

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

www.jacksonvillebeach.org

Council Briefing Notice

Monday, January 25, 2021

5:30 PM

Via

Video Conference

City Manager Mike Staffopoulos will conduct a **Council Briefing** to update the City Council about ongoing items in the City. The briefing will include, but not be limited to the following topics:

1. Mayor and City Council will discuss the City Manager's Annual Performance Evaluation
2. Community Visioning and Mission Statement Development
3. Micromobility
4. Animal Ordinance

Pursuant to the Governor's and the City's continued Declarations of a State of Emergency due to the COVID-19 pandemic, and current restrictions and limitations for social distancing and gatherings, the January 25, 2021, City of Jacksonville Beach, City Council Briefing will be conducted using video technology. The City is providing numerous options for public attendance at the briefing as listed on page 2 of this notice. The public is not invited to speak or present on any matter or topic at the briefing.

Council Members in attendance at the virtual briefing may include:

Mayor: Christine Hoffman

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

Please note: Council members in attendance at any briefing may vary, according to their schedules.



INSTRUCTIONS FOR VIEWING

The following CMT options are available to view and listen to the January 25, 2021, City Council Briefing:

1. View the meeting using the Zoom Platform:

Use this link to view the meeting starting at 5:30 P.M. on Monday, January 25, 2021: <https://us02web.zoom.us/j/83682044694>. When you click on the link, you will be prompted to download software for whatever platform or device you are using. To download the software in advance, visit this web site: <https://zoom.us/download>.

2. Listen to the meeting via phone:

You may listen to the live meeting audio from your phone by dialing 1-301-715-8592. When the meeting ID is requested, enter 836-8204-4694 and then press the # key. There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting.

3. Hearing or speech impaired access:

Contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

4. View and listen to a Livestream of the meeting online:

Access the meeting by visiting the City of Jacksonville Beach YouTube Channel: [YouTube Channel for the City of Jacksonville Beach](#).

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing 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 or by sending an email to CityClerk@jaxbchfl.net.



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

CITY COUNCIL BRIEFING ITEM	
TO:	Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	January 21, 2021
SUBJECT:	Community Visioning and Mission Statement Development
	Use of Florida Institute of Government (FIG), Florida State University

BACKGROUND

On November 23, 2020, Administration presented the results of Community Conversations and Vision Statement concepts to City Council. The objective is to define a community Vision statement, followed by development of a Strategic Plan. The Plan would contain long-term strategies, goals, and objectives to achieve the vision for the community. City Council has indicated the current Mission Statement should also be revisited as part of this exercise.

Administration has received a scope of work and fee for services from the Florida Institute of Government (FIG) at Florida State University. It is recommended we use their services due to their status as a non-profit, their affiliation with the State's university system, the experience of the facilitators (resume's attached), and the core mission of FIG:

"The mission of the John Scott Dailey Florida Institute of Government is to enhance the capacity of Florida governments to effectively serve their communities through education and training, technical assistance and applied research, and public service. The Institute adheres to a set of core values including Commitment, Integrity, Quality, Learning and Balance."

FINANCIAL IMPACT

The fee for services as presented by FIG is \$3,900. This is within Administration's purchasing authority, and sufficient funds are available in the Executive & Legislative budget.

COUNCIL DIRECTION REQUESTED

- Does City Council concur with using FIG for facilitation, and direct staff to schedule a Saturday retreat?

ATTACHMENTS

- FIG Proposal, January 13, 2021
- Resume' – Dena Hurst, Jeffrey Hendry



the John Scott Dailey

FLORIDA INSTITUTE OF GOVERNMENT

PROPOSAL

City of Jacksonville Beach

Visioning Session

January 13, 2021

The Florida Institute of Government submits this proposal to facilitate a visioning session for the City of Jacksonville Beach.

The purpose of the session is to help the council members of the City of Jacksonville Beach and Executive staff of the City arrive at a vision for the future of the City and to review and refine the City's mission statement. All participants for the Session will be determined in cooperation with the City Manager. City staff will be present to listen to the discussion and answer any questions council members may have.

The purpose of the visioning session is to create a shared vision and mission statement that City leadership can use as a guide for developing a Strategic Plan for the City and when prioritizing and funding City projects.

Logistics

The session will be held on a Saturday and will last 4-8 hours. The date of the session will be determined in coordination by the FIOG and the City. The session will be held in person at City facilities in accordance with accepted COVID-19 protocols.

The agenda for the session will be developed by the FIOG facilitation team in cooperation with the City Manager.

The facilitation team will work with the City Manager to confirm equipment and supplies needed for the visioning session.

Cost

The fee for facilitating the strategic planning session is \$3,900. The fee includes the facilitation team's time for preparation, facilitation, and the writing of a summary report following the session as well as travel expenses. The fee will be billed upon acceptance of the summary



the John Scott Dailey

FLORIDA INSTITUTE OF GOVERNMENT

report by city leadership. The fee is payable to the Florida Institute of Government at Florida State University.

About the Facilitation Team

Jeff Hendry serves as the Executive Director for the Florida Institute of Government and has worked for the FIOG for over 28 years and has extensive experience in strategic planning and visioning facilitation, community and organizational capacity and consensus building, leadership development, and economic development, among others. He has developed and led, served as project management and staff, and supported all facets of more than 25 visioning and strategic planning sessions. He has a bachelor's degree in Political Science and a master's degree in Public Administration from Florida Atlantic University.

Dena Hurst has worked for the Florida Institute of Government for more than 25 years' and has extensive experience guiding public service leaders. She currently serves as a project leader and manager with the FIOG, leading the national Certified Government Chief Information Officer program as well as the FIOG's e-learning initiatives. Dena's expertise is in leadership, capacity building, strategy, and process analysis and improvement. She has developed and delivered customized leadership programs, including leadership certification programs, to governments and non-profit organizations in Florida and nationally. Dena has a bachelor's degree in Economics from Stetson University and a master's degree and doctorate in Philosophy from Florida State University.



Dena Hurst

Researcher

Florida Institute of Government

Florida State University

850.321.8309

LinkedIn: www.linkedin.com/in/denalhurst

Education

Ph.D., Philosophy
Department of Philosophy
Florida State University
Tallahassee, Florida
Dissertation: *America's National Interest*
Advisor: Donald Hodges, Ph.D.

M.A., Philosophy
Department of Philosophy
Florida State University
Tallahassee, Florida

B.A., Economics
Stetson University
Deland, Florida

Experience

Florida State University, Tallahassee, FL 32306
July 1998 to Present

Researcher, Florida Institute of Government Executive Office

The Institute provides consulting and professional development services to public and non-profit organizations. My current applied research focus is in the area of community leadership and capacity building, and I work on special contract- or grant-funded projects.

Florida Association for Volunteer Action in the Caribbean and Americas
2008 to 2020

Treasurer, Board Member, Volunteer

I volunteer time to assist government agencies and non-profit organizations in the areas of strategic planning, visioning, board development, policy development, leadership, staff/volunteer development, and performance management.

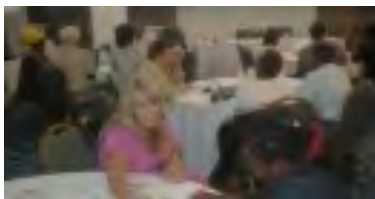
University of South Florida, Tampa, FL 33620
March 1994 to July 1998

Program Coordinator, Florida Institute of Government

I started as a receptionist, was promoted to office manager, and was given additional responsibilities in securing contracts and grants and representing the Executive Director and participating in project development and management sessions. The Institute was a self-supporting entity, relying on contracts and grants for continued funding. My role was to manage the office and assist in securing new contracts and managing existing contracts.

Service Projects

- Women's Empowerment Facilitation Project through La Red, Tulua, Colombia. Facilitated working sessions with grassroots groups in Tulua and Tumaco, Colombia, focused on empowering women and creating greater access to healthcare, education, and job opportunities and reducing domestic violence. (July 2013)
- Curriculum Design/E-learning for:
 - (1) Florida Certified Elections Professional, a voluntary leadership certification course for Florida's Supervisors of Elections and their staff. Program includes three levels, an average of 40 in-person training hours per level, plus recertification and peer mentoring components. (2012-current)
 - (2) Designed and implemented a leadership certification program for information technology professionals. The program includes two levels of instruction for managers and CIOs. The program lasts 12 to 18 months, depending on the instruction, and includes in-class work, online work, and reading assignments. There are also alumni and mentoring components to the supplement each level of instruction. (2008-current)
 - (3) Florida Institute of Government open enrollment courses on a variety of topics including leadership, customer service, communications, team building, storytelling, and more.
- Design and lead Athenian Dialogue sessions for Florida Association of City Clerks. (2011-current).
- Designed and implemented a leadership certification program for information technology professionals. The program includes two levels of instruction for managers and CIOs. The program lasts 12 to 18 months, depending on the instruction, and includes in-class work, online work, and reading assignments. There are also alumni and mentoring components to the supplement each level of instruction. (2008-current)
- Facilitated Leadership Development, Performance Management and Strategic Planning sessions for the:
 - (1) Barbados Association of NGOs (BANGO)
 - (2) National Water and Sewerage Authority of Grenada (3-day session)
 - (3) St. Kitts Development Office (3-day session)
 - (4) Leon County Tax Collector's Office (co-facilitator for 2-day session)
 - (5) Florida Association of Management Executives



**Facilitating a workshop
in Barbados, August
2008.**

- (6) Florida Department of Environmental Protection (8-month leadership program)
- (7) Florida Department of State Division of Libraries
- (8) Florida Department of State Division of Historical Resources
- (9) City of Dunedin

- Compiled the content and managed the design, publication and marketing of:
 - (1) *New Voices in the Old South*, a compilation of political researchers in the southeast published on behalf of the Diane D. Blair Center, University of Arkansas (2008);
 - (2) *Florida's Politics: Ten Media Markets, One Powerful State*, a book by Florida's leading political science scholars to analyze the impact of the media on the voting patterns of Floridians in local, state, and national elections (August 2003 – February 2004);
 - (3) *New Voices in the Old South: How Women and Minorities Influence Southern Politics*, a compilation of authors from various southern states based on survey trend data (December 2007 – June 2008).
 - (4) County Officials Handbook 2010, 2012 Florida Association of Counties. Work with a designated steering committee to identify relevant content, located faculty and practitioner authors, and provide editorial and review services (November 2009 –Present).
- Developed separate survey instruments, analyzed return data, and reported results:
 - (1) for the State of Florida's Cities Survey commissioned by the Florida League of Cities (January – March 2001);
 - (2) key to the development of the Florida City and County Management Association's Five-Year Strategic Plan (2003); and
 - (3) for the Child Care Provider Customer Service Survey for Hillsborough County's Office of Child Care Licensing (1997).
- Served as project manager and consultant for a Florida Compassion grant obtained by Volunteer Florida Foundation. Duties included overseeing coordination of four regional "Build Your Mission" workshops open to all non-profit and public service organizations, and present a session at each workshop on how performance measures can be used to strengthen non-profit organizations; facilitate the Tampa Technical Assistance Roundtable, a group of non-profit organizations that meets for a monthly educational and experience sharing session; and provide individual consulting for organizations who receive mini-grants through this program.
- Selected speakers and facilitators and coordinated the logistics for a public forum on Civic Responsibility and Volunteerism for local political, academic, and civic leaders and community volunteers to plan for future collaborative efforts and drafted a forum summary as part of a Florida Humanities Council grant (November 2001 – April 2002).
- Served as research director for a \$3 million federally funded grant program to develop and implement four pilot centers (Community Assessment and Intervention Centers) across Florida to help at-risk youth before they become involved in the juvenile justice system. Led a five-member program evaluation team to document, evaluate and report on the implementation (September 2000 – August 2003).
- Facilitated group discussion for the Florida Growth Management Workshop, an annual strategic planning workshop sponsored by the Department of Community Affairs for their staff, regional planning councils, and municipal, county, and state planners (2001).



Serving on a panel as part of the Florida Compassion grant, January 2009.

- Conducted research, coordinated public meetings, and wrote and published the final report for the Public Sector Gaming Study Commission, a national eleven-member commission convened to analyze the impact of gambling on state public policy and set parameters for future legislation (1999-2001).
- Solicited and compiled chapter content and designed, published, and marketed the book for the Community Assistance Program, “Megacities” Research Project and Symposium, the result of a statewide applied research project studying the unique aspects of “megacities” and the impact on local government issues and policies (1999).
- Served as a co-project manager for the Executive Fellows Program, a leadership course held over a four-month period for managers and supervisors sponsored by the Florida Institute of Government and conducted annually since 1986 (1995-1998).

Service Presentations

“Systems Thinking,” Florida Certified Elections Professional program, Florida State Association of Supervisors of Elections, March 2013, Orlando, Florida.

“Leveraging the Asset of Diversity,” International City and County Management Association, October 2012, Phoenix, Arizona.

“Governance Matters!” Florida Non-Profit Summit, November 2010, Orlando, Florida.

“Effective Meetings: How to Get Those 60 Minutes of Your Life Back”, Organizational Development World Summit (a consortium of leading organizational development institutions and associations), August 2010, Budapest, Hungary.

“Effective Meetings: How to Get Those 60 Minutes of Your Life Back”, International Association of Facilitators North America, April 2010, Chicago, IL.

“Effective Meetings: How to Get Those 60 Minutes of Your Life Back”, International Association of Facilitators Caribbean, September 2009, Barbados.

Service Publications

Clouser, Rodney L. and Dena Hurst. “Intergovernmental Relations,” *The Florida County Government Handbook*. Tallahassee, Florida: Florida Association of Counties, 2010.

DeHaven-Smith, Lance and Dena Hurst. *Gambling Policy and the Role of the State: An Assessment of America’s Gambling Industry and the Rights and Responsibilities of State Governments*. Tallahassee, Florida: Florida Institute of Government, 2000.

DeHaven-Smith, Lance and Dena Hurst, eds. *On the Verge: Florida’s Megacities in the New Millennium*. Tallahassee, Florida: Florida Institute of Government, 2000.

DeHaven-Smith, Lance and Dena Hurst, eds. *Charting Florida’s Future*. Tallahassee, Florida: Florida Institute of Government, 1999.

Hurst, Dena and Robert E. Lee. “Meetings Procedure, Organization, and Public Participation,” *The Florida County Government Handbook*. Tallahassee, Florida: Florida Association of Counties, 2010.

Hurst, Dena. "Diversity in Representation in Florida's Municipalities," *Mapping Florida's Political Landscape: The Changing Art and Politics of Reapportionment and Redistricting*. Tallahassee, Florida: Florida Institute of Government, 2002.

Hurst, Dena and Tony Arrant, eds. *The Florida Municipal Official's Manual*, 4th edition. Tallahassee, Florida: Florida Institute of Government, 2001.

Long, Vincent, Dena Hurst, and Ed Dion. "Public Safety and Courts," *The Florida County Government Handbook*. Tallahassee, Florida: Florida Association of Counties, 2010.

Professional Awards

2010-2011 Nominated for Excellence in Teaching Award, Florida State University.

2009-2010 Provost's "90% Club" (90% of students taught rated instructor as "excellent" in semester-end evaluations), Florida State University.

2009-2010 Nominated for Excellence in Teaching Award, Florida State University.

2009 Volunteer of the Year, Florida Association for Volunteer Action in the Caribbean and Americas.

Community Service

Rotary Club of Dunedin, member since 2019, board member 2020

Dunedin Council of Organizations, member since 2019, First Vice President 2021

Taoist Tai Chi Society of the USA, member Curriculum Committee, member USA Google Ads Committee, member USA Website Committee

JEFFREY H. HENDRY
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GENERAL SUMMARY: Served in executive leadership position for over 15 years and has over thirty-four (34) years of professional research, training, and technical assistance experience, including executive organizational and project leadership, management and administration experience related to Florida state and local government issues. Areas of expertise and experience include state and local government intergovernmental relations; organizational and project leadership and management; statewide and regional association development, management and administration; and community and economic development planning and technical assistance services. Specific duties include serving as principal investigator and project manager for IOG in-house research and technical assistance projects; preparing and presenting research and technical assistance proposals and contracts for consideration; negotiating and managing projects and contracts with governmental entities; developing, coordinating, and managing strategic planning and consensus building forums; and developing and implementing statewide training and technical assistance initiatives with the Florida League of Cities, the Florida Association of Counties, state agencies, and other governmental associations and entities. In addition, serves as the Executive Director for the North Florida Economic Development Partnership, and was formerly the Executive Director for the Northwest Florida League of Cities and the Suwannee River League of Cities and now currently mentors the current Executive Director.

PROFESSIONAL EXPERIENCE

July 1993 to Present: **Florida State University**

July 2005 to Present: The John Scott Dailey Florida Institute of Government at Florida State University (IOG)

Executive Director. As Executive Director, serves in leadership and executive capacity reporting directly to the Director for the Institute of Science and Public Affairs (ISPA at Florida State University with responsibility for the leadership, management, monitoring and evaluation of all administrative, research, training, and technical assistance services, programs, and personnel of the Executive Office of the IOG and its five affiliate IOG programs. Also responsible for developing, administering, and monitoring the IOG's base \$850,000 annual budget, and all additional contract and grant funds awarded to the IOG, monitoring grant and contract funds the IOG awards to other entities, and developing and leading public and private

financial support efforts for the IOG. In addition, serves as the Executive Director for the North Florida Economic Development Partnership.

August 2003 to July 2005: The John Scott Dailey Florida Institute of Government at
Florida State University (IOG)

Associate Director, Research Programs and Services. Served in executive management capacity reporting directly to the IOG's Executive Director, and later to the Vice President for Programs and Planning at Florida State University with primary responsibility for the management, administrative oversight, and monitoring of all research, training, and technical assistance services, programs, and personnel of the Executive Office of the IOG and five affiliate IOG programs. Also, was responsible for developing, administering, and monitoring the IOG's \$1.1 million annual budget, other contract and grant funds awarded to the IOG, and monitoring grant and contract funds the IOG awards to other entities. In addition, served as the Executive Director for the Northwest Florida League of Cities.

March 1999 to August 2003: The Florida Institute of Government at Florida State
University (IOG)

Assistant Director, Research Programs and Services. Served in an executive capacity with the Executive Director of the IOG and was responsible for the management, administrative oversight, and monitoring of the research, training, and technical assistance services, programs, and personnel of the IOG. Also responsible for developing, administering, and monitoring the IOG's annual appropriation and budget, other contract and grant funds awarded to the IOG, and monitoring grant and contract funds the IOG awards to other entities. Other major duties included: serving as principal investigator and project manager for IOG in-house research and technical assistance projects; preparing and presenting research and technical assistance proposals and contracts for consideration; negotiating and managing projects and contracts with governmental entities; developing, coordinating, and managing strategic planning and consensus building forums; developing and implementing statewide training and technical assistance initiatives with the Florida League of Cities, the Florida Association of Counties, state agencies, and other governmental associations and entities. In addition, serves as the Executive Director for the Northwest Florida League of Cities.

EDUCATION

Masters of Public Administration
Florida Atlantic University, August 1990

Bachelors of Arts in Political Science
Florida Atlantic University, December 1985

ASSOCIATIONS AND AFFILIATIONS

Member, Wildwood Presbyterian Church (PCA), Tallahassee, Florida

Former Deacon, Elder and Member, Fellowship Presbyterian Church

Executive Director and Member, Capital Tiger Bay Club

Member and Vice Chair, Stakeholders Council, Enterprise Florida, Inc.

Member and Ex-Officio Member of Board of Directors, Florida Economic Development Council

Member and Former Ex-Officio Member of Board of Directors, Florida City County

Management Association (FCCMA)

State of Florida Institute Director, Florida City Clerks Association

AWARDS

Most Valuable Player, Florida Atlantic University Baseball, 1985

Member, Florida State Junior College Baseball Champions, Chipola Junior College, 1982-83

Institute Director of the Year, International Institute of Municipal Clerks 2014

President's Award, FCCMA, 2007

If You Care, You Do! Award, FCCMA, 2002

REFERENCES

Furnished Upon Request

RESEARCH, TRAINING AND TECHNICAL ASSISTANCE PROJECTS, CONSENSUS BUILDING FORUMS, AND PUBLICATIONS

The following presents a chronological list of research, training and technical assistance projects, consensus building forums, and published reports for which Jeff Hendry has been the project manager, principal investigator, or co-staff.

North Florida Economic Development Partnership. As Executive Director of the North Florida Economic Development Partnership (NFEDP), responsible for providing in excess of 19,000 Technical Assistance hours focused on business recruitment and expansion; project, community and business consultations; direct assistance with federal and state grant and incentive applications; and exploring and securing unique financing tools. These include CDBG, Rural Infrastructure Fund, Economic Development Transportation Fund, Economic Development Administration, Quick Action Closing Fund, Qualified Targeted Industry Funds, and Federal EB-5 financing. Total estimated infrastructure grant funds received for local and regional projects from these efforts are in excess of \$60 million.

Other highlights of projects with the NFEDP to date include:

- From 2010-2020, worked in cooperation with various NFEDP communities and their projects to secure an estimated total of \$160 million of private capital investment from projects into the region (e.g., Klausner Lumber One, LLC, \$130 million, Ice River in Gilchrist, \$14.5 million, Cross City Lumber, \$13 million, and smaller projects throughout the region).
- In 2017, secured \$150,000 Grant from Enterprise Florida, a portion of which was to move ten (10) SSI sites through Phase II of the SSI program; this is an estimated value of \$9,500 per site. Funds were also used to support the Rural Economic Development Summit, the 2017 Experience North Florida Site Location Consultants event, and the North Florida Manufacturing, Logistics and Distribution Corridor Initiative.
- In January 2016, secured \$99,000 grant from Duke Energy Foundation to initiate a Strategic Sites Inventory for each of the 15 counties in the NFEDP Partnership. In addition, leveraged this grant as a match to secure a \$100,000 grant from EDA to enhance SSI project in region. The value to conduct this for each NFEDP County was estimated at \$25,000.
- In 2013-2014, secured \$400,000 Economic Development Administration (EDA) Matching Grant to conduct Economic Development Asset Inventory, facilitate regional branding and marketing plan, and develop and implement a regional properties, sites, and buildings database as part of a comprehensive Website for the 15-County region. **[Project completed May 2014 \(www.nflp.org\).](http://www.nflp.org)**

- Since 2014, secured \$65,000 in additional grant funds to enhance the website with video and interactive maps.
- Successful applications and renewals of nine (9) Rural Regional Development Grants (RRDG) from DEO for maximum eligible funding of \$1,100,000.
- Secured and implemented \$300,000 Broadband Feasibility Study from OTTED (now DEO), 2009.
- Served in leadership role in pursuing and securing NTIA Broadband Infrastructure Grant through NFBA (30.1 million, plus \$9 million in-kind, 2009-2010).
- Assisted counties and communities with expediting permitting with the Florida Department of Environmental Protection, Florida Department of Transportation, CSX Railroad, Water Management Districts, and Local Planning and Zoning Boards.

Klausner Lumber One Company Relocation/Expansion. As Executive Director of the North Florida Economic Development Partnership (NFEDP), served as staff responsible for facilitating project discussions, negotiations and ultimately securing Klausner Lumber One Company's relocation and expansion of a high-tech saw mill that will be North America's largest when completed. The project located in Suwannee County will produce 350 permanent jobs, a projected additional 1,100 indirect jobs facilitated by the activities of the mill, generate over \$135 million dollars in capital investment, and generate over \$950 million in projected wealth over a 10 year-period.

North Florida Economic Development Partnership Economic Development Administration (EDA) Grant. As Executive Director of the North Florida Economic Development Partnership (NFEDP), served as lead staff in developing, submitting, administering, and implementing a \$400,000 EDA grant to develop a world class website promoting the 15 county region comprising the NFEDP. The project included an extensive economic development asset inventory of the region and produced an online, searchable properties/sites/buildings database designed targeting site location consultants and businesses seeking to relocate or expand their operations. The project also resulted in a comprehensive branding and marketing campaign for economic development in the 15-county region.

North Florida Economic Development Partnership. As Executive Director of the North Florida Economic Development Partnership (NFEDP), responsible for providing over 60 Scholarships totaling in excess of approximately \$45,000 to NFEDP partners to attend and participate in economic development –focused conferences, training programs, and other professional development programs. March 2009-Present

North Florida Economic Development Partnership. As Executive Director of the North Florida Economic Development Partnership (NFEDP), responsible for providing 14 scholarships totaling in excess of \$35,000 to NFEDP partners to attend Site Selection Consultant Events in cooperation with Enterprise Florida, Inc.

North Florida Economic Development Partnership. As Executive Director of the North Florida Economic Development Partnership (NFEDP), responsible for prepared and submitting nomination and was selected as Regional Deal of the Year Award Winner by Florida Economic Development Council (FEDC) at FEDC's 2013 Annual Conference (Klausner Lumber One, LLC).

North Florida Economic Development Partnership (NFEDP). As Executive Director of the North Florida Economic Development Partnership (NFEDP), served as project leader and key contact point in securing and implementing \$300,000 Broadband Feasibility Study from OTTED (now DEO), 2009.

North Florida Economic Development Partnership (NFEDP). As Executive Director of the North Florida Economic Development Partnership (NFEDP), served as project leader in creating the North Florida Broadband Authority (NFBA) that was subsequently successful in securing a \$30.1 million Broadband Infrastructure Grant from the U.S. Department of Commerce (NTIA) for a 14-county region in North Central Florida. The NFBA is an independent governmental authority created specifically for the purpose of developing, managing, and sustaining a middle-mile Broadband network in North Central Florida (Grant secured in February 2010 and is scheduled for completion in February 2013).

Center for Florida Local Government Excellence (CFLGE). In cooperation with FSU Faculty, lead the team developing and presenting the proposal for FSU to be awarded the host of the Center for Florida Local Government Excellence. The FCCMA selected FSU as the host University in October 2006 and the growth and expansion of the Center continues currently.

Florida Department of Environmental Protection (DEP) Executive Leadership and Supervisory Management Initiative. Developed and presented proposal, and negotiated and secured contract to provide executive leadership development for top 30 executives for DEP and develop and implement statewide program to train nearly 1,000 upper and mid-level managers in supervisory management training. May 2007-2010.

Florida Local Government Community and Comprehensive Planning Technical Assistance Programs and Services. Developed and implemented local government community and comprehensive planning assistance programs and services. June 2003-Present.

Florida Public Records Management and Planning Technical Assistance Program. Developed and implemented local government public records management and planning services and programs to assist Florida local governments. June 1995-Present.

Florida Association of City Clerks. Serve as State University Institute Director, for and on

behalf of the Florida Association of City Clerks, to the International Institute for Municipal Clerks. Official representative to IIMC for all Florida City Clerks' Education Certification programs and activities. October 2007-Present.

The Northwest Florida League of Cities serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 1999-Present. (Renewal)

The Suwannee River League of Cities, serve as Executive Director for the SRLC. It is a project designed to provide research, professional development, and administrative services to the Suwannee River League of Cities, an organization dedicated to serving the interests of municipal government for 28 municipalities and 10 county service areas in North Central Florida region, January 2007-PresentRenewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 2007-July 2008. (Renewal)

The Northwest Florida League of Cities (formerly the Panhandle League of Cities), serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 2006-December 2006. (Renewal)

The Suwannee River League of Cities, serve as Executive Director for the SRLC. It is a project designed to provide research, professional development, and administrative services to the Suwannee River League of Cities, an organization dedicated to serving the interests of municipal government for 28 municipalities and 10 county service areas in North Central Florida region, January 2006-December 2006. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 2006-July 2007. (Renewal)

The Northwest Florida League of Cities (formerly the Panhandle League of Cities), serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 2005-December 2005. (Renewal)

The Suwannee River League of Cities, serve as Executive Director for the SRLC. It is a project designed to provide research, professional development, and administrative services to the Suwannee River League of Cities, an organization dedicated to serving the interests of municipal government for 28 municipalities and 10 county service areas in North Central Florida region, January 2005-December 2005. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 2005-July 2006. (Renewal)

The Northwest Florida League of Cities (formerly the Panhandle League of Cities), serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 2004-December 2004. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 2004-July 2005. (Renewal)

Community Assessment and Intervention Center (CAIC) Project. A federally funded grant program to develop and implement four pilot centers in four different counties to assist at-risk youth prior to their becoming involved in the juvenile justice system. Served as co-project manager on a five-member program evaluation team charged with documenting and evaluating the implementation of the pilot centers. Responsible for analyzing data from host counties, individual pilot sites, and various secondary resources and for writing evaluation team reports. December 2000 to September 2003.

Florida City/County Management Association (FCCMA) 2005-2010 Strategic Planning. Served as project manager for leading FCCMA through the development and approval of its 2005-2010 Strategic Plan. March 2003-Present.

Code of Ethics, Florida Government in the Sunshine, and Public Records Act Internet-Based Training Program. Served as lead staff in developing an on-line, Internet-based training program for state and local government officials and employees related to Florida's Code of Ethics, Government in the Sunshine and Public Records Laws. This project was directed by the Florida Legislature and accomplished through a partnership with the Florida Commission on Ethics and the Florida's Office of the Attorney General. July 2001-Present.

The Northwest Florida League of Cities (formerly the Panhandle League of Cities), serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 2003-December 2003. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 2002-July 2003. (Renewal)

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project

designed to deliver training and technical assistance services to small counties in Florida, February-June 2002. (Renewal)

The Northwest Florida League of Cities (formerly the Panhandle League of Cities), serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 2001-December 2001. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 2001-July 2002. (Renewal)

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, February-June 2001. (Renewal)

The Northwest Florida League of Cities (formerly the Panhandle League of Cities), serve as Executive Director for the NWFLC. It is a project designed to provide research, professional development, and administrative services to the Northwest Florida League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Northwest region, January 2000-December 2000. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 1999-July 2000. (Renewal)

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, February-June 1999. (Renewal)

Florida Department of Environmental Protection, *Technical Assistance Project Related to the State of Florida's Beaches and Shores Project Management Program*, a technical assistance project designed to develop and conduct a series of modified American Assembly Forums to recommend legislative changes and modifications to Florida's current beach and shore enhancement program, October 1999-June 2000.

Florida Department of Community Affairs, *Technical Assistance Project Related to the State of Florida's Evaluation and Appraisal Report Process*, a technical assistance project designed to develop an Evaluation and Appraisal Technical Assistance Guidebook and distribute to Florida local governments, March 1999-December 1999.

The Panhandle League of Cities, serve as Executive Director for the PLC. It is a project designed to provide research, professional development, and administrative services to the Panhandle League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Panhandle, January 1999-December 1999. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 1998-July 1999. (Renewal)

The Panhandle League of Cities, serve as Executive Director for the PLC. It is a project designed to provide research, professional development, and administrative services to the Panhandle League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Panhandle, January 1998-December 1998. (Renewal)

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, February-June 1998. (Renewal)

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, August 1997-July 1998. (Renewal)

With Dr. Lance deHaven-Smith, *Revising Florida's Constitution Through The Initiative Process*, a research project and paper sponsored by the Florida Chamber of Commerce Foundation, August 1997.

With Dr. Lance deHaven-Smith, *A Snapshot of Two Communities: Sunrise and Weston, a Summary Report Prepared for the Bonaventure Community*, a research project commissioned by the Broward County Legislative Delegation, February 1997.

Florida Department of Community Affairs, *Technical Assistance Project Related to the State of Florida's Small Cities Community Development Block Grant Program*, a technical assistance project designed to provide technical assistance directly to Florida local governments, February-November, 1997.

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, February-June 1997. (Renewal)

The Panhandle League of Cities, a project designed to provide research, professional development, and administrative services to the Panhandle League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Panhandle, January 1997-December 1997. (Renewal)

Florida Association of Court Clerks and Comptrollers, a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, July 1996-August 1997. (Renewal)

Florida Department of Transportation, *Computer Training and Technical Assistance for FDOT Staff*. Served as project manager for contract to provide computer training for FDOT staff, January 1996-January 1997.

Florida Department of Transportation, *Computer Training and Technical Assistance for District I FDOT Staff*. Served as project manager for contract to provide computer training for FDOT staff, December 1995-December 1996.

Florida Department of Business and Professional Regulation, *Computer Training and Technical Assistance for DBPR Staff*. Served as project manager for contract to provide computer training for DBPR staff, October 1995-June 1996.

The Panhandle League of Cities. Served as project director to provide research, professional development, and administrative services to the Panhandle League of Cities, an organization dedicated to serving the interests of municipal government in Florida's Panhandle, January 1996-December 1996.

Florida Department of Transportation, *Statewide Metric Training and Technical Assistance for FDOT Staff*. Served as project manager for contract to provide statewide metric training for FDOT staff, November 1995-November 1996. (Renewal)

Florida Department of Community Affairs, *Florida Fair Housing Planning: The State's Analysis of Impediments*. Served as project director for conducting research related to the State's required Analysis of Impediments for Fair Housing, February 1996-December 1996.

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, September 1995-June 1996. (Renewal)

With Dr. Lance deHaven-Smith, *A Synopsis of Regulation in the States: Is Regulation of Professions and Occupations Really Serving the Interests of the Public?*, a research project and paper sponsored by the Florida Department of Business and Professional Regulation, September-December 1995.

With Tony Arant, *Review and Evaluation of the State Comprehensive Plan's Goals, Policies and Objectives*, a research project sponsored by the Executive Office of the Governor, June-November 1995.

Florida Association of Court Clerks and Comptrollers (FACC), a contract to provide professional development, training and technical assistance, and research services for the FACC and Florida Clerks of the Circuit Court, April-June 1996.

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, January-May 1995.

Florida Department of Community Affairs, *Technical Assistance Project Related to the State of Florida's Small Cities Community Development Block Grant Program*, a technical assistance

project designed to provide technical assistance directly to Florida local governments, June-December 1994.

Florida Department of Community Affairs, *Technical Assistance Project Related to the State of Florida's Small Cities Community Development Block Grant Program*, a technical assistance project designed to provide technical assistance directly to Florida local governments, February-June 1995.

Florida Department of Community Affairs, *Intergovernmental Coordination Element Development Assistance Project*, served as project director to provide research, technical assistance and training services related to new state requirements in local government comprehensive planning, October 1994-November 1995.

Florida Department of Transportation, *Statewide Metric Training and Technical Assistance for FDOT Staff*. Served as project manager for contract to provide statewide metric training for FDOT staff, June-December 1995.

Florida Department of Community Affairs, *Department of Energy Government Outreach Project*, served as project director to provide technical assistance and training services related to state energy subsidy and technical assistance programs available to local governments in Florida, March 1994-February 1996.

Florida Counties Foundation, *Florida Small Counties Technical Assistance Project*, a project designed to deliver training and technical assistance services to small counties in Florida, May-October 1994.

Florida Department of Transportation, *Computer Training and Technical Assistance for FDOT Staff*. Served as project manager for contract to provide computer training for FDOT staff, January 1994-January 1995.

Florida Department of Agriculture, *Developing Sustainable Leadership in Rural Florida: Challenges and Opportunities*, a research project and consensus building conference for rural local governments, April-September 1994.

Martin County: Committing To Its Future, a modified American Assembly on growth and development issues for Martin County, June 17-19, 1993.

Comprehensive Needs Assessment for Children and Families in St. Lucie County, served as project director for needs assessment conducted for the Children's Services Council of St. Lucie County, February 1993.

The Louisiana Citizen's Summit on Teenage Pregnancy Prevention, a modified American Assembly in cooperation with the Southern Governor's Association, January 1993.

Symposium on Juvenile Justice Issues in Florida's Twentieth Judicial Circuit, a modified American Assembly in cooperation with the Lee County Drug Free Coalition, July 1992.

The Southeastern Region Summit on Violent Crime, a modified American Assembly, in cooperation with the United States Bureau of Justice, about violent crime in southeastern states, July 1992.

Setting the Agenda for Broward County's Environmental Future, a modified American Assembly establishing environmental priorities in Broward County, May 1992.

Political Campaign Practices and Citizen Participation in the Electoral Process, a modified American Assembly in cooperation with the Collins Center for Public Policy, October 1991.

Southern Legislative Summit on Healthy Infants and Families, a modified American Assembly for 17 southern states sponsored by the Southern Governors's Association, October 1990.

With Frank Schnidman and Teresa Herrera, *Suburban Land Assembly*, a research project sponsored by the Lincoln Land Institute of Land Policy, July 1990.

Healthy Children: Tomorrow Begins Today, a modified American Assembly on statewide child health issues, February 1990.

Legislative Issues Conference for the Florida House of Representatives, a modified American Assembly coordinated with the Office of the Speaker of the House for Florida's House of Representatives, February 1990.

With Frank Schnidman and Teresa Herrera, *The Housing Linkage Study*, a research project sponsored by the Tribune Company and the Northeast Florida Regional Planning Council, January 1990.

City of Jacksonville 2010 Plan Update, a project assisting the City of Jacksonville with the development of its comprehensive plan, July 1990.

Our Children-Our Future, a modified American Assembly on children's issues in Palm Beach County, October 5-7, 1990.

The American Assembly for Greenacres City, a modified American Assembly on growth and development issues for the Greenacres City, September 14-16, 1989.

City/County Summit for Palm Beach County and Municipalities, August 24, 1989.

With Barbara Brumback and Craig Diamond, *Strategies for Dealing with Development in Coastal Areas*, a research project sponsored by the South Florida Regional Planning Council, June 1989.

City of Hollywood Visions 2000 American Assembly, a modified American Assembly on growth and development issues for the City of Hollywood, May 11-13, 1989.

With Carla Coleman, *Options for Redileneating the Election Districts for the City of Pembroke Pines*, a research project sponsored by the City of Pembroke Pines, January 1989.

Florida House of Representatives Legislative Issues Conference: 1989-1990, December 1988.

With Arthur Fleming, *A Study of Affordable Housing Programs in Northeast Florida: An Identification of Innovative Approaches and Opportunities and a Plan of Action for the Development of a Regional Public/Private Housing Partnership*, a research project sponsored by the Northeast Florida Regional Planning Council, October 1988.

Greater Delray Beach Area Visions 2000 American Assembly, a modified American Assembly on growth and development issues for the City of Delray Beach, May 19-21, 1988.

Directions 88: Charting the Course for Palm Beach County, a modified American Assembly on growth and development issues for Palm Beach County, May 5-7, 1988.

With Arthur Fleming, *City of Fort Lauderdale Zoning Ordinances Regulating Social Service Residential Facilities and Child Day Care Facilities*, a research project sponsored by the City of Fort Lauderdale, April 1988.

Pahokee Potentials: An American Assembly for the City of Pahokee, a modified American Assembly on growth and development issues for the City of Pahokee, February 11-13, 1988.

Town of Davie Visions 2000 American Assembly, a modified American Assembly on growth and development issues for the Town of Davie, December 2-5, 1987.

Mapping and Monitoring American Assembly, September 10-11, 1987.

With Dr. Lance deHaven-Smith and Larry Kastancuk, *United Way of South Palm Beach County, Inc.--Human Services Needs Assessment*, October 1987.

With Arthur Fleming and Craig Diamond, *A Study of the Florida Aquatic Plant Control Program with Particular Emphasis on Interagency Coordination and Program Management*, a research project sponsored by the South Florida Water Management District, October 1987.

With Robert Paterson and Arthur Fleming, *Florida Floodplain Management: Public Sector Responsibilities and Intergovernmental Coordination in Land Use and Water Resource Decision-Making*, a research project sponsored by the South Florida Water Management District, March 1987.

Palm Beach County American Assembly for Criminal Justice, a modified American Assembly on criminal justice issues in Palm Beach County, March 19-21, 1987.



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

CITY COUNCIL BRIEFING ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	January 21, 2021
SUBJECT:	An ordinance directed at commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters
	January 25, 2021 Council Briefing

BACKGROUND

On December 21, 2020, the City Council adopted Ordinance No. 2020-8157 as an emergency measure to place a temporary moratorium on commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters (“Devices”) in the City. The temporary moratorium remains in effect for a period of 12 months from its effective date (December 28, 2020), or until it is repealed by the City Council as part of its adoption of permanent regulations, whichever is sooner.

Curt DeWitt, local owner/vendor of Beach Life Rentals, Inc. (“Beach Life”), spoke at the December 21, 2020 City Council meeting about his commercial leasing operations of the Devices. The City Attorney also provided a substantive briefing to City Council. City Council directed staff to develop a permanent ordinance that serves public safety and welfare, and that regulates the commercial operation and use of leased or rented Devices.

In late 2020, the City experienced a sudden emergence and presence of dozens of commercially leased or rented Devices in the downtown area. City staff and City law enforcement officers observed users of these Devices riding in an unsafe manner; riding on sidewalks, the beach boardwalk promenade, pavilion paths and park areas; failing to observe traffic control devices, and neglecting to stop at intersections with stop signs; failing to yield to pedestrians, and other dangerous maneuvers that have put people at risk. Devices have also been abandoned on public property, sidewalks, and rights-of-way (ROW). Currently, the City has no local regulations or laws to adequately and specifically address the permitting and safe regulation, management, and control of these Devices. Presently, Beach Life is the only known vendor in the City.

The City Manager, City Attorney, Commander Evans, and Mr. DeWitt discussed the City’s public safety concerns and the Beach Life business operations and Devices’ GPS/remote controller mechanisms.



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Separately, City Administration, Legal, Finance, Clerk, Police, and Planning and Development Department personnel met to discuss the many topics associated with a permanent ordinance concerning the Devices. The concerns of staff continue to be focused on public health and safety. To that end, should Council wish to regulate these Devices, staff recommends focusing on the following elements:

1. ***Times of use.*** There is a concern for using Devices late into the evening, particularly overlapping with the typical weekend bar crowds. Focus may be on time of day, days of week, or operations during special events.
2. ***Geographic areas of use.*** There is a concern about users trying to cross A1A (3rd Street) on a Device, along with their use off of roadways and in public plazas, sidewalks, etc. Focus may be on a geo-fenced boundary for the City limits east of 3rd Street, and prohibitions or device deceleration when used in certain areas within the geo-fencing.
3. ***Business registration.*** The preferred business model is one where all transactions with the vendor occur on private property, not in the public ROW (as is seen in other metro areas). Focus may be on requiring registration of primary and secondary rental locations throughout the downtown area as part of the overarching local business tax receipt (LBTR) for a business.
4. ***Penalties.*** There is a concern for violations of regulations by both users and participating businesses. Users would be cited by the Police Department for specific operational infractions. Business penalties would be set up to address violations of issued LBTR, business operations, or abandonment of equipment or materials in the public domain. Fees associated with the Police Department retrieval and storage of abandoned Devices should be considered. Also, a potential annual deposit made by the vendor could serve as a “bond” for any retrieval and storage that is necessary. There could be a codified process for the City Manager to render decisions to limit vendors’ privileges to operate in the City should they violate City Code or permit requirements. An appeal process can be provided through the Special Magistrate to review the City Manager’s decisions.
5. ***Required notice.*** There is a concern that Device users may not receive appropriate notice and education on the appropriate use of such Devices, to include age and safety requirements. Focus may be on mandating the provision of such information at the time of Device rental. A map of the geo-fencing area should be required to advise users of the locations they are permitted and prohibited from operating the Devices.
6. ***Fees and maximum number of vendors/Devices.*** There are several permit/application fee structures used by cities with current legislation in place. Some options include a one-time annual LBTR, a fee per Device, a sliding scale fee based on the number of Devices in a vendor’s fleet (e.g., 1-75, 76-150, etc.) Another concept to consider is a limitation on



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- the number of total Devices permitted to be available in the City, limits on the number of vendors allowed to operate in the City, and limitation on expansion and adding to a fleet.
7. ***Rebalancing and designated parking corrals.*** Rebalancing is the process by which the vendor redistributes the Devices among permitted locations in order to ensure availability of the Devices at permitted locations in the service area, and to prevent excess accumulation of Devices at any location. Designated parking corrals are small areas designated on private property where the Devices must be parked in a safe manner so as to avoid them becoming an impediment to the safe travel for pedestrian traffic, regular traffic, handicapped access points, etc.

Ride Fiik LLC is Beach Life's Devices supplier. Ride Fiik represented to the City Council that Ride Fiik Agreements between Ride Fiik and Beach Life will protect the City from liability associated with the Beach Life operations. The City Attorney disagrees and will discuss with City Council his analysis of: (1) the Ride Fiik Participant Release of Liability and Assumption of Risk Agreement; and (2) the Ride Fiik Rider Agreement Waiver of Liability and Release.

FINANCIAL IMPACT

The financial impact of proposed regulations cannot be determined at this time due to the indeterminate amount of collections that may arise from enforcement of regulations. Staff will monitor all financial transactions from enforcement activities to ascertain any emerging trends.

COUNCIL DIRECTION REQUESTED

- Does City Council wish to regulate commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters?
- If so, which elements (as listed above) would Council like to be the focus of the ordinance?

ATTACHMENTS

- Ride Fiik LLC Participant Release of Liability and Assumption of Risk Agreement.
- Ride Fiik LLC Rider Agreement Waiver of Liability and Release.
- Ordinance No. 2020-8157 (temporary moratorium).

City	Fee/Charges		Contact
Miami Beach	Motor scooter		Sasha Gonzalez, Customer Service Manager, Finance Department
	1 to 20 units	\$442.00	1755 Meridian Ave, Suite 100, Miami Beach, FL 33139
	Each unit over 20	\$29.00	Tel: 305-673-7420 / www.miamibeachfl.gov
Key West	Business Tax Receipt	\$213.00	Amanda Brady / Licensing Official
	Regulatory License fee	\$50.00 plus \$1 per decal for every rental vehicle	1300 White St., Key West- FL 33040
			305.809-3971 / licensing@cityofkeywest-fl.gov
City of Saint Augustine	Not allowed in the City		Tracey Mullins / Planner I Office: 75 King Street, Lobby B Phone: 904.209.4324 tmullins@citystaug.com / www.CityStAug.com
Gainseville	The City of Gainesville's business tax ordinance was last revised in 1994. At that time, E-Scooters were not around, so we had to classify these types of businesses within our current tax classifications.	Since E-Scooters are not road vehicles and they are rentals, these businesses would be classified as a rentals/leasing business.The tax structure is based on the number of workers.	Russell Stiriz / Financial Services Coordinator 352-334-5024 / stirizra@cityofgainesville.org
	1-6 workers	\$52.50	
	7-13 workers	\$105.00	
	14-20 workers	\$157.50	
	21-50 workers	\$210.00	
	51 or more workers	\$525.00	
Ft. Lauderdale	Spoke directly with Pat Gavin. He stated Ft. Lauderdalehave had scooter rentals for two years. Within the two year period, they have multiple liability lawsuites. City Commission cannot deny scooter rental businesses within the City but they did change the required annual fee to increase \$40,000.	1st year fee = \$20,000 annual business fee and \$100 Business Tax Receipt fee	Gavin, Patt (Patrick) - Senior Business Tax Specialist 954-828-6913 / pgavin@fortlauderdale.gov
		2nd year fee = \$60,000 annual business fee and \$100 Business Tax Receipt fee	
Tallahassee	Effective June 30, 2017, the City of Tallahassee repealed the requirement for obtaining a Business Tax Certificate for businesses that are located or operate within the city limits of Tallahassee.	N/A	Info from website
Coral Gabels	The City of Coral Gables classifies this type of business as “Rental & Leasing Services”	\$198.00	Ampy S. Gomez, CLO City of Coral Gables Senior Revenue Inspector 305-460-5296
Tampa	Administrative office and Rentals; both of the classifications has three different levels. It all depends on the size of the staff and the number of scooters.		Lisa Middleton
		Admin Office (1-5) workers = \$217.04	Business Tax Inspector II
		Rentals (over 100) = \$217.04	City of Tampa / PO BOX 2200 / Tampa FL 33601-2200
		Admin Handling Fee = \$10.00	4900 W. Lemon St Tampa FL 33609 (813) 274-7394 / lisa.middleton@tampagov.net
Austin	Fee per device to be permitted. While the operations are active, a trip fee is imposed. We require monthly trip reports to be submitted and we verify that data.	\$30 per device	Mary Vo (she/her)
		\$.15 trip fee	Project Coordinator
			Shared Mobility Services Austin Transportation Department Office: 512-974-2074

RIDE FIIK LLC

4624 N Powerline Rd
Pompano Beach FL 33073
800-268-2617
ken@ridefiik.com



Recipient Name

Street Address

City, ST ZIP Code

Telephone

Email

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE CONSENTING

Effective Date: January 22, 2020

In consideration of being allowed to participate in the rental and use of Ride Fiik Services and Electric Scooter (the "Vehicle"), made available in public spaces, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved are significant during all phases of the activity, including the potential for permanent paralysis, disability, and death. These risk include but are not limited to: equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; collisions, falling, other riders or pedestrians, animals; fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of accident; outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, changes in terrain, exposure to animals with the risk of them kicking, biting, running off, or otherwise moving in an unanticipated manner causing injury and/or death. I agree to wear a helmet meeting approved safety standards. I recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES, as defined below, from any liability whatsoever.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my use of Ride Fiik Services.**
3. I willingly agree to comply with the terms and conditions for using the Vehicle. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I recognize that it may be necessary for the RELEASEES to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the RELEASEES right to take such actions for the safety of myself and/or other participants. I will not engage in any activity

beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Vehicle owner, Ride Fiik LLC, its officers, officials, partners, subsidiaries, agents, and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the program (the “RELEASEES”), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABAILITY, OR DEATH I may suffer, or loss of damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

RIDE FIIK LLC

4624 N Powerline Rd
Pompano Beach FL 33073
800-268-2617
ken@ridefiik.com



Recipient Name

Street Address
City, ST ZIP Code
Telephone
Email

RIDER AGREEMENT

Waiver of Liability and Release

Effective Date: January 22, 2020

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Ride Fiik Services (defined below) provided by Ride Fiik LLC (“Ride Fiik”) requires that You (“Rider,” “You,” or “Your”) (acting for all of Rider’s family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Ride Fiik Rental Agreement, Waiver of Liability, and Release (“Agreement”).

The services provided by Ride Fiik and Ride Fiik Owner Affiliates include (1) Ride Fiik mobile application and related website, (2) Ride Fiik Vehicles (“Vehicle” or “Vehicles”), (3) discretionary charging of the Vehicle per Section 1.15 below, and (4) all other related equipment, personnel, services, applications, websites, and information provided or made available by Ride Fiik (collectively, the “Ride Fiik”). In addition to the Terms of Service, located at <https://www.ridefiik.com/terms>, You expressly agreed to when you signed up for Ride Fiik, You should CAREFULLY READ all terms and conditions before entering into this Agreement, but here is a partial list of some of the terms that Ride Fiik wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS AND A BINDING ARBITRATION AGREEMENT THAT LIMIT YOUR LEGAL

RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW.

The Vehicle must be locked at the conclusion of the ride. If the Vehicle is not locked, the trip will continue, and You will continue to be charged. The max charge for a single trip is \$100 for 24 hours. For more details, please refer to Section 2.3 below.

Upon conclusion of Your ride, the Vehicle must be parked at a lawful parking spot, i.e. the Vehicle cannot be parked on unauthorized private property or in a locked area or in any other non-public space. All applicable laws (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric Vehicles) must be obeyed, including any helmet or other protective gear laws in Your area. You must promptly report any damaged or malfunctioning Vehicles to Ride Fiik via the Ride Fiik mobile application (the “Ride Fiik App”) or via e-mail at help@ridefiik.com. Ride Fiik and its Owner Affiliates expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

1. GENERAL RENTAL AND USE OF VEHICLE.

1.1 Rider is Sole User. Ride Fiik, its Owner Affiliate and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the location.

1.2 Rider is At Least 18 Years. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, and is reasonably competent and physically fit to ride the Vehicle. You can find materials on the Vehicle operation here. This information may be updated periodically. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Ride Fiik Owner Affiliates. Rider agrees that the Vehicle and any equipment attached thereto, at all times, remain the exclusive property of Ride Fiik Owner Affiliates. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other attached equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in

any way. You must not use a Vehicle, or other attached equipment, for any advertising or other commercial purpose without the express written permission of Ride Fiik.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed.

1.6 Vehicle May be Used and/or Operated only in the Geo Fenced area indicated on the Ride Fiik App. Rider agrees to only use, operate, and/or ride the Vehicle in metropolitan areas.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Ride Fiik Services.

1.8 Prohibited Acts. Rider agrees to the following: Ride Fiik recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance or impair safe operation of the Vehicle. If You choose to use such an item, Ride Fiik recommends that You ensure the item fits snugly to Your body and does not impede Your ability to operate the Vehicle safely. You must not place heavy objects on the handlebar of the Vehicle, such as heavy backpacks or bags. While riding a Vehicle, You undertake not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely. You undertake not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely. You undertake not carry any heavy or abnormally large carry-on, second person or child on a Vehicle. You may only use locking mechanisms provided by Ride Fiik. You may not add another lock to the Vehicle or lock a Vehicle to anything. The Vehicle must be parked at a lawful parking spot, in an upright position using the kickstand. The Vehicle cannot be parked on unauthorized private property, in a locked area, or in any other unapproved non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down. The Vehicle must be parked in a space that is visible.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle (220 pounds).

1.11 No Tampering. You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Ride Fiik Services other than as specified in this Agreement.

1.12 Reporting of Damage or Crashes. Rider must report any accident, crash, damage, personal injury, or stolen or lost Vehicle to Ride Fiik as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle to Ride Fiik in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

1.14 Electric Vehicle. The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following: The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety). The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use. The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors. It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle. The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed. The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

1.15 Charging of Vehicle. If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement. Alternatively, in Rider's sole discretion, Rider may charge the Vehicle only by plugging a proper manufacturer-approved charging cord into an outlet that may be lawfully used for such purpose. Rider agrees to follow all laws and rules pertaining to the charging of the Vehicle, including all state and local laws and all public and private rules and regulations pertaining to the area and to the property where Rider is charging the Vehicle. Rider agrees that he/she is responsible for all costs, charges, fees, expenses, penalties, and fines associated with the charging of the Vehicle, and that Ride Fiik will not reimburse

Rider for such. Consistent with Section 1.15, Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to charging of the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Ride Fiik and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

2. PAYMENT AND FEES.

2.1 Fees. Rider may use the Vehicle on a pay per ride basis or as otherwise in accordance with the pricing described in the Fiik mobile application. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Ride Fiik. Ride Fiik will charge the Rider (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement.

2.2 Promo Codes. Promo codes (discounts) are one-time offers and can be redeemed only via the Fiik App. Ride Fiik reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

2.3 Maximum Rental Time and Charges. Maximum rental time is 10 hours. Rider agrees that Rider will deactivate the Vehicle rental within 10 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking of the Vehicle. The maximum day charge is \$100 and is based on a calendar day. After return of the Vehicle, Rider will be charged the accumulated rental charges, or the maximum day charge, whichever is less. Vehicles not returned (locked and a ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to \$500 and a police report may be filed. Ride Fiik may also charge a service fee of \$25 for rentals in excess of 10 hours where the Vehicle is not lost or stolen.

2.4 Valid Credit Card or Debit Card. To be registered to use the Ride Fiik Services, Rider must provide Ride Fiik with a valid credit or debit card number and expiration date. Rider represents and warrants to Ride Fiik that Rider is authorized to use any credit or debit card Rider furnishes to Ride Fiik. Rider authorizes Ride Fiik to charge the card for all fees incurred by Rider. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Ride Fiik. If Rider disputes any charge on Rider's credit or debit card account, then Rider must contact Ride Fiik within 10 business days from the end of the card billing period at dispute@ridefiik.com with the disputed charge, and provide to Ride Fiik all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and

ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Ride Fiik of all changes relating to the card.

2.5 Pick Up Fees. If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Ride Fiik Owner Affiliates, Ride Fiik, at its sole discretion, may choose to charge You a pick-up fee up to \$80. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge (currently \$80.00) to recover the Vehicle. Fees are subject to change.

3. ADDITIONAL TERMS OF USE.

3.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service at alert@ridefiik.com to notify Ride Fiik of any problems.

3.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 10 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than thirty feet after a rental has ended and Ride Fiik believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Ride Fiik in its reasonable, good faith determination that a Vehicle has been lost or stolen. Ride Fiik and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Ride Fiik in its reasonable, good faith determination. If Ride Fiik deems a Vehicle lost or stolen, Ride Fiik shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Ride Fiik's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Ride Fiik immediately or as soon as possible at alert@ridefiik.com.

3.3 Helmets; Safety. Ride Fiik recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. Ride Fiik and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Ride Fiik Services, whether or not Rider is wearing a helmet at the

time of injury. Rider assumes all risk of not wearing a helmet or other protective gear. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

3.4 Vehicle Routes. Rider agrees that Ride Fiik does not provide or maintain places to ride Vehicles, and that Ride Fiik does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

3.5 Limitations on Vehicle Rental. Rider agrees that Ride Fiik is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Ride Fiik provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

3.6 Limitations on Availability of Ride Fiik Services. Ride Fiik makes every effort to provide Ride Fiik Services 365 days per year, but does not guarantee that Ride Fiik Services will be available at all times, as unforeseen events or other circumstances might prevent Ride Fiik from providing the Ride Fiik Services. Access to Ride Fiik Services is also conditioned on the availability of Vehicles. Ride Fiik does not represent or warrant the availability of any of Ride Fiik Services or the availability of any Vehicle at any time. Rider agrees that Ride Fiik may require Rider to return a Vehicle at any time.

4. TERMINATION.

4.1 Termination by Ride Fiik. At any time and from time to time, and without Rider's consent, Ride Fiik may unilaterally terminate Rider's right to use the Ride Fiik Services, in Ride Fiik's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Ride Fiik Services at any time; furthermore (i) at its discretion no refund will be provided by Ride Fiik, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Ride Fiik Services, regardless of how the Agreement is terminated.

5.1 Confidentiality of Information; Privacy Policies. You understand and agree that all personal information that is held by Ride Fiik and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Ride Fiik in accordance with its privacy policy located at www.ridefiik.com/privacy

6. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and

unconditional consent to Ride Fiik and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Ride Fiik Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Ride Fiik and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Ride Fiik Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Ride Fiik may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

7. Notice. Ride Fiik may be contacted by emailing help@ridefiik.com.

8. Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Florida, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of Florida and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Miami.

9. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

9.1 Initial Dispute Resolution Rider Support is available via the app to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

9.2 Binding Arbitration If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the

parties' relationship with each other shall be finally settled by binding arbitration administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Ride Fiik will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

9.3 Location The arbitration will take place in a mutually agreed upon location.

9.4 Class Action Waiver The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

YOU AND RIDE FIIK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

9.5 Litigation of Intellectual Property and Small Claims Court Claims Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

9.6 Right to Opt Out You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Ride

Fiik, 4624 N. Powerline Road, Pompano Beach, Florida 33073. The notice must be sent within 30 days of the effective date or your first use of the Service, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Ride Fiik also will not be bound by them.

9.7 Changes to this Section Ride Fiik will provide prior written notice of any changes to this section. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period. For any dispute not subject to arbitration you and Ride Fiik agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Miami, Florida. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

10. Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12. Final Agreement; Modification by Ride Fiik. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, Ride Fiik may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the Ride Fiik Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Ride Fiik will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.

13. Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

14. Voluntary Execution of this Agreement. This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Ride Fiik. Rider acknowledges that he/she

(a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK. In exchange for Rider being allowed to use Ride Fiik Services, Vehicles, and other equipment or related information provided by Ride Fiik and / or its Owner Affiliates, Rider agrees to fully release, indemnify, and hold harmless Ride Fiik and all of its owners, managers, affiliates, partners, subsidiaries, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) with which the operators have contracted with to provide Ride Fiik Services, and every sponsor of any of the Ride Fiik Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Rider's use of the Ride Fiik Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Ride Fiik Services, including any of the Vehicles, placement, equipment, maintenance, related information, this agreement or (b) Rider's use of any of the foregoing. To the fullest extent permitted by law, and as to Rider's use of any of the Ride Fiik Services, Vehicles, or related equipment, Ride Fiik and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Ride Fiik Services, Vehicles, and related equipment are provided "as is" and "as available," and Rider relies on them at Rider's own risk. Rider is aware that Rider's use of any of the Ride Fiik Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to: vehicles and other objects; pedestrians; traffic; Vehicle or component malfunction; road conditions; weather conditions; failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7; commission of any of the prohibited acts listed in Section 1.8; failure to perform the required safety check pursuant to Section 3.1; failure to wear a helmet where required by law; and negligent acts or omissions by Ride Fiik, any other Released Person, Rider, or third party. Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the

Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Ride Fiik, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Ride Fiik Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.

RIDER ACCEPTANCE OF AGREEMENT I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle and am reasonably competent and physically fit to ride the Vehicle. I certify that I am the Rider, I am 18 years old or over, I will wear a helmet and any other safety gear where required by law, I will not ride a Fiik branded scooter with another occupant or an unreasonably heavy load, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

ORDINANCE NO. 2020-8157

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, INSTITUTING A TEMPORARY MORATORIUM ON THE COMMERCIAL RENTAL AND LEASE, AND USE OF RENTED AND LEASED, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, MICROMOBILITY DEVICES AND MOTORIZED SCOOTERS; PROVIDING FOR LEGISLATIVE FINDINGS, DESIGNATION OF THE TEMPORARY MORATORIUM, CONFLICTING ORDINANCES, SEVERABILITY, ENFORCEMENT, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Section 166.021, Florida Statutes, provides that municipalities have governmental, corporate, and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, pursuant to the Florida Constitution, a city may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," reinforces the authority granted under the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and to enact ordinances in further thereof, including its policing and regulatory powers; and

WHEREAS, the City of Jacksonville Beach ("City") is experiencing the unusual presence and increasing use of commercially rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the downtown area of the City; and

WHEREAS, Section 316.003(23), Florida Statutes, defines an electric personal assistive mobility device as any self-balancing, two-nontandem-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (1 horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour, and electric personal assistive mobility devices are not vehicles as defined in this section; and

WHEREAS, Section 316.003(39), Florida Statutes, defines a micromobility device as any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground, and the term includes motorized scooters and bicycles; and

WHEREAS, Section 316.003(46), Florida Statutes, defines a motorized scooter as any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground, and the term does not include an electric bicycle; and

WHEREAS, Section 31-5(l) City Code of Ordinances prohibits micromobility devices and motorized scooters from being operated on sidewalks, sidewalk areas, and the promenade or public boardwalk adjacent to the bulkhead line; and

WHEREAS, City staff and City law enforcement officers have observed users of electric personal assistive mobility devices, micromobility devices, and motorized scooters riding in an unsafe manner, riding on sidewalks, the beach boardwalk promenade, pavilion paths and park areas, failing to observe traffic control devices, and neglecting to stop at intersections with stop signs, failing to yield to pedestrians, and other dangerous maneuvers that have put people at risk; and

WHEREAS, local commercial vendors who rent these devices and scooters have advised police department officials that although they were not prepared for the immense popularity of these devices and scooters, they intend to obtain more such devices and increase rentals at hotels and store fronts throughout the City; and

WHEREAS, there appears to be no organized management or control of the devices and scooters that are being used in the City and that are being left in areas throughout the City when the user discontinues use; and

WHEREAS, with this sudden occurrence of the large number of devices and scooters, and their rampant uncontrolled use, the City has found it necessary to issue this ordinance concerning this emergent special condition in the interest of public health, safety, and welfare and for protection of the users of the devices and scooters; and

WHEREAS, Section 316.008(1)(t), Florida Statutes, authorizes local authorities to reasonably exercise their police powers to adopt and enforce such temporary or experimental regulations as may be necessary to cover emergencies or special conditions; and

WHEREAS, Section 316.2068(5), Florida Statutes, authorizes a municipality to regulate the operation of electric personal assistive mobility devices on any road, street, sidewalk, or bicycle path under its jurisdiction if the governing body of the municipality determines that regulation is necessary in the interest of safety; and

WHEREAS, Section 316.2128(1), Florida Statutes, provides that a local government through the exercise of its powers under Section 316.008, Florida Statutes, may regulate and govern the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; and

WHEREAS, Section 166.041(3)(b), Florida Statutes, allows the governing body of a municipality to, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of paragraph (a) of this subsection which requires that an ordinance be publicly read on at least two separate days among other notice and opportunity for interested parties to be heard with respect to the proposed ordinance; and

WHEREAS, City Code of Ordinances Section 2-55 –*Emergency measure* provides in pertinent part an emergency measure is an ordinance or resolution to provide for the immediate preservation of the public peace, property, health, or safety, and an emergency measure may be enacted without complying with the requirements of Section 2-54 “Reading and Notice”; and

WHEREAS, at the City Council public briefing held on November 9, 2020, the City Council discussed the current and foreseeable problems and issues posed by this sudden special circumstance encountered in the City, and advised the City Manager and City Attorney that it desires to adopt a temporary moratorium on the commercial permitting, renting and use of rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, pursuant to the above cited laws the City also has the authority to impose a moratorium and pause the abounding expansion of rentals until such time as appropriate regulations are in place for the public health, safety and welfare; and

WHEREAS, City staff and the City police department are to continue researching and working on permanent solutions to these emergent special conditions during the temporary moratorium imposed by this Ordinance, including but not limited to permitting and licensing regulations, zoning regulations, police powers regulations, traffic safety, and public safety; and

WHEREAS, during the temporary moratorium imposed by this Ordinance, the City Council desires an opportunity to hear input from local residents, businesses, and City departments to better prepare and take any steps necessary for the adoption and implementation of permanent regulations to address these emerging matters; and

WHEREAS, it is not the purpose or intent of this Ordinance to restrict or deny the use of personally owned electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City, if they are operated consistent with Florida Law and City Code; and

WHEREAS, it is not the purpose or intent of this Ordinance to adversely affect the local businesses that lawfully engage in the business or intend to lawfully engage in the business of leasing or renting electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, the City intends to effectively determine the best approach to permit and govern the leasing, rental, and use of electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, the City finds a legitimate public purpose and it is in the best interests of the public health, safety, and welfare to impose a temporary moratorium on the commercial leasing, rental, and use of commercially rented or leased electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City until such time as appropriate City regulations are in place.

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

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

SECTION 2. TEMPORARY MORATORIUM. A temporary moratorium is imposed on the commercial leasing, rental, and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City. While this temporary moratorium is in effect, the City shall not authorize, allow, accept, process, or approve any application relating to the operation or commercial leasing and renting of these devices and scooters. This moratorium applies to any business that operates out of a hotel, motel, store, vendor stand, or any other local business location in the City, and to any online business operation that makes these devices and scooters locally available for rent or lease in the City. Nothing in this Ordinance shall be construed as a limit on the lawful use of privately owned devices and scooters. Those individuals who use their privately owned devices and scooters are required to follow all Florida Laws and City Ordinances relating to these devices and scooters. This moratorium is imposed pursuant to the City's police and regulatory powers to protect the public health, safety, and welfare of the community at large. The moratorium imposed by this Ordinance shall remain in effect for a period of 12 months from its effective date or until it is repealed by the City Council as part of its adoption of permanent regulations, whichever is sooner.

SECTION 3. ENFORCEMENT. The City's code enforcement officers, law enforcement officers, or any other person authorized to enforce ordinances in the City, may enforce the provisions of this Ordinance. Any enforcement action or legal remedy available under controlling state law, including but not limited to, prosecution as a code violation with a fine not exceeding \$500.00 per violation, may be imposed as a penalty against the business and/or individual violator. The City may prosecute any violation of this Ordinance through the City's Special Magistrate. Nothing contained herein shall prevent the City from taking such other lawful action in law and equity as may be necessary to remedy any violation of, or refusal to comply with, any part of this Ordinance, including but not limited to:

- a. Code enforcement action pursuant to City of Jacksonville Beach Ordinances against a business and/or individual;
- b. Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction against a business and/or individual;
- c. Initiating an action against a business and/or individual to recover any and all damages that may result from a violation of, or a refusal to comply with, any part of this Ordinance; or

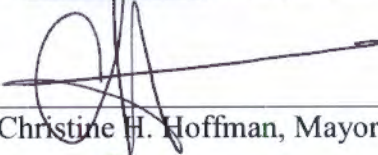
- d. Utilizing any other action or enforcement method allowable by law.

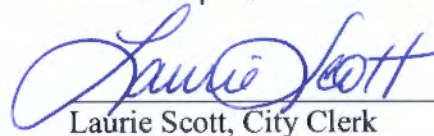
SECTION 4. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance or parts thereof previously adopted or entered by the City in conflict with this Ordinance are temporary suspended to the extent inconsistent herewith and until a future ordinance is permanently addresses the subject matter.

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect and be enforceable in all aspects beginning seven days from the reading and approval date by the City Council for the City of Jacksonville Beach as authenticated herein.

AUTHENTICATED THIS 21st DAY OF December, A.D., 2020.


Christine H. Hoffman, Mayor


Laurie Scott, City Clerk



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

CITY COUNCIL BRIEFING TOPIC	
TO:	Mayor and City Council
FROM:	Chris Ambrosio, City Attorney
DATE:	January 20, 2021
SUBJECT:	Ordinance No. 2020-8155
	Chapter 5 – Animal Code

BACKGROUND

As part of the effort to improve the City of Jacksonville Beach Code of Ordinances, the City Animal Control Officers (“Officers”) and the City Attorney created Ordinance No. 2020-8155 (“Ordinance”). The Ordinance is a full revision of Code of Ordinances Chapter 5 “Animal Code”. Currently, Chapter 5 is outdated and lacking contemporary animal codes. Many portions of Chapter 5 are inadequate and not functional for the Officers. Additional Code provisions are needed to enable the Officers to better perform their duties and tasks, to provide better animal management, improve animal control department operations, strengthen code and law enforcement, and enhance services to City residents and animals. The Ordinance proposes a complete repeal and replacement of Chapter 5 will serve the health, safety, and general welfare of the community and improve protection and control of animals in the community.

The Ordinance constitutes a repealed, replaced, renamed, and revised Chapter 5. The new Chapter will: (a) provide improved and more applicable definitions of terms; (b) reorganize sections; (c) address animal behavior and nuisances; (d) provide for contemporary animal control, regulation, and enforcement; (e) provide animal control officers with greater codified and clarified authority to enforce regulations; (f) revise the dangerous dogs sections; (g) address leash requirements; (h) address commercial animal establishments; (i) address animal cruelty, neglect, abandonment, impoundment, surrender, and redemption; and (j) address dogs in dining areas of public food establishments.

After a Council briefing was provided by the Officers, the first reading on the Ordinance was held on December 7, 2020. The first reading was deferred so that a City Council briefing could provide Council with an opportunity to have more in-depth conversation on its content and to better understand the extent of changes that are proposed. The City Manager disseminated Council Member Golding’s memorandum to all Council Members.

To assist with the tracking of changes made to Chapter 5, Animal Control Officer Riley Jacobs provides the attached comparison chart of the current Chapter 5 and the proposed Ordinance.



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Additionally, part of the Chapter 5 overhaul contemplates the leash law regulations for animals in public places and on the beach. A leash law regulations comparison chart of Jacksonville Beach, Atlantic Beach and Neptune Beach is attached.

FINANCIAL IMPACT

The financial impact of these chapter revisions cannot be determined at this time due to the indeterminate number of fines that may arise from enforcement actions. Staff will monitor all financial transactions from enforcement activities to ascertain any emerging trends.

COUNCIL DIRECTION REQUESTED

- Does City Council desire to revise or amend the proposed Ordinance No. 2020-8155?
- Does City Council desire to change the current City leash regulations?

ATTACHMENTS

- Proposed Ordinance No. 2020-8155
- Comparison Chart of Current Code versus Proposed Ordinance
- Jacksonville Beach, Atlantic Beach and Neptune Beach Leash Law comparison chart

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

ORDINANCE NO. 2020-8155

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

WHEREAS, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance and the authority to exercise the powers herein 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 5 – *Animals and Fowl* contains outdated and inapplicable articles and sections, and requires revision and additions; and

WHEREAS, the City Police Department Animal Control Officers request and recommend changes to the City animal code to provide for reorganization of the Chapter, modernized regulations, more definitions of terms, increased enforcement authority for officers, improved enforcement procedures, improved regulations addressing dangerous dogs and impounding measures, abatement of nuisances caused by animals, and to address animal mistreatment; and

WHEREAS, Section 767.14, Florida Statutes provides that the Dangerous Dog Act does not limit any local government from adopting an ordinance to address the safety and welfare concerns caused by attacks on persons or domestic animals, placing further restrictions or additional requirements on owners of dogs that have bitten or attacked persons or domestic animals, or developing procedures and criteria for the implementation of the Act, provided that no such regulation is specific to breed and that the provisions of Act are not lessened by such additional regulations or requirements; and

WHEREAS, municipal ordinances regulating the keeping, care, custody, and control of animals within the municipal limits is a valid exercise of the police powers delegated to a municipality; and

WHEREAS, municipalities possess general statutory authority to regulate the keeping of domestic animals; they also possess a broader power to regulate in this area from their authority to maintain the health, safety, and general welfare of the community and the right to abate nuisances; and

WHEREAS, municipalities may exercise their police power to regulate pet ownership so long as the ordinance is reasonable and the means employed are necessary to accomplish a legitimate governmental interest; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes, provides for appropriate means of animal protection and control, and is in the best interests of the public health, safety, and welfare of the citizens of the City.

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

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

SECTION 2. REPEAL. CITY CODE OF ORDINANCES CHAPTER 5 – ANIMALS AND FOWL IS HEREBY REPEALED IN ITS ENTIRETY.

SECTION 3. REPLACE. CITY CODE OF ORDINANCES CHAPTER 5 – ANIMALS AND FOWL IS HEREBY REPLACED ENTIRELY WITH THE FOLLOWING TITLE, ARTICLES, DIVISIONS, AND SECTIONS:

CHAPTER 5. – ANIMAL CODE

ARTICLE I. - IN GENERAL

Sec. 5-1. Purpose and intent of chapter.

It is the purpose and intent of this chapter to: a) establish regulations and requirements for the public health, safety, and welfare, and animal welfare; b) establish requirements and regulations for owners and handlers of animals within the corporate limits of the City; and c) create enforcement procedures and penalties for failure to comply with any provision of this chapter.

Sec. 5-2. Definitions.

For purposes of this chapter, the following words, terms, and phrases shall have the following meanings:

Allow or Permit, in addition to their common meanings, also means any failure to take reasonable proactive measures to restrict the animal from engaging in any activity prohibited by this chapter.

Animal means any live vertebrate creature including mammals, birds, reptiles, amphibians, and fish, but not humans.

Animal Control (“AC”) means the City’s Animal Control Division of the City’s Police Department, acting alone or in concert with other local governmental units authorized to enforce the animal control laws of the City, county, or state.

Animal Control Officer (“ACO”) means any person employed or appointed by the City who is authorized to investigate, on public or private property, and enforce violations relating to animal control or cruelty under the provisions of this Ordinance, and to issue citations as provided in this

Ordinance, and also includes any state or local LEO as defined in Section 943.10, Florida Statutes. An ACO is not authorized to bear arms or make arrests; however, such officer may carry a device to chemically subdue and tranquilize an animal, provided that such officer has successfully completed a minimum of 16 hours of training in marksmanship, equipment handling, safety and animal care, and can demonstrate proficiency in chemical immobilization of animals in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association.

Animal rescue organization means humane society or other duly incorporated nonprofit organization lawfully authorized to conduct business in the State of Florida and operated as a bona fide charitable organization under Section 501(c)(3) of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned, injured, or surrendered animals and which does not breed animals and which obtains its animals through donation only.

Animal shelter means any public or private organization existing for the purpose of the prevention of cruelty to animals and/or for the sheltering of animals and that is incorporated or chartered under the laws of the State of Florida or established by legislation, and also includes a person who rescues, shelters, or provides a foster home facility, any of which places animals for adoption, whether for a fee, a donation, or for free.

At large means that an animal is off the property of its owner and not leashed, unless restrained by leash or tether of appropriate length or other physical control device, such that the animal is under the physical control of a responsible person, and: (i) the animal has entered upon the property of another person without authorization of that person; or (ii) the animal has entered onto public property, a street, or right-of-way. If the owner's, leaser's, or renter's property is located within a community association or other common property arrangement, it shall also be considered off the owner's, leaser's, or renter's property if the animal leaves the owner's enclosed land or yard surrounding his/her house or dwelling and onto common property, unless such property is clearly designated as an 'off-leash' area. An animal on a retractable or other trolley leash system shall be considered at large if the leash is extended beyond eight feet in length since adequate physical control cannot be maintained over the animal.

Beach or Beaches means all that part of the Atlantic Ocean beach lying between the bulkhead line on the west and the Atlantic Ocean on the east and extending to the City limits on the north and the south.

Bite means any contact between an animal's mouth and teeth and the skin of a bite victim which causes visible trauma, such as a puncture wound, laceration, or other piercing of the skin.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means a copy of a notarized affidavit of verification from the source from which the cat or dog was obtained.

City means the City of Jacksonville Beach, Florida.

Community cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear tipped; qualified community cats are exempt from licensing, stray and at-large provisions of this ordinance and may be exempt from other provisions directed toward owned animals.

Control or physical control means adequate domination or power to influence/oppress the actions of the animal to prevent the animal from engaging in biting, aggression towards people or animals, straying, being at large, or other behaviors regulated by this Ordinance or state law by the use of a proper leash or similar device attached to an appropriate collar or harness. To maintain physical control the animal must be on a leash not to exceed eight feet at its maximum extension. Animals on longer leashes or similar devices extended beyond eight feet shall be considered not under physical control and may be subject to being treated as at large for provisions of this ordinance. Nothing in this definition is intended to prevent dogs being on training leashes or while engaged in other appropriate activities under adequate, responsible adult supervision where care is taken to assure control as needed is available to prevent violations of this ordinance.

Coop means a structure with nesting boxes where hens can lay eggs and perches where hens can sleep, with a roof.

Cruelty means every act, omission, or neglect whereby pain or suffering is caused to an animal.

Dangerous dog means any dog that according to the records of the appropriate authority:

- a. Has aggressively bitten, attacked, or endangered, or has inflicted severe injury on a human being on public or private property;
- b. Has more than once severely injured or killed a domestic animal while off the owner's property; or
- c. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Dog means an animal of the Canidae family of the order of Carnivora.

Domestic animal means an animal of a tamed species commonly kept as pets and includes livestock.

Enclosure means any structure with at least three walls, a roof, and floor in adequate condition as not to endanger the safety of the animal and as to provide necessary protection of the animal from weather conditions. An enclosure must be properly located so that it does not allow for standing water to pool inside the enclosure following any weather event or other water intrusion. For pets not declared dangerous, a residence may be considered a proper enclosure; different rules as specified in this chapter apply to a "proper enclosure" for declared dangerous dogs.

Enclosed pen shall mean a fenced or wire enclosure used to contain female hens.

Feral means a wild animal that exists in an untamed state or that has returned to an untamed state generally not socialized to human contact and is no longer considered domesticated.

Harbor means the act of caring for and keeping an animal, or the act of providing a premises or residence to which the animal returns for food, shelter, or care for a period of at least 10 days, or at the point where the caregiver is providing the primary source of sustenance for the animal, whichever time is shorter. If the City establishes a program for the maintenance of feral or community cats, those persons maintaining those cats will be regulated in accordance with such program.

Hen shall mean a female chicken of the species gallus domesticus.

Hobby breeder means a person or entity that is an active member of a national, state, or local breeder organization and that houses or breeds dogs or cats at or adjoining a private residence for the purpose(s) of: improving the breed; exhibiting dogs or cats at shows operated by a national, state or local breeder organization; or raising service animals or animals used for law enforcement or other types of work. A hobby breeder may sell no more than two litters of puppies or kittens per 12 month period, per household. A hobby breeder that sells more than two litters per 12 month period, per household shall be deemed to be a pet dealer, as defined herein.

Household pet means an animal including, but not limited to: domesticated dog; bird; domesticated cat; rodent, such as a gerbil, guinea pig, hamster, domesticated mouse, and domesticated rat; domesticated or European ferret; rabbit; fish; non-venomous reptile and amphibian; that is kept as subordinate to residential use for the purpose of providing human companionship. The following animals are not considered household pets: feral animals; poultry; livestock; and hooved animals of any kind, including but not limited to, miniature horse, miniature goat and teacup pig.

Impound or impoundment means seizing and confining an animal by any LEO, ACO, or any other public officer to enforce the provisions of this Ordinance.

Law Enforcement Officer (LEO) means any state certified law enforcement official.

Leash means a strap or cord that would not cause cruelty or neglect used to restrain, guide, and control an animal by attaching it to a collar, harness, or halter.

Livestock means horses, mules, cows, bovines, cattle, hogs, goats, sheep, swine, ducks, geese, turkeys, peafowl, doves, and roosters.

Muzzle means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of a dog that prevents the dog from biting any person or other animal and that does not interfere with its respiration.

Neglect means depriving an animal of sufficient food, sufficient water, shelter, or medical treatment, or allowing an animal to live in an environment when such deprivation or environment

causes the animal's physical health to be significantly impaired, or to be in danger of being significantly impaired.

Owner means any person or household possessing, keeping, having an interest in, or having control or custody of an animal, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her; a person must be age 18 or older to be considered the legal owner of an animal. If a person under the age of 18 is considered the custodian or caretaker of the animal, the parents or legal guardians shall be considered the legal owner of the animal and responsible for all matters involving that animal. There shall be a rebuttable presumption that the person's name appearing on the animal's registration or radio frequency identification device (RFID), commonly known as a "microchip," is the owner.

Person means any individual person, firm, corporation (and the knowledge and acts of agents and employees of corporations in regard to animals transported, owned, employed by or in the custody of a corporation, shall be held to be the knowledge and act of such corporation), or other organization.

Pet dealer means any person that, in the ordinary course of business, engages in the sale to the public of more than two litters, or 20 dogs and cats collectively, in a 12 month period, whichever is greater. Animal rescue organizations and breeders shall be exempt from this classification.

Pet mill means a facility where cats and/or dogs are bred for selling them and where any one of the following conditions is found to exist:

- a. More than 20 dogs under the age of 12 weeks or more than 20 cats under the age of 16 weeks are kept at the facility at a single time;
- b. No genetic or heredity health testing appropriate for the breed is conducted;
- c. Two or more long term (over one year) guarantees are not honored;
- d. A single female is bred every cycle;
- e. A single female is bred more than five times in her lifetime;
- f. There are no records of the dog or cat's parents' origin. More than a total of eight intact (not spayed or neutered) dogs and cats are kept at the facility over the age of six months.

Pet store means a pet shop, pet groomer, pet beauty parlor, or other retail establishment open to the public and engaging in the business of selling pet supplies and/or services and/or offering for sale and/or selling animals at retail. This definition includes mobile businesses and brick and mortar stores.

Pet store operator means a person who owns and/or operates a pet store.

Poultry means any domestic fowl, including but not limited to chickens, turkeys, ducks, and geese, kept by any person for their eggs, meat or feathers.

Proper enclosure means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen, fenced yard, or structure measuring at least six feet wide by 12 feet long by six feet high (6'W x 12'L x 6'H), capped if there is a dog house inside

or if the dog can climb the fence, to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and shall be constructed in a way to prevent the dog from escaping over, under, or through the structure, and shall provide protection from the elements.

Provoked or Provocation means any action or activity, whether intentional or unintentional, which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner similar to that shown by the evidence.

Quarantine or 10-day quarantine means confining an animal for observation of any symptoms of rabies, which confinement is typically for a 10-day time period from the date of the bite, scratch or other potential rabies exposure, unless a longer time period is required pursuant to state regulations and guidelines.

Rabies means an acute, fatal, infectious disease of the central nervous system that is transmitted when the introduced into bite wounds, open cuts in skin, or onto mucous membranes.

Radio frequency identification device (“RFID”), commonly referred to as a “microchip,” is a device about the size of a grain of rice encased in surgical glass that is implanted underneath the skin of a dog, cat, or other animal that when scanned produces a unique number that identifies the animal and its owner (if properly registered). When present, an RFID with registration information shall be considered the primary indication of ownership.

Responsible person means a person at least 18 years old who is familiar with the dog and has the size and experience to be able to keep the dog under complete control at all times.

Restraint means by leash, cord, chain, or other appropriate physical means.

Retail sale includes display, offer for sale, offer for adoption, barter, auction, give away, or other transfer of any cat or dog or other household pet.

Sanitary condition means a condition of good order and cleanliness to minimize the possibility of disease transmission.

Severe injury or severely injured means any physical injury that results in one or more broken bones, multiple bites, or one or more lacerations requiring sutures, or an injury requiring reconstructive or plastic cosmetic surgery.

Special Magistrate as defined in Chapter 2, Article VI, Section 2-170, and as empowered in Section 2-173, of the Code of Ordinances, means a member of the Florida Bar in good standing who is under contract with the City to conduct dangerous dog hearings with the authority to make a determination of whether the dog is dangerous, enforce the conditions of this Ordinance, impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective method of enforcing this code within the City where a pending or repeated violation continues to exist.

Stray means any animal that is found to be at large, whether lost by its owner or otherwise, or that is on the common areas of apartments, condominiums, or other multi-residential premises, and that does not have an identification tag and for which there is no identifiable owner.

Sufficient Food means access to proper food for the species of animal on a regular, ongoing basis in quantities sufficient to maintain a regular body weight as designated by objective measurement tools such as Body Condition Score (“BCS”) systems. As an example, regular body weight would be the “ideal” level (four or five) on the internationally recognized veterinary and animal welfare Purina Body Score System Chart. Animals under active, current veterinary care may deviate from the scale based upon the expertise of a licensed veterinarian.

Sufficient Water means access to clean, potable water on a regular, ongoing basis in quantities to prevent the animal from exhibiting signs of dehydration.

Transporting means shipping, carrying, importing, exporting, receiving, or delivering for shipment, transportation, carriage, or export.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion, or attacked by a dog.

Veterinarian means a health care practitioner who is licensed to engage in the practice of veterinary medicine in Florida under the authority of Chapter 474, Florida Statutes.

Wholesome exchange of air means sufficient ventilation or other means of air exchange adequate to prevent the accumulation of noxious odors and limit airborne disease transfer and adequate air movement in/through the structure.

Sec. 5-3. Bird sanctuary.

(1) The entire area embraced within the corporate limits of the City is hereby designated as a bird sanctuary. The City Manager is authorized to have the City so designated by appropriate signs.

(2) It shall be a violation to trap, hunt, or attempt to shoot or molest in any manner any bird or to rob birds’ nests; provided, however, if any birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property, then the birds may be destroyed in such numbers and in such manner as is deemed advisable by the City authorities.

(3) Any violations of this section will be reported to the Florida Fish and Wildlife Commission for further investigation/disposition.

Sec. 5-4. Noisy animals.

Any animal or fowl which persistently makes noises, or otherwise conducts itself in a manner which unduly excites and generally annoys citizens of the City is hereby declared to be a

public nuisance injurious to the public peace, order and welfare; and any person found guilty of keeping, maintaining, or aiding and abetting in the keeping or maintaining of any such nuisance, within the City, after three days' notice from the ACO or any police or health officer of the City to abate the same, shall be guilty of a misdemeanor.

Sec. 5-5. Livestock prohibited.

Livestock as defined in this chapter are prohibited within the corporate limits of the City.

Sec. 5-6. Livestock running at large prohibited.

It shall be unlawful for any person owning or controlling any livestock or poultry to allow same to run at large within the corporate limits of the City.

Sec. 5-7. Odors from coops or enclosed pens declared public nuisance.

Odors from coops or enclosed pens that can be detected by persons inhabiting residences or living quarters are hereby declared to be public nuisances. Such public nuisance shall be abated consistent with Chapter 19 of the Code of Ordinances of the City.

Sec. 5-8. Disposal of dead animals.

It shall be the duty of every owner, or agent of any owner, of any animal found dying or dead within the corporate limits of the City, to remove and bury, or otherwise satisfactorily dispose of such animal in a sanitary manner. Where the owner or agent of the owner of such dead animal is not known, then it shall be the duty of the person upon whose property such animal was found dead, to remove and bury such dead animal in a sanitary manner.

Secs. 5-9. - 5-22. - Reserved.

ARTICLE II. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 5-23. Animal control enforcement.

The provisions of this chapter shall be enforced by the ACO(s), LEO(s), and code enforcement officer(s) of the City of Jacksonville Beach, Florida. The powers and authority granted under this chapter shall be supplemental to the powers and authority already provided for by Florida Statutes, relating to local animal control regulations.

Sec. 5-24. Citations authorized; penalties provided.

(1) The City ACO or designee as approved by the City Manager shall have the authority to issue citations to those people whose pets are found to be in violation of this chapter.

(2) Violations of this chapter shall be punishable by fines as follows:

General: Violations of the provisions of this chapter are hereby declared to be civil infractions for which there may be imposed by the county court a maximum fine not to exceed \$500.00. Unless cited for a violation for which court appearance is mandatory, anyone cited with a violation of this chapter may pay a fine as contained within the actual section or, if no fine is listed, as specified below in lieu of appearing in county court. The fine specified shall be paid within the time specified below.

If a person fails to pay the civil fine within the time prescribed on the citation or fails to obtain a court date, or having obtained a court date, fails to appear in court to contest the citation, then the person shall be deemed to have waived the right to contest the citation. In such cases, final judgment may be entered against the person in the maximum civil fine of \$500.00 allowed, which shall be payable within 60 days from the date of execution of the final judgment. Alternatively, the court may issue an order to show cause, requiring the person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court's directive, that person may be held in contempt of court in addition to having to pay the civil fine, court costs, and restitution, as applicable.

- a. First offense (the current offense is a first offense if there have been no other citations in the preceding 36 months): \$50.00;
- b. Second offense (the current offense is a second offense if there has been only one previous citation within the preceding 36 months): \$150.00;
- c. Third offense (the current offense is a third offense if there have been two previous citations within the preceding 36 months): \$250.00;
- d. Fourth and subsequent offenses (the current offense is a fourth or subsequent offense if there have been three or more previous citations within the preceding 36 months): \$500.00 and a mandatory court appearance. For citations involving a mandatory court appearance, the citation shall specify that the court appearance is mandatory. If a person so cited fails to appear within the time prescribed in the citation to obtain a court date or having a court date, fails to appear in court, a default judgment may be entered against the person in the maximum civil fine payable within 60 days from the date of execution of the final judgment.
- e. Anyone cited with a violation of this chapter who pays the required fines and then goes three years with no offenses shall return to the status of having no prior offenses for the purposes of this chapter.
- f. An additional fine of \$100.00 for any violation involving a dog or cat in heat.

(3) A \$5.00 surcharge shall be assessed and collected upon each civil penalty imposed for violation of an ordinance relating to animal control, cruelty, or neglect.

(4) The ACO or LEO shall have the authority to cite the owner or any person having custody of an animal for a violation of this chapter when and only when:

- a. The officer has received from an adult witness a sworn affidavit attesting to the animal having committed a violation pursuant to this chapter; or
- b. The ACO, LEO or other person duly authorized to enforce the provisions of this chapter has witnessed the commission of a violation under this chapter.

Sec. 5-25. Authority to enter private property.

An ACO is authorized to enter upon any private property that is unfenced, or that is fenced but with a gap, opening or indentation, or with a gate that is not closed and locked, for the purpose of investigating a complaint of violation of this chapter, or for the purpose of seizing and impounding any animal that is stray or at large, or as otherwise authorized by this chapter; however, an ACO is not authorized to enter a dwelling without the owner or resident's permission, or without a warrant or under other authority. When probable cause exists, an ACO may enter any property or curtilage or to perform his or her duties under this chapter.

Sec. 5-26. Interference with authorized personnel in performance of duties.

(1) No person shall interfere with, hinder, prevent, impede, threaten, or molest any ACO, LEO, health officer, or impounding officer in the performance of any duty required by the provisions of this chapter.

(2) No person shall break open or assist in the breaking open of any fences, gates, fastenings, or enclosures of the impounding vehicles and no unauthorized person shall remove or let loose any animal from the impounding vehicles.

Sec. 5-27. Misrepresentation of use or training of service dog.

In accordance with Section 413.08, Florida Statutes, a person who knowingly and willfully misrepresents themselves, through conduct or verbal or written notice, as using a service dog and being qualified to use a service dog, or as a trainer of a service dog, commits a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes, and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than six months.

Authorized personnel performing their duties required by the provisions of this chapter may ask if a purported service dog is required because of a disability and what work or task the dog has been trained to perform. Authorized personnel shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service dog. Generally, authorized personnel may not make these inquiries about a service dog when it is readily apparent that a service dog is trained to do work or perform tasks for an individual with a disability (e.g., the service dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable

mobility disability). Nothing in this section shall apply to matters related to employment or housing as regulated by Florida and/or federal law.

Sec. 5-28. Injury to animals by motor vehicles; reporting requirement.

Any operator of a motor vehicle that has injured a domesticated animal shall immediately notify the Jacksonville Beach Police Department or AC and advise as to the location of the injured animal. Failure to notify one of these authorities shall constitute a violation of this section punishable by a fine of \$50.00.

Sec. 5-29. Persons bitten by dogs or cats; report to police or health department required; when infection suspected; liability of City.

(1) If any person is bitten by a dog or cat within the corporate limits of the City then it shall become the duty of such person or the owner of the dog or cat with knowledge thereof, to report such incident to the police department of the City, or to the City health officer within 24 hours thereafter.

(2) Any animal reported to have bitten a person shall be kept in quarantine for such period of time and place as may be designated by the City health officer for the purpose of testing such dog for disease. Any animal suspected of being infected with rabies shall be released by its owner or custodian to the City health officer for laboratory analysis by a licensed veterinarian. No liability for compensation to the owner of such animal shall attach to the City by virtue of any procedure hereunder by the City health officer. All costs in connection with this section shall be borne by the owner of the animal.

DIVISION II – DANGEROUS DOGS

Sec. 5-30. Dangerous dogs; procedures for designating a dog as dangerous; actions following a designation.

(1) An ACO shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any ACO or LEO, desiring to have a dog classified as dangerous.

- a. An animal that is the subject of a dangerous dog investigation because of a severe injury to a human being may be immediately confiscated by the ACO, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.
- b. An animal that is the subject of a dangerous dog investigation which is not impounded with the animal control authority must be humanely and safely

confined by the owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

- a. The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.
- b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
- c. The dog was performing official duties for a law enforcement officer or law enforcement agency.

(3) After the investigation, the ACO shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalties under subsection (5). The ACO shall forward a report to the Special Magistrate with a recommendation that the dog be designated a dangerous dog. The Special Magistrate shall afford the owner an opportunity for a hearing prior to making a final determination regarding the classification or penalty. The Special Magistrate shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, Florida Statutes, relating to service of process. The owner may file a written request for a hearing regarding the dangerous dog classification, penalty, or both, within seven calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than five days after receipt of the request from the owner. In rendering his or her decision, the Special Magistrate may consider information and/or documentation provided by the ACO and any victims or witnesses including, but not limited to, written or verbal reports and/or statements, medical reports, photographs, and/or any other facts or details the Special Magistrate, in his or her sole discretion, determines will assist in his or her decision. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, or if the owner fails to appear for the hearing after requesting it, the determination of the Special Magistrate as to such matter shall become final. The Special Magistrate shall render a decision within 14 calendar days of the conclusion of the hearing. Such decision shall be in the form of a written order recorded with the City Clerk.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the Special Magistrate shall provide a written final order to the owner by registered mail, certified hand delivery or service in conformance with the provisions of Chapter 48, Florida Statutes, within seven calendar days after the order has been

recorded. The owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the ACO, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(5) The owner of a dog classified as a dangerous dog shall:

- a. Within 14 days after issuance of the final order classifying the dog as dangerous, or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from AC, and renew the certificate annually. AC is authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:
 - i. A current certificate of rabies vaccination for the dog;
 - ii. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property; and
 - iii. Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.
- b. Pay an annual fee of \$50.00 to the City before issuance of a certificate of registration.
- c. Immediately notify the appropriate animal control authority when the dog:
 - i. Is loose or unconfined.
 - ii. Has bitten a human being or attacked another animal.
 - iii. Is sold, given away, or dies.
 - iv. Is moved to another address.

Before a dangerous dog is sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The ACO must be notified by the owner of a dog classified as dangerous that the dog is in his or her jurisdiction.
- d. Not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

(6) An ACO shall immediately impound a dangerous dog if the owner fails to comply within the timeframes set forth in this article with any of the requirements for maintaining a dangerous dog. A dangerous dog impounded under this section may be redeemed by the owner upon the owner's compliance with all applicable provisions of this article and upon payment of impound fees, boarding fees, and applicable veterinary or other medical expenses. If the owner fails to comply with all applicable provisions and redeem the dangerous dog within 14 calendar days of the date the dog was impounded, the dog shall be euthanized in an expeditious and humane manner.

(7) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.

(8) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this article. Dogs that have been classified as dangerous may not be used for hunting purposes.

(9) The ACO or the Jacksonville Beach Police Department must be notified by the owner of a dog classified as dangerous under another jurisdiction's ordinances, or under provisions of Sections 767.11, 767.12, or 767.13, Florida Statutes, that the dog has been brought into the City. The owner, whether bringing said dangerous dog into the City temporarily, or for purposes of establishing residency within the City, shall comply with the provisions of this article.

(10) No dog declared dangerous shall be allowed in Paws Dog Park.

(11) A person who violates any provision of this section commits a noncriminal infraction, punishable by a fine not to exceed \$500.00.

Sec. 5-31. Attack or bite by dangerous dog; confiscation; destruction.

(1) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in Section 775.082, Florida Statutes, or Section 775.083, Florida Statutes. In addition, the dangerous dog shall be immediately confiscated by an ACO, placed in quarantine, if necessary, for the proper length of time, or impounded and held for 10 business days after the owner is given written notification under Section 5-29, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under Section 5-29. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(2) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as

provided in Section 775.082, Florida Statutes, Section 775.083, Florida Statutes, or Section 775.084, Florida Statutes. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for 10 business days after the owner is given written notification under Section 5-29, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under Section 5-29. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(3) If the owner files a written appeal under Section 5-29. or this section, the dog must be held and may not be destroyed while the appeal is pending.

(4) If a dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this section.

Sec. 5-32. Penalties.

(1) An owner of a dangerous dog who violates the provisions of Sections 5-29 or 5-30 shall be guilty of a misdemeanor, and, upon conviction, shall be punished by a fine not to exceed \$500.00 or imprisonment not to exceed 90 days, or both, for a first offense and not more than \$1,000.00 or imprisonment not to exceed 90 days, or both, for a second offense.

(2) An owner of a dangerous dog that causes serious injury to or kills a human being or a domestic animal without provocation shall be fined up to \$10,000.00.

(3) Civil fines, penalties, and fees may be imposed as alternative sanctions for any infraction of the provisions of this article, or the rules issued under authority of this article.

DIVISION III – NUISANCES

Sec. 5-33. General.

(1) Animals shall not be kept on property in a manner that causes any one or more of the following: creates unsanitary conditions; is a source of infestation by insects or rodents; creates physical conditions that endanger the health or safety of humans, that are detrimental to property values, or that tend to degrade the appearance of a neighborhood.

(2) Whenever an animal defecates upon any property not owned, leased, rented, or otherwise in the care, custody, or control of the animal's owner, the animal's owner shall immediately remove and properly dispose of feces. The only exception is by permission of the property owner.

(3) An owner shall remove and properly dispose of feces and other animal wastes on owner's property so as to avoid any nauseous odors that are irritating, annoying or offensive to a

person of normal sensibilities; or that are injurious to human, plant, or animal life; or that reasonably interfere with the use and enjoyment of property.

(4) No person shall maintain or feed any animal, domesticated or wild, in such manner that it: creates a nuisance; creates unsanitary conditions; is a source of infestation by insects or rodents; or creates physical conditions that endanger the health or safety of humans, that are detrimental to property values, or that tend to degrade the appearance of a neighborhood.

(5) A violation of this section shall subject the violator to a civil fine of no less than the amount designated in 5-24. Each separate incident is considered a separate violation. The ACO may cite the owner or custodian of such animal(s) for a violation of this section when either the ACO has received, from two or more unrelated adult witnesses residing at different residences or one adult witness with a recorded video or photograph showing the alleged violation, a sworn affidavit attesting to the nuisance of the owner or the animal(s) pursuant to this section, or the citing ACO has directly observed the commission of such nuisance.

Sec. 5-34. Noise.

(1) It shall be unlawful for the owner, or any person having temporary custody, of an animal or animals to allow or fail to restrain the animal(s), to bark, meow, whine, howl, or to make other sounds common to the species, persistently or continuously for a period of 20 minutes or longer when every animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably unobjectionable. For the purposes of this section, persistently or continuously shall mean nonstop utterances for 20 consecutive minutes with individual interruptions of less than 20 seconds at a time during the 20-minute utterances. This subsection shall not apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel or other animal facility.

(2) A violation of this section shall subject the violator to a civil fine of not less than the amount designated in 5-24. Each separate occasion is considered a separate violation. The ACO or LEO may cite the owner or custodian of the animal(s) for violation of such section when either the ACO or LEO has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with a recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to such section or subsection, or the citing ACO or LEO has witnessed the commission of such a nuisance. Affidavit(s) attesting to the nuisance must come from residents within a three-block radius (approximately 900 foot radius).

Sec. 5-35. Feeding of cats and dogs outdoors.

(1) Rules applicable to all dogs and cats, excluding managed community cats covered in subsection (2) below, are as follows:

- a. The feeding of cats and dogs outdoors shall take place primarily during daylight hours to minimize the risk of domestic-wildlife interactions that have increased potential of rabies exposure for the cats or dogs. Any food provided after daylight hours shall only be provided for such time required for feeding, and no longer than 30 minutes, after which it shall be removed.

- b. Feeding outdoors is only allowed when an appropriate amount of food for daily consumption of the cat(s) and/or dog(s) being cared for is provided. Food must be appropriately placed in a sanitary container sufficient for the cat/dog being fed. Automatic feeders that are properly maintained and secured may be used to dispense daily food rations and may be present during night hours.
- c. Dumping excess quantities of food on the ground, placing excess quantities in bowls or other containers, and leaving open food packages is prohibited.
- d. Feeding outdoors must take place on the property owned by the person placing the food or be done with the consent of the property owner. Feeding on public property, road right-of-ways, parks, common land of a multifamily housing unit, or any property without consent of the owner is prohibited.

(2) Community Cat Management Initiatives. The City recognizes the need for innovation in addressing the issues presented by feral, free-roaming, and other community cats. Toward that end, the City recognizes that there are community caregivers of cats, and acknowledges that properly managed community cats may be part of the solution to the continuing euthanasia of cats, and establishes the following requirements:

- a. All managed community cat colonies/groups must be maintained on private property of the caregiver, or with permission on the private property of another landowner (including city, state, and federal public property).
- b. All cats that are part of community cat management programs or considered feral must be sterilized, vaccinated against the threat of rabies, and ear-tipped (preferable on the left ear) for easy identification; if these requirements are met the community cat is exempted from licensing, stray, at-large, and possibly other provisions of this ordinance that apply to owned animals.
- c. If a person is providing care for community cats, he or she is required to provide certain necessities on a regular/ongoing basis, including, but not limited to, proper nutrition and medical care as needed. If medical care is unavailable or too expensive, the caregiver must not allow the cat to suffer.
 - i. Food must be provided in the proper quantity for the number of cats being managed and is to be supplied no less than once per day. Food must be maintained in proper feeding containers and removed after each feeding.
 - ii. Water, if supplied, must be clean, potable and free from debris and algae.
 - iii. If shelter is provided, it shall be unobtrusive, safe, and of the proper size for the cat(s).

(3) Violations of this Section are subject to a fine of not less than the amount designated in Section 5-24.

Sec. 5-36. Habitual nuisance.

(1) It shall be unlawful for the owner, or any person having temporary custody, of an animal or animals to permit the animal(s), either willfully or through failure to exercise due care or control, to commit a nuisance by running at large habitually; by chasing or running after vehicles or persons habitually; by trespassing upon public or private school grounds habitually; by trespassing on private property habitually and interfering with the reasonable use and enjoyment of the property; by barking habitually, or by making other objectionable animal noises habitually; or by doing any other thing habitually which is so offensive as to create a nuisance.

(2) For the purpose of this section, “habitually” means at least two separate occurrences within a time period of no more than 30 days.

Sec. 5-37. Damaging property of another; proof of violation.

(1) It shall be unlawful for any person who shall own or be in control of or in charge of any dog or cat, to allow or permit such dog or cat to wander at large or stray upon the property of another and damage such property.

(2) If any such dog or cat shall wander at large or stray upon the property of any person within the corporate limits of the City and shall cause damage thereon, proof of such damage and the identity of the dog or cat shall be sufficient to charge the person owning or having charge of or control of the dog or cat violating the terms and provisions of this section.

Sec. 5-38. Defecation disposal.

It shall be a violation for any owner or handler of a dog to allow such dog to defecate on any property within the City, including the beach, within the boundaries of the dog park in Wingate Park, other than the owner’s or handler’s private property, without immediately removing such defecation with a suitable material, utensil, or container, and depositing the defecation in a trash container.

DIVISION IV – LEASH REQUIREMENTS

Sec. 5-39. Running at large.

It shall be unlawful for the owner of any dog to permit or allow the dog to commit a nuisance or to be found running at large on any of the public streets, public rights-of-way, sidewalks, parks, playgrounds, alleys, beaches, or vacant lots in the City and such dog shall be picked up by the City or the designated authorized agent of the City and placed in a shelter for a period of not less than three days nor more than seven days, except the animal may be released sooner upon proper identification and upon the payment of impound and boarding fees. In the event any animal has to be tranquilized with chemical capture equipment, then the owner must pay \$100.00 in addition to the redemption fee. If a dangerous dog is impounded for running at large, then the redemption fee shall be \$150.00, with an additional \$100.00 fee if the dangerous dog has to be tranquilized with chemical capture equipment.

Sec. 5-40. Leash required for dogs in public places.

(1) No dog shall be allowed off the property of its owner unless the dog is fastened to a suitable leash of dependable strength not to exceed eight feet in length within the City excluding the beach. Such leash must be attached to a fixed object or specifically held by a person capable of controlling the animal. If an animal is attached to a fixed object, the owner or person in custody of animal must be with the animal at all times.

(2) Within the physical boundaries of Paws Dog Park, dogs may be allowed off leash by their owner or handler so long as the owner or handler remains at all times within the physical boundaries of the dog park and remains within the owners voice and eye contact at all times.

(3) Nothing in this section is meant to limit the use of a service dog including, when necessary, an unrestrained service dog provided, however, that the service dog is otherwise under the handler's control and the handler requires the use of service dog that is not physically restrained.

(4) Nothing in this section is meant to require use of leash to restrain a dog that is unattended by an owner, handler, or trainer and is within the fenced in boundaries of private property or public dog park, or is actively and lawfully participating in or training for tracking, man trailing, search and rescue, cadaver identification, or law enforcement activities.

Sec. 5-41. Dogs on the beach; requirements and hours.

(1) Dogs are permissible on the beach during the following time periods:

- a. At any hour from October 1 through March 31; and,
- b. During the hours of 5:00 p.m. through 9:00 a.m., from April 1 through September 30.

(2) In addition to the above provisions, all owners, custodians and/or persons responsible for and in control of any dog(s) on the beach must comply with the following:

- a. Each such dog must be fastened to a suitable leash of dependable strength not to exceed eight feet in length and the leash must be held or controlled by that person at all times.
- b. Any person having a dog on the beach during the above-enumerated hours must carry with and on such person, suitable materials and utensils with which to remove from the beach any fecal matter deposited by such dog and must remove any fecal matter immediately upon its deposit by the dog under the person's supervision and control.
- c. Each such dog must have affixed to its collar a current rabies vaccination tag evidencing the dog has been properly inoculated against rabies within the past year.
- d. On Jacksonville Beach, if the dog is in the Atlantic Ocean within owner's voice and visual contact, the dog shall be allowed to swim unleashed and

then immediately put back on the leash before returning to the beach. This does not include walking the dog in the water or fetching.

DIVISION V – COMMERCIAL ANIMAL ESTABLISHMENTS

Sec. 5-42. Requirements for sales of dogs and cats; permitted sources; certificate of source; penalties.

(1) Prohibition.

- a. Retail sales restricted. Effective August 17, 2015, no pet store nor pet store operator shall display, sell, trade, deliver, barter, lease, rent, auction, transfer, offer for sale or transfer, give away or otherwise dispose of dogs and cats in the City except as provided in this section on or after the effective date of this section.
- b. Pet mills prohibited. No pet mills shall be permitted to operate in the City.

(2) Exemptions. This section shall not apply to:

- a. An animal shelter.
- b. Animal rescue organization.
- c. An animal shelter or animal rescue organization which operates out of or in connection with a pet store.
- d. An animal hospital or veterinarian's office.
- e. A pet store engaged in the display, sale, delivery, offer of sale, barter, auction, gifting or transfer of pets other than cats or dogs.
- f. A pet store that provides space and appropriate care for cats and/or dogs that are owned by an animal shelter or an animal rescue organization and maintained at a pet store for the purpose of adopting those dogs and cats to the public.
- g. Hobby breeders.

(3) Certificate of source. A pet dealer or pet shop that obtains dogs or cats from a permitted source shall post conspicuously on the cage of each dog and cat, the following information:

- a. The name and address of the source from which the dog or cat was obtained and date thereof;
- b. Copy of a notarized affidavit of verification from the source from which the dog or cat was obtained;
- c. A copy of the certificate of source shall also be provided to the purchaser or transferee of any pet;
- d. A description of the dog or cat, including species breed, sex, color and distinctive markings, physical condition and health, and age (if known); and

- e. For each dog or cat receiving medical care while in the custody or control of the pet dealer or pet shop, the type of service rendered, date and veterinarian's name.

(4) Special Magistrate. Citations issued for violation of any provision of this Division shall be enforced in proceedings under the Special Magistrate hearing procedures of Chapter 2, Article VI of the City Code of Ordinances and are solely within the power, authority, and jurisdiction of the City's Special Magistrate.

(5) Penalties. Any person who violates this section shall be subject to a fine of \$250.00 per day per animal for the first violation within a twelve-month period, and a fine of \$500.00 per day per animal for any subsequent violation within a twelve-month period. The Jacksonville Beach Police Department AC shall enforce the provisions set forth within this section. Each day any violation of any provision of this section shall continue constitutes a separate offense.

DIVISION VI – ANIMAL CRUELTY, NEGLECT, AND ABANDONMENT

Sec. 5-43. Neglect; abandoning animals; animal confinement; tethering.

(1) It shall be unlawful for any person to neglect or abandon an animal. Violations of this section are deemed irreparable or irreversible in nature.

(2) For purposes of this division, it shall be considered neglect if one or more of the following occurs:

- a. Failing to provide any one of the following: sufficient potable water; sufficient wholesome food; adequate shelter with a sufficient, level floor; at least three structurally sound walls and a solid roof to protect the animal from the weather, extreme temperature (hot or cold) and direct sunlight; current and active veterinary care/treatment to prevent suffering; sufficient exercise and wholesome exchange of air. A standard of usual and customary practice, based upon the guidelines of the Jacksonville Veterinary Medical Society, the Florida Veterinary Medical Association and/or the American Veterinary Medical Association, shall be used to define active veterinary care/treatment;
- b. Keeping an animal in an enclosure that prevents the animal from free and full movement with full extension of its limbs (including standing fully upright) and/or without exercise and wholesome exchange of air. Nothing in this section is meant to prohibit the temporary transport of animals in 'airline crates' or the use of a temporary crate that may not allow for full extension of all limbs and full movement and to stand erect and turn fully around while cleaning the enclosure or to separate animals while feeding. Crates used for temporary holding of animals in conjunction with or training for dog shows, performance events or hunting are not covered by this provision if such holding period does not include overnight or extended periods of more than two hours, while not in transport, in such confined

spaces that may not allow for full extension and free movement. Nothing in this section is meant to restrict the use of crates that allow the animal(s) to fully extend all limbs, allow the animal(s) to stand fully erect without touching the walls or top of the crate, allow the animal(s) to fully turn around, and allow the animal(s) sit and lay down without obstruction;

- c. Caging or confining an animal and failing to supply the animal, during such caging or confinement, with sufficient water, with sufficient space to stand fully erect on all legs, and/or to turn completely around within the cage or confinement and with sufficient wholesome food;
- d. Allowing an animal to live in extreme filth, excessive feces, unsanitary conditions, obnoxious odors such as urine and feces; or
- e. Restraint by tethering:
 - i. The tether shall not weigh more than one-eighth of the animal's body weight. When a violation of this provision occurs, an ACO is authorized to take reasonable measures to remove the animal from the tether and take the tether and animal to shelter.
 - ii. The tether must be at least 12 feet in length with operative swivels on both ends.
 - iii. The tether shall be attached to a properly fitted collar or harness worn by the animal; the tether may not be attached to a slip/choke or prong collar.
 - iv. The animal, while restrained by a tether, must be able to access proper shelter with sufficient floor, at least three walls, and roof to protect the animal from the weather, extreme temperatures and direct sunlight; and is able to access sufficient potable water and sufficient wholesome food.
 - v. In the interest of public safety, ACOs and LEOs are authorized to remove aggressive and dangerous dogs from tethers and impound such animals where the animal is accessible by children or the public without a secured fence or enclosure. Boarding fees will be the responsibility of the owner of the impounded dog.

(3) For purposes of this division, it shall be considered abandonment if an animal is:

- a. Left upon or beside any street, road, right-of-way, vacant lot, or other public property;
- b. Left unattended on private property for greater than 48 hours; or
- c. If a maimed, sick, infirm, or diseased animal is forsaken entirely and left to die.

Any LEO or ACO may exercise discretion to determine whether an animal is abandoned after a 48 hour period.

(4) Special Magistrate. Citations issued for violation of any provision of this chapter shall be enforced in proceedings under the Special Magistrate hearing procedures of Chapter 2, Article VI of the City Code of Ordinances and are solely within the power, authority, and jurisdiction of the City's Special Magistrate.

(5) Penalties. Any person who violates this section shall be subject to a fine of \$100.00 for the first violation, a fine of \$250.00 for the second violation, and a \$500.00 fine for any subsequent violations. The Jacksonville Beach Police Department AC shall enforce the provisions set forth within this section.

Sec. 5-44. Cruelty to animals.

(1) It shall be unlawful for any person to overload, overdrive, torture, torment, or deprive of necessary sustenance, food, or drink, or unnecessarily or cruelly beat, mutilate, or kill any animal or cause or permit either of such offenses to be committed.

(2) It shall be unlawful for any person to willfully and maliciously steal, kill, wound, or injure any animal which is the property of another or willfully and maliciously administer poison to any animal or expose any poisonous substance with intent that the same shall be taken and swallowed by any animal which is the property of another.

(3) It shall be unlawful for any person to willfully and maliciously mistreat any animal within the limits of the City.

(4) It shall be unlawful to carry any animal in or upon any vehicle in an inhumane way so as not to provide for protection, safety, and comfort of the animal.

- a. It shall be unlawful to carry an animal in the back of an open vehicle without being safely tethered in two or more places to avoid injury or jumping out of the vehicle and without protecting the animal from extreme weather conditions.
- b. It shall be unlawful to leave an animal unattended in a vehicle in a way that endangers the health or well-being of the animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering or death.
- c. A LEO or ACO who finds an animal in a vehicle as described in subsections (a) and (b) above may enter the vehicle by using the amount of force reasonably necessary to remove the animal. A LEO or ACO who acts in substantial compliance with the provisions of this section shall be immune from civil and criminal liability; and the City shall also be held immune from civil liability.

(5) Any act, omission, or neglect whereby unnecessary or unjustifiable pain or suffering is caused, permitted, or allowed to continue to an animal when there is reasonable remedy or relief shall be considered cruelty, and is unlawful under this section.

(6) Special Magistrate. Citations issued for violation of any provision of this chapter shall be enforced in proceedings under the Special Magistrate hearing procedures of Chapter 2, Article VI of the City Code of Ordinances and are solely within the power, authority, and jurisdiction of the City's Special Magistrate.

(7) Penalties. Any person who violates this section shall be subject to a fine of \$500.00 for each animal. The Jacksonville Beach Police Department AC shall enforce the provisions set forth within this section.

Sec. 5-45. Animals found in distress, taking custody of neglected/mistreated animals.

(1) The purpose of this section is to provide a means by which a neglected or mistreated animal may be removed from its present custody or made the subject of an order to provide care issued to its owner by the county court, any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals and protected and disposed of appropriately and humanely.

(2) Any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals may either lawfully take custody of any animal found neglected or cruelly treated by removing the animal(s) from its present location, or order the owner of any animal found neglected or cruelly treated to provide certain care to the animal at the owner's expense without removal of the animal from its present location, and shall file a petition seeking relief under this section in the county court within 10 days after the animal is seized or an order to provide care is issued. The Court in which the petition is filed shall have jurisdiction over the action.

(3) Any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals taking custody of an animal pursuant to this section shall have written notice served, at least three days before the hearing scheduled under subsection (2), upon the owner of the animal, if he or she is known and is residing in the county where the animal was taken, in accordance with Florida Statutes Chapter 48 relating to service of process. The sheriff of the county may not charge a fee for service of such notice.

- (4) a. Any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals taking custody of an animal pursuant to this section shall provide for the animal until either:
- i. The owner is adjudged by the court to be able to adequately provide for, and have custody of, the animal, in which case the animal shall be returned to the owner upon payment by the owner for the care and provision for the animal while in the agent's or officer's custody; or
 - ii. The animal is turned over to the officer or agent pursuant to paragraph c.
- b. If the court determines that the owner is able to provide adequately for, and have custody of, the animal, the order shall provide that the animal in the possession of the officer or agent be claimed and removed by the owner within 7 days after the date of the order.

- c. If the court's judgment is that the owner of the animal is unable or unfit to adequately provide for the animal, the owner must obey and follow the courts order and directives.
- (5) Fees and disposition of animals:
 - a. AC or Jacksonville Animal Care and Protective Services (JACPS) shall shelter and care for any animal seized until disposition by the court, including any appeal.
 - b. If the court determines that the owner is not guilty of any violation of this section and is able and fit to provide adequately for and have custody of the animal, then the court shall enter an order providing that the animal be claimed by the owner and removed from the custody of AC within seven days after the date of the order, or the animal is considered abandoned by the owner and becomes the property of AC.
 - c. If the court determines that the owner violated this section, but is, nevertheless able and fit to provide adequately for one or more of the animal(s) seized, the court's order shall indicate each animal that may be redeemed and shall provide that the animal be claimed by the owner and removed from the custody of AC within seven days after the date of the order, or the animal is considered abandoned by the owner and becomes the property of AC. The order may also require that, prior to redeeming such animal, the owner must pay all applicable fines (including outstanding fines issued by AC) and court costs, and shall require the owner to pay all impound fees, boarding fees, applicable veterinary expenses, other medical expenses and all other costs associated with the care and maintenance of the animal(s) redeemed and any other animals seized by AC that are not to be redeemed. The court may hold a separate hearing for proof of costs.
 - d. If the court determines that the owner is unable or unfit to adequately provide for the animal(s), the court's order shall provide that the owner shall have no further custody of the animal(s) and that the animal(s) shall become the property of AC. The order may also require that the owner must pay all applicable fines (including outstanding fines issued by AC and court costs) and shall require the owner to pay all impound fees, boarding fees, applicable veterinary expenses and other medical expenses and all other costs associated with the care and maintenance of the animal seized. The court may hold a separate hearing for proof of costs.
 - e. If the court also determines that the owner is unable or unfit to provide for any animal(s) not already seized and taken into custody by an ACO, then the court may also order that any or all other animal(s) in the custody of the owner be turned over to AC for adoption or humane disposition. Pursuant to Section 828.073, Florida Statutes, the court may also enjoin the owner's further possession or custody of other animals.

DIVISION VII – IMPOUNDMENT, SURRENDER AND REDEMPTION

Sec. 5-46. Impounding of animals.

(1) An ACO and LEO is authorized to capture and impound, in a place maintained or designated for that purpose, any animal that is stray, at-large or as otherwise authorized by this chapter.

(2) No animal shall be held for more than seven days or less than three days before being transferred from AC to JACPS.

(3) AC shall not be required to shelter and care for any feral, wild, or exotic animals.

(4) AC shall not be required to shelter or care for any animal that is severely injured, has a contagious disease or is deemed by AC as a danger to the community or an undue risk to employees of AC unless such animal has a currently registered microchip or ownership information in the form of City pet tag or private identification tag on the animal. All animals without such positive, traceable identification that meet the previous criteria shall be expeditiously and humanely euthanized.

Sec. 5-47. Owner surrenders.

(1) Jacksonville Beach is an open admission shelter for the City and no other cities. AC is technically a no-kill shelter, but works with JACPS, which is a kill shelter. In order for an animal to be surrendered two proofs of residency must be provided (e.g., driver's license, electric bill) and proof of ownership of the animal must be provided. A friend, relative, neighbor, etc., cannot surrender an animal. *Exception:* The original owner passes away and then a family member can surrender the animal. Fees may be waived at the discretion of the ACO.

a. Fees for owner surrendered animals:

i. \$50.00 owner surrender fee for each animal turned in.

ii. A current rabies vaccination is required. If the owner cannot provide a current rabies certificate an additional \$25.00 is added to the owner surrender fee.

iii. If the animal is not spayed or neutered, the surrender fee is \$150.00.

b. The fee must be paid at the time of the surrender by cash or check.

(2) The owner must fill out and sign the owner surrender form. This relinquishes all rights to the animal and gives the City rights to the animal.

Sec. 5-48. Conditions preventing redemption.

(1) No animal that has been in recent contact with a rabid animal may be redeemed until the animal has been held for the prescribed period of observation (10 days).

(2) No animal that is infected with, or is suspected of being infected with, any dangerous disease that is communicable to humans or other animals including, but not limited to, rabies, distemper, and parvo virus, as determined by a veterinarian, may be redeemed and shall be expeditiously and humanely euthanized.

(3) No dog previously classified as a dangerous dog may be redeemed pending any hearing requested by the owner to stop an order to euthanize the dog. Such animals shall be expeditiously and humanely euthanized after any requested hearing or within 10 business days if no notice of hearing request is received.

(4) No animal prohibited by law from being kept as a household pet may be redeemed.

(5) At the discretion of AC, an animal that is not subject to redemption may be medically treated and placed with a facility or agency equipped for care of such animal, or the animal may be humanely euthanized.

(6) All dogs, cats and ferrets four months of age or older must have current rabies vaccinations in accordance with Section 828.30, Florida Statutes, and must be properly tagged in order to be redeemed. The owner must produce to AC a rabies vaccination certificate from a veterinarian and any other information necessary in order for AC to determine that the animal has a current vaccination.

Sec. 5-49. Redemption costs.

The dogs or cats impounded under this article may be redeemed by the owner thereof by paying the cost of feeding for the period confined, expenses accrued for services rendered and other charges as follows:

First offense	\$20.00
Second offense	\$30.00
Third offense	\$50.00
Feeding each animal per day.....	\$5.00

DIVISION VIII – RABIES VACCINATION

Sec. 5-50. Required.

No dogs or cats shall be owned or kept in the City unless as provided in this division.

Sec. 5-51. Rabies certificate.

The owner shall carry proof showing that such dog and cat has been vaccinated against rabies within the last 12 months. The certificate of a veterinarian, licensed to practice veterinary medicine and surgery by the Board of Veterinary Examiners of the State of Florida, shall be accepted as conclusive evidence to the fact and time of such vaccination.

Sec. 5-52. Rabies vaccination tag required for Paws Dog Park.

No dog shall be allowed by the owner, handler, or other person to enter or remain within the boundaries of Paws Dog Park unless such dog has been vaccinated against rabies within the

last 12 months and is wearing a tag attached to the dog's collar certifying a current rabies vaccination for the dog.

Sec. 5-53. Confinement when rabid.

If a dog or cat is suspected of having rabies, or has been bitten by a dog or cat suspected of having rabies, such dog or cat shall be confined by a chain on the owner's premises and the Humane Society or licensed veterinarian notified at once. The dog or cat shall then be removed to the proper place for observation for a period of two weeks at the expense of the owner.

Sec. 5-54. – 5.70. – Reserved.

ARTICLE III. - DOGS WITHIN THE OUTDOOR DINING AREAS OF PUBLIC FOOD SERVICE ESTABLISHMENTS

Sec. 5-71. Authority.

Section 509.233, Florida Statutes, authorizes the city to adopt an ordinance and issue a permit to public food service establishments that provides an exemption from Section 6-501.115 of the Food and Drug Administration Food Code in order to allow dogs in the outdoor dining areas of their establishment. The purpose of such local permit requirement is to protect the health, safety, and welfare of the public.

Sec. 5-72. Permit authorization.

The city manager or his/her authorized representative is hereby authorized to issue such permit following the application on a form as provided by the city on the condition that the public food service establishment seeking such permit has complied with all the requirements of Section 509.233, Florida Statutes, and this article.

Sec. 5-73. Violations.

Violations of this article shall be referred to the Special Magistrate of the City of Jacksonville Beach for disposition in accordance with Section 162.06, Florida Statutes, and will be reported to the Florida Division of Hotels and Restaurants in accordance with Section 509.233, Florida Statutes.

Sec. 5-74. Permits.

Public food service establishments choosing to allow patrons' dogs within certain designated outdoor portions of their establishment must apply for and receive a permit from the city before allowing dogs on their premises.

- (1) Application for a permit must include the following information:
 - a. The name, location and mailing address of the public food service establishment.

- b. The name, mailing address and telephone contact information of the permit applicant.
- c. A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available to patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways. The diagram or plan must be accurate and to scale, but need not be prepared by a licensed design professional.
- d. A listing of the days of the week and hours of operation that the patrons' dogs will be permitted in the designated outdoor area.

(2) Permits issued pursuant to this section shall establish that dogs are not allowed to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor area of the food establishment.

(3) Permits issued pursuant to this section shall require the public food service establishment to provide:

- a. Waterless hand sanitizer at all tables in the designated outdoor area.
- b. A kit, maintained near the designated outdoor area, with the appropriate materials for cleaning and sanitizing an area soiled by dog waste.

(4) Permits issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of the public food service establishment, but will expire automatically on the sale of the establishment. Subsequent owners must reapply for a permit if the subsequent owner wishes to continue to accommodate patrons' dogs.

Sec. 5-75. Required signs.

Public food service establishments that obtain the necessary permit to allow dogs into designated outdoor areas must provide the following signage:

- (1) Requirements. Signs must comply with the following requirements:
 - a. Lettering must be no less than a 36 point font.
 - b. Lettering must be in a contrasting color to the sign background so as to be visible and readable.
- (2) Employee signs. Signs with the following rules must be prominently posted in an employee area:
 - a. All public food service employees must wash their hands promptly after touching or handling dogs.
 - b. Employees are prohibited from touching or handling dogs while they are serving food or beverages or handling tableware.

- c. Employees must not allow dogs to come in contact with dishes, utensils, tableware, linens or other items involved in food service operations.
- d. Dogs are not allowed on chairs, tables or other furnishings.
- e. All table and chair surfaces must be cleaned and sanitized with a proper sanitization product between seating of patrons.
- f. Spilled food and/or drink must be removed from the floor or ground between seating of patrons.
- g. Accidents involving dog waste must be cleaned and the area sanitized immediately with a proper sanitizing agent.

(3) Patron signs. Signs with the following rules must be posted at the entrance to the designated outdoor area allowing dogs:

- a. Patrons are advised to wash their hands with the waterless hand sanitizer provided at tables for that purpose.
- b. Patrons must keep their dog on leash at all times and must keep their dog under control.
- c. Dogs are not allowed to come in contact with dishes, utensils, tableware, linens or other items involved in food service operations.
- d. Dogs are not allowed on chairs, tables or other furnishings.
- e. Accidents involving dog waste must be cleaned and the area sanitized immediately with a proper sanitizing agent.

Sec. 5-76. Fees.

Fees may be set by resolution of the city council.

Sec. 5-77. Liability.

This article in no manner assumes responsibility, obligation, or liability for any functions of the Florida Division of Hotels and Restaurants for the proper operations of such businesses as established by state and federal laws. By issuing any permit under this section, the City of Jacksonville Beach assumes no responsibility, obligation, or liability related to the public food service establishment choosing to allow dogs within the outdoor dining area.

Sec. 5-78. – 5-79. – Reserved.

ARTICLE IV – HEN REGULATION

Sec. 5-80. Purpose and intent.

The purpose of this article is to authorize and regulate the keeping of backyard hens in specified residential zones under specified criteria within the City, to establish the criteria and limitations to avoid adverse impacts on neighboring properties and residents, and to provide for the safety and health of hens. Nothing herein shall supersede any effective, recorded deed restriction prohibiting backyard hens on property located within the corporate limits of the City.

Sec. 5-81. General requirements, improvements, and prohibitions.

- (1) The maximum number of hens permitted on any property shall be five.
- (2) All food for hens shall be stored in rodent and predator proof containers.
- (3) Hens shall not be permitted to trespass on neighboring properties, be released or set free, and shall be kept within an enclosed pen according to the requirements of this article at all times.
- (4) Hens shall not be kept on any property without a properly issued permit authorizing such use.
- (5) Coops and enclosed pens shall be kept clean and sanitary at all times so that they do not become a nuisance due to odor, noise, pests, or any other nuisance condition.
- (6) Hens shall be kept for personal use only. The selling of hens, eggs, or manure, as well as breeding of chickens for commercial purposes, is prohibited.
- (7) Hens shall not be slaughtered within the corporate limits of the City.
- (8) Hens that are no longer wanted by their owners shall not be abandoned, released into the wild, or taken to the City's AC.
- (9) If a public health emergency is declared by the Duval County Health Department related to hens, the permit holder shall comply with any requirements including, but not limited to, the removal of hens from the property.
- (10) Under no circumstances shall ducks, geese, turkeys, peafowl, pheasants, quail, peacocks, male chickens, or any other poultry or fowl other than hens be kept on any property.
- (11) The following improvements are required at the time of application and permit issuance and throughout the duration of an active permit to keep hens on a property:
 - a. An enclosed pen that is:
 - i. At least 10 square feet per hen; and
 - ii. Well drained so that there is no moisture accumulation.
 - b. A coop that is:
 - i. At least three square feet per hen;
 - ii. Covered and ventilated to allow for a wholesome exchange of air; and
 - iii. Attached to or within an enclosed pen that allows for free movement between the coop and enclosed pen.
 - c. Coops and enclosed pens shall:
 - i. Not exceed six feet in height;
 - ii. Not exceed 100 square feet in total area;
 - iii. Be fully enclosed and secured from predators; and

- iv. Be anchored in a manner acceptable to the City to prevent them from becoming airborne during a wind event.
- d. Opaque fencing or comparable landscaping that screens coops and enclosed pens from view by adjoining neighbors shall be installed.

Sec. 5-82. Permit required.

(1) Any person seeking to keep a hen on their property must first obtain a permit from the City authorizing such use.

(2) Prior to issuance of a permit authorizing hens on a property, an applicant shall submit to the City the following:

- a. A permit application containing the following information:
 - i. The name of the applicant;
 - ii. The address of the property where hens are to be kept;
 - iii. The maximum number of hens to be kept on the property at any given time;
 - iv. The property owner's authorization if the applicant is not the property owner of record; and
 - v. An oath that no deed restrictions apply to the subject property or proof that deed restrictions, if any, do not prohibit the keeping of hens on the property.
- b. A Certificate of Completion demonstrating that the applicant has completed the Backyard Poultry Seminar offered by the Duval County Agricultural Extension Office; and
- c. Application fee of \$25.00 dollars.

(3) Permits shall only be valid for the address provided.

(4) Permits shall only be valid for the maximum number of hens approved.

(5) As a condition of the issuance of the permit, the applicant and property owner (if different) shall consent to the inspection of the subject property by the City upon receiving a complaint related to hens to ensure compliance with the requirements of this article.

Sec. 5-83. Permitted zoning locations.

(1) Hen(s) shall only be permitted on parcels developed with a single family dwelling located within the following zoning districts which have a minimum lot size of 5,000 square feet:

- a. RS-1, Residential, single-family.
- b. RS-2, Residential, single-family.
- c. RS-3, Residential, single-family.

(2) Under no circumstances shall hens be kept on property developed with multiple-family, two-family (duplex), or townhouse dwellings as defined in the City of Jacksonville Beach

Land Development Code, nor may any hens be kept on any non-residential property or development.

(3) Coops and enclosed pens shall be located within the rear yard of a property only and shall be at least five feet from side and rear property lines. No coop or enclosed pen shall be located in front or side yards.

Sec. 5-84. Effects on other parts of this chapter.

Under no circumstances shall any dog, cat, or other authorized animal pursuant to this chapter that maims or kills a hen, for that reason alone, be considered a dangerous animal.

Sec. 5-85. Enforcement.

(1) Violations of this article shall be referred to the Special Magistrate of the City of Jacksonville Beach for disposition in accordance with Section 162, Florida Statutes, and City Code Chapter 2, Article VI.

(2) A finding by the Special Magistrate of illegal slaughter or neglect of hen(s) will result in revocation of the permit issued pursuant to this article.

(3) Additionally, the City may take any other action or remedy authorized by law or in equity, including but not limited to, instituting an action in court to enjoin violations, in which case the violator and property owner shall be jointly and severally liable to the City for reimbursement of the City's attorneys' fees and costs incurred in such action through any appellate action, if taken.

SECTION 4. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. 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 6. 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 entirely replace the current Chapter 10 in the City Code.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2020.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Comparison of Current vs. Proposed Ordinances

Changes	Explanation
Change of Title	Changed from Animal and Fowl to Animal Code
Article I - In General	
Purpose and Intent of Chapter 5-1	Added to summarize intent of chapter
Definitions section 5-2	Created a better area to define terms. Almost all terms are new or changed verbiage to give better definitions
Bird Sanctuary 5-3 (was 5-1)	Moved, took out need for City Manager authorization
Hunting and Shooting (was 5-2)	Merged into 5-3
Noisy animals 5-4 (was 5-3)	Changed to 5-4, modernizing section
Livestock 5-5 (was 5-4 & 5-5)	Merged housing livestock and prohibiting swine into 5-5, modernizing section
Other Livestock related issues	Deleted since livestock is now prohibited (aside from hens)
Odors from coops or pens 5-7	Modernizing section
Disposal of dead animals 5-8 (was 5-11)	Moved, took out verbiage about chief of police and put responsibility on owner to care for their properties and animals
Article II – Animal Control	
Animal control enforcement 5-23	Added to state which authorities can enforce this chapter
Citations authorized 5-24	Added to show penalties for each violation, penalty prices changed, enhanced enforcement
Authority to enter private property 5-25	Added to allow for better definition for ACO's when entering an unoccupied gate area
Interference with personnel 5-26 (was 5-25)	Moved, verbiage the same
Misrepresentation of service dog 5-27	Added to prevent misuse of service animal statute, copied from FSS 413.08
Injury to animals by motor vehicles 5-28	Added in hopes to prevent a hit and run with animals
Persons bitten, Quarantine 5-29 (was 5-30 & 5-31)	Condensed sections into 5-29
Dangerous Dogs 5-30 (was 5-24)	Moved into its own division, updated, and corrected per State Statute.
Attack or bite by dangerous dog 5-31 (was 5-24.1)	Moved, verbiage the same
Penalties 5-32	Added to correspond to other sections
Division III Nuisances	Created its own division to add more sections. Changed verbiage to noise section to have more exact timelines and requirements for a citation.

General 5-33	Added to define penalties and what is considered a nuisance.
Noise 5-34	Added to better define barking dogs or loud noises from animals
Barking or Howling (was 5-26)	Deleted/changed to Noise 5-34
Feeding outdoor animals 5-35	Added to create guidelines for feeding feral and outdoor animals
Habitual Nuisance 5-36	Added to define heavier penalties for recurrent issues
Damaging property 5-37 (was 5-29)	Moved to nuisance section
Defecation disposal 5-38 (was 5-34)	Moved to nuisance section
Division IV Leash Requirement	Created separate division for leash requirements
Running at large 5-39 (was 5-6)	Moved to leash division, now only to include dogs and no longer includes livestock
Leash required for dogs in public places 5-40 (was 5-28)	Moved to leash division, modernized language
Dogs on the beach 5-41 (was 5-33)	Moved to leash division, removed tag requirement and added section about off leash in ocean
Division V Commercial Animal Establishments (was 5-35)	Created a separate division, updated section to match surrounding areas
Division VI Animal Cruelty, Neglect, and Abandonment (was 5-36)	Created separate division, added more language on abandonment, changed cruelty section to match FSS, and changed penalties
Neglect; abandoning animals; animal confinement; tethering 5-43	Created section for tethering an animal, leaving animal, neglecting animal, and unlawfully confining an animal
Cruelty 5-44	Added to further define cruelty and allow ACO's to better protect animals against higher forms of cruelty. Based on FSS 828.12
Animals found in distress 5-45	Added to allow ACO's to take immediate possession of animals in distress
Tags required	Section deleted as we stopped the requirements of tags in the city
Division VII Impoundment, Surrender and Redemption (was 5-51 through 5-53)	Moved division, changed penalties for owner surrender and created conditions for non-redemption
Owner Surrender 5-47	Created to allow fines for surrendering an animal
Conditions preventing redemption 5-48	Added specifies diseases and other reasons and animal may not be given back to its owner (ex. Illegal animals being kept as pets)
Redemption Costs 5-49 (was 5-53)	Moved to impound section
Division VIII Rabies Vaccination (was 5-41 & 5-44)	Created separate division, merged all language involving rabies into this section
Article III – Dogs within the outdoor dining areas of public food service (unchanged)	
Article IV – Hen Regulations (unchanged)	

	Current Leash Law Generally	Current Leash Law at the Beach	Dogs on Beach hours	Dogs in Water	Misc. Applicable Law
Atlantic Beach	No dog off owner's property unless fastened to a leash not to exceed 12'. Leash attached to a fixed object or held by a person capable of controlling the animal.	If dog and owner are in the Atlantic Ocean TOGETHER, the dog is allowed to swim unleashed then immediately put back on the leash before returning to the beach. This does NOT include walking the dog in the water.	No times specified.	If dog and owner are in the Atlantic Ocean TOGETHER, the dog is allowed to swim unleashed then immediately put back on the leash before returning to the beach. This does NOT include walking the dog in the water.	
Neptune Beach	No dog off owner's property unless fastened to a leash not to exceed 12'. Leash attached to a fixed object or held by a person capable of controlling the animal. If attached to a fixed object, person in custody must be with animal at all times.	Allowed on the beach but must be fastened to a leash not to exceed 12' and controlled by the custodian at all times. Must pick up fecal matter and remove immediately upon its deposit. Must have current rabies inoculation tag attached to collar.	Any hour Oct. 1 through Mar. 31; 5:00 p.m. – 9:00 a.m. from Apr. 1 through Sept. 30.	Not allowed without being leashed.	Exemption to Leash Requirement: service dog, when necessary, unrestrained service dog if under handler's control and the handler required the use of a service dog that is not physically restrained. Also, leash not required when unattended by an owner, handler, or trainer and is within the fenced in boundaries of private or public dog park, is actively and lawfully participating in or training for tracking, man trailing, search and rescue, cadaver identification or law enforcement activities.
Jacksonville Beach	No dog allowed in public places or upon property other than that of its owner unless fastened to a leash not to exceed 8' within the city.	Allowed on the beach but must be fastened to a leash not to exceed 16' and controlled by the custodian at all times. Must pick up fecal matter and remove immediately upon its deposit. Must have current rabies inoculation tag attached to collar.	Any hour Oct. 1 through Mar. 31; 5:00 p.m. – 9:00 a.m. from Apr. 1 through Sept. 30.	Not allowed without being leashed.	
Jacksonville Beach PROPOSED Changes	Keep same.	Change leash requirement to not exceed 8'.	Keep same.	If the dog is in the Atlantic Ocean within owner's voice and visual contact, the dog shall be allowed to swim unleashed and then immediately put back on the leash before returning to the beach. This does not include walking the dog in the water or fetching.	