



City of Jacksonville Beach

Amended Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Tuesday, January 16, 2024

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Special City Council Meeting held on December 18, 2023
- B. City Council Meeting held on December 18, 2023
- C. Special City Council Meeting held on December 20, 2023
- D. Special City Council Meeting held on January 5, 2024
- E. Council Briefing held on January 8, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the month of December 2023
- B. Approve a Commercial Lease Agreement with Franklin Electric Service, Inc., for property in the Industrial Park
- C. Approve a Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for property in the Industrial Park
- D. Adopt Resolution No. 2166-2024 amending towing and storage of vehicle fees
- E. Accept a Training and Education Grant from the United States Lifesaving Association in the amount of \$1,000 for the Ocean Rescue Division

MAYOR AND CITY COUNCIL

- A. Proclamation for Arbor Day
- B. Presentation of Resolution of Esteem to Council Member Cory Nichols
- C. Election of Mayor Pro-Tem

CITY CLERK**CITY MANAGER/NEW BUSINESS**

- A.
 - 1. Appoint Thad Moseley as the 1st Alternate Member to the Community Redevelopment Agency to serve a four-year term beginning in January 2024, and expiring December 31, 2027; and
 - 2. Appoint a new 2nd Alternate Member to the Community Redevelopment Agency to serve an initial three-year term beginning in January 2024, and expiring December 31, 2026
- B. Approve/Disapprove an Employment Agreement with Mr. David Migut for the position of City Attorney
- C. Approve/Disapprove emergency replacement of two sanitary sewer pumps at Lift Station #10 for an amount not to exceed \$240,704

RESOLUTIONS**ORDINANCES**

- A. Adopt/Deny Ordinance No. 2023-8208 on the second reading amending City Code of Ordinances Chapter 28 - Streets, Sidewalks, and Other Public Places, Section 28-12(m) Expiration
- B. Approve/Disapprove Ordinance No. 2024-8209 on the first reading to Rezone property owned by South Jax Rentals, LLC, located at 501 1st Street South, and schedule a second reading for February 5, 2024

ADJOURNMENT

NOTICE

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

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

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

**Minutes of Special City Council Meeting
Monday, December 18, 2023 – 1:00 P.M.
Council Chambers Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



The Special City Council Meeting began at 1:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Purpose of Meeting

The purpose of the meeting was for the City Council Members to conduct Zoom interviews with the candidates for the City Attorney position.

The City Council conducted interviews with three candidates for the City Attorney position.

- Richard Appicello
- Amy Meyer
- David Migut

A brief discussion ensued regarding the next steps. The Council's consensus was to allow Council Members who were not in attendance time to view the interviews, and to try to schedule another Special Meeting before the weekend to discuss the next steps in the process.

The interviews concluded at approximately 3:55 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approved:

Christine Hoffman, Mayor

Date: _____

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, Director of Public Works Dennis Barron, Director of Planning and Development Heather Ireland, Public Safety Communications Manager Erin Citrullo, Events Coordinator Alyson Riley, Interim Legal Counsel Cliff Shepard, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on December 4, 2023
- Council Briefing held on December 11, 2023

APPROVAL OF THE AGENDA

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

ANNOUNCEMENTS:

Council Member Golding attended Tuba Christmas on December 9th, 2023 and thanked Deck the Chairs staff for their work. She also thanked City staff and citizens who attended the Urban Trails community meeting [December 14, 2023]. She recognized Farm Share, who hosted a recent Christmas food giveaway. Ms. Golding announced Senate Bill [SB] 280 (vacation rental legislation) was heard by the Senate Regulated Industries Committee and passed. The Senate Fiscal Policy Committee would hear the bill next on January 11, 2024. She encouraged residents to share their concerns about vacation rentals with representatives. Ms. Golding stated Beaches Watch would host the 2024 State of the Beaches on January 10, 2024, and would include all three beaches mayors.

Council Member Janson mentioned the dance recitals held at Deck the Chairs. He explained the Decker Backmann Act legislation, which focused on cold cases.

Mayor Hoffman announced the completion of three Zoom interviews with City Attorney candidates. Interim Legal Counsel Cliff Shepard provided direction on options for the next steps.

COURTESY OF THE FLOOR TO VISITORS:

- Amanda Napolitano, 1018 Buddy Crout Lane, Neptune Beach, Executive Director of the Donna Foundation, spoke about the 2024 Donna Marathon Weekend

- The following spoke about the Urban Trails Project
 - Michele Matisoo, 139 37th Avenue South, Jacksonville Beach
 - Peter Matisoo, 139 37th Avenue South, Jacksonville Beach
 - Ken Marsh, 2011 Gail Avenue, Jacksonville Beach
 - Debbie Harris, 1133 Penman Road, Jacksonville Beach
 - Susan Hartman, 193 Saint George Court, Jacksonville Beach

Mayor Hoffman provided additional comments on the Urban Trails Project.

CONSENT AGENDA:

- Item A** **Accept the Monthly Financial Reports for the month of November 2023**
- Item B** **Adopt Resolution No. 2163-2023 adopting fee schedules for use of City parks and recreational facilities**
- Item C** **Adopt Resolution No. 2164-2023 amending golf course rates, charges, and fees**
- Item D** **Adopt Resolution No. 2165-2023 adopting the revised Special Event Policy**
- Item E** **Approve the 2024 calendar of City-produced Special Events**
- Item F** **Approve the indirect transfer of the Commercial Lease Agreement with Franklin Electric Service, Inc., for property in the Industrial Park**
- Item G** **Approve reclassification of the Construction Coordinator position to full-time and reclassification of one Mechanic position to Lead Mechanic**

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the Consent Agenda.

Mayor Hoffman requested to pull Item E from the Consent Agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

Item E **Approve the 2024 calendar of City-produced Special Events**

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the 2024 calendar of City-produced Special Events.

Alyson Riley, Events Coordinator, provided background on the item.

Discussion: A discussion ensued about the Country Music Festival.

Motion to Amend: It was moved by Ms. Golding to remove the Country Music Festival from the calendar until more information is provided at the January 8, 2024 Council Briefing.

The motion to amend died due to lack of second.

Discussion: A discussion ensued about special events.

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

The motion passed unanimously.

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER/NEW BUSINESS:

Item A **Approve/Disapprove an Agreement between the City of Jacksonville Beach and Deck the Chairs, Inc.**

City Manager Mike Staffopoulos provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve an Agreement between the City of Jacksonville Beach and Deck the Chairs, Inc.

Discussion: A discussion ensued about Deck the Chairs.

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

The motion passed unanimously.

Item B **1. Award/Reject Bid No. 2223-11 to MAER Homes, LLC, d/b/a MAER Construction, for the construction of 4th Street South Drainage Improvements for an amount not to exceed \$7,088,824; and**

2. Approve/Disapprove an Agreement with JB Pro, Inc., for Construction Administration Services for an amount not to exceed \$46,310

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to award Bid No. 2223-11 to MAER Homes, LLC, d/b/a MAER Construction, for the construction of 4th Street South Drainage Improvements for an amount not to exceed \$7,088,824.

Discussion: A discussion ensued about nearby parking, construction impact, 4th Street North, project, timeline, Capital Improvement Project (CIP), budget, liquidated, damages, laydown location, and bids.

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

The motion passed unanimously.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve an Agreement with JB Pro, Inc., for Construction Administration Services for an amount not to exceed \$46,310.

Discussion: None

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

Item C **Approve/Disapprove the purchase of three pumps for the Madrid Stormwater Station and declare Custom Pump and Controls a sole source provider for this replacement project**

Mr. Barron provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the purchase of three pumps for the Madrid Stormwater Station and declare Custom Pump and Controls a sole source provider for this replacement project.

Discussion: None

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

Item D **1. Approve/Disapprove the reappointment of Christi Elflein to a new four-year Regular Member term on the Community Redevelopment Agency expiring December 31, 2027; and**

2. Approve/Disapprove the reappointment of Gary Paetau to a new four-year Regular Member term on the Community Redevelopment Agency expiring December 31, 2027; and

3. Appoint a new Regular Member to a four-year Regular Member term on the Community Redevelopment Agency with a term expiring December 31, 2027

Mayor Hoffman provided background on the items.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the reappointment of Christi Elflein to a new four-year Regular Member term on the Community Redevelopment Agency expiring December 31, 2027.

Discussion: None

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the reappointment of Gary Paetau to a new four-year Regular Member term on the Community Redevelopment Agency expiring December 31, 2027.

Discussion: None

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

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for a new Regular Member on the Community Redevelopment Agency (CRA).

Council Member Golding nominated Ken Marsh.

Council Member Janson nominated Meghan Leslie.

Roll call vote: Horn – Marsh
 Janson – Leslie
 Meza – Leslie
 Nichols – Leslie
 Sutton – Marsh
 Golding – Marsh
 Mayor Hoffman – Leslie

Meghan Leslie was appointed as the new Regular Member to a four-year term on the Community Redevelopment Agency with a term expiring December 31, 2027.

- Item E** **1. Appoint one new Alternate Member to the Community Redevelopment Agency to serve a four-year term beginning January 1, 2024, and term expiring December 31, 2027; and**
- 2. Appoint one new Alternate Member to the Community Redevelopment Agency to serve an initial three-year term beginning January 1, 2024, and term expiring December 31, 2026**

Mayor Hoffman opened the floor for nominations for the first Alternate Member.

Council Member Golding nominated Ken Marsh. No additional nominations were received. Ken Marsh was appointed as the 1st Alternate Member on the CRA.

Mayor Hoffman opened the floor for nominations for the second Alternate Member.

Council Member Golding nominated Thad Moseley. No additional nominations were received. Thad Moseley was appointed as the 2nd Alternate Member on the CRA

Item F Appoint a Chair and Vice-Chair for the Community Redevelopment Agency

Mayor Hoffman provided background on the item.

Mayor Hoffman opened the floor for nominations for the Chair position.

Council Member Golding nominated Francis Pavloski.

Council Member Janson nominated David McGraw.

Council Member Meza nominated Christie Elflein.

Council Member Sutton nominated Gary Pateau.

Roll call vote:

Janson – McGraw
Meza – Elflein
Nichols – McGraw
Sutton – Pateau
Golding – Pavloski
Horn – Pateau
Mayor Hoffman – McGraw

David McGraw was appointed as the new chair of the CRA.

Mayor Hoffman opened the floor for nominations for the Vice-Chair position.

Council Member Janson nominated Gary Pateau. No other nominations were received. Gary Pateau was appointed as the Vice-Chair of the CRA.

Item G 1. Authorize the following elected officials to attend the Florida League of Cities' Legislative Action Days on January 29-31 in Tallahassee:
_____;

2. Authorize the Mayor to attend the Florida League of Mayors additional events within the Legislative Action Days; and

3. Authorize the following elected officials to attend the Florida League of Cities Inaugural Leadership Class on February 9th in Orlando:

Mr. Staffopoulos provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to authorize the following elected officials to attend the Florida League of Cities' Legislative Action Days on January 29-31 in Tallahassee: Council Members Golding, Janson, Nichols, Meza, Horn, Sutton, and Mayor Hoffman.

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to authorize the Mayor to attend the Florida League of Mayors additional events within the Legislative Action Days.

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to authorize the following elected officials to attend the Florida League of Cities Inaugural Leadership Class on February 9th in Orlando: Council Members Golding, Janson, and Meza.

Discussion: None

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

Item H **Approve/Disapprove the purchase of a replacement Animal Control vehicle for an amount not to exceed \$50,470**

Mr. Staffopoulos provided background on the item.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the purchase of a replacement Animal Control vehicle for an amount not to exceed \$50,470.

Discussion: None

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

RESOLUTIONS: None

ORDINANCES:

Item A **Approve/Disapprove Ordinance No. 2023-8208 on the first reading amending City Code of Ordinances Chapter 28 - Streets, Sidewalks, and Other Public Places, Section 28-12(m) Expiration, and schedule a second reading for January 16, 2024**

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

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8208 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 28- STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, BY ADDING SECTION 28-12 ESTABLISHING A SIDEWALK DINING PROGRAM IN THE DOWNTOWN REDEVELOPMENT DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance is before this Council for a public hearing and consideration on its first reading.

I will now open the public hearing on Ordinance No. 2023-8208.”

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

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2023-8208 on the first reading amending City Code of Ordinances Chapter 28 - Streets, Sidewalks, and Other Public Places, Section 28-12(m) Expiration, and schedule a second reading for January 16, 2024.

Discussion: None

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

The motion passed unanimously.

Item B Approve/Disapprove Ordinance No. 2023-8203 on the first reading for a Small Scale Future Land Use Amendment for properties owned by Windward Marina, and schedule a second reading on a date to be determined

Mayor Hoffman provided background on the item and noted the incorrect attachments were posted to the public for the December 4, 2023 Council meeting.

Mayor Hoffman re-opened the public hearing on Ordinance No. 2023-8203.

Public Hearing:

The following spoke but did not express support or opposition to the ordinance:

- Kaye Lee, 11774 Jocelyn Road, Jacksonville

Ms. Ireland provided additional background on the item.

T.R. Hainline, 1301 Riverplace Boulevard, on behalf of the applicant, introduced additional project team members and provided additional background on the item. He distributed materials [on file] and addressed Council Member Golding's questions about airboats and affordable housing.

Stefan Johansson, Windward Marine CEO, provided additional comments.

Public Hearing:

The following spoke but did not express support or opposition to the ordinance:

- Brenda Shields, 315 8th Street North, Jacksonville Beach

Jennifer Klich, GAI Civil Engineer, addressed Ms. Shields' concerns on behalf of the applicant.

Mayor Hoffman closed the public hearing.

Mayor Hoffman read the following: "Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process."

Ex-Parte:

Mayor Hoffman disclosed she had a brief phone call with Mr. Hainline and multiple emails from Ms. Valerie Britt.

Council Member Sutton disclosed he received a message from Mr. Hainline, but they did not speak.

Council Members Horn, Meza, Nichols, Janson, and Golding disclosed they had a brief phone call with Mr. Hainline.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2023-8203 on the first reading for a Small Scale Future Land Use Amendment for properties owned by Windward Marina and schedule a second reading on a date to be determined.

Mayor Hoffman read the following: "Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff's report, the recommendation of the Planning Commission and the public input at all hearings."

Discussion:

Ryan Carter, 42 Masters Drive, Environmental Consultant for the applicant, addressed questions regarding a potential eagle nest.

A discussion ensued about the possible eagle nest, maintaining access to the roadway, restaurant access, drainage, parking maintenance, and the boat ramp.

Mr. Hainline, Mr. Johansson, and Ms. Klich also addressed questions from the Council.

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

The motion passed unanimously.

Item C **Approve/Disapprove Ordinance No. 2023-8204 on the first reading to Rezone property owned by Windward Marina and schedule a second reading on a date to be determined**

Mayor Hoffman re-opened the public hearing.

Public Hearing: No one came forward to speak.

Ms. Ireland provided background on the item.

Mayor Hoffman closed the public hearing.

Mayor Hoffman read the following: "Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record whether the member has had any ex-parte communications on the matter, and if so, disclose both the names of persons and the substance of the ex-parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process. Written ex-parte communications, whether sent to one member or all members, do not have to be disclosed on the record, but must be made a part of the record by sending/forwarding them to the City Clerk."

Ex-Parte:

All City Council members confirmed ex-parte communications, as previously mentioned.

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve Ordinance No. 2023-8204 on the first reading to Rezone property owned by Windward Marina and schedule a second reading on a date to be determined.

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

Discussion: A discussion ensued about airboats. Mr. Hainline and Mr. Johansson addressed questions from the Council.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to add the prohibition of the operation commercial airboats from the Beach Marine (Windmard Marine) property as a condition.

Discussion: None

Motion to Amend Roll Call Vote: Ayes – Meza, Nichols, Sutton, Golding, Horn, Janson, and Mayor Hoffman

The motion to amend passed unanimously.

Discussion: A discussion ensued about flooding vulnerability and preservation. Ms. Ireland addressed questions from the Council.

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

The amended motion passed unanimously.

ADJOURNMENT:

Prior to adjourning, a discussion ensued about scheduling a Special City Council meeting.

Motion: It was moved by Ms. Golding, seconded by Mr. Nichols, to adjourn.

Voice Vote: Ayes: Golding, Janson, Meza, Nichols, Mayor Hoffman,
Nays: Horn, Sutton
The motion passed 5-2.

There being no further business, the meeting adjourned at 8:25 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

**Minutes of Special City Council Meeting
Wednesday, December 20, 2023 – 12:00 P.M.
Council Chambers Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



The Special City Council Meeting began at 12:01 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Purpose of Meeting

The purpose of the meeting was for the City Council Members discuss the next steps in the process for the City Attorney position.

The City Council briefly discussed the three candidates interviewed on December 18, 2023. The consensus of the Council was to invite candidate David Migut to come in for an in-person interview. Additional discussion topics included the salary range and references. Direction was given to staff as to the format of the interview and possible available dates.

The meeting concluded at 12:20 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approved:

Christine Hoffman, Mayor

Date: _____

**Minutes of Special City Council Meeting
Friday, January 5, 2024
Council Chambers & Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



The City Council conducted an in-person group interview with candidate David Migut for the City Attorney position and had an opportunity for one-on-one interviews.

The group candidate interview with City Council began at 1:06 P.M. and concluded at 1:35 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

The Special City Council Meeting convened at 5:00 P.M.

Purpose of Meeting

The purpose of the meeting was to discuss the candidate and the next steps in the City Attorney selection.

A discussion ensued on various topics, including certification, continuity, candidate knowledge, and staff feedback.

Motion: It was moved by Mr. Sutton, seconded by Ms. Golding, to enter into a negotiation.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend the motion to have the Mayor handle the negotiation.

Motion to Amend Voice Vote: The motion to amend passed unanimously.

Amended Motion Roll Call Vote: Ayes – Golding, Janson, Meza, Sutton and Mayor Hoffman

The amended motion passed unanimously.

ADJOURNMENT:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adjourn.

Voice Vote: Ayes: Golding, Janson, Meza, Mayor Hoffman,

Nays: Sutton

The motion passed 4-1.

There being no further business, the meeting adjourned at 5:04 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approved:

Christine Hoffman, Mayor

Date: _____

**Minutes of City Council Briefing
Monday, January 8, 2024 – 5:30 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were Deputy City Manager Karen Nelson, Interim Legal Counsel Cliff Shepard (via phone), City Clerk Sheri Gosselin, Director of Public Works Dennis Barron, Chief of Parks Development and Maintenance Trevor Hughes, Director of Parks and Recreation Jason Phitides, Events Coordinator Alyson Riley, Assistant to the City Manager Molly Alleger, and Fire Marshal Steve Sciotto.

Purpose of Briefing

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

City Manager

City Council Member Vacancy – District 1, Seat 4

Interim Legal Counsel Cliff Shepard provided the Council with an interpretation of the Charter language regarding the appointment for a vacant Council seat. Deputy City Manager Karen Nelson reviewed the process and application packet for the Council Seat 4-District 1 Appointment [on file].

A conversation ensued regarding the timeline and the application process. It was the consensus of the Council for staff to proceed with the suggested timeline for accepting applications, with the swearing-in of the appointed council member tentatively scheduled for the regular Council meeting on February 19, 2024.

City Property for Construction Use

Director of Public Works Dennis Barron explained Temporary Construction Use Permits (T-CUP) are used when a contractor does not have enough space to use for materials or equipment storage on a construction-related project site. Mr. Barron explained the pros and cons related to the issuance of T-CUP permits and stated a policy discussion was needed due to the historical application of the permits.

A conversation ensued regarding the current policy and fees. It was the consensus of the Council for staff to develop a fee structure and procedures for T-CUP permits. The fee schedule would be brought back at a future briefing for review.

Stormwater Rates

Mr. Barron reviewed the history of the stormwater rates. He stated Public Works (PW) and Finance have previously informed the Council they planned to do a rate evaluation in FY2024 to consider stormwater rates and adjust the rates and/or the Equivalent Residential Unit (ERU) sizing.

Mr. Barron stated PW would be working with Jones Edmunds and Associates to evaluate the current stormwater program and offer alternatives to adjust it. Mr. Barron expects to return to a future Council Briefing in mid-summer with various options for consideration to allow for any

ordinance and/or resolution changes to be in effect before the beginning of FY2025 (before October 1, 2024).

Gonzales Park Update

Chief of Parks Development and Maintenance Trevor Hughes provided an update regarding the Gonzales Park renovation and provided a handout [on file]. Mr. Hughes stated due to additional pickleball courts, proposed playground improvements, additional shade structures, and inflation of materials, an additional \$500,000 would be needed to complete the park renovation.

A conversation ensued regarding the use of private donations and the possibility of reallocating current funds from other projects in the FY2024 Capital Improvement Plan (CIP). It was the consensus of the Council to take immediate action to acquire the current donations, reprioritize future projects, allowing the completion of the Gonzales Park project, and pursue additional grants and private funding.

Urban Trails Update

Director of Parks and Recreation Jason Phitides reviewed the feedback from the recently held community meeting regarding the Urban Trails project. Mr. Phitides informed the Council individual responses would be sent out addressing citizen concerns presented at the community meeting.

A conversation ensued regarding the feedback and comments from the community meeting. The consensus of the Council was an overall trail width of 7.5 feet and for staff to look at each route and affected road of the Urban Trail individually and address specific concerns for each location.

Special Events Update

Events Coordinator Alyson Riley provided a brief history of the City's summer jazz concert series and why the event was phased out. Ms. Riley spoke about an opportunity for the City to partner with 99.9FM Gator Country to produce a country music festival. A conversation ensued regarding the event's details, and the Council's consensus was to support the production of a City-sponsored country music festival.

Ms. Riley also presented the Council with information regarding another City-produced event staff was working on called "Seawalk Sessions." She explained the Seawalk Sessions intended to promote weekday traffic to the Seawalk-Latham Plaza while supporting local artists. A conversation ensued regarding the cost to the City, alcohol at the event and the event set-up. It was the consensus of the Council for staff to discuss the Seawalk Sessions with the Police Department, to meet with the Legal Department regarding insurance liability waivers for performers, and to continue to plan the events.

National League of Cities Membership Discussion

Assistant to the City Manager Molly Alleger informed the Council of the annual membership price for the City to join the National League of Cities (NLC) and asked if the Council supported the membership. A conversation ensued, and the consensus of the Council was for Ms. Alleger to register the City to join the NLC and for Council Member Janson to be the representative of the Council.

Miscellaneous Items

Council Member Meza asked for an update regarding the recent fire at the lifeguard station. Fire Marshal Steve Sciotto and Ms. Nelson provided the Council with an update.

Council Member Golding stated she recently attended a Florida League of Cities committee meeting. She provided the Council with an update regarding pending and new bills added to the Legislative Session.

Mayor Hoffman provided a brief update regarding the winter storm.

Ms. Hoffman spoke about the opportunity to appoint a new Council Member. She expressed her interest in appointing someone who was already serving or active within the community.

Ms. Golding provided an update regarding the previously addressed semi-truck parking issue on South 3rd Street (A1A) near Ponte Vedra Boulevard. She stated "no parking" signs were installed, and road striping had been added to the area.

Council Member Janson informed the Council he was asked to sit on the Duval County Citizens Sales Surtax Oversight Committee and explained the committee's purpose.

Mayor Hoffman informed the Council a draft contract was sent to City Attorney applicant David Migut, and the City was awaiting a response.

The Briefing adjourned at 7:15 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	12/12/2023
SUBJECT:	Accept the Monthly Financial Reports for the month of December 2023

BACKGROUND

Attached are the monthly financial reports for December 2023 as prepared by the Finance Department. These reports represent three months of activity, or 25.2% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the month of December 2023

ATTACHMENTS

1. 2023-12 December Financials



SUMMARY BUDGET REPORT

December 31, 2023

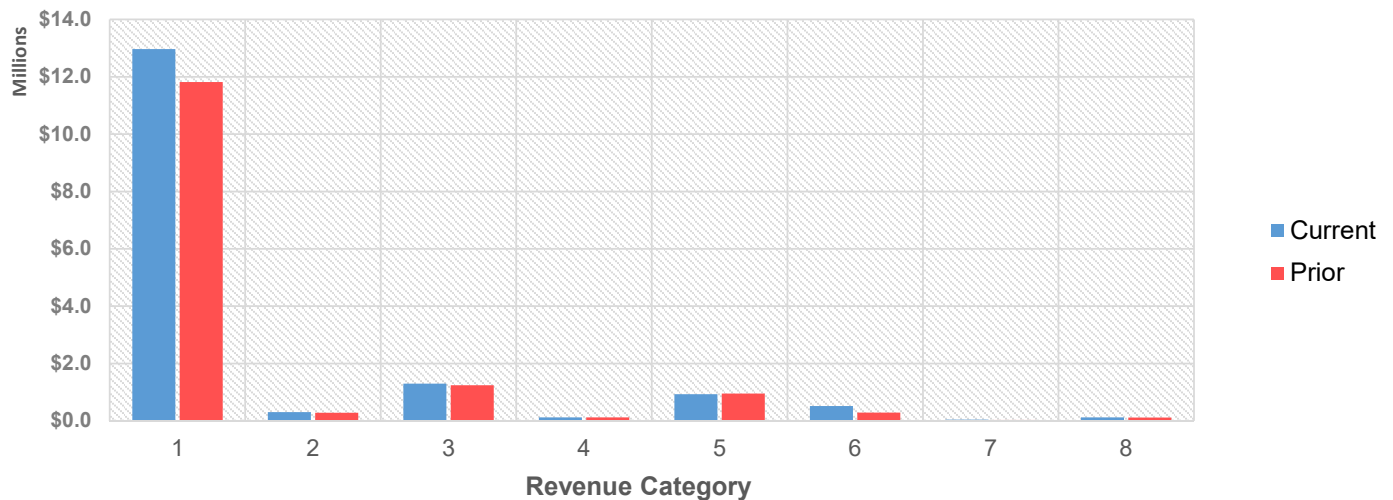
25.2% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	12,965,063	71.8%	11,815,439	71.6%	0.2%	1,149,624
2 Licenses & Permits	304,220	38.3%	282,361	43.6%	-5.4%	21,858
3 Intergovernmental Revenue	1,296,063	28.5%	1,240,687	28.9%	-0.4%	55,375
4 Charges for Services	118,047	21.5%	119,694	26.2%	-4.7%	(1,646)
5 Enterprise Contributions	926,993	25.0%	952,148	25.1%	-0.1%	(25,155)
6 Miscellaneous Revenue	514,057	168.8%	284,447	102.3%	66.5%	229,610
7 Fines & Forfeitures	42,645	21.3%	29,519	17.4%	4.0%	13,125
8 Interfund Transfers	116,608	22.7%	114,723	22.3%	0.4%	1,885
Total Revenues	\$16,283,695	56.8%	\$14,839,019	55.7%	1.1%	\$1,444,676

Current Year vs. Prior Year



Discussion

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

- The decrease in charges for services is attributable to the timing of tennis and dog park fee receipts compared to the same point in the prior year.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

December 31, 2023

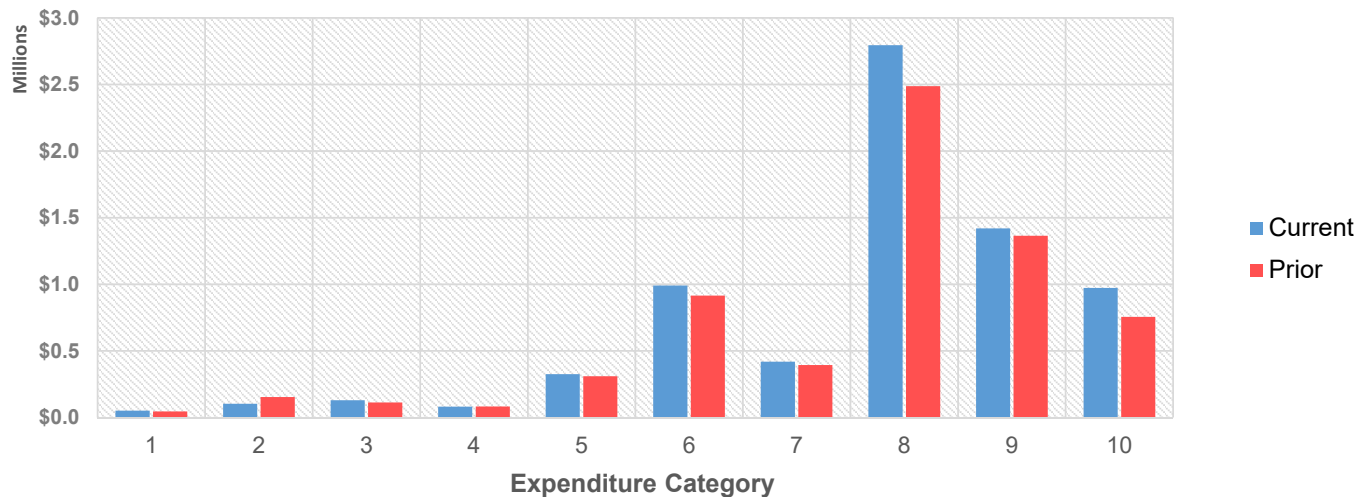
25.2% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	52,182	15.0%	46,168	23.5%	-8.6%	6,014
2 City Attorney	103,726	19.0%	153,800	26.6%	-7.6%	(50,074)
3 City Clerk	130,014	24.4%	112,580	23.5%	0.9%	17,434
4 Building Maintenance	81,232	16.4%	82,659	18.2%	-1.8%	(1,427)
5 Planning and Development	325,911	20.8%	309,876	20.3%	0.5%	16,035
6 Parks and Recreation	990,992	22.3%	915,213	22.2%	0.2%	75,779
7 Public Works	419,908	21.1%	394,396	21.4%	-0.2%	25,512
8 Police	2,796,225	25.6%	2,488,396	24.6%	1.0%	307,829
9 Fire Services	1,419,649	37.8%	1,364,618	38.2%	-0.4%	55,031
10 Non-Departmental	973,264	22.3%	756,033	18.0%	4.4%	217,231
Total Expenditures	7,293,103	25.2%	6,623,738	24.4%	0.8%	\$669,365

Current Year vs. Prior Year



Discussion

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

- 2 The decrease in City Attorney expenditures is largely due to a reduction in outside legal services required in the current year versus the prior year at the same point.
- 6 The increase in Parks and Recreation expenditures is largely due to a planned dump truck replacement.
- 8 The increase in Police expenditures is largely due to the rise in payroll and benefits costs.
- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 5th of 10 annual payments to satisfy this obligation.



SUMMARY BUDGET REPORT

December 31, 2023

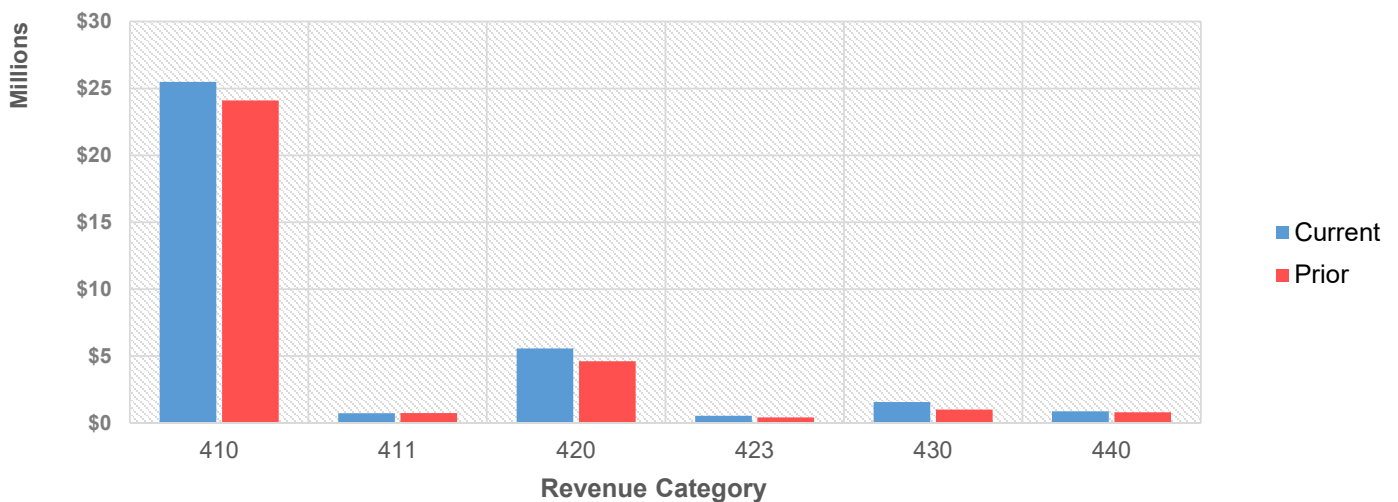
25.2% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	25,485,477	25.8%	24,098,949	25.1%	0.7%	1,386,528
411 Natural Gas	722,280	29.6%	729,121	33.0%	-3.4%	(6,841)
420 Water & Sewer	5,559,338	32.0%	4,613,033	28.9%	3.2%	946,305
423 Stormwater	524,033	36.7%	408,583	28.8%	7.8%	115,451
430 Sanitation	1,558,881	24.0%	991,343	25.6%	-1.6%	567,539
440 Golf Course	862,021	30.2%	788,605	27.8%	2.4%	73,416
Total Revenues	\$34,712,031	26.8%	\$31,629,634	25.9%	1.0%	\$3,082,398

Current Year vs. Prior Year



Discussion

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

- 410 The increase in Electric revenues reflects an increase in consumption as well as strong investment earnings performance compared to the prior year at the same time.
- 420 The increase in Water & Sewer revenues reflects an increase in consumption as well as strong investment earnings performance compared to the prior year at the same time.
- 423 The increase in Stormwater revenues reflects strong investment earnings performance compared to the prior year at the same time.
- 430 The dollar increase in Sanitation is largely attributable to a rate increase enacted to recover the cost of the solid waste and recycling contract.



SUMMARY BUDGET REPORT

December 31, 2023

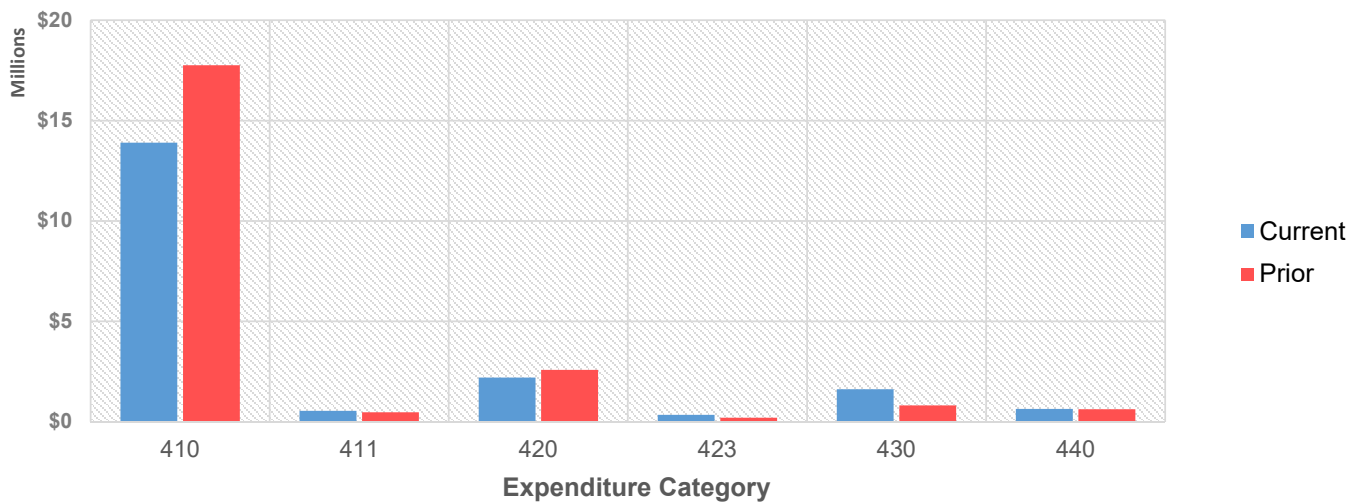
25.2% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	13,903,827	13.2%	17,759,182	17.5%	-4.3%	(3,855,355)
411 Natural Gas	537,124	23.0%	462,349	22.7%	0.3%	74,775
420 Water & Sewer	2,198,188	12.3%	2,578,995	13.5%	-1.2%	(380,806)
423 Stormwater	338,030	6.5%	192,449	4.1%	2.4%	145,581
430 Sanitation	1,613,080	21.4%	804,941	17.5%	3.9%	808,139
440 Golf Course	629,853	19.8%	615,899	21.7%	-1.9%	13,954
Total Expenditures	\$19,220,103	13.6%	\$22,413,815	16.6%	-3.0%	(\$3,193,712)

Current Year vs. Prior Year



Discussion

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

410 The decrease in Electric expenditures is primarily attributable to a reduction in the cost of purchased power.

420 The decrease in Water & Sewer expenditures is due to the timing of capital projects.

430 The increase in Sanitation expenditures over the prior year reflects the new solid waste and recycling contract.



SUMMARY BUDGET REPORT

December 31, 2023

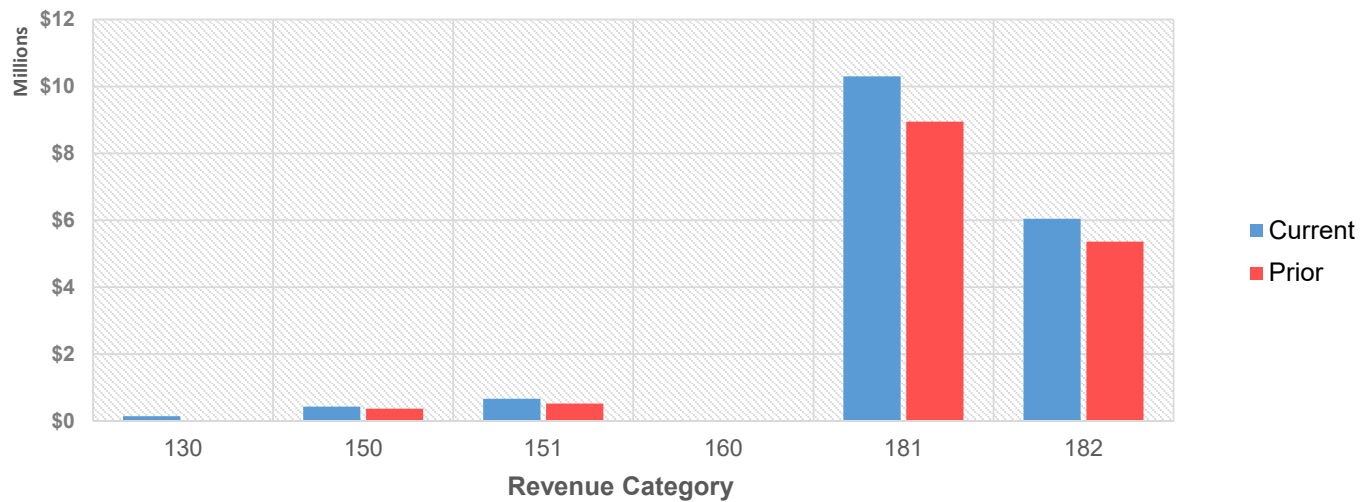
25.2% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	137,899	22.2%	19,971	4.8%	17.4%	117,928
150 Local Option Gas Tax	429,182	32.7%	364,035	31.5%	1.2%	65,147
151 Infrastructure Surtax	660,296	34.8%	518,511	35.1%	-0.3%	141,785
160 Community Dev Blk Grant	23,608	16.6%	21,723	15.3%	1.3%	1,885
181 Downtown Increment Fund	10,299,364	106.6%	8,944,909	99.6%	7.0%	1,354,455
182 Southend Increment Fund	6,044,720	198.8%	5,358,092	181.7%	17.0%	686,628
Total Revenues	\$17,595,069	105.5%	\$15,227,240	100.7%	4.8%	\$2,367,828

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds over budget for the current year and ahead to the prior year actuals on a percent of budget basis.

130 Convention Development revenues are normally received two months in arrears and reflect receipts through October.

151 The increase in Infrastructure Surtax reflects strong investment earnings performance compared to the prior year at the same time.

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

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases from the prior year reflect both property tax growth and strong investment earnings performance.



SUMMARY BUDGET REPORT

December 31, 2023

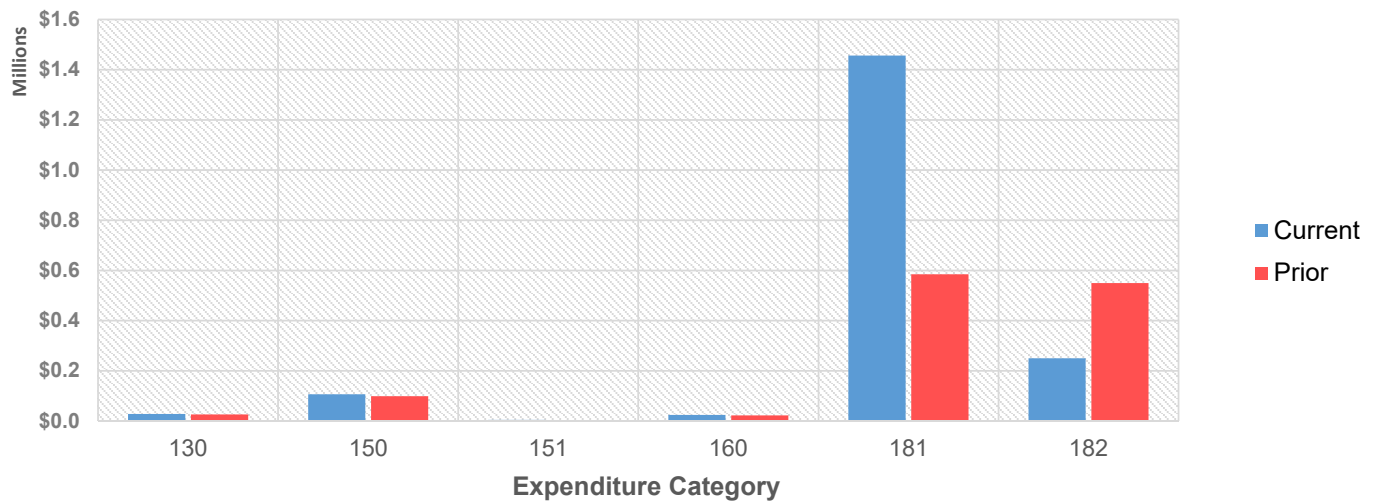
25.2% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	27,295	3.6%	25,744	5.3%	-1.7%	1,551
150 Local Option Gas Tax	105,932	12.6%	98,491	12.0%	0.7%	7,441
151 Infrastructure Surtax	4,203	0.4%	2,739	0.2%	0.2%	1,464
160 Community Dev Blk Grant	23,608	16.6%	21,723	15.3%	1.3%	1,885
181 Downtown Increment Fund	1,456,188	3.3%	584,396	2.0%	1.3%	871,792
182 Southend Increment Fund	249,362	6.8%	549,036	4.5%	2.3%	(299,674)
Total Expenditures	\$1,866,588	3.7%	\$1,282,129	2.9%	0.8%	\$584,459

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and in line with the prior year on a percentage of budget basis.

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

181 Variances from the prior year in the Downtown Increment Fund are due to the timing of capital project expenditures.

182 Variances from the prior year in the Southend Increment Fund are due to the timing of capital project expenditures.



SUMMARY BUDGET REPORT

December 31, 2023

25.2 of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	28,677,150	7,228,213	16,283,695	9,055,482
130 Convention Development Tax	621,000	156,526	137,899	(18,627)
150 Local Option Gas Tax	1,312,119	330,726	429,182	98,456
151 Infrastructure Surtax	1,897,885	478,371	660,296	181,925
160 Community Dev. Blk. Grant	142,000	35,792	23,608	(12,184)
181 Downtown Increment Fund	9,658,445	2,434,457	10,299,364	7,864,907
182 Southend Increment Fund	3,041,338	766,584	6,044,720	5,278,136
410 Electric Utility	98,721,646	24,883,264	25,485,477	602,213
411 Natural Gas Utility	2,438,230	614,568	722,280	107,712
420 Water & Sewer Utility	17,347,214	4,372,448	5,559,338	1,186,890
423 Storm Water Management	1,429,628	360,345	524,033	163,689
430 Sanitation Fund	6,496,085	1,637,369	1,558,881	(78,488)
440 Golf Course Fund	2,853,000	719,112	862,021	142,909
460 Leased Facilities Fund	788,500	198,745	203,816	5,071
500 Internal Service Funds	17,948,519	4,524,010	4,349,832	(174,178)
Total Revenues	\$193,372,759	\$48,740,531	\$73,144,444	\$24,403,913

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	28,938,755	7,294,152	7,293,103	1,049
130 Convention Development Tax	762,846	192,279	27,295	164,984
150 Local Option Gas Tax	839,471	211,593	105,932	105,661
151 Infrastructure Surtax	1,036,705	261,306	4,203	257,104
160 Community Dev. Blk. Grant	142,000	35,792	23,608	12,184
181 Downtown Increment Fund	44,119,054	11,120,419	1,456,188	9,664,231
182 Southend Increment Fund	3,660,338	922,606	249,362	673,244
410 Electric Utility	105,375,293	26,560,348	13,903,827	12,656,521
411 Natural Gas Utility	2,338,195	589,353	537,124	52,229
420 Water & Sewer Utility	17,879,158	4,506,528	2,198,188	2,308,339
423 Storm Water Management	5,202,977	1,311,435	338,030	973,406
430 Sanitation Fund	7,542,707	1,901,175	1,613,080	288,095
440 Golf Course Fund	3,177,468	800,896	629,853	171,043
460 Leased Facilities Fund	1,168,436	294,510	559,302	(264,792)
500 Internal Service Funds	18,076,519	4,556,273	4,086,075	470,199
Total Expenditures	\$240,259,921	\$60,558,665	\$33,025,170	\$27,533,495

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	8,990,592	9,056,531
130 Convention Development Tax	110,604	146,357
150 Local Option Gas Tax	323,250	204,117
151 Infrastructure Surtax	656,093	439,029
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	8,843,176	17,529,138
182 Southend Increment Fund	5,795,358	5,951,380
410 Electric Utility	11,581,650	13,258,733
411 Natural Gas Utility	185,156	159,942
420 Water & Sewer Utility	3,361,150	3,495,229
423 Storm Water Management	186,004	1,137,094
430 Sanitation Fund	(54,199)	209,607
440 Golf Course Fund	232,168	313,952
460 Leased Facilities Fund	(355,486)	(259,721)
500 Internal Service Funds	263,758	296,021
Total	40,119,274	\$51,937,407



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

December 31, 2023

Type of Investment	10/1/2023 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	12/31/2023 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	42,784,100	184,055	(37,875)	1,182,279	(21,682)	1,306,778	0	44,090,878	0.47%
Galliard Capital Management	54,380,477	491,461	(120,070)	1,174,375	(26,782)	1,518,984	(0)	55,899,461	0.55%
Garcia Hamilton & Associates	54,737,511	280,230	74,316	1,347,754	(26,833)	1,675,467	(0)	56,412,977	0.60%
State Pooled Investment Fund	34,014,515	483,645	-	-	-	483,645	(0)	34,498,160	0.17%
Florida Trust	30,677,433	424,234	-	-	-	424,234	-	31,101,668	0.15%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	13,056,741	178,422	-	-	-	178,422	0	13,235,164	0.06%
Operating Cash: Bank of America	20,720,299	231,382	-	-	(47,251)	184,131	29,349,390	50,253,820	0.09%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	250,377,802	2,273,429	(83,629)	3,704,408	(122,548)	5,771,661	29,349,390	285,498,853	2.18%
Pension: Salem Mutual Fund	61,750,063	983,711	-	4,724,123	-	5,707,834	(2,000,000)	65,457,898	5.36%
Pension: Sawgrass Asset Mgt	23,702,642	222,760	(414,028)	1,845,455	(19,641)	1,634,546	2,000,000	27,337,188	1.58%
Pension: Wells Capital	14,229,811	15,603	156,621	1,761,602	(17,996)	1,915,830	-	16,145,642	1.90%
Pension: JPMCB - Strategic Property Fund	5,933,969	-	-	(196,563)	-	(196,563)	0	5,737,406	-0.17%
TOTAL PENSION INVESTMENTS	105,616,486	1,222,074	(257,407)	8,134,617	(37,637)	9,061,647	0	114,678,132	8.58%
TOTAL CASH AND INVESTMENTS	\$355,994,287	\$3,495,503	(\$341,036)	\$11,839,025	(\$160,185)	\$14,833,307	\$29,349,390	\$400,176,985	



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property and Procurement Officer through Ashlie Gossett, Chief Financial Officer
DATE:	12/13/2023
SUBJECT:	Commercial Lease Agreement with Franklin Electric Service, Inc., for Property in the Industrial Park

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Since 2016, parcel 730 has been leased to Franklin Electric Coastal Improvements, a local electrical contracting business. The current lease expires on January 31, 2024. The tenant wishes to remain at this location and enter into a new lease agreement with the City.

The new lease agreement would begin on February 1, 2024, and includes the following key provisions:

- The lease is for five years and renewable for up to five additional three-year terms.
- Either party may terminate the lease with 90 days written notice.
- Monthly rent will be \$2,956.94 due on the first of each month based on the internal and external square footage.
- The rent will increase by 4% annually on October 1.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.

FINANCIAL IMPACT

Revenues received from the City's Industrial Park are used to fund technology purchases such as annual license agreements and computer replacements.

REQUESTED ACTION

Approve a Commercial Lease Agreement with Franklin Electric Service, Inc., for property in the Industrial Park

ATTACHMENTS

1. Lease Agreement Franklin Electric Effective 2-1-2024

**CITY OF JACKSONVILLE BEACH
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into on February 1, 2024, by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor"), a municipal corporation organized and existing under the laws of the State of Florida whose principal address is 11 North Third Street, Jacksonville Beach, FL 32250, and Franklin Electric Service, Inc., whose mailing address is 109 Belvedere Place, Ponte Vedra Beach, FL 32082 (hereinafter, "Lessee").

I. PREMISES

In consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, Lessor does hereby lease to the Lessee certain premises in Jacksonville Beach, Duval County, Florida described as follows:

Industrial Park, located at 730 10th Street South, Jacksonville Beach, Florida 32250, which consists of 2,240 square feet interior and 7,160 square feet exterior (hereinafter "Leased Premises").

II. RENT

Commencing on February 1, 2024, Lessee agrees to pay Lessor \$2,956.93 on the first day of every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXV below. Such Initial Rent shall increase by 4% on October 1, 2024, and shall increase by 4% of the then current monthly rent on October 1 of every year thereafter.

A late fee in the amount equal to 1.5% of the current monthly rent due shall be assessed against the Lessee if the full amount of monthly rent due has not been received by the Lessor by the 8th day of each month.

Lessee shall make rent payable and delivered to:

City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250.

III. LEASE TERM

The initial term of this Lease shall be five years, commencing on February 1, 2024, and terminating on January 31, 2029, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for five additional three-year terms, for a maximum lease period of no more than 20 years. For any renewal period, Lessee may only exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY

Lessee agrees that this Lease shall operate to terminate any prior, unwritten, rental arrangement or use agreement between the Lessor and Lessee for the Leased Premises, and that the terms of this Lease shall govern the parties for any term hereof.

V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS

Either party may terminate this Lease Agreement without cause and without penalty upon 90 days' written notice to the other as provided in Article XXI below.

At the termination or expiration of this Lease, Lessee shall remove all its personal property from the Leased Premises and surrender the Lease Premises to the Lessor in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. If after seven (7) calendar days from the date of termination or expiration the Lessee has failed or refused to remove all of its personal property from the Leased Premises, the Lessor shall have the right to remove such personal property from the Lease Premises, without liability to Lessee for any damage or loss of such personal property that may directly or indirectly result from Lessor's removal, at the cost and expense of the Lessee. Lessee agrees that Lessor shall at no time during or after this leasehold have a duty to protect the condition or provide for the safekeeping of Lessee's personal property. If Lessee holds over (fails or refuses to surrender possession of the Leased Premises) after the expiration or termination of this Lease, such tenancy shall be from month-to-month only and shall be payable at a monthly rate of two times the monthly rent due, as calculated under the provisions of Section II. No holding over by Lessee shall constitute or operate to extend any term of this Lease. Lessee agrees to pay all costs incurred by Lessor, including actual attorney's fees and legal expenses, arising out of, or related to Lessee's failure or refusal to surrender the Leased Premises after the expiration or termination of this Lease.

VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT

If the Lessee defaults in the performance of any obligation, covenant, or agreement in this Lease, and fails to correct or cure such default within 30 days of notice of default from the Lessor, the Lessor, at its sole option, may terminate this Lease, which shall be effective 15 calendar days after written notice of termination from the Lessor to Lessee.

VII. WAIVER OF DEFAULT

The Lessor's failure to act regarding any default or breach by the Lessee of any obligation, covenant, or agreement in this Lease shall not constitute a waiver of any such obligation, covenant, or agreement or the waiver of any subsequent obligation, covenant, or agreement.

VIII. PERMITTED USE

Lessee may use the Leased Premises for the expressed purpose of providing office space to perform such functions commensurate with the services the Lessee renders to the public. No other uses or deviations will be permitted without the consent of the Lessor. The Lessee shall not use the Leased Premises for any unlawful use nor in any manner that is in violation of local or state law or regulation. Lessee agrees to comply with all federal, state, and local laws and regulations that apply or may apply to Lessee's possession and use of the Leased Premises.

IX. "AS-IS" DELIVERY, IMPROVEMENTS, MAINTENANCE, AND REPAIR

Lessor shall deliver, and the Lessee agrees to accept, the Leased Premises "as is" "where is", except to the extent expressly provided in this Lease. The Lessee shall, during the term of this lease and at the Lessee's sole expense, be responsible for all costs and expenses, whether foreseen or unforeseen, of any improvements, repairs, services, and utilities required to operate and maintain the Leased Premises, including HVAC system repairs. Lessee agrees to keep the interior of the Leased Premises in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. The Lessee shall be responsible for and pay for any damage to the Leased Premises caused by said Lessee.

Lessor shall maintain and keep in repair the exterior of the Leased Premises during the terms of this lease and shall be responsible for the replacement of all windows broken or damaged in the Leased Premises, except such breakage or damage caused to the exterior of the Leased Premises by the Lessee, its officers, agents, or employees.

X. ALTERATIONS

Lessee shall not make any alterations, changes, additions, or improvements to the Leased Premises without the express written consent of the Lessor. If, because of any act or omission of the Lessee, his successors or assigns, any mechanics, material men, laborers or other liens or other order for payment of money shall be filed against the Leased Premises, or any part thereof, or against the Lessor, then the Lessee shall, at Lessee's own cost and expense, cause the same to be canceled and discharged of record, and further shall indemnify and hold harmless the Lessor from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, resulting therefrom or by reason thereof.

XI. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the Leased Premises during this lease shall be at the sole risk of the Lessee, and Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person on the Leased Premises. Lessor shall be held harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the Lessee's sole negligence.

XII. LIMITATION OF LIABILITY

a. Lessee represents that Lessee has inspected the Leased Premises, any improvements located thereon, and the roadways and any other means of ingress and egress from the Leased Premises. Lessee accepts the condition of the Leased Premises and fully assumes all risks incidental to the use of the roadways and the Leased Premises. Lessor shall not be liable to Lessee's agents, employees, visitors, guests or invites from any cause or condition whatsoever. Lessor makes no warranty of the suitability of the Leased Premises for the use contemplated herein.

b. Lessor shall not be liable to Lessee for any claim for compensation or any losses, damages or injuries sustained by Lessee resulting from failure of any water supply, heat or electrical current, whether on the surface or underground, including stability, moving, shifting, settlement or is placement of materials by fire, water, windstorm, tornado, act or state of war, civilian commotion or riot, or any other cause beyond the control of the Lessor.

XIII. INSURANCE AND INDEMNIFICATION

a. Commencing on February 1, 2024, and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall procure, maintain, and pay for a Commercial General Liability insurance policy providing coverage which protects Lessor and Lessee from claims arising from bodily injury, property damage, operations, premises, and fire liability. This insurance policy shall have a combined single limit of not less than \$2,000,000.00. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.

b. Commencing on February 1, 2024, and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall provide, maintain, and pay for a property insurance policy providing coverage for the Leased Premises, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value thereof. Deductibles for all perils shall not be greater than \$1,000.00. The policy shall be endorsed to make any loss payments payable jointly to Lessor and Lessee for losses covered under such policies. Lessee shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed building, improvements, betterments, and equipment; otherwise, the entire proceeds of such policy shall become payable to Lessor.

c. Lessee shall provide Lessor with certificates of insurance stating that the required coverages are in force within 10 days after execution of the Lease, and annually thereafter. Lessee shall supply proof of insurance subject to all requirements of this Section to Lessor for any Lessor-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.

d. Recognizing the extended term of this Lease, Lessor agrees that Lessee shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in Lessee's use of the premises, measurable changes in local and national economic indicators, and changes in Lessor policies and procedures.

e. No oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements herein shall constitute the Lessor's approval of the Lessee's insurer or insurance coverage or shall alter in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations provided herein shall also extend to claims arising during any term of this lease and asserted after the expiration or termination of this Lease.

XIV. JANITORIAL AND WASTE COLLECTION SERVICES

Lessee shall be responsible for the cost and expense of any janitorial supplies and services utilized for the Leased Premises. The Lessee must furnish the Lessor with the name of any janitorial service utilized by the Lessee during any term of this Lease. The Lessee agrees that the Lessor reserves the right for Lessor and/or its authorized representative(s) to enter the Leased Premises to inspect and to ensure the facility's use is conformance with the authorizations of this Lease, and is maintained in a clean, sanitary condition upon 24 hours' prior notice, unless such notice is deemed unreasonable to protect the Leased Premises, as shall be determined in the Lessor's sole discretion.

Lessee shall be responsible for the cost and expense for the collection and removal of all rubbish, refuse, solid waste, yard waste, recyclables, noncombustible refuse, construction and

demolition debris, industrial waste, hazardous waste, and/or pathological waste, that originates from the Leased Premises during any term of this Lease. If, for the Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased Premises the Lessor must perform any related act, the Lessee agrees to reimburse the Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to the Lessor within 30 days of Lessor's demand for payment.

XV. UTILITIES

The Lessee will promptly pay all water, sewer, garbage, and electricity or charges which may become payable during the term of this Lease for the water, sewer, garbage, and electricity used by the Lessee on the Leased Premises. The Lessor will provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, water, sewer, and garbage.

XVI. ENVIRONMENTAL PROVISIONS

a. The Lessee shall be solely responsible for all such costs and expenses which arise out of environmental contamination for which the Lessor may be held liable caused by the Lessee, the Lessee's agents, employees, contractors, or invites during any prior or current tenancy or occupancy of the Leased Premises or any portion thereof.

b. The parties' responsibilities, obligations, and liabilities pursuant to this Lease shall survive the expiration or early termination of this Lease.

c. Nothing in this Lease shall be deemed to be a waiver of the Lessor's right to act against responsible parties for remediation of or payment for environmental contamination on the Leased Premises, nor be deemed to be an assumption by the Lessor of the responsibility for such remediation or payment, except as may be imposed on the Lessor as a matter of law.

d. The Lessee acknowledges that remediation steps taken to correct any environmental contamination may extend over multiple years and may cause inconvenience and business interruption to the Lessee. The Lessor shall not be liable to the Lessee in any manner for such inconvenience and disruption.

e. Except as properly permitted under federal, state, and local laws and rules and regulations, Lessee shall not conduct nor permit or authorize to any other person, the generation, storage, treatment, or disposal of any hazardous materials (as defined under federal, state, and local environmental laws), on or in any location that might adversely affect or contaminate the Leased Premises. This paragraph shall not apply to properly permitted storage, if any, allowed under the terms of this Lease.

f. The Lessee shall store, utilize, and dispose of all industrial, domestic, hazardous, and solid wastes permitted under the terms of this Lease in accordance with applicable federal, state, and local laws, rules, and regulations.

g. Lessee shall promptly provide the Lessor written notice of any spill or release of hazardous materials at or from the Leased Premises

h. Lessee shall not install or utilize any irrigation wells on the Leased Premises without the written permission of the Lessor.

i. In the event that any environmental condition or any hazardous materials prohibited by or actionable under applicable law should now or hereafter arise from, contaminate, or be located on the Leased Premises (regardless of the source of such condition or materials), Lessee hereby agrees, at its expense, to forthwith (1) remove said materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, city, or local agency or department relative thereof; and (3) return the Leased Premises to proper condition without any diminution in the value thereof.

j. Failure of Lessee to comply with the obligations of this section shall constitute a default under the Lease.

XVII. TAXES

Lessee shall pay and be responsible for all applicable taxes (including ad valorem taxes), payments in lieu of taxes, assessments, levies, fees, water, and sewer charges, foreseen and unforeseen, which are or may be imposed upon the Leased Premises.

XVIII. FIRE AND OTHER HAZARDS

If the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, the Lessor at its option may forthwith repair the damage to such Leased Premises at its own cost and expense.

XIX. SUBLETTING AND ASSIGNMENT

The Lessee shall not, directly, or indirectly, transfer, sublet or assign all or any part of the Leased Premises without the prior written consent of the Lessor, which consent Lessor, in its sole discretion, may give or withhold as it determines to be in its own best interest. Any sublease made or assignment given by the Lessee without Lessor's written consent shall constitute a default by the Lessee and be voidable at the Lessor's election. In no event shall the granting of consent to one or more assignments, subleases or transfers constitute a waiver of Lessor's right to refuse consent as to subsequent assignments, subleases, or transfers. Stock transfers or asset transfers which change the management or policy making individuals of the Lessee shall be considered an indirect transfer" of the Lease, requiring the express written consent of the Lessor.

XX. AUTHORITY OF CITY MANAGER TO RENEW

If renewed pursuant to the expressed terms of this Lease, the City Manager is authorized to agree to any period of renewal up to the maximum renewals authorized herein. Any new lease entered between the Lessor and Lessee shall be approved by the City Council.

XXI. NOTICES

The Lessor hereby designates the City Manager or the City Manager's designee as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease agreement and the Leased Premises. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

Notice to the Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing from time to time.

XXII. ENTIRE AGREEMENT

Lessor and Lessee understand and agree that no oral arrangements or agreements between them shall affect, supersede, amend, or cancel any term of this Lease, and that this Lease contains all of the terms, obligations, covenants, conditions, and warranties related to the Lessee's possession, use, and occupancy of the Leased Premises and that no term herein may be modified, deleted, or added except in writing and signed by the parties.

XXIII. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of the Lease agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Lease agreement.

XXIV. GOVERNING LAW

The terms of this Lease shall be governed by the laws of the State of Florida. Lessor and Lessee agree that in the event of a dispute, the courts of Duval County, Florida shall have personal and subject matter jurisdiction over the parties.

XXV. CALCULATION TABLE

	Internal	External	
Square Footage	2,240	7,160	
Yearly Rate	\$11.11	\$1.48	
Yearly Rent	\$24,886.40	\$10,596.80	\$ 35,483.20
Monthly Rent	\$ 2,073.87	\$ 883.07	\$ 2,956.93

XXVI. MISCELLANEOUS PROVISIONS

a. Lessee agrees that no signs or advertising matter may be erected on the Leased Premises without the consent of the City Manager or his/her designee and the issuance of a sign permit by the City of Jacksonville Beach Planning & Development Department.

b. Lessee shall pay all legal taxes of any nature, including but not limited to, ad valorem and non-ad valorem taxes, impact fees, and assessments against the Leased Premises and the buildings placed on the premises by the Lessee accruing during the term of this Agreement or any renewal thereof. All ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis.

c. Lessee expressly agrees for Lessee and Lessee's successors and assigns, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that the Lessee and Lessee's successors and assigns shall use the premises in compliance with all other requirements imposed by City, State or Federal laws; that in the event of breach of any of the above mentioned nondiscrimination laws, the Lessor shall have the right to terminate the Lease and to reenter and as if said Lease had never been made or issued.

IN WITNESS WHEREOF, we, the LESSOR and LESSEE, have hereunto affixed our hands and seals.

LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk
Date: _____

Sign: _____
Print: Christine H. Hoffman
Title: Mayor
Date: _____

Approved as to form and legal sufficiency:

Sign: Clifford B. Shepard
Print: Clifford B. Shepard
Title: City Attorney
Date: 12/14/23

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager
Date: _____

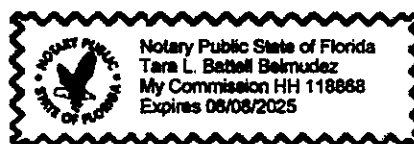
LESSEE - FRANKLIN ELECTRIC SERVICES, INC.

Sign: [Signature]
(Signature of person with authority to legally bind Franklin Electric Services, Inc.)
Print: John L. Waldrop
Title: President
Date: 12/14/23

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of December, 2023 (year), by John Waldrop [NAME], _____ [TITLE] of Franklin Electric Services, Inc., a Florida Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Tara Batteel-Belmudez
Notary Public
My commission expires: 6/6/2025



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property and Procurement Officer through Ashlie Gossett, Chief Financial Officer
DATE:	11/17/2023
SUBJECT:	Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for Property in the Industrial Park

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Since 2016, parcel 740-B has been leased to Heart Utilities of Jacksonville, a local licensed electrical contractor. The current lease expires on January 31, 2024. The tenant wishes to remain at this location and enter into a new lease agreement with the City.

The new lease agreement would begin on February 1, 2024 and includes the following key provisions:

- The lease is for five years and renewable for up to five additional three-year terms.
- Either party may terminate the lease with 90 days written notice.
- Monthly rent will be \$1,098.11 due on the first of each month based on the property's square footage.
- The rent will increase by 4% annually on October 1.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.

FINANCIAL IMPACT

Revenues received from the City's Industrial Park are used to fund technology purchases such as annual license agreements and computer replacements.

REQUESTED ACTION

Approve a Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for property in the Industrial Park

ATTACHMENTS

1. Lease Agreement Heart Utilities Effective 2-1-2024 - tenant signed

**CITY OF JACKSONVILLE BEACH
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into on February 1, 2024 by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor"), a municipal corporation organized and existing under the laws of the State of Florida, whose principal address is 11 North Third Street, Jacksonville Beach, FL 32250, and Heart Utilities of Jacksonville, Inc., whose mailing address is 1180 Lane Avenue South, Jacksonville, Florida 32205 (hereinafter, "Lessee").

I. PREMISES

In consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, Lessor does hereby lease to the Lessee certain premises in Jacksonville Beach, Duval County, Florida described as follows:

**Industrial Park, located at 740-B 10th Street South,
Jacksonville Beach, Florida 32250, which consists of
10,059 square feet (hereinafter "Leased Premises").**

II. RENT

Commencing on February 1, 2024, Lessee agrees to pay Lessor \$1,098.11 on the first day of each and every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXII below. Such Initial Rent shall increase by 4% on October 1, 2024, and shall increase by 4% of the then current monthly rent on October 1 of each and every year thereafter.

A late fee in the amount equal to 1.5% of the current monthly rent due shall be assessed against the Lessee if the full amount of monthly rent due has not been received by the Lessor by the 8th day of each month.

Lessor shall make rent payable and delivered to:

City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250.

III. LEASE TERM

The initial term of this Lease shall be five years, commencing on February 1, 2024, and terminating on February 1, 2029, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for five additional three-year terms, for a maximum lease period of no more than 20 years. For any renewal period, Lessee may only exercise the option to renew for the three-year term next succeeding the current term. Lessee shall exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY

Lessee agrees that this Lease shall operate to terminate any prior, unwritten, rental arrangement or use agreement between the Lessor and Lessee for the Leased Premises, and that the terms of this Lease shall govern the parties for any term hereof.

V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS

Either party may terminate this Lease Agreement without cause and without penalty upon 90 days' written notice to the other as provided in Article XVIII below.

At the termination or expiration of this Lease, Lessee shall remove all of its personal property from the Leased Premises and surrender the Lease Premises to the Lessor in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. If after seven (7) calendar days from the date of termination or expiration the Lessee has failed or refused to remove all of its personal property from the Leased Premises, the Lessor shall have the right to remove such personal property from the Lease Premises, without liability to Lessee for any damage or loss of such personal property that may directly or indirectly result from Lessor's removal, at the cost and expense of the Lessee. Lessee agrees that Lessor shall at no time during or after this leasehold have a duty to protect the condition or provide for the safekeeping of Lessee's personal property. If Lessee holds over (fails or refuses to surrender possession of the Leased Premises) after the expiration or termination of this Lease, such tenancy shall be from month-to-month only and shall be payable at a monthly rate of two times the monthly rent due, as calculated under the provisions of Section II. No holding over by Lessee shall constitute or operate to extend any term of this Lease. Lessee agrees to pay any and all costs incurred by Lessor, including actual attorney's fees and legal expenses, arising out of or related to Lessee's failure or refusal to surrender the Leased Premises after the expiration or termination of this Lease.

VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT

If the Lessee defaults in the performance of any obligation, covenant, or agreement in this Lease, and fails to correct or cure such default within 30 days of notice of default from the Lessor, the Lessor, at its sole option, may terminate this Lease, which shall be effective 15 calendar days after written notice of termination from the Lessor to Lessee.

VII. WAIVER OF DEFAULT

The Lessor's failure to act with regard to any default or breach by the Lessee of any obligation, covenant, or agreement in this Lease shall not constitute a waiver of any such obligation, covenant, or agreement or the waiver of any subsequent obligation, covenant, or agreement.

VIII. PERMITTED USE

Lessee may use the Leased Premises for the expressed purpose of providing office space to perform such functions commensurate with the services the Lessee renders to the public. No other uses or deviations will be permitted without consent of the Lessor. The Lessee shall not use the Leased Premises for any unlawful use nor in any manner that is in violation of local or state law or regulation. Lessee agrees to comply with all federal, state, and

local laws and regulations that apply or may apply to Lessee's possession and use of the Leased Premises.

IX. "AS-IS" DELIVERY, IMPROVEMENTS, MAINTENANCE, AND REPAIR

Lessor shall deliver, and the Lessee agrees to accept, the Leased Premises "as is" "where is", except to the extent expressly provided in this Lease. The Lessee shall, during the term of this lease and at the Lessee's sole expense, be responsible for all costs and expenses, whether foreseen or unforeseen, of any improvements, repairs, services, and utilities required to operate and maintain the Leased Premises, including HVAC system repairs. Lessee agrees to keep the interior of the Leased Premises in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. The Lessee shall be responsible for and pay for any damage to the Leased Premises caused by said Lessee.

Lessor shall maintain and keep in repair the exterior of the Leased Premises during the terms of this lease and shall be responsible for the replacement of all windows broken or damaged in the Leased Premises, except such breakage or damage caused to the exterior of the Leased Premises by the Lessee, its officers, agents, or employees.

X. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the Leased Premises during this lease shall be at the sole risk of the Lessee, and Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the Leased Premises. Lessor shall be held harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the Lessee's sole negligence.

XI. INSURANCE AND INDEMNIFICATION

- a. Commencing on February 1, 2024 and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall procure, maintain, and pay for a Commercial General Liability insurance policy providing coverage which protects Lessor and Lessee from claims arising from bodily injury, property damage, operations, premises, and fire liability. This insurance policy shall have a combined single limit of not less than \$2,000,000.00. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.
- b. Commencing on February 1, 2024 and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall provide, maintain, and pay for a property insurance policy providing coverage for the Leased Premises, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable

value thereof. Deductibles for all perils shall not be greater than \$1,000.00. The policy shall be endorsed to make any loss payments payable jointly to Lessor and Lessee for losses covered under such policies. Lessee shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed building, improvements, betterments, and equipment; otherwise, the entire proceeds of such policy shall become payable to Lessor.

- c. Lessee shall provide Lessor with certificates of insurance stating that the required coverages are in force within 10 days after execution of the Lease, and annually thereafter. Lessee shall supply proof of insurance subject to all requirements of this Section to Lessor for any Lessor-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.
- d. Recognizing the extended term of this Lease, Lessor agrees that Lessee shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in Lessee's use of the premises, measurable changes in local and national economic indicators, and changes in City policies and procedures.
- e. No oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements herein shall constitute the Lessor's approval of the Lessee's insurer or insurance coverage or shall alter in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.
- f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations herein provided shall also extend to claims arising during any term of this lease and asserted after the expiration or termination of this Lease.

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Lessee shall be responsible for the cost and expense of any janitorial supplies and services utilized for the Leased Premises. The Lessee must furnish the Lessor with the name of any janitorial service utilized by the Lessee during any term of this Lease. The Lessee agrees that the Lessor reserves the right for Lessor and/or its authorized representative(s) to enter the Leased Premises to inspect and to ensure the facility's use is in conformance with the authorizations of this Lease, and is maintained in a clean, sanitary condition upon 24 hours' prior notice, unless such notice is deemed unreasonable to protect the Leased Premises, as shall be determined in the Lessor's sole discretion.

Lessee shall be responsible for the cost and expense for the collection and removal of all rubbish, refuse, solid waste, yard waste, recyclables, noncombustible refuse, construction and demolition debris, industrial waste, hazardous waste, and/or pathological waste, that

originates from the Leased Premises during any term of this Lease. If in order for the Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased Premises the Lessor must perform any related act, the Lessee agrees to reimburse the Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to the Lessor within 30 days of Lessor's demand for payment.

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The Lessee will promptly pay all water, sewer, garbage, and electricity or charges which may become payable during the term of this Lease for the water, sewer, garbage and electricity used by the Lessee on the Leased Premises. Lessor will provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, water, sewer, and garbage.

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In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, the Lessor at its option may forthwith repair the damage to such Leased Premises at its own cost and expense.

XVI. SUBLETTING AND ASSIGNMENT

The Lessee shall not sublet or assign all or any part of the Leased Premises without the prior written consent of the Lessor, which may give or withhold such consent as it deems in the best interest of the Lessor, in its sole discretion. Any sublease made or assignment given by the Lessee without Lessor's written consent shall constitute a default by the Lessee and be voidable at the Lessor's election.

XVII. AUTHORITY OF CITY MANAGER TO RENEW

If renewed pursuant to the expressed terms of this Lease, the City Manager is authorized to agree to any period of renewal up to the maximum renewals authorized herein. Any new lease entered into between the Lessor and Lessee shall be approved by the City Council.

XVIII. NOTICES

The Lessor hereby designates the City Manager or the City Manager's designee as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease agreement and the Leased Premises. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

Notice to the Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville

Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing from time to time.

XIX. ENTIRE AGREEMENT

Lessor and Lessee understand and agree that no oral arrangements or agreements between them shall affect, supersede, amend, or cancel any term of this Lease, and that this Lease contains all of the terms, obligations, covenants, conditions, and warranties related to the Lessee's possession, use, and occupancy of the Leased Premises and that no term herein may be modified, deleted, or added except in writing and signed by the parties.

XX. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of the Lease agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Lease agreement.

XXI. GOVERNING LAW

The terms of this Lease shall be governed by the laws of the State of Florida. Lessor and Lessee agree that in the event of a dispute, the courts of Duval County, Florida shall have personal and subject matter jurisdiction over the parties.

XXII. CALCULATION TABLE

INITIAL RENT	
	Year 1
Square footage	10,059
Annual rate per sq. ft.	1.31
Annual rent	13,177.29
Monthly Rent	1,098.11

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[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, we, the LESSOR and LESSEE, have hereunto affixed our hands and seals.

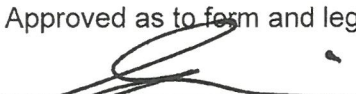
LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk
Date: _____

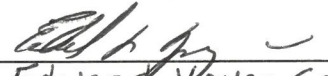
Sign: _____
Print: Christine H. Hoffman
Title: Mayor
Date: _____

Approved as to form and legal sufficiency:


10-18-2023
Sandra R. Robinson, City Attorney

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager
Date: _____

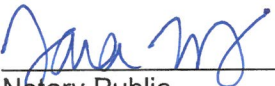
LESSEE - HEART UTILITIES OF JACKSONVILLE, INC.

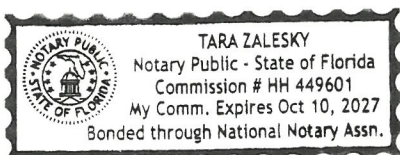
Sign: 
Print: Edward Young Sr.
Title: PRESIDENT
Date: 10/23/2023

(Signature of person with authority to legally bind Heart Utilities of Jacksonville)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of October, 2023 (year), by Tara Zalesky Edward Young [NAME], President [TITLE] of Heart Utilities of Jacksonville, Inc., a Florida Profit Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.


Notary Public
My commission expires: 10.10.2027





CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulus, City Manager
FROM:	Gene Paul N. Smith, Chief of Police
DATE:	11/29/2023
SUBJECT:	Resolution No. 2166-2024 Amending Towing and Storage of Vehicle Fees

BACKGROUND

The City Council is tasked by City Ordinance (attached) to set towing fees for the Police Department's rotating wrecker call list by resolution. The fee schedule has not been updated since 2008 (Resolution 1794-2008 attached). The fees contained in the table in proposed Resolution No. 2166-2024 have been updated to mirror the current fees for the rest of Duval County.

FINANCIAL IMPACT

None. The rate resolution reflects the fees that companies may charge for the towing and storage of vehicles within Jacksonville Beach.

REQUESTED ACTION

Adopt Resolution No. 2166-2024 amending towing and storage of vehicle fees

ATTACHMENTS

1. Code of Ordinances Chapter 31., Sec. 31-53. Establishment of rotating wrecker call list
2. Code of Ordinances Chapter 31., Sec. 31-54. Wrecker equipment insurance fees
3. Resolution No. 1794-2008 Towing fees
4. Resolution No. 2166-2024

Sec. 31-53. Establishment of rotating wrecker call list.

The chief of police, subject to approval by the city manager, is authorized to establish standards and rules for the administration of a rotating wrecker call list to provide safe and dependable wrecker service to the city. All wrecker and towing firms, companies, or corporations licensed to conduct that business with the city may apply for a listing by the police department on the rotating wrecker call list.

(Ord. No. 6996, § 1, 4-16-79)

Sec. 31-54. Wrecker equipment; insurance; fees.

- (a) All wreckers must be equipped at all times with amber flashing lights and all necessary working tools, including but not limited to bolt cutters, crowbars, shovel, broom, axe and fire extinguisher.
- (b) All wreckers must have, maintain and keep in full force and effect liability insurance in an amount not less than one million dollars (\$1,000,000.00) combined single limit liability coverage; to include general liability, personal injury, and property damage. Required insurance shall be documented in certificates of insurance which provide that the city shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change. New certificates of insurance are to be provided to the city at least fifteen (15) days prior to coverage renewals. If requested by the city, the other party shall furnish complete copies of the other party's insurance policies, forms, and endorsements. Certificates are to be mailed to:

Chief of Police
Jacksonville Beach Police Department
101 South Penman Road
Jacksonville Beach, FL 32250

- (c) Fees that wrecker companies may charge for the towing and storage of vehicles shall be adopted by the city council by resolution.

(Ord. No. 2008-7955, §§ 1, 2, 8-18-2008)

Editor's note(s)—Ord. No. 2008-7955, §§ 1, 2, adopted Aug. 18, 2008, repealed the former § 31-54, and enacted a new § 31-54 as set out herein. The former § 31-54 pertained to charges for towing and storage; wrecker equipment; insurance and derived from Ord. No. 6996, § 1, 4-16-79; Ord. No. 94-7599, § 1, 4-18-94; Ord. No. 2001-7806, § 1, 2-19-01.

Introduced By: Councilmember Christian

Adopted: August 18, 2008

RESOLUTION NO. 1794-2008

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH TO SET FEES FOR THE TOWING AND STORAGE OF VEHICLES.

WHEREAS, the City Council, by majority vote, has rescinded the fee structure formerly codified in Chapter 31, Section 31-54, of the Code of Ordinances of the City of Jacksonville Beach, and

WHEREAS, the City Council has determined that fees for the towing and storage of vehicles would be established more efficiently and effectively by Council Resolution rather than by City Ordinance,

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

SECTION 1. Charges for towing and storage of vehicles shall be increased by twenty percent (20%) (rounding each fee to the nearest whole dollar) above the fees in effect as of the date of passage of this Council Resolution.

SECTION 2. Fees that authorized wrecker companies may charge for the towing and storage of vehicles are as follows:

		Daytime (6:00 a.m.- 6:00 p.m.)	Nighttime (6:00 p.m.-6:00 a.m.) Sunday and Legal Holidays
(1)	<i>Class A Wrecker:</i>		
	Passenger cars and light vans	\$ 88.00	\$113.00
	Trucks (half ton to two (2) tons)	\$ 88.00	\$113.00
	Campers, trailers and mobile homes	\$126.00	\$126.00
	Motorcycles	\$ 88.00	\$113.00
(2)	<i>Class B Wrecker</i>		
	Any truck, unit or part thereof from more than two (2) tons to ten (10) tons weight: One hundred, twenty-six dollars (\$126.00) per hour towing charge, but in no event less than a one hundred, twenty dollar (\$120.00) charge for towing, and not more than one hundred, twenty-six dollars (\$126.00) per hour for cleanup, extra labor and waiting time.		

(3)	<i>Class C Wrecker</i>		
	Any truck or unit of ten (10) tons or greater weight: One hundred, eighty-eight dollars (\$188) per hour towing charge for a truck or unit transportable as a whole, but in no event less than a one hundred, eighty-eight dollars (\$188) charge for such towing, or, two hundred, fifty-two dollars (\$252.00) per hour towing charge for a truck or other unit not transportable as a whole, but in no event less than a two hundred, fifty-two dollars (\$252.00) charge for such towing; and not more than two hundred, fifty-two dollars (\$252.00) per hour for cleanup, extra labor or waiting time.		
(4)	<i>Overtured vehicles:</i>		
	Regular price plus:	\$62.00	\$62.00
(5)	<i>On ocean:</i>		
	Driver and/or wrecker must enter water--Regular price plus:	\$62.00	\$88.00
(6)	<i>Use of dollies:</i>		
	Regular price plus:	\$62.00	\$90.00

(b) The charges for storage of vehicles by wrecker service operators shall be as follows:

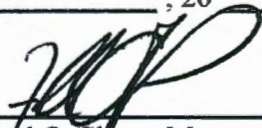
(1) *Storage, outside per day:* Twenty dollars (\$20.00).

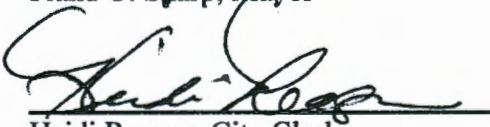
(2) *Storage, inside per day:* Sixteen dollars (\$16.00).

(c) When a wrecker is called and the owner arrives to claim the vehicle before it can be removed, a partial fee of fifty dollars (\$50.00) is authorized if the wrecker has been physically attached to the vehicle. If the owner arrives before the wrecker is attached, no fee will be charged.

SECTION 3. This Council Resolution shall take effect upon its adoption.

AUTHENTICATED THIS 18TH DAY OF August, 20


Fland O. Sharp, Mayor


Heidi Reagan, City Clerk

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2166-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING TOWING AND STORAGE OF VEHICLES FEES; PROVIDING FOR ADOPTION OF RECITALS, INTENT, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 31, Division 2, of the Code of Ordinances of the City of Jacksonville Beach, titled "Impounding Vehicles," authorizes the City Council to set by resolution towing and storage of vehicles fees within the City; and

WHEREAS, on August 18, 2008, the City Council adopted Resolution No. 1794-2008 adopting towing and storage of vehicles fees and establishing an effective date; and

WHEREAS, the City desires to repeal Resolution No. 1794-2008 and amend the towing and storage of vehicles fees.

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

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

SECTION 2. Intent. It is the intent of the City of Jacksonville Beach to adopt towing and storage of vehicles fees as authorized by Chapter 31, Division 2, Section 31-54 of the Code of Ordinances of the City of Jacksonville Beach for towing and storage of vehicles services within the City.

SECTION 3. Rates, Charges, and Fees. There is hereby established a schedule of rates, charges, and fees for the towing and storage of vehicles within the City as follows:

TOWING AND OTHER SERVICE CHARGES				
Applicable 24 hours a day, seven days a week.				
			Rate	Rate Per ¼ Hour
(a)	Class A Wrecker			
	(1)	Motorcycles, cars, pickups (through light duty – one ton with single rear axles), small camper trailers, trailers with single axles, including sling, rollback or dollies.	\$140	
	(2)	Extra charges – Extra charge for rollover or additional winching.	\$50	
	(3)	Extra time at scene – After the first 30 minutes at the scene, extra time at the scene may be charged per hour in one-quarter hour increments, for such services as additional winching, recovery, cleanup, waiting for inventory, or other similar services.		\$30
(b)	Class A Storage (after first six hours)			
	(1)	Per 24-hour day or fraction thereof inside or outside.	\$30	
(c)	Wrap Fee			
	(1)	Towing firm may charge a wrap fee, up to rate, for vehicles which without the wrap cannot be sealed from water.	\$30	

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. Resolution No. 1794-2008 is hereby repealed in its entirety, and all other prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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

AUTHENTICATED this _____ day of _____, 2024.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	12/18/2023
SUBJECT:	United States Lifesaving Association Grant for Ocean Rescue

BACKGROUND

The Ocean Rescue Division recently applied for a Training and Education Grant through the United States Lifesaving Association (USLA). The application was approved for a one-time award of \$1,000. The Division intends to use the grant for public education to increase awareness of beach and ocean safety.

To learn more about the USLA Education Grant Program, click [here](#).

FINANCIAL IMPACT

The budgets for grant proceeds and the corresponding expenditures will be adjusted at mid-year.

REQUESTED ACTION

Accept a Training and Education Grant from the United States Lifesaving Association in the amount of \$1,000 for the Ocean Rescue Division

ATTACHMENTS

1. 2023 JBOR USLA Grant Program Application
2. USLA Grant Acceptance Email



**United States Lifesaving Association
Education Program Grant – Application**

Contact Person: Lt. Maxwell Ervanian

Job Title: Training and Operations Officer

Organization Name: City of Jacksonville Beach

Mailing Address: 2508 South Beach Parkway, Jacksonville Beach, FL 32250

Contact Email: MErvanian@jaxbchfl.net

Contact Telephone: 904-773-4914

1. Please provide a detailed description of the proposed project.
 - The Jacksonville Beach Ocean Rescue Division has a robust education program that provides beach and ocean safety presentations to the community at large. With the help of the USLA Education Program Grant, the Division would be able to purchase educational handouts such as but not limited to: location specific flyers, pens, lanyards, pop-up tents for outside booths, and other like items.
2. Is this a new, existing or enhanced program? Please explain in detail.
 - The Ocean Rescue Division have always provided beach and ocean safety education to the public, however, with recent staffing changes, the Division now has a dedicated Prevention and Education Officer who is tasked with providing beach and ocean safety presentations to the community during the off-season.
3. Please provide a detailed summary of your project budget. Include: expenses, revenue, other partners or sponsors, and if any net revenue, how it will be used by the organization.
 - The Ocean Rescue Division is looking to receive \$1,000 from the USLA Grant Program to help procure public education items that the Division cannot afford to purchase through general funds.

4. Describe how this project will achieve a high priority for your organization and/or USLA.
- With the help of the USLA Grant Program, the Division will be able to provide hand-outs and other items that the community learners can use later in the future to help them stay safe while enjoying the beach.
5. Please provide an explanation of measurable elements that will be evaluated in order to determine if the project objectives were met.
- Unfortunately there is no credible way to quantitatively measure the success of our handouts. However, through experience , I have found that handouts are crucial after a beach and ocean safety presentation for many reasons. Handouts serve as a tangible reference guide for participants, reinforcing key points and safety measures discussed during the presentation. These materials can be taken home and shared with others, extending the reach of vital safety information and promoting responsible beach behavior. Additionally, handouts will include emergency contact numbers, helpful tips, and resources, ensuring that individuals are well-prepared and informed when enjoying the beach.

Print Name of Applicant: Maxwell Ervanian

Signature of Applicant: 

Date: 09/19/2023

Maxwell Ervanian

From: Denise Blair <denise.blair10@gmail.com>
Sent: Friday, November 17, 2023 8:44 PM
To: Maxwell Ervanian; Dan McCormick
Subject: USLA Grant

Caution: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe

Hi Max

Thank you so much for submitting your grant proposal. I am happy to inform you that your proposal was approved for \$1000.

I have copied the treasurer, Dan McCormick, on this email. He needs to know who the check should be made out to and where it should be sent.

Thank you

Denise Blair

Public Education Chair

USLA



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	01/02/2024
SUBJECT:	Election of Mayor Pro-Tem

BACKGROUND

Council Member Cory Nichols resigned from City Council effective December 30, 2023. Mr. Nichols was elected by the City Council as Mayor Pro-Tem on November 21, 2022. His resignation created a vacancy for a Mayor Pro-Tem. Chapter 1. - General Provisions, Section 5. - Mayor pro-tem, of the City Charter, and Section B.2 Mayor Pro-Tem (Vice Mayor), of the Legislative Policy Manual (LPM), outline the process for selecting a Mayor Pro-Tem under various circumstances. While there is no specific reference to the resignation of the Mayor Pro-Tem in either the Charter or the LPM, the general guidance is the City Council should immediately choose from its membership another member to serve as Mayor Pro-Tem. Whoever is selected will serve as Mayor Pro-Tem until the 2024 election results are certified by the City Council in November, at which time a new Mayor Pro-Tem will be selected.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Election of Mayor Pro-Tem

ATTACHMENTS

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	12/19/2023
SUBJECT:	Appointment of Community Redevelopment Agency Alternates

BACKGROUND

At the December 18, 2023, City Council meeting, Ken Marsh was appointed to fill the newly created 1st Alternate position on the Community Redevelopment Agency (CRA), and Thad Moseley was appointed to fill the 2nd Alternate position. Mr. Marsh has declined the 1st alternate member appointment. Staff recommends moving Mr. Moseley to the 1st Alternate position and nominating a new candidate for appointment to fill the 2nd Alternate position.

Interviews of board applicants were held in November 2022, and in August and October 2023. Board applications are valid for two years. There are 10 eligible board applicants who listed the CRA as their first or second board choice. The applicants are Jerry Beatty, Raymond Bragg, John Hanna, Jr., Andrew Hrycaj, Samuel Langham, John O'Connor, Anthony Recco, David Smith, Peter Weigold, and Ron Whittington. Applications are attached. Staff reached out to the applicants to verify they are interested in an Alternate position.

FINANCIAL IMPACT

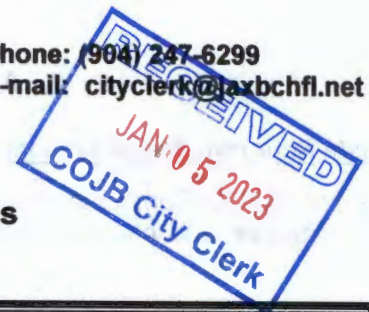
None.

REQUESTED ACTION

1. Appoint Thad Moseley as the 1st Alternate Member to the Community Redevelopment Agency to serve a four-year term beginning in January 2024, and expiring December 31, 2027; and
2. Appoint a new 2nd Alternate Member to the Community Redevelopment Agency to serve an initial three-year term beginning in January 2024, and expiring December 31, 2026

ATTACHMENTS

1. Thad Moseley application
2. Jerry Beatty application
3. Raymond Bragg application
4. John Hanna Jr. application
5. Andrew Hrycaj application
6. Samuel Langham application
7. John O'Connor application
8. Anthony Recco application
9. David Smith application
10. Peter Weigold application
11. Ron Whittington application



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Thaddeus M. Moseley Home Phone: -0-
Home Address: 3701 Duval Drive, Jax Beach
E-Mail Address: thaddeusmoseley@gmail.com Cell Phone: 904-945-7527
Occupation: Landlord/Owner Business Phone: -0-
Business Name: Wave Crest Apartments
Business Address: 120-122 Fourth Avenue North, Jax Beach

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>28 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>3701 Duval Drive, 120-122 4th Ave.. North</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details:

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

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

Please list the type of City meetings you have attended: City Council, Board of Adjustment,
Planning Commission, various Task Force meetings

Education: Attended Bolles School, Jacksonville. Graduated Phillips Academy, Andover, MA, and
Vanderbilt University, Nashville, TN

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

Have constructed, owned, operated four apartment buildings in Jax Beach during the last 28
years - currently own an eight unit building in the downtown CRA. Previously employed for 20
years by the Charter Oil Company in management positions at refineries in the Bahamas and
Texas and by various oil companies in commercial trading positions.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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

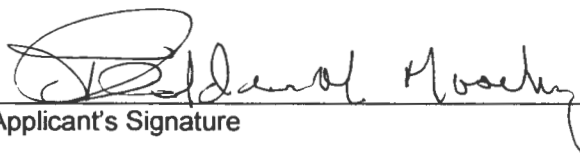
Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

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

Date

JANUARY 5, 2023

Applicant's Signature



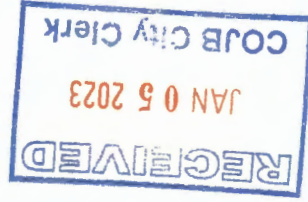
THADDEUS MAURY MOSELEY

DEAR MS. BYRD,

I AM INTERESTED IN SERVING ON THE
COMMUNITY REDEVELOPMENT AGENCY AND
AM ENCLOSE MY APPLICATION. I UNDERSTAND
A POSITION IS OPENING IN MARLIT.

IF REFERENCES WOULD BE HELPFUL,
I AM SURE THAT ART GRAHAM, CHAIR CRA
→

AND ANYLORD CANDLER, CLARE, ARE FIGHTERS
PENSION BOARD, WOULD VOOCII FOR ME.
I APPRECIATE YOUR CONSIDERATION.
Sincerely, THAD MOSLEY





Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Jerry Beatty Home Phone: 404 861-3268
Home Address: 2272 2nd Street South
E-Mail Address: jerrybeatty35@gmail.com Cell Phone: 404 861-3268
Occupation: Retired / Consultant Business Phone: _____
Business Name: _____
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>8 yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>2272 2nd Street So,</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

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

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

Education: BA History / ED Mercer University

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

Was on the board of directors for the "Downtown Development" for the city of Lavonia Ga for 4 years. Was an owner and operated my own safety engineering company for over 25 years before selling in 2014.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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

Date

11/5/23

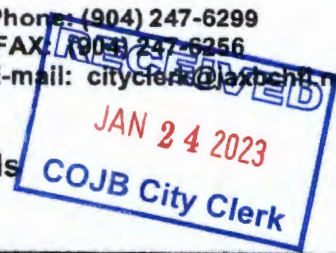
Applicant's Signature



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



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



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: <u>Raymond B. Bragg, Jr 'Buster'</u>	Home Phone: <u>904-247-3204</u>
Home Address: <u>2002 Ocean Front S.</u>	
E-Mail Address: <u>bbragg@comcast.net</u>	Cell Phone: <u>904-613-6177</u>
Occupation: <u>Sr. Tech. Architect</u>	Business Phone: <u>904-218-5368</u>
Business Name: <u>Merrill Lynch</u>	
Business Address: <u>4200 Deer Lake</u>	

Eligibility – Please Circle

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

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

If yes, please provide details: _____

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

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

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

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Beaches resident 30+ years, 40+ yrs in I.T. industry, executive mgt, small business owner, rental property owner, HOA president

Education: <u>B.A. Mathematics & Computer Science, Project Mgt.</u>

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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

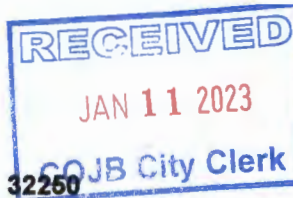
Date

1/25/2023

Applicant's Signature

R. B. Bragg, Jr.

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



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

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: John M. Hanna Jr. Home Phone: (904) 612-9903
Home Address: 3250 Isabella Blvd., Jax Bch, FL, 32250
E-Mail Address: johanhanna48@comcast.net Cell Phone: Same
Occupation: Contractor Business Phone: Same
Business Name: Belmar Contractors, Inc
Business Address: 934 Shetter Ave, Jax Bch, FL, 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>Life</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>964, 934, 953 Shetter Ave.</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details:

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

NO
1 2

Board of Adjustment

Community Redevelopment Agency

1
NO

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: I've attended council meeting and board of adjustment, I also sat on the planning board and code enforcement years ago.

Education:

High School, 2 years College

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

As a life long Resident of Jax Bch I've seen the changes over the years. I believe it would give me a good perspective on the impact of future development. I'm also the owner of commercial properties in Jax bch which would help with knowing the ins and outs of running a business here. I've also been in the construction industry for over 35 years, so I'm familiar with construction practices and Land Development.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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January 11, 2023
Date


Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Andrew Hrycaj Home Phone: N/A
Home Address: 376 1st Street South, Jacksonville Beach FL 32250
E-Mail Address: hrycaj.hrycaj@gmail.com Cell Phone: 404-539-3275
Occupation: Technical Advisor (Construction Materials) Business Phone: 904-900-5260
Business Name: FG Building Products
Business Address: 13400 Sutton Park Drive South, Suite 1602, Jacksonville FL 32224

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>2-1/2 Years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>376 1st St S, Jax Bch 32250</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details:

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

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

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

Education: BS Architecture, Georgia Tech 2010

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

Registered Roofing Observer, IIBEC 2021. Technical Advisor for a rep firm of construction materials, 7 Years. Commercial Roofing Estimator & Project Manager, 5 Years. Architectural Intern, 2 Years. BS Architecture, Georgia Tech 2010.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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Date 1/9/2023

Date

Andrew Hrycaj
Applicant's Signature

ABOUT

Commercial roofing professional specializing in low-slope systems and sheet metal provisions who planted roots in the construction industry after earning a BS ARCH from Georgia Tech in 2010. Diverse experience spanning estimating, project management, technical solutions, complex detailing, field analysis, system installation, and code compliance as a manufacturers sales rep for nearly eight (8) years.

EXPERIENCE

FG Building Products (FGBP) - Jacksonville, FL

Chief Technical Advisor

Jan 2019 - Present

Relocation with HRG ownership to continue as independent sales representation for Firestone Building Products, now with a territory encompassing Florida and Southern Georgia to assist six (6) outside salespeople. Also, facilitating the technical needs of Rooftop Anchor fall protection solutions, BILCO roof scuttles + floor access doors, Elemex composite rainscreen panel systems, and HydroPaver fully permeable ground surface treatments.

Halls Rep Group (HRG) - Houston, TX

Inside Sales/ Technical Advisor

Apr 2016 - Dec 2018

Provide dedicated inside sales and technical support to four (4) outside salespeople with the independent sales rep firm for Firestone Building Products in South and Central Texas. Assist the network of authorized contractors, building owners, architects, and engineers in utilization of the Firestone NDL portal, Intent to Warranty letters, FM Global RoofNav listings, UL Exterior Fire performance validation, and manufacturer approved installation procedures.

Elias Commercial Roof Systems

Estimator

Apr 2015 - Apr 2016

Further development as a low-slope estimator for thermoplastic and asphaltic systems, also overseeing the requisite sheet metal fabrications for complete NDL system installations. Predominant focus on the re-roofing in the educational and governmental sector which honed skills in coordination, disposal, site management, material storage, and temporary dry-in packages. Complete as-built drawings, conduct roof cores, participate in pull tests, and oversee moisture scans to satisfy the contract requirements of district administration as well as their independent roofing consultants.

ANDREW HRYCAJ

HRYCAJ.HRYCAJ@GMAIL.COM
404-539-3275

JACKSONVILLE BEACH, FL

EXPERIENCE (CONT.)

Skyline Roofing Houston - Houston, TX

Estimator

Sept 2011 - Mar 2015

Conduct take-offs from architectural drawings and prepare detailed cost estimates for commercial, industrial, and institutional facilities. Upon award of the project as the Division 7 subcontractor: review and execute contract, dictate SOV, complete submittals, issue POs to vendors, schedule delivery, manage receipt at job site, oversee appropriate rooftop staging, and conduct meetings with the foreman + roofing crew to communicate the system specifics.

Joel Kelly Design Studio - Atlanta, GA

Architectural Intern

May 2008 - Sep 2010

Assisted the design process of two (2) luxury single family residences from design development through close-outs. Tasks included schematics, specifications, construction documents, digital renderings, interior finishes, and furniture selection. Direct contact with commissioning clients, general contractors, and specialty subcontractors during the bidding process and weekly in-progress meetings.

EDUCATION & CERTIFICATION

Georgia Institute of Technology

Bachelor of Science, Architecture, 2010

Registered Roof Observer (RRO)

IIBEC Registration # 2291, 2021

REFERENCES

Charles Allen - National Technical Manager of Thermoplastic Systems
Firestone Building Products

Kirk Trull - Regional Technical Manager of Mid-Atlantic Region
Firestone Building Products

Steve Mackiewicz - Senior Technical Roof Systems Advisor
Texas Lone Star Reps (LS Reps)

reference telephone & email available upon request



Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Samuel A. Langham Home Phone: _____
Home Address: 138 32nd Ave S., Jax Bch., FL 32250
E-Mail Address: salangham@reabc.com Cell Phone: (904) 613-9122
Occupation: RE Appraisals, Brokerage & Consulting Business Phone: (904) 249-3403
Business Name: REABC, LLC / Langham Appraisals, Inc.
Business Address: 138 32nd Ave S., Jax Bch., FL 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>35 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>Multiple</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

N/A

Board of Adjustment

2

Planning Commission

1

Community Redevelopment Agency

N/A

Pension Trustee

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

Education: BSBA ECO UF 1984 / MBA FIN & INT BUS UF 1988

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

~~I have lived, worked and played in Jacksonville Beach since 1988. I am a State Certified General Real Estate Appraiser and am a Member of the Appraisal Institute (MAI). I own and manage properties in Jacksonville Beach.~~

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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10/16/2023

Date



Applicant's Signature



Received
01/05/23
City Clerk's Office

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: John C. O'Connor Home Phone: _____
Home Address: 95 Jardin de Mer Place Jacksonville Beach, FL 32250
E-Mail Address: John@oconEco.com Cell Phone: 941-875-2968
Occupation: Retired economist Business Phone: _____
Business Name: OconEco
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: Since 2017_ _____
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>95 Jardin de Mer Place</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☐	If yes, provide date: _____

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

If yes, please provide details: _____

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

3
2

Board of Adjustment

Community Redevelopment Agency

1
4

Planning Commission

Pension Trustee

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

Education: Master's in Economics, George Washington University, 1969

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

I spent 21 years at the International Monetary Fund and 10 at the World Bank, mostly in senior staff positions for systems to support decisions about allocation of resources. I was manager and main author, as Senior Advisor on the Bank's Vice Presidency on Environmentally Sustainable Development, of a report that made most major newspapers in 1995 on Wealth of Nations; work routinely updated by the Bank, I then spent decades as a consultant specializing

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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Race

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☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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John C. O'Connor

January 5, 2023

Applicant's Signature

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



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

RECEIVED
01/05/2023
City Clerk's Office

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Anthony M Recco Home Phone: 315-559-6450
Home Address: 508 9th Ave N Jacksonville Beach
E-Mail Address: anthony.recco@ml.com Cell Phone: 315-559-6450
Occupation: Financial Advisor First Vice President Business Phone: 904-634-6174
Business Name: Merrill Bank of America
Business Address: 50 N Laura Street Suite 3700 Jacksonville FL 32202

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>4 Yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>508 9th Ave N Jax Bch</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☐	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

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

Please list the type of City meetings you have attended: Property variance meetings

Education: High School, some College

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

20+ yrs of asset management career. I currently serve as President of the Senior Citizens council of Rome NY, President of the Michelle Adey Memorial Fund, Past President of Rotary Club, President of Teugega Point Homeowners Association(Until 02/01). I have a genuine interest in Community involvement coupled with a desire to help shape policy and development.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

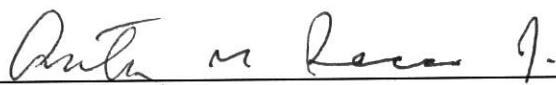
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a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

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

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

01/05/2023
Date


Applicant's Signature

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



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

Received
05/18/2022
City Clerk Office

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name:	David Smith	Home Phone:	303-817-8999
Home Address:	130 5th Ave N Jacksonville Beach, FL 32250		
E-Mail Address:	groundwater@mac.com	Cell Phone:	303-817-8999
Occupation:	Environmental Consultant	Business Phone:	
Business Name:	Water Research Group		
Business Address:	130 5th Ave N Jacksonville Beach, FL 32250		

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 20 years
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 124 5th Ave N & 528 N 1st St
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: Never been removed
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

N/A
1

Board of Adjustment

Community Redevelopment Agency

N/A
N/A

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: Commission, Planning, Adjustment, Redevelopment Agency, Workshops

Education: Bachelors In Geology, University of South Florida
Masters in Environmental Science, University of Idaho

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

Resident actively participated in Redevelopment since 1989 with purchase of closed former restaurant at 528 N 1st St (now V-Pizza). Developed adjacent vacant lots without variances by moving in and bringing up to code four historic structures: IB Sam's house, former Jax Beach Mayor (1925); Gertrude Cronk House (1925); Harold Tresize House (1938); and Williams House (1950). Well versed in Florida Statutes and understand role of agency is to implement

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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May 18, 2022

Date



Applicant's Signature

SUBMIT APPLICATION

Please do not write below – Staff use

Date application received: 05/18/2022

Interviewed on: _____

Eligible for appointment **Yes** **No**

If not eligible for appointment
Explanation: _____

Appointed to: _____

Date: _____

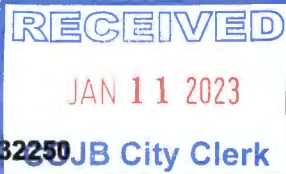
Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

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



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

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: peter weigold Home Phone: 904-662-6515
Home Address: 111 15th Avenue S
E-Mail Address: pww65@aol.com Cell Phone: 904-662-6515
Occupation: Mortgage Banking Business Phone: _____
Business Name: _____
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>28yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>See Above</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

3 ☐
1 ☐

Board of Adjustment

Community Redevelopment Agency

2 ☐
4 ☐

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: Board of Adjustment

Education: BA

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

Long time resident who is very interested in the responsible development of Jax Beach.
Insuring architecture, parking, traffic, safety etc are well thought
out.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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Date

11/11/23

Applicant's Signature





Received
1/11/2023
City Clerk's Office

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Ron Whittington Home Phone: 9045630402
Home Address: 3 Millie Dr.
E-Mail Address: ron@whittingtonpr.com Cell Phone: 9045630402
Occupation: public relations consultant Business Phone: 9045630402
Business Name: Whittington PR
Business Address: 3 Millie Dr, Jacksonville Beach, 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>20 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>3 Millie Dr., Jax Beach 32250</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☒	No ☐	If yes, Board Name: <u>Jacksonville Arboretum</u>
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

Board of Adjustment

Planning Commission

Community Redevelopment Agency

Pension Trustee

Please list the type of City meetings you have attended: Only council meetings from time to time depend

Education: BA from Georgia State University

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

Worked in municipal government with Dallas Area Rapid Transit during construction of a multi-modal transportation system throughout 16 counties in the Dallas area - with a 25-member board of directors and various planning committees, along with community affairs work with MARTA in Atlanta during the Olympic Games and involved in several infrastructure projects while serving as media spokesman with JEA. Currently working on the board level to

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

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☐ Asian/Pacific Islander ☐ Hispanic
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Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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Date

Applicant's Signature

Application for Appointment to City Boards (cont.)

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☐ American Indian/Alaskan Native ☐ Not Known

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☒ Male

Physically Disabled

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Date

1-11-2023

Applicant's Signature

RP

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Kim Bennett, HR Director
DATE:	12/20/2023
SUBJECT:	Employment Agreement for City Attorney Position

BACKGROUND

On December 18, 2023, and January 5, 2024, the City Council conducted interviews for the City Attorney position. At the special City Council meeting on January 5, 2024, Council Member Greg Sutton made a motion to enter into negotiations with Mr. David Migut for the position. Council Member Sandy Golding made a motion to amend Council Member Sutton's motion to have Mayor Hoffman handle the negotiations; the amended motion passed by unanimous vote.

On January 10, 2024, the terms of the employment agreement were negotiated. The following is a summary of the highlights of the Agreement:

- Starting salary of \$205,000
- Start date of April 22, 2024
- Residency to be maintained within a 35-mile radius of the City
- Notice of at least 60 calendar days provided prior to resignation
- Credit with five vacation days and three sick days upon start date, and accrue paid leave under the City's personnel plan at the same rate as executive management
- City Attorney to maintain the Florida Bar Board Certification for City, County and Local Government Law
- Severance pay equal to 20 weeks of total compensation in the event of termination
- Vehicle and cell phone benefits in accordance with City policies, and provision of a laptop computer for performance of work
- Retirement/deferred compensation in accordance with executive management benefits
- Health, dental, and vision insurance in the same manner and under the same conditions as other City employees
- Life, disability and other insurance in the same manner and under the same conditions as other City employees

FINANCIAL IMPACT

The City's annual budget includes salary and benefit costs for this position. Any changes will be included in the yearend budget modification.

REQUESTED ACTION

Approve/Disapprove an Employment Agreement with Mr. David Migut for the position of City Attorney

ATTACHMENTS

1. Migut City Attorney Agreement-Partially Executed

EMPLOYMENT AGREEMENT

This Agreement is entered into this 16th day of January, 2024, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, ("the City"), and David Migut (Fla. Bar No. 513636)("Migut" or "City Attorney").

The parties agree as follows:

INTRODUCTORY STATEMENTS

The City Council of the City of Jacksonville Beach, Florida, is empowered by the Charter of the City of Jacksonville Beach to appoint and remove a City Attorney who shall be the legal advisor and counselor for the municipality and all its officers in matters relating to their official duties, under the direction and supervision of the City Council; and

The City through its City Council desires to employ the services of Migut as City Attorney; and

It is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the City Attorney; and

Migut desires to accept employment as City Attorney.

THEREFORE, in consideration of the mutual covenants in this document, the parties agree as follows:

Section 1. Powers and Duties of the City Attorney

- A. The City agrees to employ Migut as City Attorney for the City and Migut represents to the City that he possesses the qualifications of City Attorney and agrees to carry out all functions and duties imposed upon that office by the laws of the State of Florida and the Charter of the City of Jacksonville Beach, as may be amended from time to time. The City Attorney shall perform all duties and responsibilities set forth in the City Charter including, but not limited to, those outlined in Exhibit A, and other legally permissible duties and functions as the City Council shall from time-to-time assign.
- B. The City Attorney shall devote his full attention, effort and abilities to the office and perform its duties and functions in a professional manner. No additional work may be undertaken by the City Attorney without the express, written consent of the City Council.
- C. Migut warrants and agrees that he is licensed to practice law in the state of Florida without limitation. Migut must maintain good standing with the Florida Bar throughout the terms of this Agreement as a condition of employment. Should Migut no longer be authorized to

practice law in this State, or be disciplined by the Bar of any state of which he is a member for any reason, this contract will terminate for good cause.

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and Migut shall be present and available to perform the duties and functions of the City Attorney on a full-time basis on April 22, 2024. The City and Migut agree that Migut may move up this date, provided that he gives the City at least thirty (30) days' notice of the updated date of his commencement of employment.

Section 3. Term

- A. Beginning on the date contained in Section 2, above, the City Attorney shall serve for an indefinite term at the pleasure of the City Council and may be terminated in accordance with the Charter of the City of Jacksonville Beach and thus is an "at-will" employee of the City. Nothing herein shall be interpreted to imply or suggest a guaranteed tenure of employment.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Migut to resign at any time from this position with the City, provided however, he shall provide the City Council with at least sixty (60) calendar days prior written notice of resignation, unless waived by the City Council.
- C. The City Attorney agrees to remain in the exclusive employ of the City for an indefinite period and shall not accept other employment, unless the City Attorney gives written notice of resignation. Representation on existing cases shall be terminated prior to the first day of employment with the City of Jacksonville Beach, unless the City Council provides prior authorization. Nothing in this Agreement shall preclude the City Attorney from providing pro bono legal services as required by the Florida Bar so long as said services do not conflict with the City or with his professional obligations to the City.
- D. It is understood that after notice of termination in any form, the City Attorney and the City Council will cooperate professionally for an orderly transition.

Section 4. Hours of Work

- A. Migut acknowledges that the proper performance of the duties of the City Attorney will require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Conversely, the City recognizes and acknowledges that because the City Attorney may often have to perform services outside of normal business hours that, when it is reasonable to do so, the City Attorney may alter his times of arrival and departure to and from the workplace.

Notwithstanding the foregoing, the City Attorney agrees to devote additional time as necessary for the full and proper performance of the duties of the position and that the compensation provided in this Agreement includes compensation for the performance of all such services.

- B. The City agrees that the City Attorney will be permitted reasonable time off, as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Attorney. The City Attorney shall be granted upon his start date as referenced in Section 2, paid leave of 5 vacation days and 3 sick leave days, and shall also begin to accrue paid leave under the City's Personnel Policies at the same rate as employees classified as Executive Management. The City Attorney shall be granted the same paid holidays allowed to all non-union City employees in the general service.
- C. All other Vacation Leave provisions applicable to Executive Management employees under the City's Personnel Policies shall apply to the City Attorney.
- D. Payment for unused sick leave up to a maximum of seven hundred (700) hours, calculated at the rate of pay in effect upon separation, shall be payable to the City Attorney should he separate from the City with 10 or more years of service.

Section 5. Termination and Severance Pay

- A. The City Attorney may only be removed as set forth in the City Charter, as same may be amended from time to time.
- B. If the employment of the City Attorney is terminated pursuant to the procedures in the City Charter, the City agrees to pay severance pay equal to twenty (20) weeks of total compensation, less federal and state withholding. In addition, the City Attorney shall be compensated for accrued paid leave calculated at the rate of pay in effect upon termination, as authorized by City policies and law.
- C. The City Attorney shall not be entitled to the severance benefits described in section 5 B above if he is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if he acts with misfeasance or malfeasance or otherwise is guilty of misconduct which constitutes conduct demonstrating disregard of the City's interests, a violation or disregard of the standards of behavior to which the City has a right to expect of the City Attorney, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of the City Attorney's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, loss of license to practice law, willful neglect or failure to perform his duties, insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time, or acts of

dishonesty. For termination due to the reasons related to this subsection, the City Attorney is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave.

- D. If this Agreement is terminated by the death of the City Attorney, the City shall pay a designated beneficiary of the City Attorney or his estate all accrued compensation due to the City Attorney as of the date of his death. The City shall have no other liability to the City Attorney, his estate, heirs, or beneficiaries, and neither the City Attorney's beneficiary nor estate will be entitled to any severance pay.

Section 6. Residency

The City Attorney shall maintain his principal place of residence within a 35 mile radius of the city limits of the City of Jacksonville Beach throughout the term of employment.

Section 7. Salary

- A. The City agrees to pay the City Attorney an annual base salary of \$205,000.00 during the first year of this Agreement, payable in bi-weekly equal installments, for services rendered.
- B. After conducting an annual review of the City Attorney's job performance, the City Council shall consider the results of his performance evaluation as outlined in section 8 below, and guidelines applied to City employees classified as Executive Management, in determining the amount of salary adjustment and benefit adjustment for the City Attorney, whether an increase or decrease. Decreasing the City Attorney's salary and/or benefits outside of the conditions of 7.B, and without mutual consent, shall constitute breach of contract, and allow the City Attorney to interpret such action as termination.
- C. The City Attorney shall receive general cost of living adjustments, market adjustments, and other salary and benefit enhancements granted by action of the City Council to City employees classified as Executive Management. The City Attorney's base salary shall be increased by the same percentage and at the same time as Executive Management employees in accordance with established City policies and procedures.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Attorney's employment, the City Council shall meet with the City Attorney for the specific purpose of setting goals for the City and for the City Attorney, and initiating periodic work programs.
- B. The City Attorney shall work with the City Manager to identify processes and procedures for requests for, and provision of, legal services to City departments and staff.

- C. The City Council shall review the City Attorney's job performance at least once annually with the first review being on or before the City Attorney's anniversary employment date of April 22, 2025. Later annual reviews will occur during the same anniversary month of each year, unless the parties agree otherwise. The annual performance evaluations shall be related to the City Attorney's Charter and Ordinance duties and shall be based, in whole or in part, on goals for the City Attorney's performance that are jointly developed and adopted by the City Attorney and the City Council.
- D. The City Council shall provide the City Attorney a reasonable and adequate opportunity to discuss the City Attorney's evaluation with the City Council.
- E. The City's Human Resources Director shall be responsible for scheduling the City Attorney's annual review.

Section 9. Other Benefits

- A. Vehicle - The City Attorney shall receive a vehicle allowance in a fixed amount for the use of a privately owned vehicle in the conduct of official City business. The vehicle allowance is intended as reimbursement for local mileage in Duval, Nassau, and St. Johns Counties. The City Attorney shall be reimbursed by the City on a per mile basis for business travel in the City Attorney's personal vehicle to destinations outside Duval, Nassau, and St. Johns Counties in accordance with the City's Travel Policy. The annual amount of the vehicle allowance is defined in the City's Classification and Pay Plan for Nonunion Employees and may be modified periodically with approval by the City Council. On the effective date of this Agreement, the annual amount of the vehicle allowance is \$4,800.00, payable in bi-weekly equal installments.
- B. Cell Phone - The City shall provide the City Attorney with a cellular telephone for both professional and personal use in accordance with the City's Technology Policy. The City Attorney may elect to receive a cell phone allowance in lieu of City-provided cellular service. On the effective date of this Agreement, the annual amount of the cell phone allowance is \$600.00, payable in bi-weekly equal installments.
- C. Insurance Supplement - The City Attorney shall receive an insurance supplement in the same annual amount as that paid to all non-union City employees in the general service. On the effective date of this Agreement, the annual amount of the insurance supplement is \$600.00, payable in bi-weekly equal installments.
- D. Laptop Computer - The City shall provide the City Attorney with a laptop computer for professional use in accordance with the City's Technology Policy.

Section 10. Retirement/Deferred Compensation

- A. The City Attorney may elect to become a member of, or not to participate in, the General Employees' Pension Plan. Election must be exercised within 90 days of initial employment. Migut has the option to rescind his election to participate or not to participate in the pension plan one time before vesting. If Migut elects not to participate in the pension plan, the City will contribute a percentage of his salary, on a bi-weekly basis, into the ICMA 401A Deferred Compensation Plan. In the event that the annual contribution limit for Migut's ICMA 401A account is met prior to the end of the calendar year, the City will make the remaining tax-deferred contributions to another IRS-approved individual retirement plan designated by Migut. Alternatively, Migut may elect to receive the remaining contributions in excess of the annual limit in the form of taxable supplemental pay. The amount of the City contribution to Migut's individual retirement plan shall be the same percentage of base salary as the City contributes for all other City employees that are members of the General Employees' Pension Plan. On the effective date of this Agreement, the City contribution is 15.82%.
- B. If Migut elects to participate in the General Employees' Pension Plan, he shall also be eligible to participate in the City's 457 Deferred Compensation Plan under the same conditions as other City employees.

Section 11. Insurance

- A. The City agrees to provide and pay Migut's health, dental, and vision insurance in the same manner and under the same conditions as other City employees.
- B. Health insurance coverage for Migut shall commence on June 1, 2024; provided, however, that should Migut move up his commencement of employment, as provided in Section 2, to a date on or before April 1, 2024, then in such instance, health insurance coverage shall commence on May 1, 2024. In the event that Migut incurs charges for health insurance premiums during the period from the date he commences employment through the date his health insurance coverage commences, the City agrees to reimburse Migut for the amount of the premiums.
- C. The City agrees to provide and pay Migut's life, disability and other insurance in the same manner and under the same conditions as other City employees.

Section 12. Professional Development and Resources

- A. Migut agrees to maintain the Florida Bar Board Certification for City, County and Local Government Law for the duration of employment. The City agrees to pay the cost of

continuing education and other reasonable costs associated with maintaining the Florida Bar Board Certification for City, County and Local Government Law.

- B. The City agrees, subject to the annual budget approved by the City Council, to pay the cost of professional licensing, subscriptions, and memberships to the Florida Bar, the Florida Municipal Attorneys Association, and other professional organizations as may be deemed appropriate for the position.
- C. The City shall pay the registration fees, travel and subsistence expenses of electronic and in-person professional conference training and seminars consistent with the City's policy on travel. In any event, the expenses for the registration for the professional conference training and seminars shall not be less than the amount required to maintain the Florida Bar licensed status, and Florida Bar Board Certification for City, County and Local Government Law. The City Attorney will submit a detailed list of anticipated expenses at the time of budget approval.

Section 13. Indemnification

The City shall defend and indemnify Migut against any action, including but not limited to: tort, professional liability claim, or demand or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of his duties as City Attorney, other than an action brought by the City against the City Attorney, or any action filed against the City by the City Attorney, unless otherwise provided by law. A settlement of any claim against Migut may not be made without prior approval of the City Council. This indemnification shall extend beyond termination of employment, and the expiration of this Agreement, to provide full and complete protection to Migut by the City, as described herein, for any acts undertaken or committed in his capacity as City Attorney, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with the City.

Section 14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall become effective as of the date first written above, contingent upon adoption and approval by the Jacksonville Beach City Council and execution by Migut.
- B. Migut shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City (including individuals within the governing body) shall support Migut in keeping these commitments by refraining from any orders or requests to endorse any candidate, make any financial

contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- D. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement or Amendment to this Agreement has been negotiated and entered into by the City Council and the City Attorney.
- E. This Agreement may not be assigned by either party without the written consent of the other party.
- F. This Agreement shall be interpreted by the laws of the State of Florida. Venue shall be in Duval County.
- G. No amendment of this Agreement shall be effective unless in writing and signed by both parties.
- H. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the Office of the Mayor, and to the City Attorney's home address on file in the Human Resources Department. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Florida. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the City of Jacksonville Beach has caused this Agreement to be signed and executed on its behalf by its Mayor and City Manager and duly attested by its City Clerk, and Migut has signed and executed this Agreement on the date first written above.

ATTEST:

CITY OF JACKSONVILLE BEACH:

Sheri Gosselin, City Clerk

Christine H. Hoffman, Mayor

Michael J. Staffopoulos, City Manager

EMPLOYEE:


David Migut

EXHIBIT A
ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares and/or approves as to form all contract, bonds and other instruments in which the City is concerned.
- As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.
- Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.
- Prosecutes municipal citations (as applicable).
- Provides legal support for staff presenting to the Special Magistrate. Interprets laws, rulings, and regulations.
- Provides legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council or City Manager.
- Prepares ordinances and resolutions requiring legal experience or as directed by the City Council. Reviews and approves all ordinances and resolutions to be considered by the City Council.
- Attends all City Council regular and special meetings. Attends meetings of the Planning Commission, Special Magistrate, Board of Adjustment, and any other meetings as directed by Council or, if after a review of the Agenda, he determines that the scheduled matters require his appearance. Other meetings shall be attended at the request of the City Council or City Manager, or as necessary to provide legal advice and opinions relative to matters under consideration by the City Council.
- Prepares department budget and assures office operates within assigned parameters of the budget.
- Provides resources, guidance and information for annual Ethics, Sunshine Law and other necessary training to the City Council and appointed board members to ensure they are capable of properly and legally performing their duties.
- If requested by the City Council, provides time estimates regarding legal services, and the applicable department or subject matter.
- Performs other duties as assigned by the City Council.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	01/03/2024
SUBJECT:	Emergency Replacement of Two Sanitary Sewer Pumps at Lift Station #10

BACKGROUND

Lift Station (LS) #10 is located at 300 Palm Tree Road. This is a triplex station (which contains three pumps) for collection and pumping of sanitary sewer. During the final week of the 2023 calendar year, Public Works (PW) received a fault notification at LS #10. The diagnostics revealed the failure of two of the three pumps and motors at this pump station. We are currently running this station with one pump and a manual secondary bypass pump. The removal and diagnostics have led to the conclusion that both of these pumps are over twenty years old. These pump repair cost estimates exceed the value of repairs versus replacement with new pumps. The replacement of these pumps will allow us to remove the third pump after replacement and rebuild it to assure PW retains its ability to function properly with redundancy.

The estimate received is \$109,411 for one pump, excluding installation and startup. PW is requesting approval for \$218,822 for two pumps and a 10% contingency of \$21,882 to cover installation and startup, for a project total not to exceed \$240,704.

FINANCIAL IMPACT

Water/Sewer reserves are adequate to cover this purchase and the budget in account 420-07-0706-535-64-564000 will be adjusted at mid-year.

REQUESTED ACTION

Approve/Disapprove emergency replacement of two sanitary sewer pumps at Lift Station #10 for an amount not to exceed \$240,704

ATTACHMENTS

1. Quote

Carter|VerPlanck, a DXP Company

4910 W. Cypress St.
Tampa, FL 33607-3802
Tel.: (813) 927-8925
Fax: (813) 282-8216



QUOTATION

To: Robert Delgado & James Bovender

Date: 01/09/2024

Reference: Flowserve Submersible Sewage Pump

By: Brandon Lang, P.E.
E-mail: BLang@cviwater.com

Qty.

Description

Price

Flowserve Pump Division Submersible Solids Handling Centrifugal Pump size 8MSX20AW.
Duplicate of Serial #03M00066; with materials of construction as follows:

\$109,411.00

Cast Iron Casing.
Cast Iron Impeller with Wear Ring.
Cast Iron Casing Wear Ring.
416 S.S. Pump Shaft.
Mechanical Seals.
Electric Motor, 100 HP, 3ø-60 Hz, 460 Volts.
35' Power & Control Cables.
Standard Flowserve Exterior Paint.

Conditions of Service:

Flow: 3,300 GPM
TDH: 89' TDH
RPM: 1,160

Your cost, ground transportation included to Atlantic Beach FL. -----

Lead time: 24 weeks + transit time.
Quote Validity: February 9, 2024

Not Included: Removal or Installation Labor, Start-Up, Accessories and Testing.

Cont 20%

F.O.B.: Taneytown, MD

Terms: 100% Net 30 days after invoice date.

Note: This quotation does not include any sales or use tax payable under any state or federal statute.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	12/19/2023
SUBJECT:	Ordinance No. 2023-8028 Amending City Code of Ordinances Chapter 28, Section 28-12(m)

BACKGROUND

On January 17, 2023, the City adopted Ordinance No. 2022-8188, which established a Sidewalk Dining Pilot Program along the Civic Corridor as identified in the Downtown Action Plan, which includes 1st Avenue North, to promote the public interest by contributing to a viable and attractive commercial and pedestrian environment.

Ordinance No. 2022-8188 contains an error regarding the expiration date of the pilot program (it reads January 17, 2024, rather than January 17, 2025). It was always the intent to run the pilot program for a full two years of operation before considering whether to establish the outdoor dining program as a permanent program. Because Ordinance No. 2022-8188 was silent as to scrivener's errors, an ordinance amending Section 28-12(m) is necessary to allow the pilot program to continue into 2025 as intended.

Section 28-12(m) is being amended to state the following; This section shall expire on January 17, 2025, unless the City Council of the City of Jacksonville Beach amends this Section by extending the expiration or repealing this paragraph in its entirety.

Ordinance No. 2023-8208 was approved by the City Council at its first reading held on December 18, 2023.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2023-8208 on the second reading amending City Code of Ordinances Chapter 28 - Streets, Sidewalks, and Other Public Places, Section 28-12(m) Expiration

ATTACHMENTS

1. Ordinance No. 2022-8188
2. Ordinance No. 2023-8208

Introduced by: Council Member Cory Nichols
1st Reading: December 19, 2022
2nd Reading: January 17, 2023

ORDINANCE NO. 2022-8188

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 28 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, BY ADDING SECTION 28-12 ESTABLISHING A SIDEWALK DINING PROGRAM IN THE DOWNTOWN INCENTIVE ZONE WITHIN THE DOWNTOWN REDEVELOPMENT DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to encourage the development and redevelopment of restaurant establishments in the Downtown Incentive Zone; and

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

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

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

WHEREAS, the regulation of sidewalk dining is necessary to protect the public health, safety, and welfare, the interest of the City, and the primary use of the public streets and sidewalks by vehicular and pedestrian traffic; and

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

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

SECTION 1. RECITALS. The above recitals are ratified, correct, and made part of this ordinance.

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

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

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

Section 28-12. – Sidewalk Dining

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Permit Fee. The fee charged for the Sidewalk Dining Permit shall be established by the City Council and amended from time to time. Sidewalk dining permits not renewed by January 1 of each year are void, and all table, seating, and other items relating to the sidewalk dining area must be removed, and subsequent applications to operate sidewalk dining shall be treated as a new permit.

(5) Revocable Encroachment Permit. A Revocable Encroachment Permit is required to operate a sidewalk dining area within the City's right-of-way on a public sidewalk. A Revocable Encroachment Permit application shall be made to the City's Public Works Department on a form prescribed by the City's Public Works Director with the following information attached:

i. A Survey of the property showing the right-of-way to be utilized.

ii. A copy of the approved Sidewalk Dining Permit.

(d) Sidewalk Dining Area Standards. A Sidewalk Dining Permit allows the permittee to utilize a portion of the public sidewalk as approved by the City Manager, or designee. The following conditions are required for the operation of a sidewalk dining area:

(1) The permittee may utilize the width of the sidewalk adjacent to the permanently established restaurant, less a pathway equal to the average of the entire block's pathway width, compliant with ADA requirements, which must remain open for the movement of pedestrians at all times.

(2) Nothing may be placed within five (5) feet of a fire hydrant, pedestrian crosswalk, or curb cut.

(3) Sidewalk dining area operators shall maintain the sidewalk and the curb and gutter immediately adjacent to it in a clean and safe condition. Full daily cleaning is required. Refuse shall not be disposed of in the City's sidewalk trash receptacles. The area shall be kept clear of all debris. The operator shall also be responsible for cleaning the ground or floor surface on which the sidewalk cafe is located and the gutter area immediately adjacent to the sidewalk cafe. Such cleaning shall include pressure cleaning.

(4) Tables, seating, fencing, and other furniture or fixtures may not be attached, chained, or in any other manner affixed to any tree, post, sign, sidewalk, curb, or other fixture.

(5) Only the area in front of a restaurant, as defined by projecting its interior width outward perpendicular to the street to a point at which it intersects the roadway (or within the sidewalk frontage of the building where the validly licensed restaurant is located provided that written approval is supplied by the building owner), can be used by the restaurant. The City Manager, or designee, may vary from this requirement where it is in the best interest of the public to allow a variance.

(6) The area permitted for a sidewalk dining area shall be surrounded on three sides by a system of connected rigid rails and posts, or other fixed physical features (which are not attached to the sidewalk) separating it from the street that would serve to contain

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

- (7) All tables, seating, and other removable furniture must be of a design, material, and specification suitable for outside dining. Prohibited items include folding tables and seating and wooden picnic tables. All tables, seating, and removable furniture must be approved as part of the Sidewalk Dining Permit.
- (e) Americans with Disabilities Access. Any person receiving a sidewalk dining permit hereunder agrees to fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- (f) Sale and Distribution of Alcoholic Beverages. A sidewalk dining operator who holds an alcoholic beverage license from the State of Florida, and approved by the City of Jacksonville Beach is allowed to serve alcoholic beverages within the sidewalk dining area under the following conditions:
- (1) The principal establishment to which the sidewalk dining area is associated must be properly permitted by all applicable government agencies to dispense alcoholic beverages for consumption on premises. All government permits that authorize the dispensation of alcoholic beverages must reflect the sidewalk dining area as part of the licensed premises. Once such permits reflect the sidewalk dining area as part of the licensed premises, the sidewalk dining area is hereby made exempt from the prohibition on the sales and consumption of alcoholic beverages outside of a licensed building as provided in Section 4-3 of the City's Code of Ordinances.
- (2) During all business hours of operation of the sidewalk dining area, a conspicuous sign must be posted within the sidewalk dining area that effectively notifies patrons that Section 4-3 of the City's Code of Ordinances prohibits removing open containers of alcoholic beverages from the licensed premises. The location, dimensions, and design of this notice is subject to review and approval by the City. This sign may be no larger than two (2) square feet.
- (3) Tables, seating, and other customer gathering areas must be separated from the remaining sidewalk path by stanchions, railings, or other approved barrier at least forty-two inches (42") in height on three sides.
- (4) Alcohol may only be possessed in the sidewalk dining area between the hours of 11:00 AM and 12:00 AM except on Sundays where the hours shall be between 11:00 AM and 10:00 PM.
- (5) Patrons must be seated at all times while consuming an alcoholic beverage.
- (6) Patrons may not remove any alcohol from the premises of the restaurant where the alcoholic beverage was purchased.

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

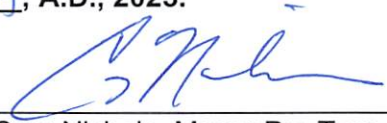
SECTION 3. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

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

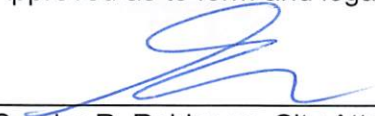
SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS 17th DAY OF January, A.D., 2023.


Cory Nichols, Mayor Pro Tem


Sherri Gosselin, City Clerk

Approved as to form and legal sufficiency:


Sandra R. Robinson, City Attorney

Introduced by: Council Member Cory Nichols
1st Reading: December 18, 2023
2nd Reading: January 16, 2024

ORDINANCE NO. 2023-8208

**AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA,
AMENDING CITY CODE OF ORDINANCES CHAPTER 28 - STREETS,
SIDEWALKS, AND OTHER PUBLIC PLACES, SECTION 28-12(m)
EXPIRATION; PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS,
CODIFICATION, AND AN EFFECTIVE DATE.**

WHEREAS, the Florida Constitution, Article VIII, Section 2(b), and Florida Statutes, Section 166.021(1), establish the home rule powers of Florida municipalities and enable municipalities to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, on January 17, 2023, the City adopted Ordinance No. 2022-8188, which established a Sidewalk Dining Pilot Program along the Civic Corridor as identified in the Downtown Action Plan, which includes 1st Avenue North (the "Pilot Program") to promote the public interest by contributing to a viable and attractive commercial and pedestrian environment; and

WHEREAS, as discussed during the final adoption hearing, it was the intent of the City to establish the Pilot Program for a two-year term; however, pursuant to Section 28-12(m), the Pilot Program is set to expire on January 17, 2024; and

WHEREAS, it is necessary for the City to adopt an Ordinance amending Section 28-12(m) in order to extend the expiration date; and

WHEREAS, this Ordinance implements and is enacted under such home rule powers vested in the City of Jacksonville Beach by the Florida Constitution and the Florida Statutes; and

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

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

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

SECTION 2. THAT CHAPTER 28, SECTION 28-12(m) EXPIRATION, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED AS FOLLOWS:

NOTE: ~~Strikethrough~~ text indicates deletions from existing text, underline text indicates additions to existing text and (***) indicate omitted parts which are intended to remain unchanged.

Section 28-12. – Sidewalk Dining

(m) Expiration. This section shall expire on January 17, 2024 2025, unless the City Council of the City of Jacksonville Beach amends this section by extending the expiration or repealing this paragraph in its entirety.

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

SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

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

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

AUTHENTICATED THIS ___ DAY OF _____, A.D., 2024.

Christine H. Hoffman, Mayor

Sherri Gosselin, City Clerk

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development Director
DATE:	12/13/2023
SUBJECT:	Ordinance No. 2024-8209 Rezoning of Property Located at 504 1st Street South

BACKGROUND

The subject parcel has been owned by South Jax Rentals, LLC since 2015 when they acquired the property. The property previously consisted of a small office, housed in a converted former residential house, and a metal industrial building used for storage of cold and dry food products, in support of a chain of local restaurants. The property is located in the CS zoning district, which is intended as a mix of lower intensity commercial and light industrial uses.

The owners recently received approval and will soon be under construction of a new two-story metal structure that would expand the storage uses onto the location of the former residential structure, and allow for some office related use as an accessory to the current storage. The CS zoning district allows for a mix of uses, which range from commercial uses such as office or restaurant uses, or more commercial uses such as light indoor manufacturing or warehousing. This includes uses such as industrial bakeries. The applicant is permitted in the CS zoning district to have indoor warehouse and storage as well as office uses, but there is no opportunity for any sort of food preparation supportive uses allowed in the CS district.

As the owner stores and distributes food items to their local restaurants, they wish to be able to prepare batch food, such as soups and broths and other items that would fall under commissary use. The request would be for all the proposed activity to occur inside the proposed new storage structure. As a commissary is neither a permitted nor conditional use in the CS zoning, nor is it specially a use allowed within any of the City's commercial zoning districts, the applicant is requesting a rezoning of the parcel to PUD, to allow the use of commissary on site in conjunction with their permitted storage and distribution.

Pursuant to the Land Development Code, the Planning Commission and City Council shall apply the standards in section 34-211(c) to the rezoning application and apply the standards in Section 34- 348(j)3. to the Preliminary Development Plan.

Factors in Section 34-211(c) Applicable to Rezoning Applications:

(1) Whether the proposed amendment is consistent with the comprehensive plan;

Staff finds that the proposed amendment is consistent with the goals, objectives and policies of the comprehensive plan as identified below.

(2) Whether the proposed amendment is in conflict with any portion of the LDC;



Staff does not find any portions of the proposed rezoning are in conflict with any portion of the Land Development Code.

(3) Whether and the extent to which the proposed amendment is consistent with existing and proposed land uses;

Staff finds that the proposed rezoning is consistent with existing and proposed land uses.

(4) Whether and the extent to which there are any changed conditions that require an amendment;

Staff does not find that there are any changed conditions that require an amendment.

(5) Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;

The applicant would be required to meet the City's utility requirements as they relate to pre-treatment for any food related activities, much like a restaurant, involving the construction and maintenance of a privately owned grease trap. Solid waste would also be stored per the City's code requirements. Staff finds that the proposed PUD would not exceed any established levels of service.

(6) Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;

Staff finds that the zoning district boundaries are properly drawn on the official zoning atlas.

(7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the coastal environment;

Staff finds that the proposed rezoning is located within a previously developed area of the City, on a lot currently developed with structures and paved parking and driveways. Staff finds that there is no expected impact on the natural environment.

(8) Whether and the extent to which the proposed amendment would adversely affect the property values in the area;

Staff does not have data available to determine that there would be any negative affect on property values in the area.

(9) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;

Staff finds that the proposed amendment would result in logical development by citing a commercial use within in a previously developed property used for light industrial uses, thus not creating any new development patterns, but focusing on redevelopment previously developed and compatible areas.

(10) Whether it is impossible to find other land in the city for the proposed use in a zoning district that permits such use as of right.

Staff previously noted, the use of a commissary is not a specially permitted or conditional use in any zoning district within the City. As the property is currently owned and used for the storage and distribution of bulk food products, and the fact that the CS zoning would be a compatible zoning district for this type of use, especially indoors, staff finds this is the most logical location, as there are no other places it is allowed by right. Additionally, the proposed use is substantially similar to both a restaurant and an industrial bakery, both of which are allowed by right or conditional use in the CS zoning district.

Standards in Section 34-348(j)3 Applicable to the PUD Preliminary Development Plans:

a. Area. There shall be no minimum acreage required.

The project area that is the subject of this application is 0.14 acres and one contiguous parcel.

b. Unified ownership or control. The title to all land that is part of a PUD zoning district designation shall be owned or controlled by one person. A person shall be considered to control all lands in the PUD either through ownership or written consent of the owners of the land to be subject to the conditions and standards of the development order for the development plan for the PUD zoning district designation.

The project area that is the subject of this application is completely owned by South Jax Rentals, LLC

c. Density. Residential development shall not exceed the maximum densities established in the RM- 2 zoning district.

There are no proposed residential uses as part of this request.

d. Building height: Thirty-five (35) feet.

The proposed maximum building height of new buildings is 35 feet, in compliance with the City's Charter.

e. Access. Safe and adequate access shall be provided to all development, either directly or indirectly, by a public right-of-way, private vehicular or pedestrian way or a commonly owned easement. City-owned vehicles shall be permitted access on privately owned roads, easements and common open spaces in order to perform basic municipal services such as fire and police protection and emergency service needs of the residents of the PUD.

Safe and adequate access is provided to the property mainly through the 5th Street South right of way, with secondary access off of 1st Street south.

f. Off-street parking and loading. The off-street parking and loading standards for the preliminary development plan for PUD shall comply with the requirements of article VIII, Division 1. A

The subject parcel is used for warehouse and storage, and the parking requirements are minimal. The applicant will meet the minimum parking requirements as shown in the preliminary site plan. The site is not open to the public and only employees will park on site.

g. Adequate public facilities. There shall be a demonstration that the development proposed in the preliminary development plan complies with article X, adequate public facilities standards.

The proposed additional use will not impact public facilities any more than a normal commercial restaurant and therefore, will not have an impact on the public facilities.

h. Common recreation and open space. The preliminary development plan shall comply with the following common recreation and open space standards.

The project is proposing a maximum of roughly 68% lot coverage, reserving more than 20% of the property as open space.

i. Compatibility of open spaces. Open space uses shall be designed in a compatible manner.

Staff finds that the proposed open spaces have been designed in a compatible manner with permitted uses on the property.

j. Compatibility with surrounding land uses. The development proposed in the Preliminary Development Plan shall be consistent with the character of surrounding land uses.

Staff finds that the proposed mix of uses is compatible with surrounding land uses.

k. Beach access. The preliminary development plan shall not diminish existing public beach access.

The proposed development does not have any impact on existing public beach access.

l. Consistency with comprehensive plan. The preliminary development plan shall be consistent with the comprehensive plan.

Staff finds that the preliminary development plan is consistent with the Comprehensive Plan as identified in the following section of this staff report.

Comprehensive Plan Consistency

Policy LU.1.2.2

An adequate amount of land exists in developed areas or areas being developed for neighborhood and general commercial, office and service, lodging, and industrial use in the City, or is planned for assembly and redevelopment to meet the needs of the projected resident, seasonal and day visitor populations through the planning period. Future commercial space needs of this type shall be met through in-fill development adjacent to similar uses or through redevelopment in designated areas.

Staff finds the proposed rezoning request will fulfill this land use policy by allowing for additional commercial uses in an existing developed commercial area and through the redevelopment of an existing commercial and light industrially used lot in the CS Future Land Use category.

Policy LU.1.2.3

The intensity of development in areas where in-fill development for commercial, office, service, or industrial use is proposed shall conform to the level of intensity on adjacent properties or as specified in the adopted Community Redevelopment Plans. A market analysis shall be required to accompany any application involving a proposed Future Land Use Map change from a residential land use category to a commercial land use category.

No proposed changes to the Future Land Use map are proposed. The proposed new use of a commissary will be internal to the new storage facility and will not result in more traffic to and from the site. The surrounding area is a complex mix of uses, some more and some less intense. The current cold storage use has not generated any negative effects on the surrounding neighborhood, and staff's opinion is the internal expansion of uses will not cause any future nuisance issues.

Policy LU.1.2.4

Land development regulations for commercial and industrial areas shall be revised utilizing the Standard Industrial Classification system as the basis for recognizing both the similarities and differences among the various types of economic activity within the community. The range of permitted uses shall be revised, and additional zoning classifications created in necessary to acknowledge the performance characteristics of different land uses.

Currently, the use of a commissary is not a use specifically enumerated in the City's Land Development Code, and based on the Standard Industrial Classification system, a commissary is unlike a restaurant or commercial bakery. While it may be a use added to future revisions of the Code, staff does not find that the demand for this use warrants a new zoning classification City wide, but rather is best accomplished through the use of a Planned Unit Development at this time to allow the expansion of uses to meet this policy.

Policy LU.1.2.6

The City recognizes that urban sprawl; as evidenced by the incidence of "leapfrog" development, strip commercial development, and large expanses of low-density, single dimensional land uses presents a fiscally and environmentally unsound urban form. However, in a mature community like Jacksonville Beach, development patterns have long been set. Nevertheless, it is the intent of the City to enforce its land development regulations in a manner which will discourage the development or extension of commercial strips, allow for mixed use development where appropriate, and support the redevelopment or revitalization of existing commercial areas.

Based on the proposed PUD, the new use of commissary added to the existing uses allowed in CS for this specific property, will allow a more efficient use of land, by combining several uses under one ownership, to co-exist within a single building. Though not traditional mixed use in the sense of residential and commercial combined, this additional use will not cause the expansion of any commercial strip centers, but better utilizes floor space inside a permitted cold storage facility, without increasing the intensity of demand on traffic and city infrastructure, locating within a area already served by municipal water and sewer.

Staff has reviewed the Rezoning request against the Land Development Code and adopted Comprehensive Plan, and finds that it is consistent with both. The proposed PUD Rezoning would allow for the expansion of commercial and industrial uses within an existing property that is currently used by the owner for other support uses for retail food sales. The addition of the use for a commissary will allow the applicant to make less trips in delivery vans to the various restaurants they service from this site, by combining cold and dry storage, and now prepared food, all to be picked up at a single location in lieu of two. Staff recommends **approval** of the request.

FINANCIAL IMPACT

Staff does not anticipate any fiscal impact to the City based on the approval of this rezoning request.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2024-8209 on the first reading to Rezone property owned by South Jax Rentals, LLC, located at 501 1st Street South, and schedule a second reading for February 5, 2024

ATTACHMENTS

1. Ordinance No. 2024-8209

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

ORDINANCE NO. 2024-8209

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

WHEREAS, the owners of certain lands in the City, more particularly described herein, have applied to the City Council for the rezoning of those lands from Commercial Service: CS, to Planned Unit Development: PUD; and

WHEREAS, the City Council has considered the application, project narrative, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony given at the public hearings; and

WHEREAS, all future development actions on the lands described herein shall be in accordance herewith, the City's Comprehensive Plan and Land Development Code, as applicable.

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

SECTION 1. The City Council has considered the adoption of this Ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this rezoning will not result in an adverse change in the community in which it is located.

SECTION 2. The City Council has considered the adoption of this Ordinance based on the standards listed in Section 34-348(j)(3) of the Land Development Code and hereby finds that the preliminary development plan for the PUD complies with the standards therein.

SECTION 3. The Land Development Code and Zoning Atlas previously adopted by the City Council of the City of Jacksonville Beach, Florida, be and the same is hereby amended and, as amended, shall henceforth read as follows:

That all of the certain land in the City of Jacksonville Beach, Florida, described in the "Legal Description of Applicant's Property" attached hereto as Exhibit "A", that is heretofore zoned as CS be and the same is hereby designated as Planned Unit Development: PUD, so that henceforth the same shall be classified and construed to be embraced within the meaning and subject of the

general provisions of the Planned Unit Development: PUD zoning category as provided in Article VII, Section 34-348 of the Jacksonville Beach Land Development Code (Chapter 34 of the Code of Ordinances of the City of Jacksonville Beach, Florida), subject to the following additional limitations:

- A. The rezoning application dated September 20, 2023, attached hereto as Exhibit “B” (including project narrative description date-stamped October 30, 2023 and labeled “revised”), and Preliminary PUD Development Plan titled “Site Plan” dated September 20, 2023 (attached thereto), which have been submitted to the City of Jacksonville Beach Planning and Development Department, are hereby adopted and incorporated as part of this amendment to the Jacksonville Beach Land Development Code and Zoning Atlas.
- B. The project shall be generally carried out in accordance with the presentments of the rezoning application, the project narrative, and the preliminary site development plan.

SECTION 4. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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. SCRIVENER’S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

AUTHENTICATED this _____ day of _____, 2024.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Exhibit 1

Legal Description

Lot 1, Block 16, Pablo Beach South, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 28, of the Public Records of Duval County, Florida.

RECEIVED

PC No. 19-23
AS/400# 23-100110
PC HEARING 12/11/23

This form is intended for use by persons applying for a change in the boundaries of a specific property or group of properties under the person or persons control. A rezoning is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments in light of changed conditions. No rezoning may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a rezoning shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director. All applications shall include a \$1,000.00 filing fee, as required by City Ordinance. A separate fee for advertising costs will be assessed accordingly.

APPLICANT INFORMATION

Land Owner's Name: South Jax Rentals, LLC.
Mailing Address: 504 1st Ave. South
Jax Beach, FL. 32250

Telephone: 904-746-7002
Fax: _____
E-Mail: _____

Applicant Name: Brad Wester
Mailing Address: 1 Independent Dr. Suite 1200
Jax, FL. 32202

Telephone: 904 294 3768
Fax: _____
E-Mail: bwester@drivermcafee.com

NOTE: Written authorization from the land owner is required if the applicant is not the owner.

Agent Name: See above.
Mailing Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

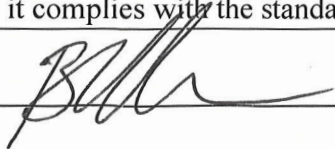
Please provide the name, address and telephone number for any other land use, environmental, engineering, architectural, economic, or other professional consultants assisting with the application on a separate sheet of paper.

REZONING DATA

Street address of property and/or Real Estate Number: 175616-0000 (504 1st Ave South)
Legal Description (attach copies of any instruments references, such as but not limited to deeds, plats, easements, covenants, and restrictions): See attached
Current Zoning Classification: CS Future Land Use Map Designation: Commercial
Proposed Zoning Classification: PUD

REQUIRED INFORMATION

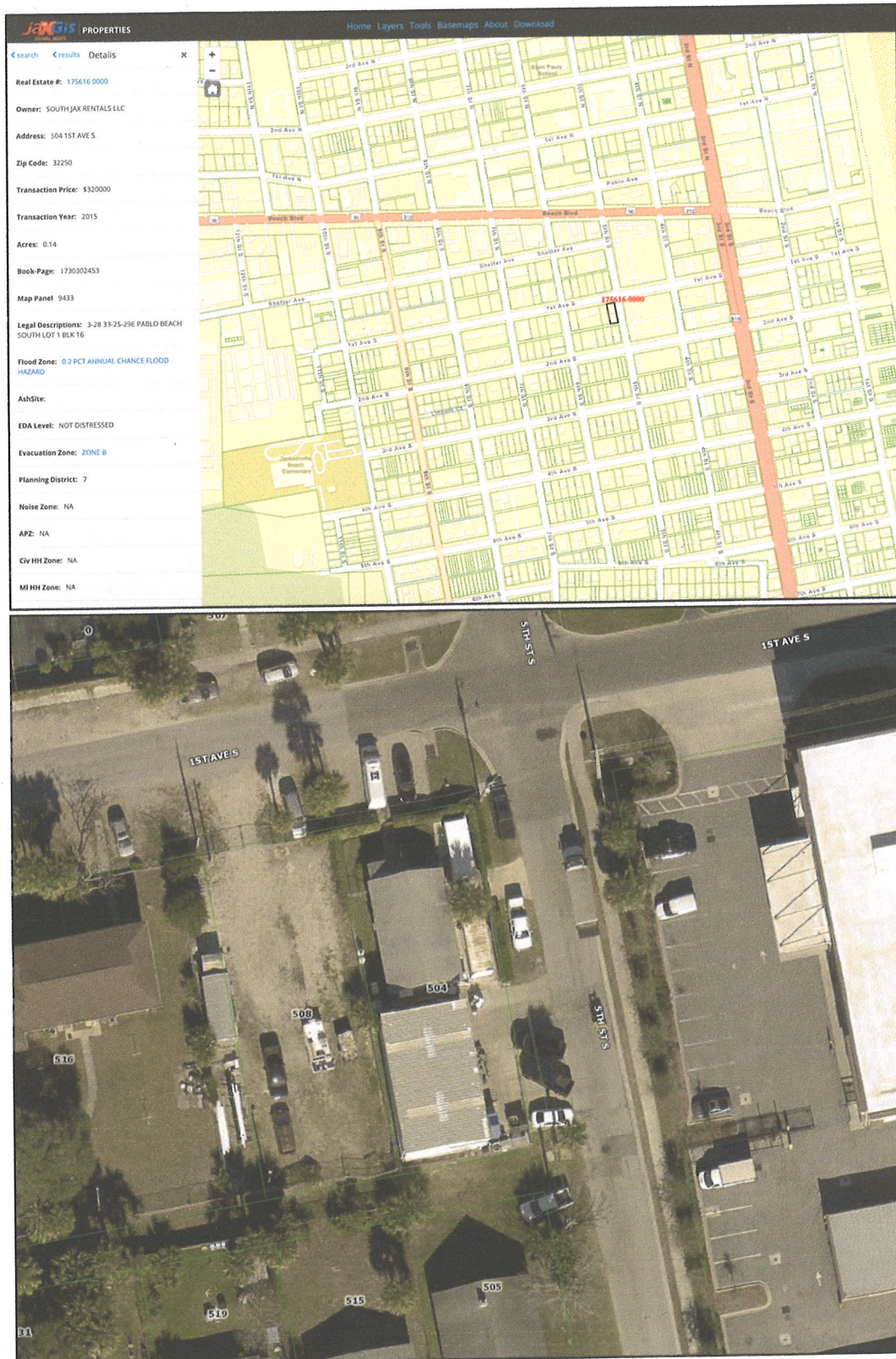
	Attached?	
	Yes	No
1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land proposed for the amendment, with the boundaries clearly marked;	☒	☐
2. An 8½" x 11" vicinity map identifying the property proposed for amendment;	☒	☐
3. An aerial photograph, less than twelve (12) months old, of the land proposed for amendment, with the boundaries clearly marked;	☒	☐
4. For a rezoning, include a narrative description of the proposed amendment to the Zoning Map designation and an explanation of why it complies with the standards governing a rezoning the LDC.	☒	☐

Applicant Signature: 

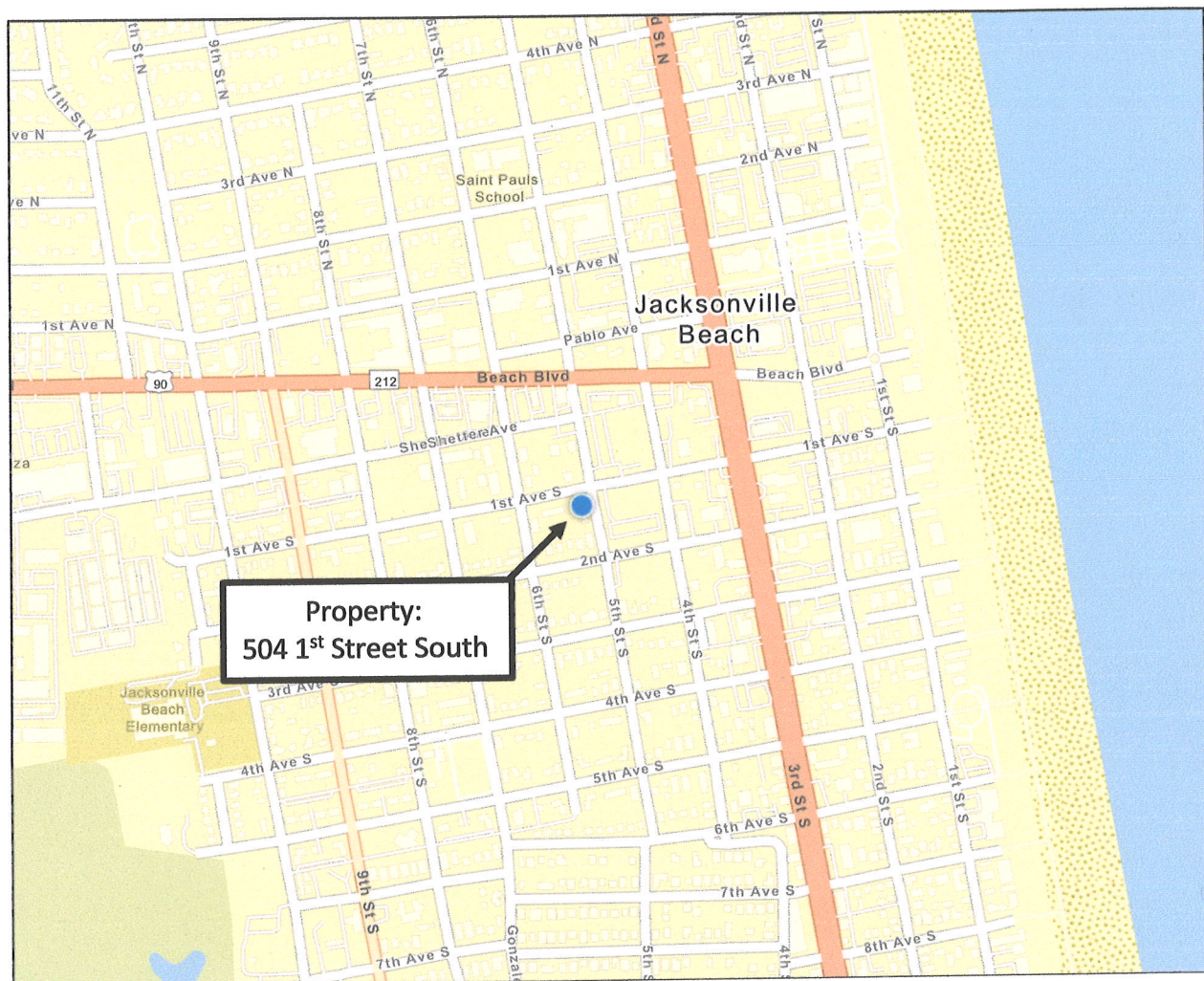
Date: Sept 20, 2023

Exhibit 2

Property Appraiser Map & Aerial



Vicinity Map



Agent Authorization

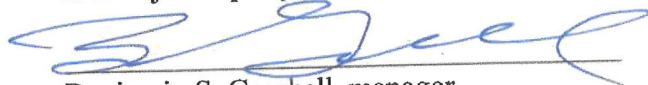
City of Jacksonville Beach
Planning and Development Department
City Hall First Floor
11 North Third Street
Jacksonville Beach, Florida 32250

Re: Agent Authorization for 504 1st Avenue South, Jacksonville Beach, FL 32250
(RE# 175616-0000)

Ladies and Gentlemen:

You are hereby advised that Benjamin S. Groshell, a manager of South Jax Rentals, LLC, a Florida limited liability company, hereby authorizes and empowers Driver, McAfee, Hawthorne & Diebenow, PLLC, to act as agent to file an application for rezoning and such other entitlements as may be required for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change to accommodate a 'commissary' and similar 'provisions' for restaurant operations as submitted to the Jacksonville Beach Planning and Development Department.

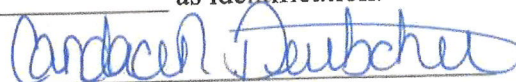
South Jax Rentals, LLC, a Florida limited
liability company

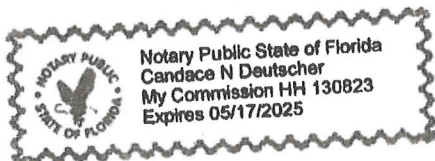

Benjamin S. Groshell, manager

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27th day of October, 2022 by, Benjamin S. Groshell, a manager of South Jax Rentals, LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]


(Notary Signature)



Agent Authorization

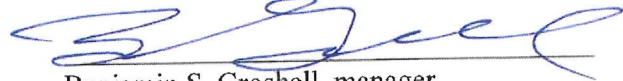
City of Jacksonville Beach
Planning and Development Department
City Hall First Floor
11 North Third Street
Jacksonville Beach, Florida 32250

**Re: Agent Authorization for 504 1st Avenue South, Jacksonville Beach, FL 32250
(RE# 175616-0000)**

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South Jax Rentals, LLC, a Florida limited liability company

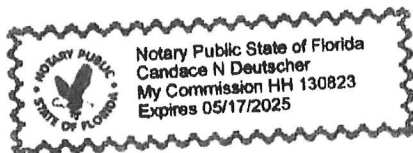

Benjamin S. Groshell, manager

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 27th day of October, 2022 by, Benjamin S. Groshell, a manager of South Jax Rentals, LLC, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

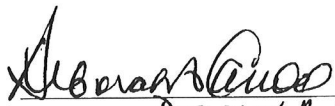

(Notary Signature)



File Number: 15-9642C

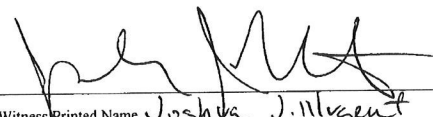
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

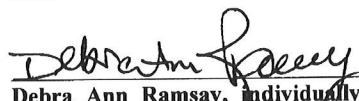
Signed, sealed and delivered in our presence:


 Witness Printed Name DEBORAH A. CARROLL

 (Seal)
Wayne Knight Ramsay, III, individually and as Trustee of the Ramsay Family Revocable Trust under agreement dated September 6, 2012

Address: 803 6th Avenue North, Jacksonville Beach, Florida 32250

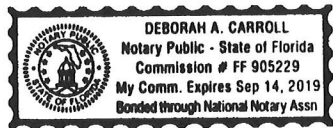

 Witness Printed Name Joshua J. Nugent

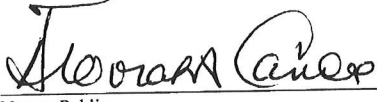
 (Seal)
Debra Ann Ramsay, individually and as Trustee of the Ramsay Family Revocable Trust under agreement dated September 6, 2012

Address: 803 6th Avenue North, Jacksonville Beach, Florida 32250

State of **Florida**
 County of **Duval**

The foregoing instrument was acknowledged before me this **14th** day of **September**, 2015, by **Wayne Knight Ramsay, III, and Debra Ann Ramsay, individually and as Trustees of the Ramsay Family Revocable Trust under agreement dated September 6, 2012**, who are personally known to me or who have produced **drivers license** as identification.




 Notary Public

Print Name: _____

My Commission Expires: _____

Notary Seal

NARRATIVE DESCRIPTION
Southern Provisions Commissary
Proposed Rezoning from CS to PUD District
October 24, 2023

23-100110
5041st Ave S.
OCT 30 2023
Revised
Rezoning

South Jax Rentals, LLC (“Owner”) proposes to rezone approximately 0.14 acres of property from Commercial Service (“CS”) to Planned Unit Development (“PUD”) at 504 1st Avenue South, (RE# 175616-0000, the “Property”). The following is a description of the proposed PUD and the Preliminary Development Plan (“PDP”) supporting same. Also included is an explanation of why the proposed development complies with the standards governing PUD rezonings and PDPs in the City of Jacksonville Beach (“City”) Land Development Code (“LDC”).

I. INTRODUCTION

The Property is located within the Commercial functional land use category according to the Future Land Use Map (“FLUM”) series adopted as part of the 2030 Comprehensive Plan and is zoned CS.

Owner requests this PUD rezoning to permit improvements to the site, including replacing the old converted single-story residential structure (circa 1928) and accessory structures at the corner of 1st Avenue South and 5th Street South with a new building and parking on the Property for the existing allowable uses within CS zoning and add commissary use (the “Project”).

Currently, the Property is used for office, warehouse, processing and distribution of provisions for restaurants. However, commissary use, as needed and described specific to cooking, preparation, packaging and distribution of cooked food items, is not a listed use in CS zoning. Commissary use will be included in this PUD.

The Property is in a predominantly commercial area generally southwest of the Beach Boulevard and 3rd Street intersection. Other uses in the immediate area include mini-warehouse storage to the east, Publix grocery store and retail shopping center to the northeast, C Side plant and garden nursery to the north, vacant land and Quadraplex residential unit to the west, and an existing residence to the south, separated by a 12’ open alley.

II. PRELIMINARY DEVELOPMENT PLAN

- A. Submission of application.* Following the preapplication conference, an application for rezoning and a PDP for PUD zoning district classification shall be submitted to the Planning and Development Director, along with a nonrefundable application fee which is established from time to time by the City Council to defray the actual cost of processing the application.
- B. Contents of application.* The rezoning and PDP application shall include the following information:
1. The names, address and telephone number of the owners of record of the land proposed for development.

Owner: South Jax Rentals, LLC
504 1st Avenue South
Jacksonville Beach, FL 32250
(904) 746-7002

2. The name, address, and telephone number of the developer, if different from the owner, and an explanation of the difference.

There is no difference between the Owner and developer.

3. The name, address and telephone number of the agent of the applicant, if there is an agent.

Applicant/Agent: Brad Wester & Steve Diebenow
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, FL 32202
bwester@drivermcafee.com
sdiebenow@drivermcafee.com
(904) 301-1269

4. The name, address, and telephone number of all land use, environmental, engineering, economic, or other professionals that are assisting with the application.

General Contractor: Ronnie Leinwohl, PE
Urban Partners
13553 Atlantic Blvd.
Jacksonville, FL 32225
904-270-2225

Civil Engineer: Robert K. Phillips, PE
1550 Selva Marina Drive
Atlantic Beach, FL 32233
904-903-8715

Architect: Kevin Connors
Connors Design Group, LLC
106B Canal Boulevard
Ponte Vedra Beach, FL 32082
904-484-8659

5. The name, address and legal description of the land on which the PDP is proposed to occur, with attached copies of any instruments referenced, such as but not limited to deeds, plats, easements, covenants and restrictions.

The Property includes the addresses as defined above. The legal description and deeds are attached hereto as Exhibit 1.

6. A copy of the relevant Duval County Property Appraiser map, showing the exact location of the land proposed for development, with the boundaries already marked.

The Property Appraiser Map and Aerial is attached hereto as Exhibit 2.

7. An eight and one-half (8 ½) by eleven (11) vicinity map locating the proposed land for development.

The vicinity map is attached hereto as Exhibit 3.

8. A statement of the planning objectives to be achieved by the planned redevelopment activity and its consistency with the Jacksonville Beach Comprehensive Plan. The statement shall include a detailed description of the character of the proposed development, including information relative to the architectural style of the proposed development.

- i. Description of Character of Proposed Development.

The Property is located generally southwest of the Beach Boulevard and 3rd Street intersection, within a predominantly commercial area and currently designated Commercial by the 2030 Comprehensive Plan and zoned CS. Consistent with its location, the Project proposes to replace the old single-story residential structure and accessory structures with a new two-story metal building and parking on the Property.

Currently, the Property is used for office, warehouse, processing and distribution of provisions for restaurants. The commissary use, to be included in the PUD, is needed for cooking, preparation, packaging and distribution of food items. The cooking, preparation and packaging work related to the commissary use will be limited to the interior of the structure. The existing use and proposed commissary use is compatible with various commercial uses in the immediate area, including grocery, restaurant, landscaping/nursery supply, and brewery/distribution type establishments.

The Project contemplates a single phase of development.

- ii. Consistency with Jacksonville Beach Community Redevelopment Plan.

The Project is not within the community redevelopment area.

9. A statement of the applicant's intention with regard to the form of ownership contemplated for the development when construction is completed, e.g., sale or lease of all or some of the development including rental units, condominiums, or fee simple conveyance.

The Project is intended to remain in a similar form of ownership when constructed for the purposes previously described.

10. A description of the proposed development, including:

- i. The number and type of residential dwelling units. Currently, the Project contemplates the commercial use only, as previously described.
- ii. The approximate gross density for the residential development. The Project does not include any residential use.
- iii. The amounts of land and building square footages for nonresidential developments, by type of use, including any portions to be reserved for public use.

Current Future Land Use:

Commercial – 0.14 Acres

Current Zoning:

CS – 0.14 Acres

Current Square Footage:

±912 sf commercial building (converted residence structure to be replaced with new ±2,046 sf metal building). The existing ±1,515 sf commercial building will remain. There are two structures on the property now and there will be two structures when the project is completed. The structures will be attached and appear as one as depicted on the site plan and floor plan exhibits.

Current Lot Coverage:

67.56%

Proposed Zoning:

PUD – 0.14 acres

Proposed Square Footage:

±2,046 sf commercial building (after replacing the existing ±912 sf converted residence structure). There are two structures on the property now and there will be two structures when the project is completed. The structures will be attached and appear as one as depicted on the site plan and floor plan exhibits.

Proposed Maximum Lot Coverage:

81.25%

11. A concept plan showing the location of all proposed buildings, the proposed traffic circulation system, and parking facilities.

The site plan showing the location of structures is attached hereto as Exhibit 4.

12. A tentative development schedule indicating:

- i. The approximate date when construction of the development can be expected to begin.

Construction will commence immediately after the PUD and or construction plans are approved.

- ii. The stages in which the development will be built and the approximate date when construction each stage can be expected to begin.

Construction will commence in a single stage with demolition and new construction immediately after the PUD and or construction plans are approved.

- iii. The approximate date when each stage of development will be completed.

Completion of the single stage demolition and new construction is anticipated to be within 1 year after the PUD and or construction plans are approved.

C. *Standards.* This PUD zoning district shall comply with the following standards:

1. *Land Area.* Development shall be approved only on land having an area which is deemed to be adequate and appropriate.
2. *Uses.* Permitted Uses including the following:
 - a. Commissary use which includes cooking, preparation, packaging and or distribution of provisions for eating either on-premises or off-premises.
 - b. Uses in the CS zoning district as permitted by right and permitted as accessory uses. Conditional uses are allowed subject to the CS zoning district standards and procedures.
3. *Traffic circulation control and parking.* Traffic circulation and parking is to be provided by way of 1st Avenue South and 5th Street South with direct connections to surrounding streets including Beach Boulevard and 3rd Street, as shown on the site plan attached hereto as Exhibit 4.
4. *Site design and lot layout standards.* Site design and lot layout standards are shown on the site plan attached hereto as Exhibit 4.

5. *Off-street parking and loading.* Four (4) parking spaces total to include two (2) standard spaces, one (1) ADA space, and one (1) van parking space. Parking and loading is provided as shown on the site plan attached hereto as Exhibit 4.
6. *Open space requirements.* Not applicable.
7. *Signage.* All signs erected shall be consistent with standards of Article VIII, Division 4.
8. *Landscaping.* Consistent with the standards of Article VIII, Division 3.
9. *Environmental.* The stormwater management and flood protection standards shall be consistent with the standards in Article VIII, Division 5.
10. *Utility easements.* Easements necessary for the orderly extension and maintenance of public utility systems shall be required where they are necessary and adequately service the development.
11. *Adequate public facilities.* There shall be adequate potable water, sanitary sewer, stormwater management, solid waste, park, roads, police, fire and emergency management services facilities to service the development. The application shall comply with the standards in Article X, Adequate public facilities standards. Solid waste will be collected on site within appropriate dumpster and or compactor facilities.
12. *Comprehensive plan consistency.* The proposed redevelopment is consistent with and furthers the general purpose and intent of the 2030 Comprehensive Plan, specifically contributing to the following goals, objectives and policies:

Future Land Use Element:

- i. Goal LU.1 – Provide for a continued high quality of life in Jacksonville Beach by planning for population growth, public and private development and redevelopment, energy conservation; and the proper distribution, location, and extent of land uses by type, density, and intensity consistent with efficient and adequate levels of services and facilities, and the protection of natural and environmental resources.
- ii. Policy LU.1.2.2 – An adequate amount of land exists in developed areas or areas being developed for neighborhood and general commercial, office and service, lodging, and industrial use in the City, or is planned for assembly and redevelopment to meet the needs of the projected resident, seasonal and day visitor populations through the planning period. Future commercial space needs of this type shall be met through in-fill development adjacent to similar uses or through redevelopment in designated areas.
- iii. Policy LU.1.2.3 – The intensity of development in areas where in-fill development for commercial, office, service, or industrial use is proposed shall conform to the level of intensity on adjacent properties or as specified in the adopted Community Redevelopment Plans. A market analysis shall be required to accompany any

application involving a proposed Future Land Use Map change from a residential land use category to a commercial land use category.

- iv. Policy LU.1.2.4 Land development regulations for commercial and industrial areas shall be revised utilizing the Standard Industrial Classification system as the basis for recognizing both the similarities and differences among the various types of economic activity within the community. The range of permitted uses shall be revised and additional zoning classifications created in necessary to acknowledge the performance characteristics of different land uses.
- v. Policy LU.1.2.6 The City recognizes that urban sprawl; as evidenced by the incidence of "leapfrog" development, strip commercial development, and large expanses of low-density, single dimensional land uses presents a fiscally and environmentally unsound urban form. However, in a mature community like Jacksonville Beach, development patterns have long been set. Nevertheless, it is the intent of the City to enforce its land development regulations in a manner which will discourage the development or extension of commercial strips, allow for mixed use development where appropriate, and support the redevelopment or revitalization of existing commercial areas.
- vi. Objective LU.1.4 – Future land development activities shall be directed to appropriate areas as described in this Future Land Use Element or as depicted on the Future Land Use Map. All future land use shall be consistent with sound planning principles and the limitations of the natural environment including sensitivity to problems posed by greenhouse gas generation, topographic and soil conditions, conservation-protected lands such as estuarine wetlands and the beach, and conservation-restricted lands such as palustrine wetlands and flood prone areas including the coastal zones. Future land development activities shall be considerate of the need to preserve and protect historic resources; the desired community character, and the goals, objectives, and policies relating to the development of the land embodied in the other Elements of this Plan.
- vii. Objective LU.1.9 – Design of Commercial and Industrial Developments. Commercial and industrial development/ redevelopment will be designed to enhance access and circulation, and result in a positive and attractive built environment.

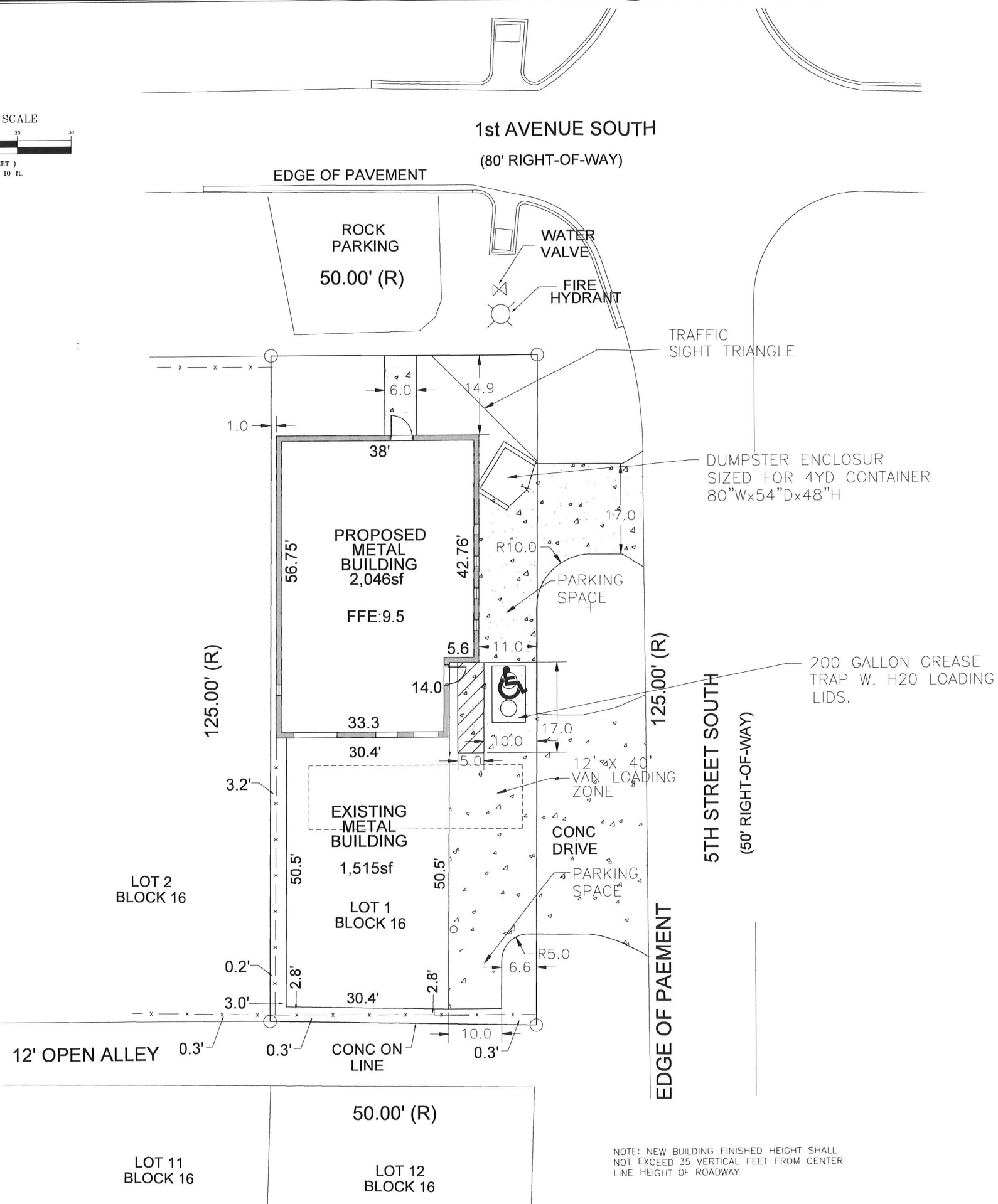
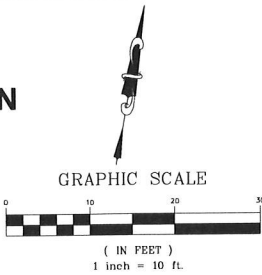
Transportation Element

- i. Objective TE 1.4 – Provide for safe and convenient traffic flow and parking.
 - ii. Policy TE 1.4.6 – The City shall require all new commercial, institutional, and industrial uses to provide off-street loading zones. Such zones shall have minimum dimensions of twelve (12) feet by forty (40) feet.
13. *Time limitations.* The receipt of a development order for this PUD zoning shall expire at the end of one (1) year after the date of its initial approval, which is to begin the day after the appeal period ends, unless an application for a development permit for a development plan has been submitted to the planning and development director. Only one (1), one (1) year extension shall be granted by the City Council upon written application to the Planning

and Development Director. Written application requesting the extension shall be submitted to the Planning and Development Director no later than thirty (30) working days before the date that the development order is to expire. The timelines and year-long extension herein shall be in addition to any pause, tolling and/or extension provided by federal, state or local law regarding state of emergencies, including but not limited to such relief offered in section 252.363, *Florida Statutes* (2021). Once a timely application for a development permit for a development plan has been submitted, any subsequent application may be filed notwithstanding the time provisions herein.

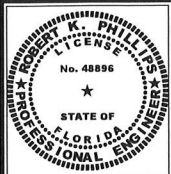
14. *Minor deviation to PDP.* Minor deviations shall be allowed pursuant to the LDC.
15. *Amendments to PDP.* Amendments to the preliminary development plan shall be allowed pursuant to the LDC.
16. *Development plan.* An application for development plan shall be filed according to the time limitations set forth in section III.C.14. of this PUD rezoning.

EXHIBIT 4
PUD SITE PLAN



NOTE: NEW BUILDING FINISHED HEIGHT SHALL NOT EXCEED 35 VERTICAL FEET FROM CENTER LINE HEIGHT OF ROADWAY.

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FL PE 48896



REVISIONS:
JAX BEACH MOD 6/22

504 1ST AVE. S. COMMERCIAL BUILDING
504 1ST AVENUE SOUTH
JACKSONVILLE BEACH, FLORIDA

EXHIBIT 4 PUD SITE PLAN

DRAWN/DESIGNER (CHECKED)
D.B. M.P. R.K.P.
DATE: **SEPT 20 2023**
SCALE: **1" = 10'**
PROJECT No. **3000-22**
DRAWING NUMBER

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