calendar days on the Procurement Division's website; and

WHEREAS, it has been determined by the Procurement Division that there is not another potential source which can efficiently and effectively perform the Services; and

WHEREAS, City's General Governmental Awards Committee and Mayor approved a Single Source Award for the procurement of the Services on June 16, 2022; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. Performance of Services. City hereby retains the services of TMA to perform the Services, and TMA agrees to perform the Services in accordance with the Scope of Services, attached hereto as **Exhibit A**, and in accordance with the General Provisions, attached hereto as **Exhibit C**. If any services, functions, or responsibilities are not specifically described in **Exhibit A** but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

2. Term of the Contract. This Contract shall commence on the Effective Date and shall continue for two (2) years until September 30, 2024 (the "Term") unless sooner terminated in accordance with the terms of this Contract, with two (2) one-year renewal options available.

3. Compensation. Compensation shall be paid by City to TMA as set forth in Cost and Payment for Audit Services, attached hereto as **Exhibit B** and incorporated herein by this reference.

4. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Duval County Property Appraiser
231 East Forsyth Street, Suite 270
Jacksonville, Florida 32202
Attention: Kathleen Collins, Chief Financial Officer

As to TMA:

Tax Management Associates, Inc.
5121 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Attention: Angelo Taranto Jr., Director of Sales & Marketing

5. Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Kathleen Collins (904.255.5890; KathleenC@coj.net), and TMA's Contract Manager is Angelo Taranto (704.814.7632); jaytaranto@tma1.com. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

6. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by TMA. No statement, representation, writing, understanding, agreement, course of action, or course of conduct

made by either party or any representative of either party which is not expressed herein shall be binding. TMA may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. TMA acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

7. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

8. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures shall constitute and be evidence of an executed agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

By Leslie Yow
Signature

Leslie Yow
Type/Print Name

Marketing Coordinator
Title

**TAX MANAGEMENT
ASSOCIATES, INC.**

By Richard H. Cooke, T.
Signature

Richard H. Cooke, T.
Type/Print Name

CEO
Title

ATTEST:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

By: Brian Hughes
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Finance
City Contract Number 71885-22

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Exhibit A

Scope of Services

- A. In accordance with the charges, terms, and conditions contained in this Contract, TMA agrees to furnish audit services to verify the accuracy of the business taxpayer's personal property tax forms filed with the Duval County Property Appraiser's Office in the State of Florida.
- B. The Services will be performed in accordance with the terms and conditions provided by this Contract and in compliance with all applicable Florida Personal Property Tax Statutes. TMA agrees to perform audits in accordance with professionally accepted auditing and accounting standards.
- C. It is expressly agreed by the parties that all work performed by TMA shall be under the direct supervision and control of City. All correspondence in connection with audits will be signed by the City and, if applicable, the Duval County Property Appraiser or by an authorized designee.
- D. In order to assist in the scheduling of taxpayers' forms selected by City for audit, City agrees to make available to TMA copies of the Personal Property Tax Forms for the years for which audits are to be performed.
- E. TMA agrees to audit the forms assigned for audit for the most current year and applicable prior years as provided by Florida Statutes, which provide for discovery procedures and limitations.
- F. It is expressly understood by TMA that under the provisions of the Florida Statutes, it and its employees are subject to the State Confidentiality Statutes and the penalties contained therein. TMA agrees to abide by the Florida Statutes concerning confidentiality of taxpayer records and shall hold the City harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality or taxpayer records.
- G. TMA agrees to provide training to designated employees of the City as to all aspects of the audit services provided pursuant to this Contract. Any appropriate designee of the City may perform an audit with TMA personnel, provided the City shall be responsible for any related expenses of such City employee.
- H. TMA agrees that no employee of the company will consult with or answer questions regarding any aspect of an audit being performed, except with authorized City officials and the taxpayer being audited unless otherwise directed to do so by City.

- I. If for any cause, TMA or the City fails to fulfill its obligations as provided by this Contract or materially violates any of the covenants or stipulations within this Contract, or becomes unsatisfied with the Services, and such failure or violation continues for thirty (30) days after written notice thereof by a party, either party shall thereupon have the right to terminate this Contract immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. In the event of termination, all audits assigned to TMA shall be completed by TMA and all fees for completed audits shall be payable in accordance with the terms of this Contract.
- J. It is expressly understood and agreed to by TMA and City that the audit services performed under this Contract represent an examination of data and materials as might be contained in a taxpayer's accounting records or other documents for the purpose of verifying the accuracy of personal property forms, reports, or statements filed with the City in connection with a taxpayer's personal property form and that such services are not appraisal services except that information obtained in an audit performed by TMA may be used by City to form an opinion or estimate of value as in an appraisal.

EXHIBIT B

Cost and Payment for Audit Services

- A. City shall pay to TMA for the Services an amount equal to thirty-five percent (35%) of the gross taxes, penalties, and interest collected for discoveries resulting from each audit performed by TMA. Taxes shall include all taxes levied by the City, including listing penalties and interest. Should the City require any consulting work outside the scope of conducting tangible personal property audits, the fee will be: One hundred and fifty dollars (\$150.00) per hour.
- B. All expenses incurred by TMA in performing audits under this Contract, including but not limited to travel, food, lodging, mileage, and salaries, shall be the responsibility of TMA. Audits will be performed at the place where the taxpayer's accounting records are located unless otherwise agreed to by the Duval County Property Appraiser that the audit can be conducted elsewhere. City will be responsible for the cost of postage for handling audit correspondence and the cost of providing TMA copies of City's tax records associated with an individual account assigned for audit.
- C. City agrees to furnish TMA copies of paid tax receipts issued to taxpayers within fifteen (15) days following the payment of taxes generated from the services of TMA.
- D. TMA shall invoice City for applicable audit fees on a monthly basis. Invoiced fees will be due and payable within ten (10) days of billing date. If payment is not received by TMA within thirty (30) days of billing date, the unpaid balance of fees will be subject to additional fees in the amount of one and one-half percent (1 1/2%) per month until payment is received. TMA shall invoice City for completed audits only.
- E. All legal costs involving statutory appeals resulting from an audit shall be the responsibility of City. TMA shall be responsible for defending its audit findings throughout any appeals process without additional cost to City. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives and providing testimony and evidence at all hearings before the Duval County Property Appraiser, Local Board of Appeals, and at any other appeal level concerning information identified in an audit.

EXHIBIT C

General Provisions

A. Relationship of the Parties. In performance of the Services, TMA shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of City. TMA shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with the Contract.

B. City's Right to Make Changes. City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. City will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of TMA, which shall not be unreasonably withheld. City and TMA will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

C. Service Warranties. TMA warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. TMA shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of TMA; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve TMA of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well. The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than TMA or its subcontractors; (ii) to any modifications made by anyone other than TMA or its subcontractors or without TMA's specific prior written consent; or, (iii) to any use of the Services in a manner or for any purpose other than those contemplated in this Contract. EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TMA'S WARRANTIES EXTEND SOLELY TO CITY.

D. City Will Assist Contractor. At TMA's request, City will provide reasonable assistance and cooperation to TMA, including the supply of any data and information necessary for TMA to provide the Services. City will also designate a Project Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

E. **Taxes.** City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. TMA shall not include any state, local, and federal taxes in any prices quoted to City.

F. **Indemnification.** TMA shall hold harmless, indemnify, and defend City and City's officers, directors, employees, representatives, and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(1) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs, and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to TMA's performance of the Contract or work performed hereunder; and

(2) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right and will pay all costs (including but not limited to attorney's fees and court costs), damages, charges, and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, TMA shall immediately make every reasonable effort to secure for the Indemnified Parties a license authorizing the continued use of the Service or product. If TMA fails to secure such a license for the Indemnified Parties, then the TMA shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing; and

(3) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules, or regulations by TMA or those under its control; and

(4) Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by TMA in connection

with the Contract or in any certificate, document, writing, or other instrument delivered by TMA, or (b) any breach of any covenant or obligation of TMA set forth in the Contract or any other certificate, document, writing, or other instrument delivered by TMA pursuant to the Contract.

The indemnifications in this Section G are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Contract or otherwise. This Section G shall survive the expiration or termination of the Contract.

To the extent an Indemnified Party exercises its rights under this Section G, the Indemnified Party will (1) provide reasonable notice to TMA of the applicable claim or liability, and (2) allow TMA to participate in the litigation of such claim or liability (at TMA's expense) to protect its interests. Each Party will cooperate in the investigation, defense, and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed, or conditioned.

Notwithstanding the foregoing or any other provision of the Contract to the contrary, nothing contained in this Contract shall be construed as a waiver of any right or defense that City has under Section 768.28, Florida Statutes.

G. Insurance. Without limiting its liability under this Contract, TMA shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract insurance of the types and in the minimum amounts stated below, and prior to commencement of work provide a certificate, with applicable endorsements on a form that is acceptable to the City's Division of Risk Management, evidencing the following required coverages to the City:

SCHEDULE

LIMITS

Workers Compensation	Florida Statutory Coverage
Employer's Liability	\$500,000 Each Accident
(including appropriate Federal Acts)	\$500,000 Disease Policy Limit
	\$500,000 Each Employee/Disease

This insurance shall cover TMA for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). TMA is responsible for providing federal acts when applicable, i.e., US&H, Jones Act, and FELA.

Commercial General Liability	\$2,000,000 General Aggregate
(including premises operations,	\$2,000,000 Products/Comp.Ops Agg.

and blanket contractual liability)

\$1,000,000 Personal/Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage

\$5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or endorsement approved in writing by City's Office of Risk Management.

Automobile Liability

\$1,000,000 Combined Single Limit

(all automobiles-owned, hired or non-owned
used in the performance of this Contract)

ISO Form CA0001, as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claims Made Form, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by City.

The City and the City's members, officials, officers, employees, and agents shall be endorsed as an additional insured under all of the above Commercial General Liability coverage using forms no more restrictive than ISO Form CG2010 and under the Automobile Liability coverages using forms no more restrictive than ISO Form CA2048.

All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of City and City's members, officials, officers, and employees.

The insurance provided by TMA shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any of the City's members, officials, officers, and employees.

Except as authorized in this Contract, the insurance maintained by TMA shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible, or self-insured retention for any required insurance provided by TMA pursuant to this Contract will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, TMA shall be responsible for paying on behalf of City any self-insurance, deductible, or self-insured retention.

The deductible amounts for any peril shall not exceed those determined by TMA to be customary in the industry. TMA shall be responsible for payment of its deductible.

For any insurance coverage required hereby, TMA may use a self-insurance program, provided such program has received prior written approval of City, or self-insured retention allowed under this paragraph. City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Contract.

Compliance with the insurance requirements of this Contract shall not limit the liability of TMA or its sub-contractors, employees, or agents to City or others. Any remedy provided to City or City's members, officials, or employees shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Risk Management, if requested to do so by City, TMA shall, within thirty (30) days after receipt of a written request from City, provide City with a certified, complete copy of the policies of insurance providing the coverages required herein.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, City may at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that City also be named as an additional insured.

Anything to the contrary notwithstanding, the liabilities of TMA under the Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither City's approval of, nor its failure to disapprove, insurance furnished by TMA shall relieve TMA or its sub-contractors from the responsibility to provide insurance as required by the Contract.

In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, TMA shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to City, for the protection of employees not otherwise

protected.

H. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for a delay in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). TMA shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if TMA could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date TMA first had reason to believe that a delay could result. Based upon such notice, City will give TMA a reasonable extension of time to perform; provided, however, that City may elect to terminate the Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE TMA'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against City. TMA shall not be entitled to an increase in the Contract price or payment of any kind from City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

I. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release TMA from its obligations under the Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

J. Restrictions on the Use or Disclosure of City's Information. TMA shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by TMA or its agents, subcontractors, or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. TMA shall not be required to keep confidential any information that has already been made publicly available through no fault of TMA or that TMA developed independently without relying on City's information. To ensure confidentiality, TMA shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

K. Public Records Law; Process For Protecting Trade Secrets and Other Information. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All

documents received by City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that TMA claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by TMA on all copies furnished to City. City agrees to notify TMA of any third-party request to view such information, but it is TMA's obligation to obtain a court order enjoining disclosure. If TMA fails to obtain a court order enjoining disclosure within five (5) business days of TMA's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with TMA's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the TMA shall:

- (a) Keep and maintain public records required by City to perform the services; and
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (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 the Contract term and following completion of this Contract if TMA does not transfer the records to City; and
- (d) Upon completion of this Contract, transfer to City at no cost all public records in possession of TMA or keep and maintain public records required by City to perform the service. If TMA transfers all public records to City upon completion of this Contract, TMA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TMA keeps and maintains public records upon completion of this Contract, TMA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF TMA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC

**RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180,
JACKSONVILLE, FLORIDA 32202.**

L. Assignment. City and TMA each binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the Contract. TMA shall not sell, assign, or transfer any of its rights (including rights to payment), duties, or obligations under the Contract without the prior written consent of City. In the event of any assignment, TMA shall remain liable for performance of the Contract unless City expressly waives such liability. City may assign the Contract with prior written notice to TMA of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of City.

M. Other Non-Discrimination Provisions. As required by Section 126.404, *Ordinance Code*, TMA represents that it has adopted and will maintain throughout the term of this Contract a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. TMA agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that TMA shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. TMA agrees that if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

N. Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules, and regulations as the same exist and as may be amended from time to time, including but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

O. Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

P. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations, and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

Q. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

SINGLE SOURCE AWARD

BID NO #SS-12718-22

Subject: Comprehensive Tangible Business Personal Property Tax Audits for the Duval County Property Appraiser's Office

Department: Property Appraiser

Description of Purchase:

Recommend approval of a Single Source award to Tax Management Associates, Inc. (TMA) to provide Comprehensive Tangible Business Personal Property Tax Audits for the Duval County Property Appraiser's Office. TMA will provide audit services in exchange for the fee of an amount equal to thirty-five percent (35%) of any taxes, penalties, or interest collected from back taxes assessed by the Property Appraiser on parcels identified through a TMA audit. Period of service will be from date of contract execution through September 30, 2024 with two (2) one (1) year renewal options.

Compensation shall be paid exclusively from the taxes, penalties, and interest collected from the tax audits performed by TMA.

This will be a revenue-generating contract (no cost to the City) processed by formal contract through the Office of General Counsel.

Single Source Award To: Tax Management Associates, Inc.

Price Justification: See attachment

Total Award: See attachment

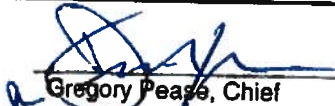
Requisition #: N/A

Attachments: Recommendation Memo, Single Source Request Form, Supplier Letter & Quote, Previous Award

Certification as to Single Source: Kathleen Collins, Chief Financial Officer, Property Appraiser

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.


Analyst: David Klages

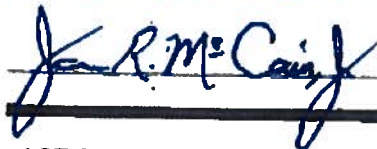

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"


CHAIRMAN


DATE 6/16/2022

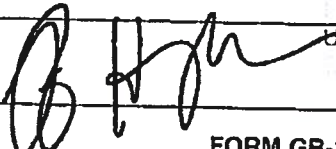

ACTION OF AWARDING AUTHORITY

DATE: 6/16/2022

APPROVED ☒

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION 

Single Source Contract Purchase Agreement POA-71885-22



Agreement	POA-71885-22
Agreement Date	17-JUN-2022
Revision	0
Agreement Amount	0.00 USD
Solicitation Number	SS-12718-22

Sold To **City of Jacksonville**
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier **Tax Management Associates INC**
5121 Parkway Plaza Boulevard
CHARLOTTE, NORTH CAROLINA 28217

Notes In accordance with SS-12718-22 Comprehensive Tangible Business Personal Property
 Tax Audits for the Duval County Property Appraiser's Office (revenue-generating).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
34786	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
TBD	30-Sep-2024	David Klages dklages@coj.net		

This Order is subject to the General conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Gregory Pease, Chief Procurement Division

**Agreement for Use of Property Tax Collections to Fund
Business Personal Property Tax Audit Services**

THIS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2022, by and between the DUVAL COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), DUVAL COUNTY TAX COLLECTOR ("TAX COLLECTOR"), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Duval county, hereinafter referred to collectively as the "TAXING AUTHORITIES."

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax audits and for back taxes related to business property tax listings; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. ("TMA") for audit services to conduct business personal property tax audits for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the "TMA Audit Agreement"); and

WHEREAS, TMA shall provide said audit services in exchange for the fee established in the TMA Audit Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA audit (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax audits resulting from the tax audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITIES, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. **Authorization of Reduced Collections for Fee Payment:**

The undersigned TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax audits pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITIES according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. **Term & Termination:** This Agreement shall become effective from the date entered above and shall remain in effect for an initial Twenty-Four (24) Months with two (2) one-year renewal options available. This Agreement may be terminated by either party without cause following the initial term upon thirty (30) days written notice.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that TMA audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund audit services.

Upon termination of this Agreement, Fees for all audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and

payment of all taxes related to TMA audits, or the expiration of such taxes as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

7. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

9. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

JERRY HOLLAND

DATE:

PROPERTY APPRAISER
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
904-255-5900

APPROVED AS TO LEGAL FORM

For the Property Appraiser:

Signature: _____

TAX COLLECTOR:

DATE:

JIM OVERTON
TAX COLLECTOR
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
940-255-5700

APPROVED AS TO LEGAL FORM

For the Tax Collector:

Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY

NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

PRIMARY CONTACT: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	02/03/2023
SUBJECT:	Resolution No. 2139-2023 Honorary Street Name Designation Application - Michael A. Bondanza

BACKGROUND

The Parks and Recreation Department recently received an application for approval through the Honorary Street Name Designation Program. The nominee is Michael A. Bondanza, who resided at 818 Barbara Lane.

Mr. Bondanza served in the United States Army during World War II and was part of the Normandy invasion. He received the Purple Heart during his wartime service. Locally, Mr. Bondanza was well known for his art, was President of the Beaches Fine Arts Guild, and had exhibits at the Beaches Museum.

The application was submitted by his daughter Roseann (Bondanza) Tyler and, if approved, has requested an Honorary Street sign to be placed on the corner of Barbara Lane and 10th Street North.

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

FINANCIAL IMPACT

None. The applicant has paid the \$400 application fee, which may be refunded if the application is unsuccessful.

REQUESTED ACTION

Adopt/Deny Resolution 2139-2023 approving the honorary street name designation application for Honoree Michael A. Bondanza

ATTACHMENTS

1. Honorary Street Application - Bondanza
2. Resolution No. 2139-2023

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Roseann Bordonaga Tyler
Date of application submission: 1-25-23
Phone Number: 904.249.0738
Cell Number: 904.483.1153
Email address: anneTyler2002@yahoo.com

Name of Honoree: Michael A. Bordonaga
Jacksonville Beach Residence of Honoree: 818 Barbara Lane
Jacksonville Beach, FL 32250

Is this for a Fallen Wartime Military Veteran? Yes ☐ No ☒

Contributions to the City of Jacksonville Beach of historical relevance:

World War II Purple Heart, Army Medic
Resident of Jax Beach from 1957-2016, well-known
for his art also! Beaches Museum Exhibit 2010.
President Beaches Fine Arts Guild 1960's
Christmas Nativity and holiday artwork on many window
businesses in Jax Beach!
Location of requested designation: Barbara Lane + 10th St. N, Jax Beach

Parks and Recreation signature of approval: _____

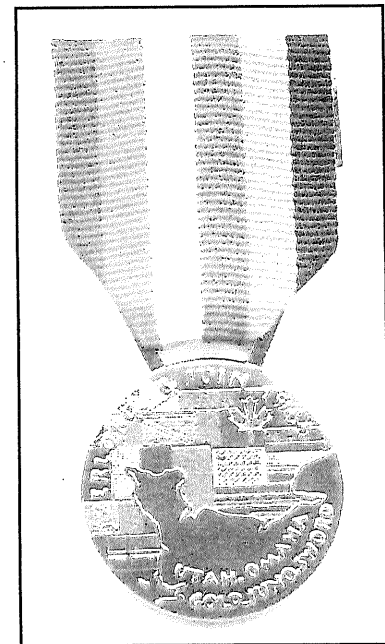
Date: _____

Public Works signature of approval: _____

Date: _____

4th Congressional District of Florida

Normandy Commemoration Ceremony



The **PMA Group**, founded by Paul Magliocchetti, is pleased to have the opportunity to assist Congressman Ander Crenshaw in hosting the awards ceremony honoring the northeast Florida Veterans of the Normandy invasion on November 10 at Naval Station Mayport. The specially minted Normandy medal is being awarded to honor those veterans who risked their lives for freedom in one of the most important battles undertaken by the Allied Forces. The Normandy invasion had an impact that proved to be important and long lasting. The invasion changed world history and impacted American culture. The Normandy invasion turned the course of World War II and world history. The PMA Group itself is comprised of many veterans and supports several defense-industry clients on a daily basis. It is, therefore, very meaningful and truly an honor to be able to host and recognize this special elite group of the Fourth Congressional District's "greatest generation" for their bravery and unselfish dedication in the service of our great country.

Saturday, November 10, 2001

Naval Station Mayport

4th Congressional District Normandy Invasion Veterans

Joseph Accardi	Frank Griffen	William Pou
Edgar Aid	Herbert Griffin	Ralph Powers
Harold Aiken	Gilbert Grout	Richard Rayl
Frank Alexander	Jack Guest	Henry Richardson
Henry Baughn	Jack Hall	Robert Richardson
Joseph Beckers	Karlob Hanson	Teaford Roebuck
Ellsworth Beer	Charles Hardman	Chapman Root
Richard Behan	Leslie Hart	Harold Routzong
John Bier	Darrell Hilliker	Gilmer Sadler
Edward Binns	Lloyd Hoffman	Angus Schmelz
Louie Blocker	Raymond Hoffman	Donald Schneider
Michael Bondanza	Forrest Howell	Lawrence Sellers
George Borchering	Henry Hull	Eli Sepowitz
Ian Bourdo	Robert Jennings	Robert Sheffield
Forrest Brewer	Chester Johns	Joseph Shelley
Harry Buffone	John Johnson	Svend Simonsen
Santo Cascia	LeGrand Johnson	Raymond Simpson
Paul Caudill	Martin Johnson	Donald Smith
Nicholas Celona	John Kelly	John Smith
Ashley Clemmons	Ray Kotchkowski	Wilbert Snively
Robert Clifton	Charles Lane	Frank Snyder
James Cooper	Warden Lee	Phil Spivack
Milton Cunningham	Esse Lewis	Ellwood Stake
Willie Douglass	L.V. Lewis	Earl Steinmetz
Raymond Ellis	Wilmer Mann	William Stewart
John Field	Harold McFee	John Stokes
James Gaff	John Milko	James Trott
Chester Galbraith	William Miller	Thomas Ursry
Edward Gandy	Hubert Mott	Theodore Voll
Eugene Gaskins	John Nichols	Charles Webster
Patrick Gavin	Morton Parks	Thomas Wilson
Howard Gottwals	Annest Partozes	Harold Wright
Edward Grant	John Posluszny	Linville Young

4th Congressional District of Florida's Normandy Commemoration Ceremony Ocean Breeze Conference Center Naval Station Mayport, Florida Saturday, November 10, 2001

Program

Invocation	Captain Gerald Seely Naval Station Mayport Chaplain
Post the Colors	Naval Station Mayport Color Guard
National Anthem	Navy Band Southeast
Greetings	Captain Matthew E. Schellhorn, USN Commanding Officer, Naval Station Mayport
Remarks and Introductions	Rear Admiral Jan C. Gaudio, USN Commander, Navy Region Southeast
Remarks and Presentations	U.S. Congressman Ander Crenshaw
Salute from the Honored Veterans	Lt. Colonel Gilbert J. Grout, USA Retired
19-Gun Salute	Saluting Battery, Naval Station Mayport
Retire the Colors	Naval Station Mayport Color Guard
Musical Selections	Navy Band Southeast
Refreshments	
The PMA Group, represented by founder Paul Magliocchetti, sponsored today's ceremony.	



GREETINGS

From Our Home
TO YOURS

From
Mike Bondanza.

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2139-2023

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING AN APPLICATION AND HONORARY STREET NAME DESIGNATION SIGN LOCATION FOR AN HONOREE UNDER THE HONORARY STREET NAME DESIGNATION POLICY; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on May 3, 2021, the City Council adopted the amended Honorary Street Name Designation Policy; and

WHEREAS, pursuant to the Policy, honorary street name designations shall reflect recognition of Honorees or Fallen Wartime Military Veterans and are given on a case-by-case basis, solely as determined by City Council by majority vote and resolution; and

WHEREAS, the Parks and Recreation Department has received one application nominating an Honoree for an honorary street name designation. The nominee once lived in Jacksonville Beach, was a World War II veteran, and an outstanding member of the Jacksonville Beach community; and

WHEREAS, the Parks and Recreation Department and Public Works Department have reviewed the application to ensure sufficient documentation exists to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible; and

WHEREAS, the City Council finds that approving the application received serves a legitimate public purpose.

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

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

SECTION 2. Approval of Application and Authorization for Sign Installation. The City Council hereby approves the following application for honorary street name designation and sign location and authorizes the Public Works Department to install the sign for the following Honoree:

- Michael A. Bondanza, Barbara Lane at 10th Street North, parallel with Barbara Lane

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



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sandra R. Robinson, City Attorney
DATE:	02/14/2023
SUBJECT:	Resolution No. 2141-2023 Legislative Policies Manual

BACKGROUND

During its April 18, 2022 regular meeting, the City Council deferred action on formal adoption of its Legislative Policies Manual (“LPM”) to provide the City Attorney time to review the LPM and to comment regarding whether the content of the LPM was in compliance with state law and best practices for legislative drafting. Council directed the City Attorney to re-present the LPM at Council’s April 25, 2022 briefing to provide the requested information and for further discussion and consideration by Council. It was the consensus of the Council for the City Attorney to clean up, reorganize, and bring a revised version of the LPM back to the Council by early to mid-summer for review and discussion.

Thereafter, a working draft of the revised version of the LPM went before the Council at its briefing on December 12, 2022. It was the consensus of the Council for the City Attorney to continue moving forward with the revisions to the policy and to present a final draft for the Council to review at a future briefing. The final draft of the LPM was presented to the Council at its briefing on February 13, 2023. It was the consensus of the Council for the City Attorney to make minor revisions and finalize the LPM to present to the Council at a future meeting for formal adoption.

The LPM attached to Resolution No. 2141-2023 is being presented to the Council for content approval. Additional formatting (which might include renumbering) may occur after content approval.

FINANCIAL IMPACT

REQUESTED ACTION

Adopt/Deny Resolution No. 2141-2023 adopting the Legislative Policies Manual

ATTACHMENTS

1. Resolution No. 2141-2023
2. Attachment A - Legislative Policies Manual

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2141-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING AND ADOPTING A LEGISLATIVE POLICIES MANUAL; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF CONFLICTING RESOLUTIONS AND CITY COUNCIL DECISIONS, ADMINISTRATION ASSIGNMENT AND AUTHORIZATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, at the City Council Briefing on March 4, 2019, the City Council agreed to the creation of a Legislative Policies Manual (LPM); and

WHEREAS, the LPM is intended to be a resource for members of the public to be informed as to what to expect while in attendance at a City Council meeting or at a public hearing; the LPM may also serve as a guide for new members of the City Council as to the manner in which the City Council is intended to operate within the City organization and as an elected body; and

WHEREAS, by adopting and utilizing the LPM as its primary source for informing its members and members of the public as to how it conducts business, the City Council renders the parliamentary procedure provisions of the City Code duplicitous and unnecessary; and

WHEREAS, significant government purpose and interest are served by efficient, orderly, and productive public meetings and hearings of the City Council and other public bodies.

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 a Legislative Policies Manual. The City Council hereby adopts the Legislative Policies Manual (LPM) attached hereto as Attachment A, and incorporated herein by reference as if fully set forth herein, and as the City Council may amend from time to time.

SECTION 3. Repeal of Prior Inconsistent Resolutions and City Council Decisions. All prior resolutions, City Council decisions, or parts thereof in conflict with this resolution are hereby repealed to the extent of the conflict. Pursuant to Section 2-39, City Code, all rules of procedure as provided in Chapter 2, Article II, Division 2 (City Council Rules of Order) of the Code of Ordinances that are in conflict with this resolution are temporarily suspended until May 31, 2023, or until the City Council formally considers and acts on a proposed amendment or repeal of such sections, whichever event shall first occur.

SECTION 4. Administration Assignment and Authorization. The City Council hereby authorizes the City Manager to bring the LPM to the City Council for review each year by no later than December 15, which, at that time, shall contain such amendments, if any, proposed by or through the City Attorney.

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 _____, A.D. 2023.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

SECTION A MEETINGS

All meetings of the City Council shall be open to the public unless expressly exempted by Florida's open meeting laws (hereinafter, "the Sunshine Law"). The City council shall not take any official action except in an open meeting.

A.1 Regular Meetings

The Regular meetings of the City Council shall be held on the first and third Monday of each month, with the exception of January and July. In January and July, there will be one regular council meeting held on the third Monday. In the event that the regular Council meeting falls on a holiday, that meeting shall be held on the following day that is not a holiday or weekend day unless directed otherwise by the Council.

The City Council may establish one or more additional regular meetings in any month. The addition of one or more regular meetings to its annual Meeting Schedule [\[hyperlink\]](#) may be accomplished by the adoption of a resolution by majority vote at any regular or special meeting. The City Clerk shall cause a copy of such resolution or notice of such vote to be posted on the City's website.

Meetings of the City Council shall be held in City Council Chambers in City Hall, Jacksonville Beach, Florida, unless otherwise changed to a place specified by notice as required by law.

The Mayor and City Manager may change the time of any regular meeting.

A.1.1 Meeting Cancellations

The City Council may eliminate any regular meeting shown on its annual schedule of meeting dates in the event the Council determines that such meeting is unnecessary, if such reduction in regular meetings does not conflict with city ordinances or state law. The elimination of one or more regular meeting may be accomplished by the adoption of a resolution or by majority vote taken at any regular or special meeting prior to the to-be-eliminated meeting. The City Clerk shall cause a copy of such resolution or notice of such action to be posted on the City's website.

Should an event occur that makes it apparent that the regular meeting should be eliminated, and there be no intervening regular or special meeting scheduled, the Mayor shall be authorized to eliminate a regular meeting. Should the Mayor cancel a meeting, the City Manager or designee shall contact each member of City Council and inform of the Mayor's decision to eliminate the regular meeting. Should any member of City Council raise an objection to the elimination of said meeting, such objection(s) shall be placed on the agenda of the regular meeting next following the meeting that was eliminated.

The Mayor, after consultation with the City Manager and City Attorney, may cancel a meeting in the event that holding the meeting would present a threat to public safety. The City Clerk shall promptly notify the media of such cancellation and shall post notice of the cancellation where public notices are regularly posted.

In the event of severe weather or hazardous conditions, the Mayor may postpone a regular meeting to a date on which the severe weather or hazardous condition has abated, if that date does not fall on a holiday or weekend day. A postponed meeting shall not be scheduled to occur on the same date or subsequent to the next regularly scheduled meeting date.

A.2 Special Meetings

The City Council may hold special meetings as it deems necessary and at such times and places as the City Council may find convenient.

Any council member may request a special meeting by calling the City Clerk and stating the reason for the request. The City Clerk shall then poll the other members of the Council, and if a majority agree to the request of the council member, the meeting will be called by the Clerk.

At least 48 hours' written notice of all special meetings shall be given to each member, but such notice shall be deemed waived by the member who verbally agrees to such meeting or attends it. Any such notice shall state the subject to be considered at the special meeting and no other subject shall be there considered.

A special meeting may be canceled at any time prior to its start time if the reason or purpose for it no longer requires City Council to take action prior to its next regular meeting. A special meeting may be canceled by the member who requested it, the Mayor, or City Manager.

A.3 Public Hearings

The Mayor shall conduct all public hearings.

Staff presentation. Public hearings may begin with a brief presentation from a staff member or representative from a board, authority, or commission. The presentation shall summarize the facts relevant to the issue. Members of City Council may ask questions during staff's presentation; however, discussion or debate about the merits of the proposal shall take place only after the public hearing has been closed.

Applicant presentation. The applicant (or the representative of the applicant) shall make his or her presentation after the presentation by staff. Members of City Council may ask questions during the applicant's presentation; however, discussion or debate about the merits of the proposal shall take place only after the public hearing has been closed.

Any and all representations made by the applicant or the applicant's representative during its presentation, whether written or verbal, shall be deemed a part of the application and may be relied upon in good faith by the City or the City Council in its decision.

Comments from the public. Each speaker must provide his or her name and address in order to speak. Each speaker shall be limited to three minutes. The Mayor, in his or her discretion, is authorized to reduce the time allotted for each speaker provided that all speakers are similarly treated.

After the public comments have been received, the applicant (or the applicant's representative) may respond (rebut) with further information.

Upon the conclusion of the applicant's rebuttal, the Mayor shall close the public hearing.

A.4 Quasi-Judicial Proceedings

Quasi-judicial proceedings are conducted when the decision of the City Council is intended to primarily affect the property of the applicant. (Decisions of wider impact on the City are typically deemed to be legislative.) In a quasi-judicial proceeding, the City Council shall not take into consideration the sentiment of the public regarding the applicant's proposal nor the substance of the discussion among its members. Quasi-judicial decisions shall be based on the competent and substantial evidence presented to the City Council. Competent and substantial evidence is constituted, in whole or in part, by the information provided in and as part of the applicant's application, testimony presented by the applicant during the quasi-judicial proceedings, the staff report, and other evidence presented to the City Council during the quasi-judicial proceeding.

The City Council shall have the authority to ask questions of any person present and testifying at the proceedings prior to the close of the public hearing and commencing deliberations. During the deliberation, should a question arise which is or may be material to its decision, and to which the majority of City Council desires to ask, Council must reopen the public hearing to pose the question to the applicant or City staff, as the case may be.

Prior to voting on a matter subject to a quasi-judicial proceeding, each member of the City Council shall be required to state whether she or he has had any ex-parte communications on the matter. Ex-parte communication shall be any communication from the applicant or interested party (i.e., individual/entity with financial or material interest) in the outcome of the decision).

An ex-parte communication disclosure must include the identity of the person or entity with whom the member has communicated as well as the substance of that communication. If such communication was verbal, the member shall be required to verbally disclose the required information on the record prior to voting. Should the communication have occurred entirely in writing, the member need only to provide the original or copy of the communication to the City Clerk to be made a part of the record. All ex-parte communications, whether verbal or in writing,

must be disclosed prior to the final vote on the matter to which it pertains. Nothing contained herein shall preclude a member from verbally disclosing written ex-parte communication.

Any disclosure made pursuant to these procedures shall be deemed, per se, non-prejudicial. However, should a member of Council determine that such is necessary to assure a fair proceeding free from potential bias or prejudice, that member may abstain from voting on said matter, as provided by state law notwithstanding the provisions of Section 286.012, Florida Statutes, as amended.

In all other respects, quasi-judicial proceedings shall conform to the format of the conduct of public hearings.

A.5 Briefings/Work Sessions

Briefings and work sessions are public meetings, conducted in an informal format, and serve as the preferred forum for City Council members to request, receive, and discuss information regarding a topic, issue, or project (whether existing, foreseeable, or of interest) prior to formal presentation to City Council for official action at a regular or special meeting. As a practice, the City Council does not formally take action on any matter presented or discussed at a briefing or work session; consequently, a motion is not needed to open discussion or debate a matter in either forum.

Council members shall be permitted to ask questions during any briefing or work session. Subject solely to the time allotted for the entire briefing or work session, a member shall not be limited to the number of times in which the member speaks, nor the duration thereof. No matter shall be subject to vote in a briefing or work session unless such matter was separately noticed as a special meeting agenda item.

The City Council may hold briefings or work sessions as it deems necessary. As may be appropriate during a briefing or work session, the City Council may communicate to staff, by consensus, the direction in which the City Council desires staff to proceed to address or implement a matter discussed in the briefing or work session.

Notwithstanding the foregoing, except for inquiry, the City Council and its members shall not give orders to any subordinate of the City Manager, whether publicly or privately.

A.6 Shade Meetings

The City Council may meet and discuss certain matters in a setting not open to the public, commonly referred to as a closed or shade meeting, if the purpose of the discussion falls within a statutory exemption to Florida's open meetings, as may be determined by the City Attorney.

The two purposes for which Council is statutorily authorized to meet in a closed or shade meeting are to: (1) participate in collective bargaining negotiation(s) or strategy session(s), as

the case may be; and (2) discuss and strategize with the City Attorney and City Manager with respect to the settlement of pending litigation.

No voting is allowed to be conducted in a closed or shade meeting; and no consensus from City Council shall be requested.

For all closed or shade meetings convened for the purpose of discussing the settlement of pending litigation, a court reporter shall be present in the closed or shade meeting to take down and transcribe all of the discussion occurring in the closed or shade meeting. No comments can be off the record. Once the underlying litigation subject to closed or shade meeting has concluded, the City Attorney shall cause the transcript from such closed or shade meeting to be made available to the public upon a public record request.

No persons statutorily authorized to attend a closed or shade meeting shall knowingly disclose the closed or shade meeting discussion. A violation of this provision may be subject to criminal prosecution and penalties.

A member of City Council who is suspected or alleged to have violated the confidentiality of a closed or shade meeting shall also be subject to investigation and penalties as provided by the Code of Ethics [\[hyperlink\]](#).

A.7 Conduct of Meetings, Generally

Except as otherwise provided by law, all meetings of the City Council shall be open to the public and conducted in accordance with state law and the rules of the City Council.

The rules of the City Council shall provide the public with a reasonable opportunity to be heard on any matter prior to or at such meeting during which the Council acts on the matter. Notwithstanding the foregoing, the public's opportunity to be heard shall at all times be subject to the rules or policies adopted by the City Council.

It is the policy of the City Council that its meetings be conducted with order and decorum, and that behavior exhibited that is not keeping with this policy, whether by a member of the City Council or the public, will not be permitted.

It shall be responsibility of the Mayor to maintain proper order at all times during any meeting of the City Council. The Mayor shall have the authority, without the consensus of the Council, to take any action or actions necessary to preserve order in a meeting, including effecting the removal of any person guilty of offensive conduct if the offending person fails or refuses to cease such offensive conduct.

The City Manager and other officers designated by the vote of the Council may be authorized to sit on the dais where the Council sits. The City Manager shall have the right to take part in the discussion of all matters coming before the Council, and the heads of all departments and other officers shall be entitled to take part in all discussions of the Council relating to their respective departments and offices.

A.8 Televising City Council Meetings

City Council meetings, briefings, and work sessions may be recorded solely by audio should video recording technology be unavailable.

Members of the media who wish to photograph or videotape during a City Council meeting must remain behind the first row of the audience if held in the Council Chambers; no additional lighting may be used in the Council Chambers. It will be the responsibility of the City Clerk to ensure that all media personnel are apprised of the designated press area.

Nothing herein shall be construed to prohibit a member of the public from recording any open meeting of the City Council, so long as the act of recording and the operation of such recording devices do not disrupt the conduct of the meeting.

SECTION B PRESIDING OFFICER AND MEETING DECORUM

B.1 Mayor

(a) The Mayor shall preside at all meetings of the Council, call the members to order at the hour appointed for each meeting, and upon the appearance of a quorum, proceed to business. The Mayor shall have general control of the Council Chambers, and in case of disturbance or disorderly conduct therein, may cause the same to be cleared. The Mayor shall preserve decorum and order, may speak to points of order in preference to other members, and shall decide all questions relating to the priority of business or of order, without debate, subject to appeal to the Council by any member as a matter of course, and on such appeal, it shall require a majority vote of the members present to sustain such appeal.

(b) The Mayor is empowered to declare a state of emergency or state of disaster for a period not exceeding 72 hours, as provided by the City Charter and in conformance with state law. No declaration enacted pursuant to the powers of the Mayor shall be in effect for a period greater than 72 hours unless extended by City Council. Should it be necessary to invoke any emergency declaration provisions, a notice, when possible, should be made to the local news media for immediate dissemination to the public.

(c) The Mayor may assign a council member to, or remove from, any standing or special committee established by the City Council, subject to approval by the City Council.

B.2 Mayor Pro-Tem (Vice Mayor)

(a) At its first meeting following a regular municipal election, the City Council shall choose from its membership a vice-chair who shall have the title of Mayor Pro-Tem. If a vacancy occurs in the office of Mayor, or in case of the Mayor's absence or disability, the Mayor Pro-Tem shall act as Mayor for the unexpired term, or during the continuance of the absence or disability of the Mayor. While acting as Mayor, the Mayor Pro-Tem shall exercise the duties and powers of the Mayor. At all times relevant to serving as the Mayor Pro-Tem,

the member holding said office may utilize the working title of “Vice Mayor”. The term “Vice Mayor”, may be used interchangeably with the term “Mayor Pro-Tem.” The “Vice Mayor” shall have at all times the same meaning, duties, and obligations as provided for the Mayor Pro-Tem by City Charter, City Code, and these legislative policies.

(b) Whenever the Mayor Pro-Tem succeeds to the office of Mayor for the remaining portion of an unexpired term, such succession shall create a vacancy in the council seat held by the former Mayor Pro-Tem. Vacancies on City Council shall be filled in accordance with the applicable provisions of the City Charter and Code of Ordinances, as the case may be.

(c) By no less than a two-thirds vote, the City Council may remove the Mayor Pro-Tem, for cause, which may be established by one or more of the following:

- (i) Neglect of duty;
- (ii) Conviction of a felony;
- (iii) Conviction of a misdemeanor crime of moral turpitude (e.g., larceny, fraud, embezzlement, receiving stolen goods, perjury), without regard to whether said conviction is subject to appeal or is being held in abeyance pending successful completion of probation or passage of time to be later set aside or dismissed;
- (iv) Conviction of a misdemeanor drug or drug-related offense without regard to whether said conviction is subject to appeal or is being held in abeyance pending successful completion of probation or passage of time to be later set aside or dismissed;
- (v) Mental or physical incapacitation; or
- (vi) Abuse or misuse of office.

(d) A removal action pursuant to this section shall be in accordance with the following procedure:

- (i) The removal must be expressly noticed for any meeting in which the Council will be asked to address it.
- (ii) Should at the meeting the Mayor Pro-Tem ask for a public hearing, the public hearing shall be conducted at the next regularly-scheduled meeting or at a special meeting called for this limited purpose. Should Council elect to call a special meeting, such special meeting should (but shall not be required to) be scheduled prior to the next regularly-scheduled meeting.

(e) Nothing contained herein shall require the Mayor Pro-Tem to request a public hearing, or that a public hearing be conducted prior to removal (unless such hearing had been expressly requested by the Mayor Pro-Tem). At all times relevant hereto, the City Council shall have the sole discretion as to the scheduling of the public hearing, including whether to postpone such public hearing.

(f) Should the Mayor Pro-Tem be removed by resolution, the Council shall immediately choose from its membership another member to serve as Mayor Pro-Tem for the unexpired term of the Mayor Pro-Tem just removed.

(g) Removal of the Mayor Pro-Tem pursuant to these provisions shall not constitute nor be construed as removal from the City Council.

B.3 Acting Chair

In the absence of both the Mayor and Mayor Pro-Tem, the members of Council shall elect, by majority vote, a member who shall preside over the meeting, and while acting as Chair, be vested with all of the powers and duties of the Mayor. The Acting Chair position is temporary and shall automatically terminate upon the appearance at the meeting of either the Mayor or Mayor Pro-Tem or upon adjournment of the meeting, whichever shall first occur.

B.4. Conduct of Business/Meeting Decorum

(a) Where not otherwise mandated by state law, City ordinance, or these legislative policies, the City Council shall conduct its meetings following Robert's Rules of Order.

Robert's Rules of Order shall also apply to any question of procedure not covered or mandated by state law, local law, or these legislative policies.

(b) No member shall speak at any meeting more than twice on the same motion, or for more than the allocated time as specified by the Mayor. The Mayor shall not permit a member to speak a second time on a motion until every other member has had the opportunity to speak at least one time on the motion. When two or more members wish to speak at the same time, the Mayor shall designate the order in which these members will speak. In no case shall a member speak more than five minutes at any one time.

(c) No member of the Council shall be interrupted by another without the consent of the member who has the floor, except by raising a question of order.

(d) The Mayor shall order the removal of any person whose behavior is so unruly or disruptive as to prevent the orderly conduct of the meeting. However, such removal shall not constitute a ban of the person from future public meetings of the City Council.

SECTION C

QUORUM AND LEGISLATIVE ACTIONS

C.1 Quorum

At any meeting of the City Council, a majority of the members shall constitute a quorum. The City Council shall not take any action nor transact any public business without a quorum, except to set the time and place for another meeting. If during a meeting the number of

members present falls below the minimum number for a quorum, the City Council shall discontinue taking official action and conducting substantive business.

The temporary absence of a member from the dais shall not constitute the loss of a quorum nor prevent the hearing of a presentation or the discussion of any matter submitted to the Council for action.

A council member may excuse him or herself during a meeting except to avoid voting.

C.2 Remote Participation in City Council Meetings

A member of City Council may attend, participate, and vote in a meeting of the City Council that is open to the public through communication media technology from a remote location as provided by the City Council's Remote Participation Policy [\[hyperlink\]](#), or otherwise allowed by state law.

No member shall be granted approval to attend, participate, and vote remotely more than four times within a calendar year, except upon showing of "good cause". Circumstance(s) constituting "good cause" shall be within the sole discretion of the City Council.

C.3 Legislative Actions

The City Council may act by and through one of the following methods, and as may be prescribed by City Charter and state law:

- Ordinances
- Resolutions
- Motion

If required by City Charter or state law, City Council shall take action by the adoption of an ordinance in accordance with the manner required by law. If action by ordinance is not required by law, the City Council may act by adoption of a resolution. If action is not required by either ordinance or resolution, City Council may take action on only an oral motion. Any such motion made and seconded, including procedural motions, shall be voted on and fully recorded in the minutes of the meeting.

SECTION D VOTING

D.1 Votes/Method of Voting

A vote shall be taken only upon a motion made and seconded. Unless otherwise required by law, all voting shall be conducted by roll call, except unanimous or general consent shall be permitted for the approval of the minutes, agenda, consent agenda, and adjournment. An

affirmative vote of a majority of the members elected shall be the minimum necessary to adopt any ordinance or resolution unless a state law requires otherwise.

Each member shall be required to cast a vote, unless voting shall create an actual or perceived conflict of interest for that member. In the event a member determines she or he has an actual or perceived conflict preventing the member from voting, the member shall also be disqualified from participating in any discussion or consideration of the matter by City Council. An actual or perceived conflict shall be disclosed in writing within 15 calendar days of the vote as required by Section 112.3143(4)(a), Florida Statutes, as amended, [Hyperlink] in a form as prescribed by the City Clerk.

Silence during a roll call vote shall be recorded as an affirmative vote, unless expressly prohibited by statute.

A vote shall not be cast by proxy.

D.2 Tie Votes

In the event of a tie vote, the motion under consideration shall be deemed defeated. Any motion that is defeated on a tie vote may be reconsidered upon motion by any member as no side having voted in favor or against the motion will have prevailed.

D.3 Reconsideration of Vote

Action on any ordinance, resolution, or motion may be reconsidered upon the motion of a member who voted with the prevailing side of the original vote. A motion for reconsideration may be made prior to the conclusion of the same meeting in which the original vote was taken, or during the next regular meeting immediately following the meeting in which the original vote was taken. A motion to reconsider must be seconded. If the motion to reconsider prevails, the original motion as stated in the first instance shall be subject to discussion and vote. No action shall be eligible for reconsideration more than one time.

Unless a motion for reconsideration is taken up at the same meeting as the original motion, as much notice required by law prior to the original action must also be given prior to action on a successful motion to reconsider. A motion to reconsider an ordinance made at any meeting subsequent to the meeting in which original vote was taken shall constitute instruction to the City Clerk to re-advertise the ordinance according to, and as may be required by, law.

SECTION E ORDER OF BUSINESS

Unless otherwise prescribed by law, the City Council may alter the order of business placed on the agenda for any of its meeting upon majority vote. A motion to approve (or amend) the agenda shall be made at the time provided in the order of business, but shall not be extended to the consent agenda. Motions to amend the agenda after the agenda has been adopted or approved shall also be by majority vote.

E.1 Order of Business, Generally

The general order for regular meetings of the City Council should be as follows:

- Opening Ceremonies: Invocation, Salute to flag
- Call to Order
- Roll Call
- Approval of Minutes
- Approval of the Agenda
- Announcements
- Courtesy of the Floor to Visitors
- Consent Agenda
- Mayor and City Council
- City Clerk
- City Manager/New Business
- Resolutions
- Ordinances
- Adjournment

E.2 Invocation

It has been a long-standing tradition of the City of Jacksonville Beach to begin its City Council meetings with a moment of reflection and reverence.

The purpose of the Invocation is to request spiritual guidance and inspiration to the City Council in conducting its meetings, and to City officials and employees in performing their duties therein. The Invocation should not be political, proselytize, or used to coerce or demonize others. Care should be taken to avoid blatant content or words that disparage the faith or belief of any particular group or individual or, alternatively, to promote the faith or belief of any particular group or individual.

The Invocation may be delivered by any member of Council or the Mayor.

E.3 Courtesy of the Floor to Visitors

Courtesy of the Floor to Visitors is the defined period within a regular meeting that the City Council provides members of the public the opportunity to speak or comment on a matter that is not scheduled for action or public hearing on that meeting's agenda.

Courtesy of the Floor to Visitors shall be limited to 30 minutes per meeting, unless otherwise extended by majority vote of the City Council. A person wishing to speak during Courtesy of the Floor to Visitors must fill out a Speaker's Card. Each speaker may speak up to three minutes; however, in the interest of time as circumstances present, the Mayor may reduce the amount of time each person has to speak provided all speakers are similarly treated. Nothing contained herein shall be construed to limit a person's opportunity to be heard prior to

the City Council taking action on an item as provided by Section 286.0114, Florida Statutes, as amended.

Courtesy of the Floor to Visitors shall not be utilized by any person to: (a) promote a private business or venture; (b) campaign for office; (c) engage in personal attacks; (d) slander or defame; or (e) engage in disorderly or obscene conduct (which shall include using profane, obscene, or vulgar language).

The Mayor shall be authorized to cause the removal of any speaker who violates any of the limitations imposed by Section E.3.

E.4 Consent Agenda

The purpose of a consent agenda is to provide for the expeditious handling of multiple items by a single vote. Items selected for adoption through the consent agenda are, generally, not controversial in nature and do not, by subject matter, warrant individual discussion or consideration. The City Manager is authorized to determine whether it is appropriate for an item to be selected for the consent agenda.

No discussion shall be permitted regarding a consent agenda item. Should a member desire to discuss, comment, or question an item on the consent agenda, that member shall request that item's removal from the consent agenda. A request for an item's removal from the consent agenda shall not require a second nor be submitted for a vote. The item removed from the consent agenda shall be placed, in the order of removal, as the last items listed under the City Manager's section of the agenda.

Prior to the approval of the regular meeting agenda, the Mayor may, but shall not be required to, ask whether a member desires separate consideration and vote on an item listed on the consent agenda.

SECTION F RULES OF PROCEDURE

The City Council hereby adopts Robert's Rules of Procedure to govern all questions related to parliamentary procedure not otherwise addressed by these rules or as may be required by state law.

(a) Unless otherwise provided by these rules, Council shall not debate or begin its discussion regarding the substance of an agenda item prior to a motion which has been duly seconded.

(b) The member proposing a motion shall be entitled to speak first to the motion but shall not speak against it, unless such member serves, by practice of the Council, as the mover for motions. The mover shall be entitled to vote against the motion she or he proposed.

(c) A motion should be stated in the affirmative, if possible. The failure of a motion stated or couched in the negative shall not be construed to authorize positive action.

(d) Any proposed motion, even if seconded, may be withdrawn or amended by the mover at any time before the motion is put before the Council for discussion or debate, without the consent of the member who provided the second. The seconder may, however, withdraw his or her second. Amendments proposed by a member other than the mover must be seconded and discussed or debated before it can be considered for vote.

(e) A substitute motion shall be allowed, and shall take precedence over any existing motion on the floor. If the substitute motion fails, the former motion(s) may be voted upon in the applicable order of precedence. If the substitute motion passes, the substitute motion becomes the main motion. In the event a substitute motion is defeated, a second substitute motion may be made; however, in no event shall more than two substitute motions be made with respect to any agenda item.

(f) Any member of Council may ask for a recess to take a short break within a meeting. A motion for recess requires a second, but shall not be debated nor subject to amendment. In lieu of a recess, the Mayor may at any time cause a meeting to “stand at ease” if he or she deems it advisable or necessary under conditions then existing.

(g) Members of the public shall be given the opportunity to be heard on a matter under consideration before the City Council takes action on the matter. The Mayor shall recognize all speakers, and all comments shall be directed to the Mayor. If he or she deems it appropriate, the Mayor will direct questions from the public to the City Manager, and the City Manager may answer if such an answer is short and concise; alternatively, the Mayor may direct the City Manager to provide the information at a later date or schedule a meeting with the citizen.

(h) Persons who wish to speak shall fill out a Speaker’s Card and submit it to the City Clerk before Courtesy to the Floor to Visitors or the item on which the person wishes to speak. Speakers from the audience during Courtesy of the Floor to Visitors, legislative matters, or public hearings shall be limited to no more than three minutes subject to the public comment and meeting decorum provisions set forth within these legislative policies. Unlike Courtesy of the Floor to Visitors, the total time designated for a public hearings will not be limited.

(i) In every case where a person is recognized by the Mayor to speak on an agenda item, during a public hearing or Courtesy of the Floor to Visitors, that person shall step up to the podium, state his or her name and address for the record, and, if applicable, identify any group or organization he/she represents.

(j) Speakers shall limit public comment on an agenda item to the specified subject matter. Any comments which are inappropriate or irrelevant will be ruled out of order by the Mayor. Speakers shall also limit public comment to topics relevant to the authority of the City and the City Council. For example, “save the manatees,” and U.S. government foreign relations are topics that are not matters within the authority of the City or the City Council.

(k) No person other than the person having the floor shall be permitted to speak without the Mayor's permission.

(l) No council member shall be interrupted while speaking unless it is to be called to order.

(m) Members of the public shall not be interrupted when speaking to an agenda item, during a public hearing or Courtesy of the Floor to Visitors, so long as their comments comply with these rules and regulations.

(n) Members of the public shall not approach the dais nor step in front of the podium. Members of the public wishing to distribute documents, pictures, or other materials to the City Council shall do so through the City Clerk.

(o) Any rule of parliamentary procedure may be suspended by majority vote of City Council.

(p) By resolution, the City Council may establish a fixed time for any of its meetings to adjourn, provided such action is taken prior to the meeting at which the fixed time is to take effect. Unless the City Council has established an adjourned time for its meeting, a meeting shall be adjourned upon a motion that has been seconded. A motion to adjourn shall not be subject to debate or amendment.

SECTION G BOARDS, COMMISSIONS, AND COMMITTEES

G.1 Boards and Commissions

The City Council shall appoint all advisory boards, commissions, and committees in accordance with the provisions of the City Charter, and or the ordinance or resolution which governs such board.

Unless otherwise specified by law, no person shall be appointed or reappointed to serve on an advisory board, commission, or committee of the City Council unless that person resides in the City and is a qualified elector of the City. Should an appointed member move or relocate his or her residence from the City at any time during his or her membership, such member will be deemed to have vacated his or her seat effective the date of said move or relocation.

No person shall be appointed or reappointed to serve on an advisory board, commission, or committee without having first completed an application for a City Council appointment, and filed the same with the City Clerk. The application shall be in a form prescribed by the City Clerk, as approved by the City Council.

In the event City Council determines that it will conduct interviews before making an appointment, the applicant for such [re]appointment must submit to an interview. Any applicant failing to comply with the requirements of this provision shall be disqualified from further consideration of the appointment.

All appointments shall be made in conformity with applicable laws or ordinances governing the board, agency, or commission. When a person is appointed to fill the departing member's unexpired term, the new appointee's term shall end on the date the departing member's term would have ended. Unless otherwise prescribed by law, each person appointed to a board, commission, or committee of the City serves at the pleasure of the City Council and may be removed prior to the expiration of the appointee's term of office.

Should an appointee to a board, commission, or committee of the City be subject to removal by the City Council for cause, said appointee shall be given the opportunity to be physically present and speak to City Council prior to the City Council taking action on the removal. A removal for cause shall not be considered nor acted upon by the City Council no sooner than 15 days from the date City Council is informed of the circumstance(s) that precipitates the removal.

A removal action pursuant to this section shall be in accordance with the following procedure:

- (a) The removal must be expressly noticed for any meeting in which the Council will be asked to address it.
- (b) The appointee subject to the removal may, but shall not be required to, appear at the noticed meeting. Should the appointee elect to appear at the meeting noticed for the consideration of his or her removal, the appointee shall be given the opportunity to speak and be heard on the removal prior to the time Council takes action.

As each appointee serves at the pleasure of the City Council and does not serve as a matter of right, these provisions shall not constitute or be construed as to require due process for the appointee or confer the rights of due process (whether procedural or substantive) on the appointee.

No person shall have a cause of action under law or equity on any action related to the City Council exercising its discretion or authority to act or decline to act, pursuant to this Section.

Any board, commission, or committee shall be authorized to adopt bylaws or procedures by which that body will conduct its business. The bylaws shall not be in conflict with any City ordinance or provision of state law. In the event a City board, commission, or committee fails or elects not to adopt bylaws or operating procedures, the procedures set forth in this Legislative Policy Manual shall govern that body's membership and meetings.

The City Attorney shall be authorized to conduct an audit of the bylaws and or operating procedures of each City agency, board, commission, and committee for compliance with City ordinances and state law.

G.2 Committees

The City Council may create committees as it deems necessary or desirable. In creating such a committee, the City Council shall determine the charge of the committee and establish the committee's schedule and mode for reporting its finding(s) and recommendation(s) to the City Council.

Unless created as a standing committee, all committees shall expire upon completion of the task assigned by City Council or one calendar year from its creation, unless extended by City Council or earlier terminated by operation of law.

The Mayor shall appoint members to a committee, upon approval of City Council.

The City Manager shall appoint any administrative staff to serve as support staff for any agency, board, commission, or committee appointed by the City Council.

SECTION H AWARDS AND OTHER HONORARY ACTIONS

Commensurate with its other official responsibilities, the City Council is occasionally called upon to perform other public duties on behalf of the City, such as present awards, make proclamations, and to give recognition to persons or events ("ceremonial items"). The City Council issues proclamations, certificates of recognition or condolences, which are approved and signed by the Mayor.

This policy is to ensure that items on the City Council agenda for ceremonial purposes are presented consistently and that ceremonial honorees are recognized appropriately.

The procedure to be followed for ceremonial items is as follows:

- (a) All items must be approved by the Mayor for inclusion on the agenda.
- (b) The staff member preparing the item shall provide the following information, in addition to preparing the detailed information for the proclamation: (1) name of staff presenter, (2) the names of the honoree(s) and any guest(s), and (3) number of seats to be reserved, if applicable. The City Clerk shall reserve seats for participants in the audience area behind the podium. If there is more than one ceremonial item on an agenda, seats will be reserved in the sequential order in which items appear on the agenda.

Ceremonial items to be presented by the City will be at the podium or given to the Mayor to present as appropriate.

An honoree may shake hands with the Mayor, City Council members, City Manager, and Deputy City Manager.

Except as provided herein, no communication or statement issued by an individual member of Council shall be deemed an official statement of or action by the City or the City Council. This section shall not be construed to prevent an individual member of Council from extending congratulations or condolences in his or her individual capacity, and such may be done on City letterhead provided such use also includes a disclosure that the communication is not from the City or the City Council, such as “from the desk of” or similar type reference.

H.1 Naming and Renaming City Facilities Policy and Procedures

The City Council may approve the naming or renaming of City buildings, facilities, and streets by majority vote. An application to name or rename a City building, facility, or street shall be submitted to the Property Management Office, a division of the Finance Department.

H.2 Honorary Street Name Policy and Procedures

The Honorary Street Name program shall be jointly managed by the Parks and Recreation and Public Works Departments. An application for an honorary street name shall be submitted through the Parks and Recreation Department.

Each application must be reviewed and must show that the requirements for such honor have been satisfied. Notwithstanding the foregoing, the City Council shall at all times reserve the right to not approve the naming or renaming of a City building, facility, or street.

SECTION I MISCELLANEOUS

I.1 Council

I.1.1 Compensation and Benefits

The salary of council members, together with the manner of payment, shall be established by resolution and shall be compatible with salaries as portrayed by the Florida League of Cities and comparable size and form of government.

No increase in City Council salary shall become effective prior to the commencement of the term of council members elected at the next regular City election. Notwithstanding the foregoing, the City Council shall provide that its members receive an allowance for expenses incurred in the performance of their duties.

I.1.2 Travel/Expense Reimbursement

It shall be the policy of the City Council to encourage its members to participate in state and national associations, as well as continuing education programs that benefit the City.

The City Council shall authorize the reimbursement of travel or travel-related expenses (e.g., meals, business telephone calls, cabs, or other customary and reasonable expenses) for the Mayor or any member of City Council's participation in such associations or programs upon that individual submitting receipts and completing a travel expense report as may be required by or obtained from the Assistant to the City Manager.

Registration, lodging, and travel. If a scheduled trip must be canceled, the individual must immediately notify the Assistant to the City Manager to cancel reservations and obtain refunds. If the arrangements cannot be canceled, the individual shall attempt to find a substitute member of the Council through the Assistant to the City Manager and City Manager. Should the Mayor or another member of City Council be unable to substitute for the individual cancelling a trip, the individual who canceled is personally responsible for any costs incurred by the City. The City Council may waive reimbursement of costs related to canceled travel upon written request and if the cancellation was due to personal illness, illness or death of a family member, unforeseen business necessity, or other valid, unavoidable conflict, the latter of which as may be determined in the sole discretion of the City Council.

Reimbursement for meals or registration costs associated with attending a local meeting of an organization to which the City belongs will only be made if the Mayor or council member(s) requesting the reimbursement has been designated the City's authorized representative on such organization.

The Mayor or council member who is the designated representative of the City to an organization, or who serves as a committee member or officer of an organization of which the City is a member, shall seek advance authorization for such expenses at the start of each fiscal year, for a period not to exceed one year.

The Assistant to the City Manager will make hotel and airline reservations and conference registrations on behalf of the Mayor and council members.

I.1.3 Vacating Seat

A Council seat may be vacated by a member's resignation (prior to expiration of term), death, removal, or recall. Should a vacancy occur in the Council or the Office of Mayor other than by the recall provisions of the City Charter, the City Council shall elect a person to fill the vacant seat until the next regular municipal election.

For this purpose, "the next regular municipal election" shall be determined by the date on which the vacancy takes effect in relation to the deadline for a candidate to qualify to be on the ballot for the next regular municipal election. Should the effective date of the vacancy occur after the deadline for qualifying has passed, "the next regular municipal election" shall be the one subsequent to the election actually next occurring on the calendar.

After a member's term of office (whether by the member vacating said office or expiration of his or her term), all equipment provided to the member by the City must be returned to the City Manager.

All public records in the possession of an outgoing member shall remain the City's property and, as such, must be returned to the City by delivery to the City Clerk.

I.1.4 Social Media

As the public is increasingly utilizing social media to petition or otherwise engage with their elected representatives, council members should take precautions to avoid utilizing a social media platform or other technology to facilitate discussion or exchange information with others that should occur in the public meeting.

The Sunshine Law can apply to both formal and casual communications between two or more members if the subject of discussion is or may be a matter upon which Council may take action in the future. Posting or exchanging comments may constitute transacting/discussing business outside of an open meeting. In such instances, the posted comment may constitute a public record subject to disclosure upon a public record request.

The Sunshine Law may also apply to a council member's use of a social media platform if the member has been using the platform to: (1) aid or further the member in his or her duties, (2) communicate with his or her constituents and or to facilitate the member's interactions with his or her constituents, (3) share information related to official government business, and (4) the member's utilization of the platform is executed by and through a City-issued device.

Council members should avoid utilizing City-issued devices to engage in personal use of any social media platform, and should distinguish the words they speak or write or actions they take as occurring in their personal rather than in an official capacity, when discussing or exchanging information with others while on social media.

I.1.5 Gifts /Disclosure of Financial Interests

A member of City Council may accept gifts and shall disclose or report such gift(s) as required to do so by the Florida Code of Ethics for Public Officers and Employees [\[hyperlink\]](#). The term "gift", as used herein and defined by the Florida Code of Ethics for Public Officers and Employees, shall not be construed to include a campaign contribution, which may be subject to separate reporting requirements.

I.1.6 Prohibited Activities – Link to Code of Ethics

It shall remain the duty of the Mayor and each member of City Council to know the laws that govern and regulate the conduct and decisions of Florida public officials, such as Florida Code of Ethics for Public Officers and Employees [\[hyperlink\]](#). While these legislative policies may generally touch upon certain aspects of such regulation or some underlying conduct, these policies are not intended to substitute actual law or regulation.

I.2 City Manager

I.2.1 Administrative Services and Personnel

The City Manager is appointed by the City Council, is the chief administrative officer for the City [\[hyperlink to Org Chart\]](#), and is charged with the execution of the executive and administrative functions of the City Council. The City Manager must attend all Council meetings and Briefings. In the City Manager's absence, his or her designee must attend all such meetings and briefings.

The City Manager shall keep the City Council advised of the financial needs of the City, and provide such regular and periodic written reports as necessary to comply with this duty. The City Manager may satisfy this duty, in part, by presenting to the City Council oral or written reports from the City's Chief Financial Officer.

City Council members shall deal with administrative services solely through the City Manager. Any request by an individual City Council member for information, or for the Administration's assistance to respond to a complaint or concern from the public, shall be made to the City Manager, directly or through the Assistant to the City Manager. Any written response provided by the City Manager which may be of general interest to the City Council (as may be determined in the discretion of the City Manager) or, alternatively, may substantively impact the City interests shall be distributed to all City Council Members via email.

In addition to the foregoing, the City Manager must communicate to the entire City Council regarding any item or subject matter which:

- (a) May require consideration by the City Council,
- (b) Could raise the possibility of altering the organizational structure of the City Staff,
- (c) Might adversely affect public health and well-being, or
- (d) Would have the effect of being contrary to previously expressed Council direction, or
- (e) Could involve issues that have the potential for imminent negative media exposure for the City.

Subject to the provisions of the Charter, neither the Council nor any of its committees or members shall direct or request the City Manager or any of his subordinates for the appointment or removal of any person, or take part in any manner, in the appointment or removal of officers and employees in the administrative service of the City except as is expressly provided by the City Charter or City Code. Except for inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council nor any members thereof shall give orders to any subordinate of the City Manager either publicly or privately. A violation of the provisions of the City Charter and City Code prohibiting Council's interference with any subordinate of the City Manager shall constitute malfeasance and subject the offending member to recall.

I.2.2 Emergency Powers

After an emergency or disaster has been declared, and during all such time as necessary prior to the revocation or expiration of said declaration, the City Manager may jointly exercise power with the Mayor to invoke any or all of the following provisions, and as additionally provided by ordinance or state law:

- (a) Activation of the Emergency Operations Center.
- (b) Significant incidents responded to by the Police or Fire-Rescue departments.
- (c) Civil unrest or disturbance resulting in Police response.
- (d) Death or serious injury to a City employee, or City official, or citizen on City property.
- (e) Significant damage to any City building or property due to accident, natural disaster, hazmat incident, or fire.
- (f) Evacuation of City residents due to fire, hazmat incident, or natural disaster.
- (g) Other Items determined by the City Manager to be of an emergency or time-sensitive nature.

Nothing herein is intended to limit or take the place of the City Manager's separate (individual) power to activate the Emergency Operation Center or to exercise any other emergency power vested in a chief executive or administrative officer of a municipality by state law.

Should it be necessary for the City Manager to invoke any emergency or disaster power, the City Manager shall notify the entire Council of his or her exercise of said power and the circumstance(s) precipitating the need for such action. The City Manager shall provide this notification by email, telephone, or both, depending on the nature of the situation and the urgency of time created thereby. A notice, when possible, should be made to the local news media for immediate dissemination to the public.

I.2.3 Power to investigate

The City Manager is authorized to conduct investigations as to municipal affairs and, to that end, may inquire into the conduct of any department, office, or appointed officer of the City. In conformance with the City Charter and City Code, the City Manager shall be authorized to compel the production of witnesses and documents by subpoena in any investigation commenced by the City Manager or by a committee authorized by the City Council. The City Manager shall report to the City Council all violations, and any finding of misfeasance, malfeasance, or nonfeasance resulting from an investigation or from evidence coming to the City Manager's knowledge as a result of an investigation. The City Manager shall make such report to the Council no later than 30 days from the date of such findings or the conclusion of the investigation, whichever shall first occur.

I.2.4 Duties related to City Council Meetings

The City Manager shall cause a meeting agenda or agenda items to be published at least two calendar days prior to a meeting of the City Council, unless unforeseeable circumstances prevent compliance. In the event of an unforeseeable circumstance, the City Manager shall cause the publication of an agenda as far in advance of a City Council meeting as is reasonably practicable.

The City Manager shall be entitled to sit on the dais where the members of Council sit. The City Manager shall also have the right to speak and take part in the discussion of all matters coming before the City Council, during any meeting of Council. Notwithstanding the foregoing, the City Manager is not authorized to vote on any matter coming before the City Council.

I.2.5 City Council's Role in City Manager's Performance/Evaluation

The City Manager is supervised by the City Council. The City Manager may also be removed or terminated by the City Council.

The City Council shall evaluate the City Manager's performance on an annual basis or in accordance with his or her employment agreement, and fix his or her compensation accordingly.

I.3 City Clerk

The City Clerk is the clerk of the City Council but is appointed and removed by the City Manager, upon concurrence of City Council. The City Clerk must attend all meetings and proceedings of the City Council. In the absence of the City Clerk, his or her designee must attend such meetings and proceedings, and perform all other duties and functions required of the City Clerk.

The City Clerk shall record the meetings and proceedings of the City Council, keep and publish the minutes from such meetings and proceedings, cause the timely publication of City Council meeting agendas, and all legal notices, and advertisements required of the City or requested by City Council. The City Clerk shall also keep the official files of all the City's legal documents, contracts, deeds, etc., direct and supervise the timely update of the Municipal Code, coordinate all municipal elections, and perform all other the functions and duties as may now or hereafter be assigned by the City Manager, prescribed by law or resolution.

The City Clerk shall have power and authority to administer an oath to, and take affidavit of any person required by the Charter or City ordinances to make an oath in connection with dealings and transactions with the City, including witnesses in inquisitorial proceedings.

I.4 City Attorney

The City Attorney is appointed by the City Council, and serves as the legal advisor and counselor to the City Council, the City, and all of its administrative officers in matters related to or arising from their official duties. The City Attorney must attend all regular and special meetings of the City Council, as well as City Council briefings and work sessions. The City Attorney shall attend other meetings, work sessions as may be required by the City Council. The City Attorney may attend meetings not required by the City Council as the City Attorney deems necessary or feasible, as may be determined in the sole discretion of the City Attorney.

The City Attorney shall serve as the legal and legislative support staff for the City Council, and the City's agencies, boards, and commissions. The City Attorney shall provide legal services and opinions as may be required or reasonably requested by such bodies or the official(s) serving on them. The City Attorney shall also prepare and approve all contracts and other instruments in which the municipality is a party, and shall endorse on each his or her approval of the form and legal sufficiency.

When requested or required to do so by the City Council, the City Attorney shall prosecute and defend all complaints, suits, controversies, and proceedings in which the City is a party.

The City Attorney shall at all times be authorized to correct any scrivener's error, as may be determined in the City Attorney's discretion.

City Council members shall deal with the legal services through the City Attorney. Any written response from the City Attorney to a request by an individual City Council member for a legal opinion, or for information related to any matter having an impact on the City Council or the City organization (as may be determined in the discretion of the City Attorney) shall be distributed to all other City Council members via email.

The City Attorney is supervised by the City Council. The City Attorney may also be removed or terminated by the City Council.

The City Council shall evaluate the City Attorney's performance on an annual basis, in accordance with his or her employment agreement, and fix his or her compensation accordingly.

I.5 AMENDMENTS OF RULES

Proposed amendments to these rules shall be made to the City Council through the City Attorney. No amendment shall be effective unless adopted by majority vote of the City Council.

The City Attorney shall be authorized to propose amendments to the City Council, based upon best practices and/or should an intervening event that inform the City Attorney that there is a need for such proposal. Unless presented on an earlier occasion within the year, the City Attorney shall make such proposed amendments to the City Council in writing, by no later than

CONTENT APPROVAL AS: Legislative Policy Manual

Text added since February 13, 2023 Briefing: red underline

November 1 each year. The City Council shall either approve or adopt such proposed amendments by no later than December 25.

At its first meeting in January of each year, the City Council shall approve these procedures, as amended, for the upcoming calendar year.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Thomas Bingham, Services Division Commander
DATE:	02/16/2023
SUBJECT:	Ordinance No. 2023-8194 Amending City Code of Ordinances Sec. 31-61 "Paid Parking Program"

BACKGROUND

At the December 19, 2022, regular City Council meeting, the Council awarded RFP 09-2122 to SP Plus Municipal Services to provide parking facility management services for the paid parking areas identified as the Pier Parking Lot, 3rd Avenue North Parking Lot, CRA 2nd Street North Lot, 102 2nd Avenue North parking lot, on-street parking in the 6th Avenue North street-end, on-street parking in the 100 block of 6th Avenue North, and the Latham Plaza Parking Lot.

The current City Code of Ordinances Chapter 31 "Traffic And Motor Vehicles, Article III "Stopping, Standing and Parking", Division 3 "Parking Regulations", Section 31-61 "Paid Parking Program" was created in 2020 by Ordinance No. 2020-8138 to establish the paid parking program. Section 31-61 establishes specific locations for operation of the paid parking program, hourly or daily fees, violation and administration fees for any vehicle that has not paid the proper parking fee or that remains parked after exceeding the permissible time paid for, and the method by which residents may register their vehicles in the resident parking program to benefit from free parking, all of which may vary upon expansion of the paid parking program and the agreed upon terms of the governing contract for management of the program.

Staff recommend that Section 31-61 be amended with more simplified language to allow locations for operation of the paid parking program, hourly or daily fees, violation and administration fees for any vehicle that has not paid the proper parking fee or that remains parked after exceeding the permissible time paid for, and the method by which residents may register their vehicles in the resident parking program to benefit from free parking to be established by City Council rather than to be codified and subject to amendment via ordinance.

FINANCIAL IMPACT

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2023-8194 on the first reading amending City Code of Ordinances Sec. 31-61 "Paid Parking Program", and schedule a second reading for March 20, 2023

ATTACHMENTS

1. Ordinance No. 2023-8194
2. Sec. 31-61 CLEAN

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

ORDINANCE NO. 2023-8194

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 31 "TRAFFIC AND MOTOR VEHICLES," ARTICLE III "STOPPING, STANDING AND PARKING," DIVISION 3 "PARKING REGULATIONS," SECTION 31-61 "PAID PARKING PROGRAM;" PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the current City Code of Ordinances Chapter 31 "Traffic And Motor Vehicles," Article III "Stopping, Standing and Parking," Division 3 "Parking Regulations," Section 31-61 "Paid Parking Program," was created in 2020 by Ordinance No. 2020-8138 to establish the paid parking program; and

WHEREAS, Section 31-61 "Paid Parking Program" establishes specific locations for operation of the paid parking program, hourly or daily fees, violation and administration fees for any vehicle that has not paid the proper parking fee or that remains parked after exceeding the permissible time paid for, and the method by which residents may register their vehicles in the resident parking program to benefit from free parking; and

WHEREAS, the Police Department's Services Division Commander, the Chief Financial Officer, and the City Manager suggest that City Code of Ordinances Chapter 31, Article III, Division 3, Section 31-61, be amended with more simplified language to allow locations for operation of the paid parking program, hourly or daily fees, violation and administration fees for any vehicle that has not paid the proper parking fee or that remains parked after exceeding the permissible time paid for, and the method by which residents may register their vehicles in the resident parking program to benefit from free parking to be established by City Council rather than to be codified and subject to amendment via ordinance; and

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

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

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

SECTION 2. CHAPTER 31, ARTICLE III, DIVISION 3, SECTION 31-61 “PAID PARKING PROGRAM” OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS¹:

Sec. 31-61. Paid parking program.

The purpose of this section is to provide for uniformity of cost and enforcement of fees and rates charged to the general public to park their vehicle in City of Jacksonville Beach-owned parking spaces, stalls, lots, garages, or decks where such fees and rates are required to be paid.

- (a) ~~The City of Jacksonville Beach established a paid parking program at four (4) city parking lots located at the Pier Parking Lot, the Third Avenue North Parking Lot, the Second Street North Lot and the Latham Plaza Parking Lot. The city established a parking fee schedule and resident registration free parking program, as well as a citation and violation fees schedule, and collections and enforcement program. The city determined that it is reasonably necessary and appropriate to engage the services of an experienced vendor to provide paid parking program parking facility management services and to empower that vendor to collect parking fees, issue citations, collect violation fees, handle enforcement, administer, and manage the collections and dispute resolution processes for the city.~~**Definitions.** When used in this section, the following words, terms, and phrases shall have the meaning:

Parking Facility shall mean and include any parking space, parking stall, parking lot, parking garage, or parking decks, whether on-street or off-street, for the purpose of parking a vehicle on a temporary basis.

Paid Parking Program shall mean and apply to any parking facility owned by the City of Jacksonville Beach offered to the general public to use for a fee.

- (b) ~~Fees are to be paid for parking in any of the paid parking program parking lot facilities located at the Pier Parking Lot, the Third Avenue North Parking Lot, the Second Street North Parking Lot and the Latham Plaza Parking Lot.~~The City of Jacksonville Beach may designate the operation and/or management of the paid parking program, or any portion thereof, to a vendor. The operation and management of the paid parking program shall include the authority to install signs indicating to the public the fees and conditions to park in such paid parking facility, enforcement authority related to such fees and conditions (including the authority to issue citations of violation), and the authority to review and modify such citations of violation in the event of a dispute or request for a review, as may be provided.

- (1) ~~All vehicles parked in any of the designated paid parking program parking lots at any time shall pay the applicable hourly or daily fees at the designated kiosks as follows:~~

Less than 2 hours	\$3.00.
Over 2 hours	Additional \$1.00 per hour up to max parking rate.
Max Parking Rate	\$7.00 All day parking.

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

Holiday/Special Event Rate	\$12.00 All day parking.
----------------------------	--------------------------

(2) ~~All fees charged for the use of the parking facilities shall be collected via electronic payment at the parking facility kiosks. Evidence of the proper parking fee payment will be made through a confirmation check using the vehicle license plate. The city's vendor has exclusive authority to administer, manage and collect all parking fees, fines, and charges.~~

(c) ~~Parking violations fees and charges. The fees and rates to be charged for a parking facility in the paid parking program shall be established by resolution approved by the City Council. The City Manager shall be authorized to temporarily waive or modify such fees and rates based on one or more of the following occurrences, and if such action is deemed to be in the best interest of the city. The occurrences upon which the City Manager may temporarily waive or modify the fees and rates approved by City Council are:~~

(1) ~~The city's vendor has authority to issue parking citations and charge violation and administration fees to any vehicle that has not paid the proper parking fee or that remains parked after exceeding the permissible time paid for. The following violation and administrative fees are to be charged in the event of a parking violation:~~

Regular Parking Fee	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$12.00
City Parking Violation Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Vendor Administrative Fee	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
TOTAL VIOLATION FEE	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00	\$47.00

In observance or recognition of a city or federally-observed holiday;

(2) ~~A registered owner or operator of a vehicle who believes a parking citation has been issued in error or in an improper manner may request an administrative dispute review of the conditions for issuance of the citation in accordance with and as set forth on the vendor's parking violation citation. The city's vendor has exclusive authority to engage and enforce fees collections efforts and to review and resolve all disputes concerning parking violation collections and disputes as relates to the paid parking program. The occurrence of a special event (including nature, duration of such event and consideration thereof on the impact on the proximate flow of pedestrian and vehicular traffic); or~~

(3) ~~Residents of the City of Jacksonville Beach may park at no charge in the city's paid parking lots by registering their vehicles in the resident parking program. Residents' vehicles must be registered through Florida Department of Highway Safety and Motor Vehicles to an address within the Jacksonville Beach municipal boundaries. In order to qualify for this free parking benefit, residents must submit a request either in person or on-line. In-person requests are received at the Jacksonville Beach Police Department, 101 Penman Rd. S. Jacksonville Beach, FL 32250 or at Utility Billing in City Hall, 11 North Third Street, Jacksonville Beach, FL 32250. Online requests are available to be made at www.jacksonvillebeach.org by searching, "Resident Parking Program."~~Severe weather or emergency event.

(d) All fees charged and paid as part of the paid parking program shall be collected via electronic payment at the parking facility kiosks. Evidence of the proper parking fee payment will be made through a confirmation check using the vehicle license plate. The city's vendor has exclusive authority to administer, manage, and collect all parking fees, fines, and charges.

(e) Parking violation fees and charges.

- (1) The city's vendor shall have the authority to enforce the fees and conditions established for the paid parking program, and to issue and enforce citations of violation associated with such fees and conditions. The city's vendor may charge administrative fees in connection with its costs and efforts to collect any unpaid fees and conditions.
- (2) The registered owner of a vehicle shall be liable for the payment of any violations and administrative fees incurred, unless the registered owner provides evidence that at the time of the violation one or more of the following events occurred:
 - a. the vehicle was stolen or taken without permission;
 - b. the vehicle was in the custody, care, and control of another person; or
 - c. the parking citation was issued in error or in an improper manner.
- (3) The registered owner may request an administrative dispute review of a parking violation citation. The city's vendor shall have exclusive authority to review and resolve all disputes concerning parking violations issued pursuant to the paid parking program, and to collect any unpaid fees associated thereto.
- (4) A resident of the City of Jacksonville Beach registered and enrolled in the Resident Parking Program may park in any parking facility in the paid parking program at no charge. Registration and enrollment requirements shall be published and maintained on the city's website.

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

SECTION 4. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances, and it shall replace the current Chapter 31, Article III, Division 3, Section 31-61 in the City Code.

SECTION 5. 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

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

Sandra R. Robinson, City Attorney

Sec. 31-61. Paid parking program.

The purpose of this section is to provide for uniformity of cost and enforcement of fees and rates charged to the general public to park their vehicle in City of Jacksonville Beach-owned parking spaces, stalls, lots, garages, or decks where such fees and rates are required to be paid.

- (a) **Definitions.** When used in this section, the following words, terms, and phrases shall have the meaning:

Parking Facility shall mean and include any parking space, parking stall, parking lot, parking garage, or parking decks, whether on-street or off-street, for the purpose of parking a vehicle on a temporary basis.

Paid Parking Program shall mean and apply to any parking facility owned by the City of Jacksonville Beach offered to the general public to use for a fee.

- (b) The City of Jacksonville Beach may designate the operation and/or management of the paid parking program, or any portion thereof, to a vendor. The operation and management of the paid parking program shall include the authority to install signs indicating to the public the fees and conditions to park in such paid parking facility, enforcement authority related to such fees and conditions (including the authority to issue citations of violation), and the authority to review and modify such citations of violation in the event of a dispute or request for a review, as may be provided.
- (c) The fees and rates to be charged for a parking facility in the paid parking program shall be established by resolution approved by the City Council. The City Manager shall be authorized to temporarily waive or modify such fees and rates based on one or more of the following occurrences, and if such action is deemed to be in the best interest of the city. The occurrences upon which the City Manager may temporarily waive or modify the fees and rates approved by City Council are:
- (1) In observance or recognition of a city or federally-observed holiday;
 - (2) The occurrence of a special event (including nature, duration of such event and consideration thereof on the impact on the proximate flow of pedestrian and vehicular traffic); or
 - (3) Severe weather or emergency event.
- (d) All fees charged and paid as part of the paid parking program shall be collected via electronic payment at the parking facility kiosks. Evidence of the proper parking fee payment will be made through a confirmation check using the vehicle license plate. The city's vendor has exclusive authority to administer, manage, and collect all parking fees, fines, and charges.
- (e) Parking violation fees and charges.
- (1) The city's vendor shall have the authority to enforce the fees and conditions established for the paid parking program, and to issue and enforce citations of violation

- associated with such fees and conditions. The city's vendor may charge administrative fees in connection with its costs and efforts to collect any unpaid fees and conditions.
- (2) The registered owner of a vehicle shall be liable for the payment of any violations and administrative fees incurred, unless the registered owner provides evidence that at the time of the violation one or more of the following events occurred:
 - a. the vehicle was stolen or taken without permission;
 - b. the vehicle was in the custody, care, and control of another person; or
 - c. the parking citation was issued in error or in an improper manner.
 - (3) The registered owner may request an administrative dispute review of a parking violation citation. The city's vendor shall have exclusive authority to review and resolve all disputes concerning parking violations issued pursuant to the paid parking program, and to collect any unpaid fees associated thereto.
 - (4) A resident of the City of Jacksonville Beach registered and enrolled in the Resident Parking Program may park in any parking facility in the paid parking program at no charge. Registration and enrollment requirements shall be published and maintained on the city's website.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	02/14/2023
SUBJECT:	Ordinance No. 2023-8195 Charter Amendment to Increase the Building Height Limitation on the Latham Plaza Parking Lot Redevelopment Project

BACKGROUND

The Jacksonville Beach City Council completed a review of the City's Charter during 2021. During the review of Section 52, the City Council discussed potential changes to the current building height limitation of 35 feet in order to encourage redevelopment in the downtown core (Central Business District). The City Council hosted two public workshops to discuss potential changes to Section 52 in January and July of 2022. The workshops were well attended by the public, board members, and the City Council.

Following the workshops, staff prepared a proposed amendment to Section 52 of the Charter that would provide for a height bonus incentive of an additional 20 feet of building height in the Central Business District, if certain criteria are met. Conceptual criteria were presented at the workshops. Criteria would be further developed and incorporated into the Redevelopment Plan for the downtown CRA district. If this ordinance were to be approved by the City Council, the proposed charter amendment would be placed on the ballot for the general election to be held on May 16, 2023.

At the regular City Council meeting on February 6, 2023, Council voted to defer Ordinance No. 2023-8193 to the March 20, 2023 regular City Council meeting for consideration.

At the City Council briefing held on February 13, 2023, City Council discussed and came to a consensus to consider an alternative Charter amendment to increase the height on one specific City-owned property (*Latham Plaza Parking Lot*) located between 1st Street North, 2nd Street North, Latham Plaza, and the restaurant located at 111 Beach Boulevard, to a maximum height of 55 feet, for a future mixed-use redevelopment project. Ordinance 2023-8195 has been prepared as an alternative Charter amendment to Ordinance 2023-8193 that was deferred on February 6, 2023 to March 20, 2023.

FINANCIAL IMPACT

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2023-8195 on the first reading for a Charter amendment to increase the building height limitation on City Property, Latham Plaza Parking Lot, and schedule a second reading for March 20, 2023

ATTACHMENTS

1. Ordinance No. 2023-8195

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

ORDINANCE NO. 2023-8195

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF JACKSONVILLE BEACH A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF JACKSONVILLE BEACH; PROVIDING A BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE FOR APPROVED AMENDMENTS, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the members of the City of Jacksonville Beach ("City") City Council have, in public meetings, studied, and reviewed the City of Jacksonville Beach Charter (the "Charter") and received public input regarding the proposed amendment to the Charter; and

WHEREAS, the City desires to encourage the development and redevelopment of properties in the Central Business District; and

WHEREAS, the City Council has expressed interest in increasing the maximum building height from 35 feet to 55 feet on certain property located within the Central Business District for a redevelopment project; and

WHEREAS, public workshops to discuss amending the Charter in regard to height were held on January 12, 2022 and July 11, 2022; and

WHEREAS, the City Council has reviewed Section 52 of the Charter to consider changes which, if adopted by the electorate, would serve to amend the language of the Charter; and

WHEREAS, the City Council finds it to be in the best interest of its citizens to submit said proposed charter amendment to the voters at the general election on May 16, 2023.

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

SECTION 1. The City Council of the City of Jacksonville Beach, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Jacksonville Beach to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~strikethrough~~ type.

SECTION 2. Such election shall be held in conformity with the laws of the State of Florida and the Charter and ordinances of the City of Jacksonville Beach now in force relating to elections in the City of Jacksonville Beach. The Supervisor of Elections of Duval County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendment shall be submitted to the voters at the May 16, 2023 election.

SECTION 3. The proposed amendment, the ballot title, and the wording of the substance of the proposed amendment to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of the question affixed to this Ordinance as Exhibit 1.

SECTION 4. The City Clerk is hereby directed to ensure that all advertising, translation, and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 2 of this Ordinance with the Supervisor of Elections for Duval County.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 6. All ordinances and Charter provisions, or parts of ordinance and Charter provisions in conflict herewith are hereby repealed.

SECTION 7. This Ordinance shall take effect immediately and pursuant to the City's Charter. The revised Charter provision proposed for approval in this Ordinance shall become effective upon its approval at a referendum election of the electors of the City of Jacksonville Beach in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

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

EXHIBIT 1

Explanation, Ballot, Title, Question, Summary, and Text Reference

Question – Downtown Density Bonus Incentive

A. Explanation.

This Charter amendment would allow for an increase of up to an additional 20 feet, for a total building height of 55 feet, for a redevelopment project on City-owned property, located within the Central Business District, within the boundaries of 1st Street North, 2nd Street North, Latham Plaza, and 111 Beach Boulevard.

B. Ballot Proposal: The ballot title, summary, and question are as follows:

Title:

Increase building height up to an additional 20 feet for the Latham Plaza Parking Lot.

Summary:

The City may exempt a certain City-owned property from the 35 feet building height limit to redevelop the City-owned property bounded by 1st Street North, 2nd Street North, Latham Plaza, and 111 Beach Boulevard for a maximum building height of 55 feet for a mixed-use redevelopment project with parking structure.

Question:

Shall the Jacksonville Beach Charter be amended to allow the redevelopment of a City-owned property bounded by 1st Street North, 2nd Street North, Latham Plaza, and 111 Beach Boulevard, exempting the property from the 35 feet height limit, to allow a maximum building height of 55 feet for a mixed-use redevelopment with a parking structure?

_____ Yes

_____ No

C. Text References: Chapter 9, Section 52 (2)(b), (c), (d), (e); all of the City of Jacksonville Beach Charter to be amended as set forth in those sections in the “Proposed Amendment” document below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing.)

City of Jacksonville Beach Charter – Proposed Amendment

(Additions underlined; deletions ~~strikethrough~~)

Chapter IX. Enumeration of Particular Powers

Section 52. - Zoning authority.

- (1) The City of Jacksonville Beach may, in the interest of public health, safety, order, convenience, comfort, prosperity or general welfare, adopt by ordinance a plan or plans for the districting or zoning of the city for the purpose of regulating the location of trades, industries, apartment houses, dwelling or other uses of property as authorized and provided by general state law.
- (2)
 - (a) In order to further protect the public health, safety, general welfare, and aesthetics, no new building height shall exceed thirty-five (35) feet, nor shall any existing building be altered to cause it to exceed a building height of thirty-five (35) feet, except the City shall have the power to redevelop the City-owned property bounded by 1st Street North, 2nd Street North, Latham Plaza, and 111 Beach Boulevard to a building height maximum not to exceed 55 feet, for a mixed-use redevelopment project with parking structure.
 - (b) Building height means the vertical distance from the elevation of the crown of the road of the nearest adjacent roadway at the center of the front of the building to the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean height level between eaves and ridge for hip, gable and gambrel roofs.
 - (c) The height limits do not apply to spires, belfries, cupolas, flagpoles, antennas, water tanks, fire towers, cooling towers, ventilators, chimneys, radio and television towers, elevator hoistways, not intended for human occupancy.
 - (d) Buildings in existence or with approved construction permits or adopted Planned Unit Developments on or before the effective date of this amendment, may be completed, repaired, or rebuilt to a height not to exceed the previously existing height, within the same building footprint, subject to any other applicable state, federal or local laws. The height limits are not intended to restrict or otherwise adversely affect a property owner's vested rights under constitutional, statutory or common law. If it is determined by a court of competent jurisdiction that a landowner has vested rights, the landowner can elect to proceed with development under the Land Development Code in effect on the date of the adoption of this amendment.
 - (e) Those parts of any ordinances in conflict with this section are hereby repealed. This section becomes effective upon adoption.