



# City of Jacksonville Beach

## Agenda

11 North Third Street  
Jacksonville Beach, Florida

## City Council

Monday, October 21, 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. City Council Meeting held on October 7, 2024
- B. Council Briefing held on October 14, 2024

### **APPROVAL OF THE AGENDA**

### **ANNOUNCEMENTS**

### **COURTESY OF THE FLOOR TO VISITORS**

### **CONSENT AGENDA**

- A. Accept the Monthly Financial Reports for the month of September 2024
- B. Accept the donation of an American 250 Patriot Memorial monument from the Ponte Vedra Chapter of the Daughters of the American Revolution
- C. Approve dental, vision, life, AD&D, and other voluntary insurance/benefit renewals effective January 1, 2025

### **MAYOR AND CITY COUNCIL**

### **CITY CLERK**

### **CITY MANAGER/NEW BUSINESS**

- A. Accept/Reject the Department of Justice Award for the Community Oriented Policing Services Hiring Program Grant for \$500,000 for additional funding for four new positions in the Police Department
- B.
  - 1. Award/Reject Bid No. 2324-14 to Petticoat-Schmitt Civil Contractor's Inc. for construction of the America Avenue Drainage Project for an amount not to exceed \$1,598,902;
  - 2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this

bid award;

3. Award/Reject an agreement for Construction Administration and Construction Inspection Services to Hanson Engineering for an amount not to exceed \$48,374; and

4. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this award

- C. 1. Award/Reject Bid No. 2324-13 Central and South Basin Pump Station Improvements to PBM Constructors for an amount not to exceed \$3,494,590; and  
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award

- D. Approve/Disapprove an Agreement with HALFF for Latham Plaza Engineering Services

- E. 1. Award/Reject RFP No. 08-2324 for Group Medical and Prescription Insurance to Florida Blue; and  
2. Delegate authority to the City Manager to approve and execute all subsequent renewals through the maximum contract period

### **RESOLUTIONS**

- A. Adopt/Deny Resolution No. 2174-2024 Adopting Outdoor Lighting Service Rates for Beaches Energy Services

- B. Adopt/Deny Resolution No. 2182-2024 adopting the revised Special Events Policy

### **ORDINANCES**

### **ADJOURNMENT**

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### **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.*

*If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.*

**OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

Council Member Janson asked for a moment of silence to recognize the death of William Mathews, and 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 | Greg Sutton | John Wagner |

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Beaches Energy Services Allen Putnam, Director of Public Works Dennis Barron, Chief Information Officer Bill Rieger, Director of Parks and Recreation Jason Phitides, and City Clerk Sheri Gosselin.

**APPROVAL OF MINUTES:**

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

- Special City Council Meeting held on September 16, 2024
- Regular City Council Meeting held on September 16, 2024

**APPROVAL OF THE AGENDA**

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve the agenda.

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

**ANNOUNCEMENTS:**

Council Member Meza expressed sorrow over recent tragedies, including the death of William Mathews and a car accident involving teenagers. He praised a community effort led by the owner of Angie's Subs, Ed Malin, who organized donations for Hurricane Helene victims in North Carolina.

Council Member Sutton recognized Director of Public Works Dennis Barron, and the Public Works department for working with Waste Pro to quickly clear storm debris off the streets. He mentioned attending Florida League of Cities (FLC) meetings and highlighted his role on the Intergovernmental Relations, Mobility, and Emergency Management Committee. He congratulated Council Member Golding on becoming the chair of her committee [Municipal Operations].

Council Member Golding thanked Public Works, Waste Pro, and Beaches Energy Services for their efforts during Hurricane Helene and preparations for Hurricane Milton. She acknowledged community donations for hurricane victims and expressed concern for those facing Milton's impact. She announced the Beaches Watch Jacksonville Beach Candidate Forum would be held via Zoom and promoted the Whiskers & Waves Pet Adoption Event on October 19-20, 2024. She extended condolences to the Mathews family and urged residents to stay safe.

Council Member Janson commended all departments for their efforts during recent storms. He provided updates from the FLC Development, Code Compliance and Redevelopment Policy Committee, mentioning a focus on affordable housing this session.

Council Member Wagner recognized the Citizens Information Academy for offering residents a chance to learn about the city and engage with its leaders.

Council Member Horn urged residents to prepare for the storm by ensuring they had necessary supplies and emphasized the unpredictability of the storm's impact.

City Manager Mike Staffopoulos provided an update on Hurricane Milton, noting Governor DeSantis' state of emergency declaration for Duval County. He advised residents not to put out more yard waste and emphasized storm preparations. He announced cancellations of city meetings due to the storm and anticipated a 3–5-foot storm surge.

Mr. Sutton expressed concerns about onshore winds and heavy rainfall posing risks to large trees. Mr. Barron explained the City of Neptune Beach requested the Lakeside gate remain open due to paving work being done on Kings Road, and due to the weather. The gate would stay open until the paving was completed.

Mr. Sutton also raised safety concerns about a leaning sign at a vacant property on South 3rd Street. Mr. Staffopoulos noted the property owner had been cited, and the building official attempted to reach the owner.

Mayor Hoffman expressed condolences to the Mathews family and emphasized following Jax Ready for storm updates. She confirmed the Beaches Watch forum would be virtual and encouraged staying informed through social media.

**COURTESY OF THE FLOOR TO VISITORS:**

- Tim Harrell, 2796 Colonies Drive, Jacksonville Beach, spoke about contractors speeding in his neighborhood.
- David Zuckerman, 1794 Ocean Drive South, Jacksonville Beach, spoke about dogs off leash on the beach.
- Roger Whiting, 1103 Second Avenue North, Jacksonville Beach, spoke about the building height of the project across from Gonzalez Park.
- Taylor Jensen, 632 Oak Street, Neptune Beach, spoke about the City of Jacksonville Beach pension policy. Mr. Jensen provided a handout to the Clerk.

**CONSENT AGENDA:**

**Item A      Approve the Scope of Work from Weatherproofing Technologies, Inc., d/b/a Tremco, to replace the Cemetery Maintenance Building roof, repair the walls, and waterproof the structure for an amount not to exceed \$48,749.11**

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

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

**MAYOR AND CITY COUNCIL:** None

**CITY CLERK:** None

**CITY MANAGER/NEW BUSINESS:**

**Item A      Approve/Disapprove Beaches Energy Services 2025 Capital, Operational, and Maintenance Plan and Strategic Rate Design Scope of Services**

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

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve Beaches Energy Services 2025 Capital, Operational, and Maintenance Plan and Strategic Rate Design Scope of Services.

**Discussion:** A discussion ensued about the timeline.

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, and Mayor Hoffman.

The motion passed unanimously.

**Item B      Approve/Disapprove the expanded Scope of Services with BISDigital and additional funding for Council Chambers Audio/Visual Equipment**

Chief Information Officer Bill Rieger provided background on the item.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve the expanded Scope of Services with BISDigital and additional funding for Council Chambers Audio/Visual Equipment.

**Discussion:** A discussion ensued about the camera placement, livestream and remote capabilities, an agenda management feature, funding, and timeline.

**Roll Call Vote:** Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman.

The motion passed unanimously.

**Item C      Approve/Disapprove additional funding to repair/replace the Sanitary Sewer manhole and piping in the area of 22nd Street North for an amount not to exceed \$719,700.00**

Mr. Barron provided background on the item.

**Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve additional funding to repair/replace the Sanitary Sewer manhole and piping in the area of 22nd Street North for an amount not to exceed \$719,700.00.

**Discussion:** A discussion ensued about the slip-lining project, the possible cause of the issue, and the scope of work.

**Roll Call Vote:** Ayes – Janson, Meza, Sutton, Wagner, Golding, Horn, and Mayor Hoffman.

The motion passed unanimously.

**Item D            Approve/Disapprove a one-time extension of membership to Paws Dog Park for eligible members**

Director of Parks and Recreation Jason Phitides provided background on the item.

**Motion:**            It was moved by Ms. Golding, seconded by Mr. Janson, to approve a one-time extension of membership to Paws Dog Park for eligible members.

**Discussion:** None.

**Roll Call Vote:** Ayes – Meza, Sutton, Wagner, Golding, Horn, Janson, and Mayor Hoffman.

The motion passed unanimously.

**RESOLUTIONS:** None

**ORDINANCES:** None

**ADJOURNMENT:**

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

Voice Vote:            Ayes: Golding, Janson, Meza, Sutton, Mayor Hoffman,  
                              Nays: Horn  
                              The motion passed 6-1.

There being no further business, the meeting adjourned at 7:04 P.M.

Submitted by: Sheri Gosselin  
                              City Clerk

Approval:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

Date: \_\_\_\_\_

**Minutes of City Council Briefing  
Monday, October 14, 2024 – 5:00 P.M.  
City Hall 1<sup>st</sup> Floor Conference Room  
11 North 3<sup>rd</sup> Street, Jacksonville Beach, FL**



The Council Briefing began at 5:00 P.M.

The following City Council Members were in attendance:

**Mayor:** Christine Hoffman

**Council Members:** Sandy Golding      Bill Horn (late)      Dan Janson  
Fernando Meza      Greg Sutton      John Wagner

Also present were City Manager Mike Staffopoulos, Police Commander Thomas Bingham, Chief of Police Gene Paul Smith, Community Redevelopment Agency Coordinator Taylor Mobbs, Communications Manager Jacob Board, Director of Planning and Development Heather Ireland, Senior Planner Christian Popoli, City Attorney David Migut, and Deputy City Clerk Jodilynn Byrd.

**Purpose of Briefing**

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

**City Manager**

**Semi-Truck Parking Ban**

Police Commander Thomas Bingham updated the Council regarding the City's options for banning semi-truck parking on State Road A1A (3<sup>rd</sup> Street). A conversation ensued, and City Attorney David Migut provided legal context.

The consensus of the Council was for Mayor Hoffman and City Manager Mike Staffopoulos to explore the possibility of contacting State legislators regarding the state statutes regulating this issue. The City's Police Department would monitor the parking of any semi-trucks to not exceed the maximum time allowed by the City ordinance. Mr. Migut would follow up with other cities for information regarding similar issues. Updated information would be provided for the Council at a future Briefing.

**E-Bike Regulations**

Commander Bingham addressed the Council's concerns about safety and regulations regarding E-bikes. A conversation ensued regarding other local jurisdictions' ordinances pertaining to E-bikes and options to possibly develop regulations for the City of Jacksonville Beach (COJB).

The consensus of the Council was for Police staff to gather crash statistics involving E-bikes in COJB for the past two years and to gather data from the City of Neptune Beach (CONB) in reference to the enforcement of their bike and E-bike ordinance. Staff would also draft an ordinance similar to CONB's ordinance for the Council to review at a future briefing.

**Pier Entryway Art**

Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs presented the Council with two design options for the Jacksonville Beach Pier entryway. A conversation ensued regarding the status of the adjacent parking lot, which remains in disrepair. The consensus of the Council was the pier entryway design be placed on hold until the parking lot was restored.

**Disposition of Downtown Property**

Director of Planning and Development Heather Ireland provided the Council with information regarding the history of the empty lot owned by the CRA located at 128 4<sup>th</sup> Avenue North. A conversation ensued regarding potential uses for the lot. The consensus of the Council was to

pave the lot and make it a parking lot for low-speed vehicles, bikes and additional disabled parking spots. Staff would present a concept design to the Council at a future Briefing.

#### Food Truck Discussion

Senior Planner Christian Popoli addressed the Council regarding two topics in the current Mobile Food Vending ordinance.

Topic 1: A conversation ensued regarding the Council's interest in expanding the locations in the City where Mobile Food Dispensing Vehicles (MFDVs) can operate. It was the consensus of the Council for staff to prepare a draft ordinance for review at a future briefing.

Topic 2: A conversation ensued regarding code compliance with the City code of ordinances for food trucks, specifically dumping waste tanks and leaving food trucks parked overnight. Mr. Staffopoulos stated staff would conduct further research and present additional information to the Council for further discussion at a future Briefing.

#### Miscellaneous City Manager's Items

Communications Manager Jacob Board provided the Council with an update regarding the digital sign located on the corner of Beach Boulevard and State Road A1A (3<sup>rd</sup> Street). A handout of screen and sign options was presented to the Council. A conversation ensued regarding whether or not to update the entire sign or only the screen. It was the consensus of the Council to replace only the screen at this time.

#### Committee Assignment Report

N/A

#### Future Briefing Topics

Council Member Janson asked about the City's debris management plan for mass removal. Mr. Staffopoulos stated the city had a current and active contract.

Mr. Janson asked for information regarding the protocol for multiple incumbent council members attending and participating in a candidate forum. Mr. Migut provided an informational handout and provided the Council with his legal opinion regarding the matter and its relation to the Sunshine Law.

Council Member Sutton asked for an update on the pending lawsuit with a business on Shetter Avenue. Mr. Migut provided the Council with an update.

Council Member Golding asked about a cyber security standards update for the Council. Mr. Staffopoulos responded an update would be provided at a future Briefing.

Ms. Golding asked for information regarding the City's natural disaster emergency management plan. Mr. Staffopoulos responded an update would be provided at a future Briefing.

Ms. Golding spoke about the recently passed Public Camping Law. Ms. Golding stated that the City of Jacksonville (COJ) recently approved \$1 million for homeless outreach for the Jacksonville Fire Rescue Department (JFRD). Ms. Golding suggested staff have a conversation with COJ regarding homeless outreach for COJB. Ms. Hoffman suggested a post-election meeting with the leaders from the three beach cities and local organizations to discuss the needs of the beaches community and then arrange a meeting with COJ. Ms. Hoffman would provide the Council with an update at a later date.

Ms. Golding spoke about non-compliance issues within the City regarding short-term vacation rentals. Ms. Golding suggested the City revise the current short-term vacation rental ordinance to add stricter enforcement of compliance and property registration requirements. The consensus of the Council was for this topic to be discussed further at a future Briefing.

Council Member Wagner asked about the status of the Marketing and Communication Plan and suggested the City look into the non-emergency app being used by the City of Atlantic Beach (COAB). Mr. Staffopoulos responded a Communication and Marketing Plan would be presented at an upcoming Council Briefing, and information on the non-emergency app would be included in the update.

Mr. Wagner asked the Council to reconsider its previous decision regarding the COAB war memorial donation and to donate \$5,000 to the COAB to help fund its war memorial. It was the consensus of the Council for this item to be placed on an agenda for a future Council meeting for formal consideration.

Mr. Wagner asked about the status of allowing retail establishments to store some of their items outside. Mr. Staffopoulos stated it was included in the Land Development Code (LDC) update and would be brought to the Council for review once completed and approved by the Planning Commission.

Council Member Horn asked for a red-lined version of the LDC. Ms. Ireland stated that neither a red-lined nor a draft version of the LDC is currently available, and the Council would be able to review the entire document once it was completed and approved by the Planning Commission.

Mayor Hoffman asked about the status of the Purchasing Policy revision and the previously provided Gantt chart. Mr. Staffopoulos stated a Council retreat would be planned for early 2025 to allow the Council to provide their high-level priorities, and an updated Gantt chart would be created from those Council priorities.

Ms. Hoffman asked for the weekly activities calendar she receives from staff be sent to all Council members.

The Briefing adjourned at 7:23 P.M.

Submitted by: Jodilynn Byrd  
Deputy City Clerk

Approved:

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Christine H. Hoffman, MAYOR

Date: \_\_\_\_\_



| CITY COUNCIL AGENDA ITEM |                                                           |
|--------------------------|-----------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                     |
| FROM:                    | Ashlie Gossett, Chief Financial Officer                   |
| DATE:                    | 07/31/2024                                                |
| SUBJECT:                 | Monthly Financial Reports for the Month of September 2024 |

#### BACKGROUND

Attached are the monthly financial reports for September 2024 as prepared by the Finance Department. These reports represent 12 months of activity, or 100% of the total annual budget. These reports are prepared on a cash basis and do not reflect year-end accruals.

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 September 2024

#### ATTACHMENTS

1. 2024-09 September Financials updated



# SUMMARY BUDGET REPORT

September 30, 2024

100% 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                     | 17,298,492                   | 95.8%                            | 15,586,999                 | 94.4%                          | 1.4%                                      | 1,711,493                                  |
| 2 Licenses & Permits        | 1,100,484                    | 138.4%                           | 1,050,332                  | 162.3%                         | -23.9%                                    | 50,152                                     |
| 3 Intergovernmental Revenue | 5,378,269                    | 118.2%                           | 5,627,771                  | 131.1%                         | -12.9%                                    | (249,501)                                  |
| 4 Charges for Services      | 813,614                      | 148.5%                           | 854,680                    | 187.4%                         | -39.0%                                    | (41,066)                                   |
| 5 Enterprise Contributions  | 3,707,973                    | 100.0%                           | 3,795,395                  | 100.0%                         | 0.0%                                      | (87,422)                                   |
| 6 Miscellaneous Revenue     | 1,724,754                    | 432.3%                           | 1,095,119                  | 393.9%                         | 38.4%                                     | 629,635                                    |
| 7 Fines & Forfeitures       | 147,106                      | 73.6%                            | 554,675                    | 326.3%                         | -252.7%                                   | (407,569)                                  |
| 8 Interfund Transfers       | 512,852                      | 99.8%                            | 499,888                    | 97.3%                          | 2.5%                                      | 12,964                                     |
| <b>Total Revenues</b>       | <b>\$30,683,544</b>          | <b>106.6%</b>                    | <b>\$29,064,858</b>        | <b>109.0%</b>                  | <b>-2.4%</b>                              | <b>\$1,618,686</b>                         |

### Current Year vs. Prior Year



### Discussion

Total General Fund revenues are ahead of budget estimates and the prior year actuals.

- The negative percent and positive dollar variance in Licenses & Permits Revenue reflects increases in the annual budget estimates larger than actual revenues received year to date.
- The decrease in intergovernmental revenues is largely due to a mutual aid reimbursement for Hurricane Ian public safety support in the prior year.
- 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, 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.
- The decrease in fines and forfeitures is largely attributable to a code enforcement case settlement and opioid litigation proceeds received in the prior year.



## SUMMARY BUDGET REPORT

September 30, 2024

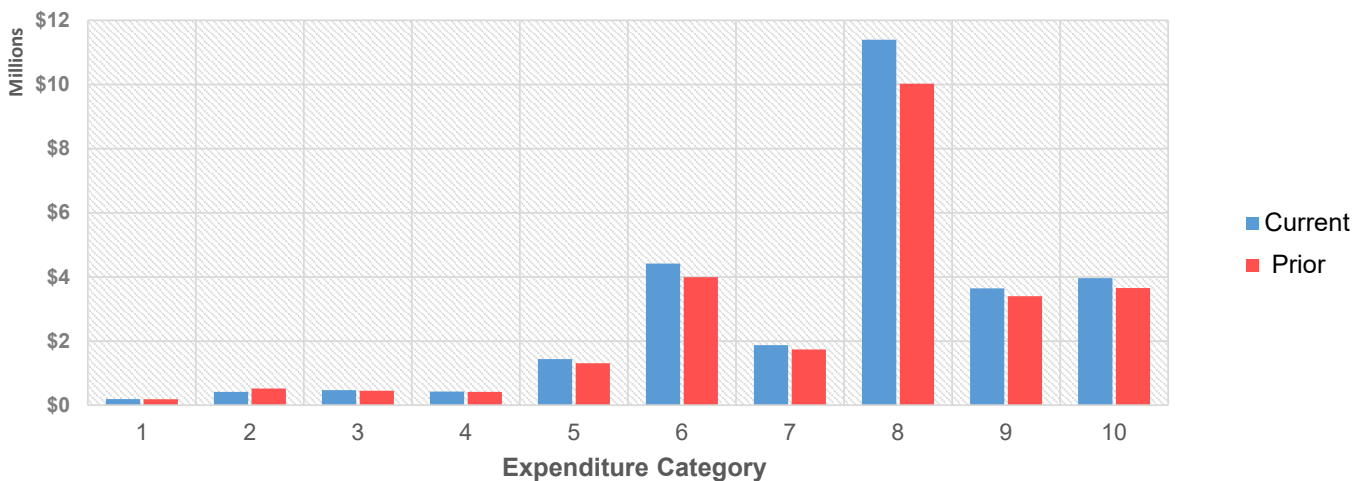
100% of Year Elapsed

### 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      | 192,189                           | 55.2%                                 | 188,792                         | 96.3%                               | -41.1%                                    | 3,397                                      |
| 2 City Attorney            | 417,755                           | 76.6%                                 | 522,159                         | 90.4%                               | -13.8%                                    | (104,404)                                  |
| 3 City Clerk               | 471,544                           | 88.4%                                 | 454,200                         | 94.9%                               | -6.5%                                     | 17,344                                     |
| 4 Building Maintenance     | 425,428                           | 85.8%                                 | 417,832                         | 92.0%                               | -6.2%                                     | 7,596                                      |
| 5 Planning and Development | 1,438,539                         | 91.7%                                 | 1,308,140                       | 85.7%                               | 6.0%                                      | 130,399                                    |
| 6 Parks and Recreation     | 4,417,651                         | 98.1%                                 | 3,995,763                       | 96.0%                               | 2.1%                                      | 421,888                                    |
| 7 Public Works             | 1,875,026                         | 94.4%                                 | 1,737,201                       | 94.2%                               | 0.2%                                      | 137,825                                    |
| 8 Police                   | 11,394,604                        | 104.1%                                | 10,023,396                      | 99.0%                               | 5.2%                                      | 1,371,208                                  |
| 9 Fire Services            | 3,643,617                         | 97.1%                                 | 3,401,461                       | 95.3%                               | 1.9%                                      | 242,156                                    |
| 10 Non-Departmental        | 3,965,591                         | 91.0%                                 | 3,653,943                       | 86.8%                               | 4.1%                                      | 311,648                                    |
| <b>Total Expenditures</b>  | <b>28,241,943</b>                 | <b>97.3%</b>                          | <b>25,702,887</b>               | <b>94.7%</b>                        | <b>2.6%</b>                               | <b>\$2,539,056</b>                         |

#### Current Year vs. Prior Year



#### Discussion

Total General Fund expenditures remain under budget for the current year and slightly ahead of the prior year expenditures on a percent of budget basis. A negative percent and positive dollar variance in a category reflects increases in the annual budget estimate larger than the actual expenditures made to date.

- The negative percent variance in City Administration is due to the Council Chambers AV upgrade project budgeted in current year, but will be actioned in FY2025.
- The decrease in City Attorney expenditures is due to a position vacancy and a reduction in outside legal services in the current year versus the prior year at the same point.
- 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. FY2024 is the 5th of 10 annual payments to satisfy this obligation.



## SUMMARY BUDGET REPORT

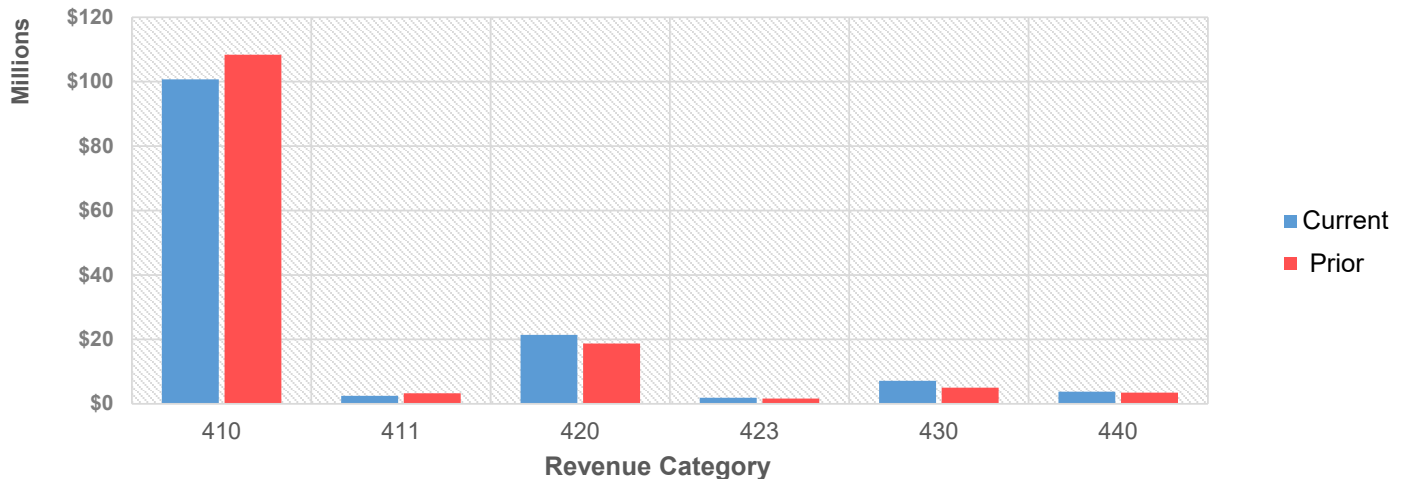
September 30, 2024  
100% of Year Elapsed

### 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          | 100,701,616                  | 101.9%                           | 108,387,506                | 112.9%                         | -11.0%                                    | (7,685,890)                                |
| 411 Natural Gas       | 2,503,223                    | 102.7%                           | 3,250,561                  | 147.3%                         | -44.6%                                    | (747,338)                                  |
| 420 Water & Sewer     | 21,385,072                   | 123.2%                           | 18,737,399                 | 117.3%                         | 5.9%                                      | 2,647,673                                  |
| 423 Stormwater        | 1,884,091                    | 131.8%                           | 1,624,407                  | 114.7%                         | 17.1%                                     | 259,684                                    |
| 430 Sanitation        | 7,155,352                    | 110.1%                           | 4,999,397                  | 129.2%                         | -19.1%                                    | 2,155,955                                  |
| 440 Golf Course       | 3,747,070                    | 131.3%                           | 3,485,873                  | 122.8%                         | 8.5%                                      | 261,197                                    |
| <b>Total Revenues</b> | <b>\$137,376,424</b>         | <b>106.2%</b>                    | <b>\$140,485,143</b>       | <b>114.9%</b>                  | <b>-8.7%</b>                              | <b>(\$3,108,720)</b>                       |

#### Current Year vs. Prior Year



#### Discussion

Total Enterprise Fund revenues are ahead of current year estimates and behind prior year revenues on a percent of budget basis.

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

411 The decrease in Natural Gas revenues reflects a reduction in the pass-through cost of gas adjustment used to pay for the cost of natural gas from the City's provider.

420 The increase in Water & Sewer revenues reflects the strong investment earnings performance compared to the prior year at the same time in addition to CPI increases in water/sewer utility rates.

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. The percent decrease reflects more conservative budget estimates in the current year.



## SUMMARY BUDGET REPORT

September 30, 2024

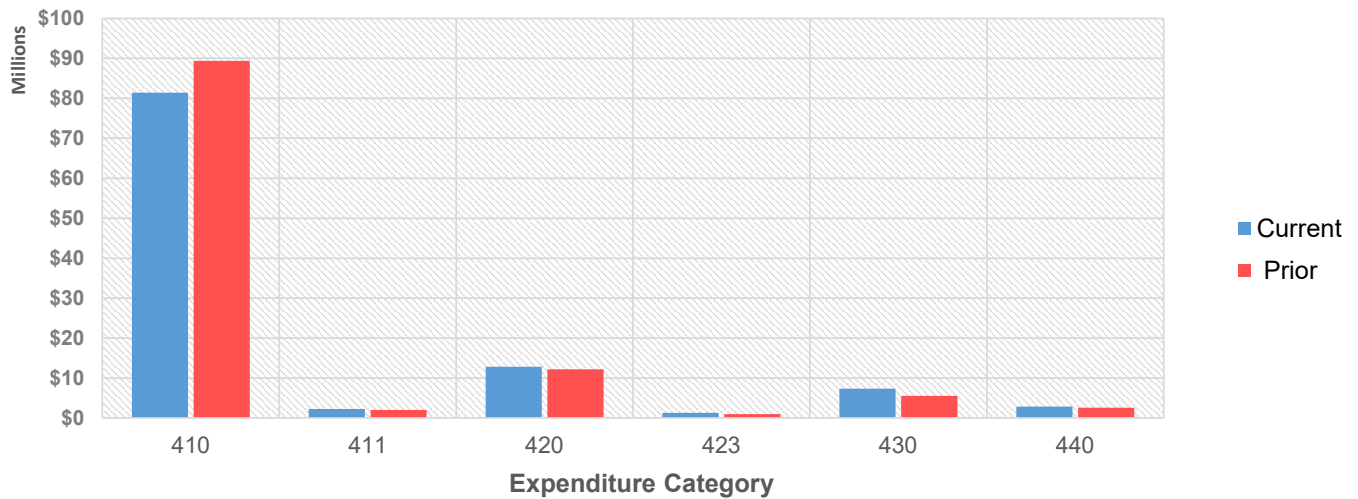
100% of Year Elapsed

### 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              | 81,394,569                        | 76.6%                                 | 89,347,965                      | 87.5%                               | -11.0%                                    | (7,953,396)                                |
| 411 Natural Gas           | 2,261,680                         | 96.7%                                 | 2,027,065                       | 99.5%                               | -2.7%                                     | 234,615                                    |
| 420 Water & Sewer         | 12,818,994                        | 44.4%                                 | 12,197,756                      | 60.7%                               | -16.3%                                    | 621,237                                    |
| 423 Stormwater            | 1,281,946                         | 20.7%                                 | 958,269                         | 20.3%                               | 0.3%                                      | 323,677                                    |
| 430 Sanitation            | 7,356,050                         | 97.5%                                 | 5,542,374                       | 120.5%                              | -23.0%                                    | 1,813,676                                  |
| 440 Golf Course           | 2,840,630                         | 89.4%                                 | 2,594,930                       | 86.8%                               | 2.6%                                      | 245,700                                    |
| <b>Total Expenditures</b> | <b>\$107,953,868</b>              | <b>69.9%</b>                          | <b>\$112,668,358</b>            | <b>82.5%</b>                        | <b>-12.6%</b>                             | <b>(\$4,714,491)</b>                       |

#### 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.
- 411 The negative percent variance and positive dollar variance in the Natural Gas fund reflects increases in budget estimates greater than actual experience to date.
- 420 The negative percent variance and positive dollar variance in the Water & Sewer fund reflects increases in budget estimates greater than actual experience to date; largely in capital project accounts.
- 423 The increase in Stormwater 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. The negative variance reflects increases in budget estimates greater than actual experience.



## SUMMARY BUDGET REPORT

September 30, 2024

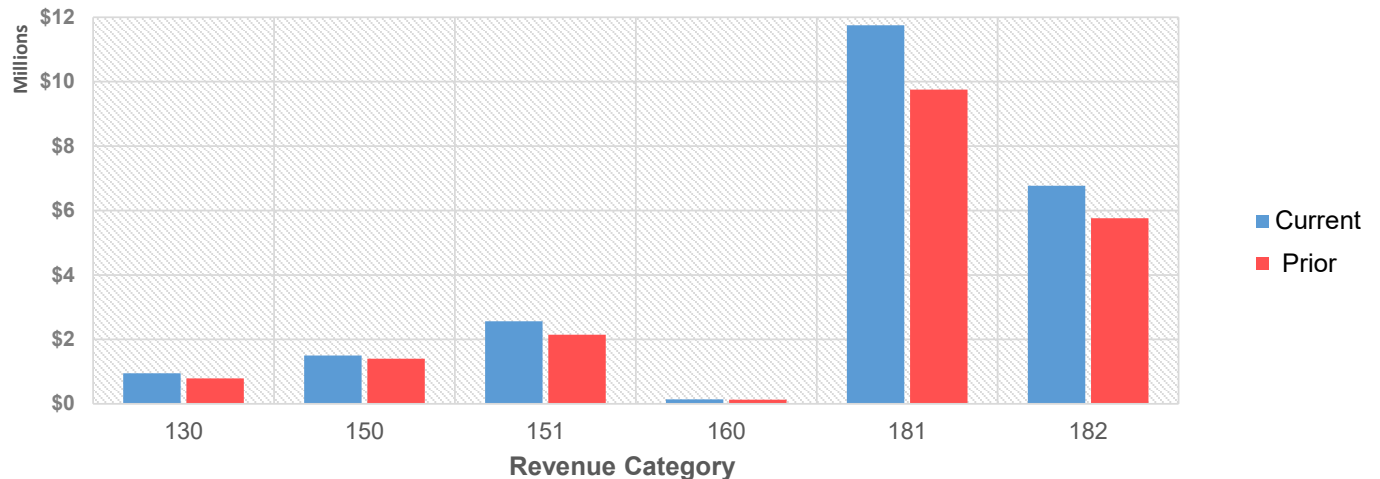
100% of Year Elapsed

### 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  | 947,546                      | 152.6%                           | 788,286                    | 188.3%                         | -35.7%                                    | 159,260                                    |
| 150 Local Option Gas Tax    | 1,501,031                    | 114.4%                           | 1,401,391                  | 121.4%                         | -7.0%                                     | 99,640                                     |
| 151 Infrastructure Surtax   | 2,564,176                    | 135.1%                           | 2,146,273                  | 145.2%                         | -10.1%                                    | 417,902                                    |
| 160 Community Dev Blk Grant | 140,852                      | 99.2%                            | 127,888                    | 90.1%                          | 9.1%                                      | 12,964                                     |
| 181 Downtown Increment Fund | 11,748,390                   | 121.6%                           | 9,752,983                  | 108.6%                         | 13.0%                                     | 1,995,407                                  |
| 182 Southend Increment Fund | 6,768,049                    | 222.5%                           | 5,761,433                  | 195.4%                         | 27.1%                                     | 1,006,616                                  |
| <b>Total Revenues</b>       | <b>\$23,670,044</b>          | <b>142.0%</b>                    | <b>\$19,978,255</b>        | <b>132.1%</b>                  | <b>9.8%</b>                               | <b>\$3,691,790</b>                         |

#### Current Year vs. Prior Year



#### Discussion

Total revenues in the Special Revenue Funds are 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 July. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

150 The negative percent variance in Local Option Gas Tax reflects changes in annual budget estimates to reflect revenue trends.

151 The increase in Infrastructure Surtax reflects strong investment earnings performance compared to the prior year at the same time. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

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

September 30, 2024

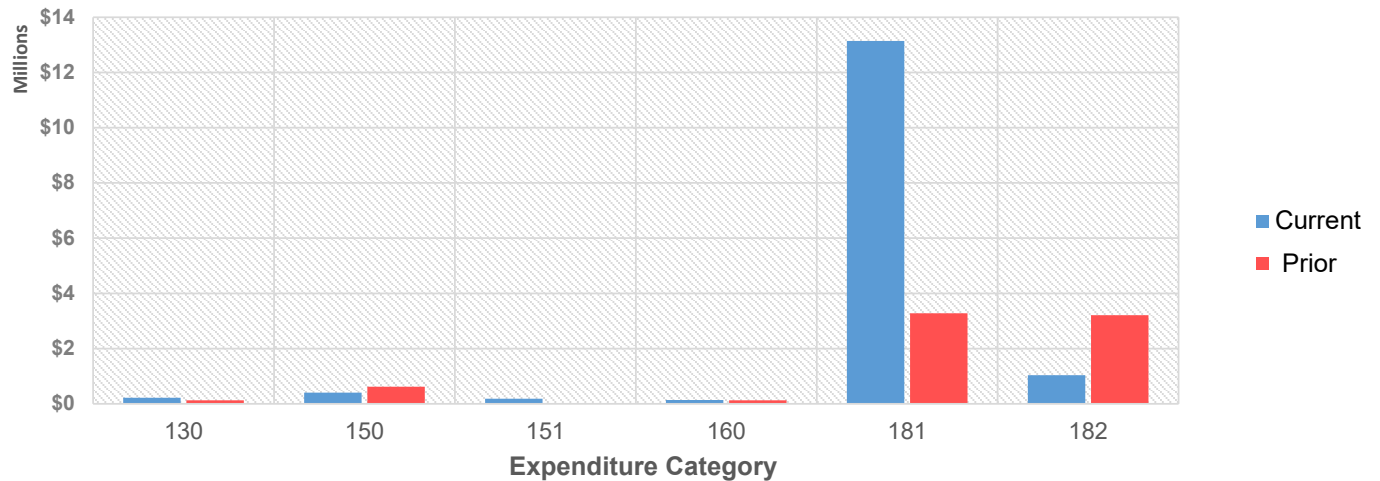
100% of Year Elapsed

### 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  | 220,102                           | 28.9%                                 | 126,497                         | 16.1%                               | 12.7%                                     | 93,605                                     |
| 150 Local Option Gas Tax    | 405,655                           | 48.3%                                 | 621,937                         | 75.5%                               | -27.2%                                    | (216,281)                                  |
| 151 Infrastructure Surtax   | 187,235                           | 6.3%                                  | 14,314                          | 1.3%                                | 5.0%                                      | 172,921                                    |
| 160 Community Dev Blk Grant | 140,852                           | 99.2%                                 | 127,888                         | 90.1%                               | 9.1%                                      | 12,964                                     |
| 181 Downtown Increment Fund | 13,141,056                        | 29.8%                                 | 3,280,379                       | 11.1%                               | 18.7%                                     | 9,860,677                                  |
| 182 Southend Increment Fund | 1,039,053                         | 28.4%                                 | 3,206,936                       | 26.5%                               | 1.9%                                      | (2,167,883)                                |
| <b>Total Expenditures</b>   | <b>\$15,133,953</b>               | <b>28.8%</b>                          | <b>\$7,377,950</b>              | <b>16.5%</b>                        | <b>12.3%</b>                              | <b>\$7,756,003</b>                         |

#### Current Year vs. Prior Year



#### Discussion

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

150 The decrease in Local Option Gas Tax expenditures is due to street resurfacing projects in the prior year.

151 The increase in Infrastructure Surtax expenditures is due to timing of capital projects.

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

September 30, 2024

100% of Year Elapsed

## Exhibit 7

### Summary Revenues and Expenditures

| Fund Name                      | Budgeted<br>Annual Revenues | Budgeted<br>Revenues To Date | Actual<br>Revenues To Date | Variance<br>Favorable/(Unfavorable) |
|--------------------------------|-----------------------------|------------------------------|----------------------------|-------------------------------------|
| 001 General Fund               | 28,771,604                  | 28,771,604                   | 30,683,544                 | 1,911,940                           |
| 130 Convention Development Tax | 621,000                     | 621,000                      | 947,546                    | 326,546                             |
| 150 Local Option Gas Tax       | 1,312,119                   | 1,312,119                    | 1,501,031                  | 188,912                             |
| 151 Infrastructure Surtax      | 1,897,885                   | 1,897,885                    | 2,564,176                  | 666,291                             |
| 160 Community Dev. Blk. Grant  | 142,000                     | 142,000                      | 140,852                    | (1,148)                             |
| 181 Downtown Increment Fund    | 9,658,445                   | 9,658,445                    | 11,748,390                 | 2,089,945                           |
| 182 Southend Increment Fund    | 3,041,338                   | 3,041,338                    | 6,768,049                  | 3,726,711                           |
| 410 Electric Utility           | 98,807,668                  | 98,807,668                   | 100,701,616                | 1,893,948                           |
| 411 Natural Gas Utility        | 2,438,230                   | 2,438,230                    | 2,503,223                  | 64,993                              |
| 420 Water & Sewer Utility      | 17,354,214                  | 17,354,214                   | 21,385,072                 | 4,030,858                           |
| 423 Storm Water Management     | 1,429,628                   | 1,429,628                    | 1,884,091                  | 454,463                             |
| 430 Sanitation Fund            | 6,496,085                   | 6,496,085                    | 7,155,352                  | 659,267                             |
| 440 Golf Course Fund           | 2,853,000                   | 2,853,000                    | 3,747,070                  | 894,070                             |
| 460 Leased Facilities Fund     | 788,500                     | 788,500                      | 870,763                    | 82,263                              |
| 500 Internal Service Funds     | 17,948,519                  | 17,948,519                   | 17,352,852                 | (595,667)                           |
| <b>Total Revenues</b>          | <b>\$193,560,235</b>        | <b>\$193,560,235</b>         | <b>\$209,953,627</b>       | <b>\$16,393,392</b>                 |

| Fund Name                      | Budgeted<br>Annual Expenditures | Budgeted<br>Expenditures To Date | Actual<br>Expenditures To Date | Variance<br>Favorable/(Unfavorable) |
|--------------------------------|---------------------------------|----------------------------------|--------------------------------|-------------------------------------|
| 001 General Fund               | 29,033,209                      | 29,033,209                       | 28,241,943                     | 791,265                             |
| 130 Convention Development Tax | 762,846                         | 762,846                          | 220,102                        | 542,744                             |
| 150 Local Option Gas Tax       | 839,471                         | 839,471                          | 405,655                        | 433,815                             |
| 151 Infrastructure Surtax      | 2,991,647                       | 2,991,647                        | 187,235                        | 2,804,411                           |
| 160 Community Dev. Blk. Grant  | 142,000                         | 142,000                          | 140,852                        | 1,148                               |
| 181 Downtown Increment Fund    | 44,119,064                      | 44,119,064                       | 13,141,056                     | 30,978,008                          |
| 182 Southend Increment Fund    | 3,660,338                       | 3,660,338                        | 1,039,053                      | 2,621,285                           |
| 410 Electric Utility           | 106,285,197                     | 106,285,197                      | 81,394,569                     | 24,890,628                          |
| 411 Natural Gas Utility        | 2,338,195                       | 2,338,195                        | 2,261,680                      | 76,515                              |
| 420 Water & Sewer Utility      | 28,896,889                      | 28,896,889                       | 12,818,994                     | 16,077,896                          |
| 423 Storm Water Management     | 6,203,912                       | 6,203,912                        | 1,281,946                      | 4,921,966                           |
| 430 Sanitation Fund            | 7,542,707                       | 7,542,707                        | 7,356,050                      | 186,657                             |
| 440 Golf Course Fund           | 3,177,468                       | 3,177,468                        | 2,840,630                      | 336,838                             |
| 460 Leased Facilities Fund     | 1,168,436                       | 1,168,436                        | 854,967                        | 313,470                             |
| 500 Internal Service Funds     | 18,076,519                      | 18,076,519                       | 16,988,270                     | 1,088,250                           |
| <b>Total Expenditures</b>      | <b>\$255,237,897</b>            | <b>\$255,237,897</b>             | <b>\$169,173,000</b>           | <b>\$86,064,896</b>                 |

| Fund Name                      | Net<br>Income/(Loss) | Net Variance<br>Favorable/(Unfavorable) |
|--------------------------------|----------------------|-----------------------------------------|
| 001 General Fund               | 2,441,600            | 2,703,205                               |
| 130 Convention Development Tax | 727,445              | 869,291                                 |
| 150 Local Option Gas Tax       | 1,095,376            | 622,727                                 |
| 151 Infrastructure Surtax      | 2,376,940            | 3,470,702                               |
| 160 Community Dev. Blk. Grant  | -                    | -                                       |
| 181 Downtown Increment Fund    | (1,392,666)          | 33,067,953                              |
| 182 Southend Increment Fund    | 5,728,996            | 6,347,996                               |
| 410 Electric Utility           | 19,307,047           | 26,784,576                              |
| 411 Natural Gas Utility        | 241,543              | 141,508                                 |
| 420 Water & Sewer Utility      | 8,566,079            | 20,108,754                              |
| 423 Storm Water Management     | 602,145              | 5,376,429                               |
| 430 Sanitation Fund            | (200,698)            | 845,924                                 |
| 440 Golf Course Fund           | 906,440              | 1,230,907                               |
| 460 Leased Facilities Fund     | 15,797               | 395,733                                 |
| 500 Internal Service Funds     | 364,582              | 492,582                                 |
| <b>Total</b>                   | <b>40,780,626</b>    | <b>\$102,458,288</b>                    |



# CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date  
September 30, 2024

| Type of Investment                                        | 10/1/2023<br>Beginning<br>Balance | Investment<br>Earnings | Realized<br>Gain/(Loss) | Unrealized<br>Gain/(Loss) | Fees               | Net<br>Investment<br>Income | Net Deposits<br>(Withdrawals) | 9/30/2024<br>Ending<br>Balance | Weighted<br>Net<br>Return* |
|-----------------------------------------------------------|-----------------------------------|------------------------|-------------------------|---------------------------|--------------------|-----------------------------|-------------------------------|--------------------------------|----------------------------|
| Sawgrass Asset Management                                 | 42,784,100                        | 848,418                | (684,369)               | 3,072,598                 | (88,705)           | 3,147,942                   | -                             | 45,932,042                     | 1.20%                      |
| Galliard Capital Management                               | 54,380,477                        | 2,267,933              | (180,220)               | 2,157,858                 | (109,575)          | 4,135,996                   | -                             | 58,516,473                     | 1.58%                      |
| Garcia Hamilton & Associates                              | 54,737,511                        | 1,453,627              | 818,199                 | 1,911,808                 | (109,804)          | 4,073,830                   | -                             | 58,811,341                     | 1.55%                      |
| State Pooled Investment Fund                              | 34,014,515                        | 1,932,637              | -                       | -                         | -                  | 1,932,637                   | (0)                           | 35,947,152                     | 0.72%                      |
| Florida Trust                                             | 30,677,433                        | 1,714,866              | -                       | -                         | -                  | 1,714,866                   | -                             | 32,392,299                     | 0.64%                      |
| Florida Municipal Investment Trust<br>0-2 Yr HQ Bond Fund | 13,056,741                        | 772,416                | -                       | -                         | -                  | 772,416                     | 0                             | 13,829,157                     | 0.29%                      |
| Operating Cash: Bank of America                           | 20,720,299                        | 1,152,995              | -                       | -                         | (217,413)          | 935,583                     | 15,304,666                    | 36,960,548                     | 0.43%                      |
| Petty Cash                                                | 6,725                             | -                      | -                       | -                         | -                  | -                           | -                             | 6,725                          | 0.00%                      |
| <b>TOTAL CITY MANAGED<br/>INVESTMENTS AND CASH</b>        | <b>250,377,802</b>                | <b>10,142,891</b>      | <b>(46,389)</b>         | <b>7,142,265</b>          | <b>(525,497)</b>   | <b>16,713,269</b>           | <b>15,304,666</b>             | <b>282,395,737</b>             | <b>6.48%</b>               |
| Pension: Salem Mutual Fund                                | 61,750,063                        | 1,984,634              | 1,540,805               | 11,802,483                | -                  | 15,327,921                  | (5,500,000)                   | 71,577,985                     | 14.57%                     |
| Pension: Sawgrass Asset Mgt                               | 23,702,642                        | 1,088,636              | (398,171)               | 2,775,697                 | (88,296)           | 3,377,865                   | 5,300,000                     | 32,380,507                     | 3.25%                      |
| Pension: Wells Capital                                    | 14,229,811                        | 67,763                 | 2,144,124               | 4,340,316                 | (78,756)           | 6,473,447                   | (2,300,000)                   | 18,403,258                     | 7.14%                      |
| Pension: JPMCB - Strategic<br>Property Fund               | 5,933,969                         | -                      | -                       | (690,976)                 | -                  | (690,976)                   | -                             | 5,242,993                      | -0.48%                     |
| <b>TOTAL PENSION INVESTMENTS</b>                          | <b>105,616,486</b>                | <b>3,141,033</b>       | <b>3,286,757</b>        | <b>18,227,520</b>         | <b>(167,052)</b>   | <b>24,488,257</b>           | <b>(2,500,000)</b>            | <b>127,604,743</b>             | <b>23.46%</b>              |
| <b>TOTAL CASH AND<br/>INVESTMENTS</b>                     | <b>\$355,994,287</b>              | <b>\$13,283,923</b>    | <b>\$3,240,368</b>      | <b>\$25,369,785</b>       | <b>(\$692,549)</b> | <b>\$41,201,526</b>         | <b>\$12,804,666</b>           | <b>\$410,000,480</b>           |                            |

| CITY COUNCIL AGENDA ITEM |                                                                                                                                           |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                                                                     |
| FROM:                    | Trevor Hughes, Chief of Parks Development and Maintenance                                                                                 |
| DATE:                    | 09/23/2024                                                                                                                                |
| SUBJECT:                 | Accept the donation of an American 250 Patriot Memorial monument from the Ponte Vedra Chapter of the Daughters of the American Revolution |

#### BACKGROUND

In October 2020, the Veterans Memorial in Jacksonville Beach was relocated from the corner of Second Street and Beach Blvd. to Oceanfront Park. The memorial features a monument wall with a mounted plaque listing the names of Jacksonville Beach residents who made the ultimate sacrifice serving in World War II. Additionally, there are seven smaller monuments, each recognizing one of the six branches of military service, including a memorial for the SS Gulf America.

The Ponte Vedra Chapter for the Daughters of the American Revolution (DAR) has approached the Parks Department requesting permission to install an additional monument. The new memorial will honor the Patriots of the Revolutionary War as part of the celebration of the United States' 250th birthday. The America 250 Monument in Jacksonville Beach will be part of the DAR National Registry of all the America 250 Patriot Monuments nationwide.

The DAR, founded in 1890 and headquartered in Washington, D.C., is a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children. DAR members volunteer millions of service hours annually in their local communities, including supporting active-duty military personnel and assisting veteran patients, awarding thousands of dollars in scholarships and financial aid each year to students, and supporting schools for underserved children with annual donations exceeding one million dollars. As one of the most inclusive genealogical societies in the country, DAR boasts 190,000 members in 3,000 chapters across the United States and internationally. Any woman 18 years old, regardless of race, religion, or ethnic background, who can prove lineal descent from a patriot of the American Revolution is eligible for membership.

If accepted, the new plaque will match the existing wedge-style monument of the SS Gulf America and be installed on the perimeter of the Veterans Memorial. The DAR Ponte Vedra Chapter desires to schedule a Dedication Ceremony in mid-April at the Veterans Memorial Park. The ceremony will have an honor guard serving birthday cake and lemonade, and some members will be dressed in "Period costumes".

#### FINANCIAL IMPACT

The Daughters of the American Revolution will provide the monument and installation of the memorial.

#### REQUESTED ACTION



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

Accept the donation of an American 250 Patriot Memorial monument from the Ponte Vedra Chapter of the Daughters of the American Revolution

ATTACHMENTS

1. DAR letter to Mayor
2. America 250
3. SS Gulf America
4. Veterans Memorial



## Ponte Vedra Chapter NSDAR

Phyllis Perigo Baehrend, Honorary Regent/America 250 Chairman  
Ponte Vedra Chapter NSDAR  
Ponte Vedra, FL 32081

October 15, 2024

Mayor Christine Hoffman  
Jacksonville Beach, Florida

Dear Madam Mayor,

The National Society of the Daughters of the American Revolution has strongly encouraged Chapters to place America 250 Markers in their area. The Ponte Vedra Chapter of the DAR would like to donate an American 250 Patriot Memorial to be installed at our expense in the Veterans Memorial Park in Jacksonville Beach. Our Chapter with Jean Ribault was instrumental in having a memorial to the Gulf America placed in Veterans Memorial Park. Our area does not have any Patriot graves, but we thought it would be nice to place an American 250 Marker in the same park.

We would like to have a Dedication Ceremony sometime in April 2025. We will work with your office to set a date and plan the Dedication. I am attaching a copy of the form we must complete and send to NSDAR. It will take several months for them to approve the request. As part of the application, listed below is what we need from the custodian of the land.

Written statement authorizing installation of the marker from the property owner/custodian of land where the marker is to be placed. The letter must be dated within the past year. The signed, dated letter should include a statement explaining by what right the writer has the authority to grant permission.

Thank you for your consideration.

Phyllis Perigo Baehrend, Honorary Regent Ponte Vedra Chapter  
America 250 Chairman  
President, NE Florida Regent Council  
Florida State Membership Vice Chairman – Area 4

CC: Jason Phitides





# Revolutionary War Patriots

This marker commemorates the  
men and women who achieved  
American independence.

These Patriots, believing in the  
noble cause of liberty, fought  
valiantly to found a new nation.

1775 - 1783

Presented by

Daughters of the American Revolution  
in honor of the 250<sup>th</sup> anniversary of the United States.





### SS GULFAMERICA

ON APRIL 16, 1942, GERMAN SUBMARINE U-123 TORPEDOED THE OIL  
TANKER SS GULFAMERICA OFF THE COAST OF JACKSONVILLE BEACH.  
THE TANKER EXPLODED AND EVENTUALLY SANK.  
NINETEEN AMERICANS LOST THEIR LIVES IN THE ATTACK.  
THIS MARKER HAS BEEN PLACED TO HONOR THESE MEN AND TO  
REMINDE US OF THEIR SACRIFICE FOR THEIR COUNTRY.

### IN MEMORIAM

#### U.S. MERCHANT MARINE

CARL WILLIAM ALBRECHT, OILER  
JOHN BARTHOLOMEW AUBERT, MESSMAN  
ROBERT JERRY BANKS, MESSMAN  
MANUEL RUFINO DE BRITO, 1ST COOK  
JESSE GERALD, JR., MESSMAN  
HORACE WEST JONES, 3RD ASST. ENGINEER  
LUCIUS JOSEPH LASTRAP, JR., MESSMAN  
MANUEL JOHNSON MEDINA, 1ST PUMPMAN  
MICHAEL JAMES MONAHAN, MACHINIST  
HOWARD BENJAMIN PITTMAN, MESSMAN  
JOSEPH EDWARD RISSO, ABLE SEAMAN  
HUGH HORACE SANDERS, 1ST ASST. ENGINEER  
ALTON UPSHAW, WIPER  
RICHARD ANDREW VAN PELT, WIPER  
AUGUSTO DOMINGO VIOTTO, FIREMAN  
JAMES KYRON WALKER, 2ND COOK  
WILLIE RODMAN WELCH, ABLE SEAMAN

#### U.S. NAVY

JAMES N. MONTGOMERY, APPRENTICE SEAMAN  
WILLIAM GLENN RHODES, APPRENTICE SEAMAN

MARKER DEDICATED BY  
PONTE VEDRA CHAPTER AND JEAN RIBAULT CHAPTER  
NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION  
APRIL 10, 2019





| CITY COUNCIL AGENDA ITEM |                                                  |
|--------------------------|--------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager            |
| FROM:                    | Duston Scott, Payroll and Benefits Administrator |
| DATE:                    | 09/24/2024                                       |
| SUBJECT:                 | Employee Insurance and Benefit Renewals          |

#### BACKGROUND

The City of Jacksonville Beach employees are covered by multiple carriers for dental, vision, life, and voluntary benefits, all of which will renew on January 1, 2025.

#### **Dental Insurance**

MetLife will continue to offer the same three dental plans: DHMO, a low PPO option, and a high PPO option, with no increase in cost.

#### **Life Insurance and AD&D**

The Standard will continue to offer Life Insurance, AD&D, and voluntary life insurance benefits with no increase in cost.

#### **Voluntary Benefits**

- Superior Vision will continue to provide voluntary vision benefits to employees with no cost increase.
- Voya will continue to provide critical illness and gap benefits to employees with no cost increase, while accident coverage saw a 15% decrease in cost for employees.
- ARAG will continue offering legal services to employees with no increase.
- Nationwide will continue providing pet benefits with no increase.
- Ulliance will continue providing the Employee Assistance Program (EAP) with no increase.

#### FINANCIAL IMPACT

The City budgets annually for these insurance coverages. Staff monitors costs and works with vendors to ensure optimal coverage for our employees.

#### REQUESTED ACTION

Approve dental, vision, life, AD&D, and other voluntary insurance/benefit renewals effective January 1, 2025

#### ATTACHMENTS

1. 2025 Insurance Review

# 2025 Group Dental Insurance Review

PAY PERIODS:

26

## Current

|                                | DHMO       |                | Low Option       |                | High Option      |                |
|--------------------------------|------------|----------------|------------------|----------------|------------------|----------------|
|                                | In-Network | Out of Network | In-Network       | Out of Network | In-Network       | Out of Network |
|                                |            |                | \$50 / \$150     | \$50 / \$150   | \$50 / \$150     | \$50 / \$150   |
| Calendar Year Deductible       |            |                |                  |                |                  |                |
| Type I Services - Preventive   |            |                |                  |                |                  |                |
| Deductible Applies?            |            |                | No               | No             | No               | No             |
| Cleaning/Exams                 |            |                | 100%             | 100%           | 100%             | 100%           |
| Type II Services - Basic       |            |                | 100%             | 100%           | 100%             | 100%           |
| Deductible Applies?            |            |                |                  |                |                  |                |
| Fillings                       |            |                | Yes              | Yes            | Yes              | Yes            |
| Full Mouth X-Rays              |            |                | 80%              | 80%            | 80%              | 80%            |
| Extractions                    |            |                | 80%              | 80%            | 80%              | 80%            |
| Endodontic/ Periodontic        |            |                | 80%              | 80%            | 80%              | 80%            |
| Type III Services - Major      |            |                |                  |                |                  |                |
| Deductible Applies?            |            |                |                  |                | Yes              | Yes            |
| Crowns                         |            |                | Not Covered      | Not Covered    | 50%              | 50%            |
| Dentures                       |            |                |                  |                | 50%              | 50%            |
| Implants                       |            |                |                  |                | 50%              | 50%            |
| Annual Plan Maximum            |            |                | \$1,000          | \$1,000        | \$5,000          | \$5,000        |
| Type IV Services - Orthodontia |            |                |                  |                | 50%              | 50%            |
| Deductible Applies?            |            |                |                  |                | No               | No             |
| Orthodontia Dep Age Limit      |            |                | Not Covered      | Not Covered    | Up to Age 19     | Up to Age 19   |
| Lifetime Orthodontia Max       |            |                |                  |                | \$1,000          | \$1,000        |
| Child / Student age limit      |            |                | 26th Birthday    |                | 26th Birthday    |                |
| Annual Open Enrollment         |            |                | Yes              | Yes            | Yes              | Yes            |
| Missing Tooth Exclusion Waived |            |                | No               | No             | Yes              | Yes            |
| R & C Out of Network           |            |                | N / A            | 90th           | N / A            | 90th           |
| Termination Rule               |            |                | End of the Month |                | End of the Month |                |
| Rate Guarantee                 |            |                | 1/1/2025         |                | 1/1/2025         |                |

|                              |           |            |            |                 |                   |                    |
|------------------------------|-----------|------------|------------|-----------------|-------------------|--------------------|
| Monthly Premiums             |           |            |            |                 |                   |                    |
| Employee Only                | 27        | 61         | 112        | \$13.13         | \$19.35           | \$44.17            |
| Employee + Spouse            | 7         | 31         | 42         | \$22.99         | \$27.93           | \$95.24            |
| Employee + Child(ren)        | 7         | 14         | 15         | \$27.57         | \$36.36           | \$100.07           |
| Family                       | 4         | 29         | 19         | \$38.75         | \$55.23           | \$160.28           |
| <b>Total Monthly Premium</b> | <b>45</b> | <b>135</b> | <b>188</b> | <b>\$863.43</b> | <b>\$4,156.89</b> | <b>\$13,493.49</b> |
|                              |           |            |            |                 | \$18,513.81       |                    |

## Employer Monthly Contributions

|                       |                 |                   |                   |
|-----------------------|-----------------|-------------------|-------------------|
| Employee Only         | \$13.13         | \$19.35           | \$20.85           |
| Employee + Spouse     | \$17.21         | \$20.82           | \$18.28           |
| Employee + Child(ren) | \$17.21         | \$21.59           | \$18.28           |
| Family                | \$23.40         | \$29.92           | \$24.90           |
|                       | <b>\$689.05</b> | <b>\$2,995.71</b> | <b>\$3,850.26</b> |
|                       |                 | \$7,535.02        |                   |

## Employee Monthly Contributions

|                       |         |         |          |
|-----------------------|---------|---------|----------|
| Employee Only         | \$0.00  | \$0.00  | \$23.32  |
| Employee + Spouse     | \$5.78  | \$7.11  | \$76.96  |
| Employee + Child(ren) | \$10.36 | \$14.77 | \$81.79  |
| Family                | \$15.35 | \$25.31 | \$135.38 |

## Employee Payroll Deductions

|                       |        |         |         |
|-----------------------|--------|---------|---------|
| Employee Only         | \$0.00 | \$0.00  | \$10.76 |
| Employee + Spouse     | \$2.67 | \$3.28  | \$35.52 |
| Employee + Child(ren) | \$4.78 | \$6.82  | \$37.75 |
| Family                | \$7.08 | \$11.68 | \$62.48 |

## RETIREE Monthly Premiums

|                       |          |           |           |                 |                 |                   |
|-----------------------|----------|-----------|-----------|-----------------|-----------------|-------------------|
| Employee Only         | 3        | 9         | 24        | \$13.13         | \$19.35         | \$44.17           |
| Employee + Spouse     | 3        | 7         | 17        | \$22.99         | \$27.93         | \$95.24           |
| Employee + Child(ren) | 0        | 0         | 0         | \$27.57         | \$36.36         | \$100.07          |
| Family                | 1        | 2         | 0         | \$38.75         | \$55.23         | \$160.28          |
|                       | <b>7</b> | <b>18</b> | <b>41</b> | <b>\$147.11</b> | <b>\$480.12</b> | <b>\$2,679.16</b> |
|                       |          |           |           |                 | \$3,306.39      |                   |

## RETIREE ENROLLMENT / NO EMPLOYER CONTRIBUTION

## Renewal

|                                | DHMO       |                | Low Option       |                | High Option      |                |
|--------------------------------|------------|----------------|------------------|----------------|------------------|----------------|
|                                | In-Network | Out of Network | In-Network       | Out of Network | In-Network       | Out of Network |
|                                |            |                | \$50 / \$150     | \$50 / \$150   | \$50 / \$150     | \$50 / \$150   |
| Calendar Year Deductible       |            |                |                  |                |                  |                |
| Type I Services - Preventive   |            |                |                  |                |                  |                |
| Deductible Applies?            |            |                | No               | No             | No               | No             |
| Cleaning/Exams                 |            |                | 100%             | 100%           | 100%             | 100%           |
| Type II Services - Basic       |            |                | 100%             | 100%           | 100%             | 100%           |
| Deductible Applies?            |            |                |                  |                |                  |                |
| Fillings                       |            |                | Yes              | Yes            | Yes              | Yes            |
| Full Mouth X-Rays              |            |                | 80%              | 80%            | 80%              | 80%            |
| Extractions                    |            |                | 80%              | 80%            | 80%              | 80%            |
| Endodontic/ Periodontic        |            |                | 80%              | 80%            | 80%              | 80%            |
| Type III Services - Major      |            |                |                  |                | Yes              | Yes            |
| Deductible Applies?            |            |                |                  |                | 50%              | 50%            |
| Crowns                         |            |                | Not Covered      | Not Covered    | 50%              | 50%            |
| Dentures                       |            |                |                  |                | 50%              | 50%            |
| Implants                       |            |                |                  |                | 50%              | 50%            |
| Annual Plan Maximum            |            |                | \$1,000          | \$1,000        | \$5,000          | \$5,000        |
| Type IV Services - Orthodontia |            |                |                  |                | 50%              | 50%            |
| Deductible Applies?            |            |                |                  |                | No               | No             |
| Orthodontia Dep Age Limit      |            |                | Not Covered      | Not Covered    | Up to Age 19     | Up to Age 19   |
| Lifetime Orthodontia Max       |            |                |                  |                | \$1,000          | \$1,000        |
| Child / Student age limit      |            |                | 26th Birthday    |                | 26th Birthday    |                |
| Annual Open Enrollment         |            |                | Yes              | Yes            | Yes              | Yes            |
| Missing Tooth Exclusion Waived |            |                | No               | No             | Yes              | Yes            |
| R & C Out of Network           |            |                | N / A            | 90th           | N / A            | 90th           |
| Termination Rule               |            |                | End of the Month |                | End of the Month |                |
| Rate Guarantee                 |            |                | 1/1/2026         |                | 1/1/2026         |                |

|  |          |             |             |
|--|----------|-------------|-------------|
|  | \$13.13  | \$19.35     | \$44.17     |
|  | \$22.99  | \$27.93     | \$95.24     |
|  | \$27.57  | \$36.36     | \$100.07    |
|  | \$38.75  | \$55.23     | \$160.28    |
|  | \$863.43 | \$4,156.89  | \$13,493.49 |
|  |          | \$18,513.81 |             |
|  |          | 0%          |             |

|  |          |            |            |
|--|----------|------------|------------|
|  | \$13.13  | \$19.35    | \$20.85    |
|  | \$17.21  | \$20.82    | \$18.28    |
|  | \$17.21  | \$21.59    | \$18.28    |
|  | \$23.40  | \$29.92    | \$24.90    |
|  | \$689.05 | \$2,995.71 | \$3,850.26 |
|  |          | \$7,535.02 |            |

|                       |         |         |          |
|-----------------------|---------|---------|----------|
| Employee Only         | \$0.00  | \$0.00  | \$23.32  |
| Employee + Spouse     | \$5.78  | \$7.11  | \$76.96  |
| Employee + Child(ren) | \$10.36 | \$14.77 | \$81.79  |
| Family                | \$15.35 | \$25.31 | \$135.38 |

|                       |        |         |         |
|-----------------------|--------|---------|---------|
| Employee Only         | \$0.00 | \$0.00  | \$10.76 |
| Employee + Spouse     | \$2.67 | \$3.28  | \$35.52 |
| Employee + Child(ren) | \$4.78 | \$6.82  | \$37.75 |
| Family                | \$7.08 | \$11.68 | \$62.48 |

## RETIREE ENROLLMENT / NO EMPLOYER CONTRIBUTION

|          |            |            |
|----------|------------|------------|
| \$13.13  | \$19.35    | \$44.17    |
| \$22.99  | \$27.93    | \$95.24    |
| \$27.57  | \$36.36    | \$100.07   |
| \$38.75  | \$55.23    | \$160.28   |
| \$147.11 | \$480.12   | \$2,679.16 |
|          | \$3,306.39 |            |

## 2025 Group Vision Insurance Review

PAY PERIODS:

26

Current (in Rate Guarantee)

Superior (MetLife)

|                           | In-Network                                | Out of Network            |
|---------------------------|-------------------------------------------|---------------------------|
| Eye Exams                 | \$10 Copay                                | Up to \$33 Reimbursement  |
| Contact Lens Exam         | \$30 Allowance                            | No Reimbursement          |
| Materials                 | \$10 Copay                                | N / A                     |
| Frames                    | \$125 Allowance                           | Up to \$58 Reimbursement  |
| Lenses                    |                                           |                           |
| Single                    | 100% After Copay                          | Up to \$28 Reimbursement  |
| Bifocal                   | 100% After Copay                          | Up to \$40 Reimbursement  |
| Trifocal                  | 100% After Copay                          | Up to \$53 Reimbursement  |
| Lenticular                | 100% After Copay                          | Up to \$84 Reimbursement  |
| Photochromic              | \$60 Copay                                |                           |
| Anti-Reflective           | 100% After Copay                          |                           |
| UV Coating                | \$40 Copay                                | No Reimbursement          |
| Scratch Resistance        | \$13 Copay                                |                           |
| Laser Vision              | Discounted Pricing                        |                           |
| Contact Lens              |                                           |                           |
| Medically Necessary       | Up to \$250 Allowance<br>after \$10 Copay | Up to \$210 Reimbursement |
| Elective                  | Up to \$120 Allowance<br>after \$10 Copay | Up to \$100 Reimbursement |
| Benefit Frequency         |                                           |                           |
| Vision Exams              | Once every 12 Months                      | Once every 12 Months      |
| Spectacle Lenses          | Once every 12 Months                      | Once every 12 Months      |
| Frames                    | Once every 12 Months                      | Once every 12 Months      |
| Contact Lens Allowance    | Once every 12 Months                      | Once every 12 Months      |
| Child / Student Age limit | End of the year child attains age 26      |                           |
| Annual Open Enrollment    | Yes                                       | Yes                       |
| Network Used:             | Superior National                         | N / A                     |
| Termination Rule          | End of the month                          |                           |
| Rate Guarantee            | 1/1/2028                                  |                           |

### Monthly Premiums:

|                           |            |                   |
|---------------------------|------------|-------------------|
| Employee Only             | 157        | \$5.40            |
| Employee + Spouse         | 64         | \$10.79           |
| Employee + Children       | 25         | \$10.90           |
| Family                    | 38         | \$17.17           |
| <b>Total Monthly Cost</b> | <b>284</b> | <b>\$2,463.32</b> |

### Employer Monthly Contributions

|                     |               |
|---------------------|---------------|
| Employee Only       | \$0.00        |
| Employee + Spouse   | \$0.00        |
| Employee + Children | \$0.00        |
| Family              | \$0.00        |
|                     | <b>\$0.00</b> |

### Employee Monthly Contributions

|                     |         |
|---------------------|---------|
| Employee Only       | \$5.40  |
| Employee + Spouse   | \$10.79 |
| Employee + Children | \$10.90 |
| Family              | \$17.17 |

### Employee Payroll Deductions

|                     |        |
|---------------------|--------|
| Employee Only       | \$2.49 |
| Employee + Spouse   | \$4.98 |
| Employee + Children | \$5.03 |
| Family              | \$7.92 |

### RETIREE Monthly Premiums

### RETIREE ENROLLMENT / NO EMPLOYER CONTRIBUTION

|                           |           |                 |
|---------------------------|-----------|-----------------|
| Employee Only             | 19        | \$5.40          |
| Employee + Spouse         | 17        | \$10.79         |
| Employee + Children       | 1         | \$10.90         |
| Family                    | 2         | \$17.17         |
| <b>Total Monthly Cost</b> | <b>39</b> | <b>\$331.27</b> |

## Group Ancillary Snapshot

|                       | Current         | Renewal  |
|-----------------------|-----------------|----------|
| Dental                | # Enrolled: 368 |          |
| Carrier               | MetLife         |          |
| Premium               | \$18,514        | \$18,514 |
| Employer Contribution | \$7,535         | \$7,535  |
| Change                | 0%              |          |
| Next Renewal          | 1/1/2026        |          |

|                       | Current        | Renewal |
|-----------------------|----------------|---------|
| Voluntary LTD         | # Enrolled: 94 |         |
| Carrier               | Standard       |         |
| Premium               | \$4,135        | \$4,135 |
| Employer Contribution | \$0            | \$0     |
| Change                | 0%             |         |
| Next Renewal          | 1/1/2026       |         |

|                       | Current         | Renewal |
|-----------------------|-----------------|---------|
| Employee Assistance   | # Enrolled: 335 |         |
| Carrier               | Ulliance        |         |
| Quarterly Premium     | \$2,328         | Pending |
| Employer Contribution | \$2,328         |         |
| Change                |                 |         |
| Next Renewal          | 1/1/2026        |         |

|                       |                    |         |
|-----------------------|--------------------|---------|
| Vision                | # Enrolled: 284    |         |
| Carrier               | Superior (MetLife) |         |
| Premium               | \$2,463            | \$2,463 |
| Employer Contribution | \$0                | \$0     |
| Change                | 0%                 |         |
| Next Renewal          | 1/1/2028           |         |

|                       |                |         |
|-----------------------|----------------|---------|
| Accident Protection   | # Enrolled: 78 |         |
| Carrier               | Voya           |         |
| Premium               | \$1,691        | \$1,438 |
| Employer Contribution | \$0            | \$0     |
| Change                | -15%           |         |
| Next Renewal          | 1/1/2027       |         |

|                       |                |       |
|-----------------------|----------------|-------|
| Legal Services        | # Enrolled: 42 |       |
| Carrier               | ARAG           |       |
| Premium               | \$868          | \$868 |
| Employer Contribution | \$0            | \$0   |
| Change                | 0%             |       |
| Next Renewal          | 1/1/2027       |       |

|                       |                 |         |
|-----------------------|-----------------|---------|
| Basic Life            | # Enrolled: 424 |         |
| Carrier               | Standard        |         |
| Premium               | \$5,813         | \$5,813 |
| Employer Contribution | \$3,967         | \$3,967 |
| Change                | 0%              |         |
| Next Renewal          | 11/1/2026       |         |

|                       |                     |         |
|-----------------------|---------------------|---------|
| Critical Illness      | # Enrolled: 56 / 22 |         |
| Carrier               | Voya                |         |
| Premium               | \$1,746             | \$1,746 |
| Employer Contribution | \$0                 | \$0     |
| Change                | 0%                  |         |
| Next Renewal          | 1/1/2027            |         |

|                       |                |       |
|-----------------------|----------------|-------|
| Pet Coverage          | # Enrolled: 11 |       |
| Carrier               | Nationwide     |       |
| Premium               | \$509          | \$509 |
| Employer Contribution | \$0            | \$0   |
| Change                | 0%             |       |
| Next Renewal          | 1/1/2026       |       |

|                       |                           |         |
|-----------------------|---------------------------|---------|
| Voluntary Life        | # Enrolled: 161 / 53 / 37 |         |
| Carrier               | Standard                  |         |
| Premium               | \$5,373                   | \$5,373 |
| Employer Contribution | \$0                       | \$0     |
| Change                | 0%                        |         |
| Next Renewal          | 1/1/2026                  |         |

|                       |                |         |
|-----------------------|----------------|---------|
| Hospital Indemnity    | # Enrolled: 37 |         |
| Carrier               | Voya           |         |
| Premium               | \$2,897        | \$2,897 |
| Employer Contribution | \$0            | \$0     |
| Change                | 0%             |         |
| Next Renewal          | 1/1/2027       |         |



| CITY COUNCIL AGENDA ITEM |                                                                                               |
|--------------------------|-----------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                         |
| FROM:                    | GenePaul Smith, Chief of Police                                                               |
| DATE:                    | 10/01/2024                                                                                    |
| SUBJECT:                 | Department of Justice Award for the Community Oriented Policing Services Hiring Program Grant |

#### BACKGROUND

The Jacksonville Beach Police Department is responsible for the safety of all citizens and visitors of Jacksonville Beach. With the increase in tourism to the beaches area, the police department has identified the need to hire additional sworn personnel in order to continue their efforts of community policing.

The U.S. Department of Justice offers a grant opportunity through their Community Oriented Policing Services (COPS) Hiring Program. This grant program is designed to provide funding directly to law enforcement agencies in an effort to hire additional career law enforcement officers to increase the agency's community policing capacity and crime prevention efforts.

City staff applied for the grant and have been notified of the award for the full amount of \$500,000. The monies will be awarded over a three-year period and assist in offsetting the cost for salary and benefits of four officers.

Staff is requesting that the City Council approve the acceptance of this grant award.

#### FINANCIAL IMPACT

The FY2025 budget added four sworn positions to the Police Department. This grant will offset the cost of those positions over the next three years.

#### REQUESTED ACTION

Accept/Reject the Department of Justice Award for the Community Oriented Policing Services Hiring Program Grant for \$500,000 for additional funding for four new positions in the Police Department

#### ATTACHMENTS

1. COPS Hiring Program Award Letter

✓ **Award Letter**

September 30, 2024

Dear GenePaul Smith,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF JACKSONVILLE BEACH for an award under the funding opportunity entitled 2024 FY24 COPS Hiring Program. The approved award amount is \$500,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements  
COPS Director

| CITY COUNCIL AGENDA ITEM |                                                 |
|--------------------------|-------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager           |
| FROM:                    | Dennis W. Barron, Jr., Director of Public Works |
| DATE:                    | 08/28/2024                                      |
| SUBJECT:                 | America Drive Drainage Improvements Project     |

#### BACKGROUND

The Public Works Department is facilitating construction of a Community Redevelopment Agency project in the Southend Redevelopment District as part of Phase 2 of Phase 4 (Jacksonville Drive) project. This project is a sidewalk, roadway, drainage, and sewer relocation project as a follow-up to the work completed on Jacksonville Drive. This project will collect additional ancillary stormwater runoff in the area and funnel it into the drainage created as part of the Jacksonville Drive improvements.

This project was bid using the traditional procurement bid process, which included publication of the bid to 22 construction companies. The City received responses from seven bidders, with the highest being \$2,447,628.13 and the lowest being \$1,453,547.11. This includes a bid alternate A for the award. Public Works is also requesting a 10% contingency on this project.

Construction Administration and Construction Engineering Inspection will be completed by the original design firm of Hanson Engineering for an amount of \$43,976. We are requesting a 10% contingency on this amount as well.

|                       | Base Bid       | Alternate A  | Subtotal       | 10% Contingency | Total                 |
|-----------------------|----------------|--------------|----------------|-----------------|-----------------------|
| Petticoat-Schmitt     | \$1,134,079.83 | \$319,467.28 | \$1,453,547.11 | \$145,354.71    | <b>\$1,598,901.82</b> |
| Hanson Engineering    | \$43,976.00    |              | \$43,976.00    | \$4,397.60      | <b>\$48,373.60</b>    |
| <b>Project Total:</b> |                |              |                |                 | <b>\$1,647,275.42</b> |

The CRA appropriated the additional funding at their October 16, 2024 meeting.

The original bid package can be viewed [HERE](#).

The Petticoat-Schmidt submittal package can be viewed [HERE](#).

#### FINANCIAL IMPACT

The original budget roll-forward for this project is from the FY2023 CRA year-end appropriation of \$1,433,000. Additional funding was appropriated by the CRA at their October 16, 2024 meeting (CRA Resolution No. 2025-02). The Citywide budget will be amended at mid-year.

#### REQUESTED ACTION



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

1. Award/Reject Bid No. 2324-14 to Petticoat-Schmitt Civil Contractor's Inc. for construction of the America Avenue Drainage Project for an amount not to exceed \$1,598,902;
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award;
3. Award/Reject an agreement for Construction Administration and Construction Inspection Services to Hanson Engineering for an amount not to exceed \$48,374; and
4. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this award

#### ATTACHMENTS

1. ITB 2324-14 Recommendation Letter
2. Bid #2324-14 Response Summary
3. Bid #2324-14 Bid Tabulation
4. 2024.09.18\_Scope-Ocean Terr America Ave PSDC

September 17, 2024

David Suarez, PE  
Project Engineer  
City of Jacksonville Beach  
Department of Public Works  
1460-A Shetter Avenue  
Jacksonville Beach, Florida 32250

RE: Ocean Terrace America Avenue Drainage Improvements  
City of Jacksonville Beach Bid No. 2324-14

Subject: Recommendation for Contract Award

Dear Mr. Suarez:

Hanson Professional Services Inc. has reviewed the bids for the referenced project. There was a total of seven (7) responsive bidders for this project. The bids were evaluated for conformance with the criteria set forth in the bidding documents.

Petticoat-Schmitt Civil Contractors, Inc. submitted the lowest bid. As part of our review process, we have reviewed the provided bid tabulation, reviewed all the bids to ensure they were submitted in accordance with the bid documents, and checked references for the lowest responsive bidder. All required items were acknowledged on the Bid Form and included in the bid package. A Bid Bond was provided in the bid package for a total of 5% of the bid amount. Qualifications and reference projects as well as appropriate licensing were also provided in the bid package.

Based on our review Hanson finds the contractor (Petticoat-Schmitt Civil Contractors, Inc.) capable of performing the work for this project based on the information received from reference contacts. We recommend award of this contract to Petticoat-Schmitt Civil Contractors, Inc. for the Base Bid (\$1,134,079.83) and the 20" PVC Stormwater Forcemain Alternate (\$319,467.28) for the total amount of \$1,453,547.11.

Please feel free to contact me should you have any questions regarding the review of the bids.

Sincerely,

Hanson Professional Services, Inc.



Brian McKee, PE  
Project Manager

|                        |                 |                 |                 |                 |                 |                 |         |                 |
|------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------|-----------------|
| * Corrected bid amount | \$ 1,568,281.11 | \$ 2,231,501.55 | \$ 1,542,674.09 | \$ 2,447,628.13 | \$ 1,851,840.00 | \$ 1,453,547.11 | Low Bid | \$ 1,913,244.75 |
|------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------|-----------------|

Ben McLean

A circular professional engineer seal for the State of Florida. The outer ring contains the text "BRIAN SCOTT MCKEE" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. Inside this ring, the word "LICENSE" is at the top, "No 59206" is in the center, and "STATE OF FLORIDA" is at the bottom, also separated by two stars. The entire seal is enclosed in a double-lined circular border.

**Public Works**  
**Response Summary**  
**Bid No. 2324-14 Ocean Terrace America Avenue Drainage Improvements**

| Section 00301                             |                    |   |   |   |   |   |   |   | Addendum       |                               |   |                      |     |                |       |
|-------------------------------------------|--------------------|---|---|---|---|---|---|---|----------------|-------------------------------|---|----------------------|-----|----------------|-------|
|                                           | 00300 Bid Proposal |   |   |   |   |   |   |   | 00410 Bid Bond | 00480 Non-collusion Affidavit | 1 | Occupational License | W-9 | Qualifications | Notes |
| Vendor                                    | Form               | A | B | C | D | E | F | G |                |                               |   |                      |     |                |       |
| Callaway Contracting, Inc.                | x                  | x | x | x | x | x | x | x | x              | x                             | x | x                    | x   | x              |       |
| Florida Roads Contracting, LLC            | x                  | x | x | x | x | x | x | x | x              | x                             | x | x                    | x   | x              |       |
| Jax Utilities Management, Inc.            | x                  | x | x | x | x | x | x | x | x              | x                             | x | x                    | x   | x              |       |
| JD Hinson Company                         | x                  | x | x | x | x | x | x | x | x              | x                             | x | a                    | x   | x              |       |
| MAER Homes LLC, dba MAER Construction     | x                  | x | x | x | x | x | x | x | x              | x                             | x | x                    | x   | x              |       |
| Petticoat-Schmitt Civil Contractors, Inc. | x                  | x | x | x | x | x | x | x | x              | x                             | x | a                    | x   | x              |       |
| United Brothers Development Corporation   | x                  | x | x | x | x | x | x | x | x              | x                             | x | x                    | x   | x              |       |

**Legend:**  
**a** - Not provided

Public Works  
Bid Tabuation Sheet  
Bid No. 2324-14 Ocean Terrace America Avenue Drainage Improvements

|                                  |                                                                |          |      | Callaway Contracting, Inc. |              | Florida Roads Contracting, LLC |              | Jax Utilities Management, Inc. |              | JD Hinson Company |              | MAER Homes LLC, dba MAER Construction |              | Petticoat-Schmitt Civil Contractors, Inc. |              | United Brothers Development Corporation |              |            |  |
|----------------------------------|----------------------------------------------------------------|----------|------|----------------------------|--------------|--------------------------------|--------------|--------------------------------|--------------|-------------------|--------------|---------------------------------------|--------------|-------------------------------------------|--------------|-----------------------------------------|--------------|------------|--|
| Item No.                         | Description                                                    | Quantity | Unit | Unit Cost                  | Total Cost   | Unit Cost                      | Total Cost   | Unit Cost                      | Total Cost   | Unit Cost         | Total Cost   | Unit Cost                             | Total Cost   | Unit Cost                                 | Total Cost   | Unit Cost                               | Total Cost   |            |  |
| 1                                | Mobilization                                                   | 1        | LS   | 153,997.83                 | 153,997.83   | 170,640.21                     | 170,640.21   | 44,329.00                      | 44,329.00    | 312,500.00        | 312,500.00   | 140,160.00                            | 140,160.00   | 138,068.70                                | 138,068.70   | 145,000.00                              | 145,000.00   |            |  |
| 2                                | Maintenance of Traffic                                         | 1        | LS   | 41,074.12                  | 41,074.12    | 53,175.19                      | 53,175.19    | 107,557.00                     | 107,557.00   | 125,000.00        | 125,000.00   | 81,000.00                             | 81,000.00    | 30,325.90                                 | 30,325.90    | 31,500.00                               | 31,500.00    |            |  |
| 3                                | Erosion Control & Pollution Abatement                          | 1        | LS   | 33,472.76                  | 33,472.76    | 58,985.12                      | 58,985.12    | 11,290.00                      | 11,290.00    | 54,687.50         | 54,687.50    | 52,500.00                             | 52,500.00    | 22,136.87                                 | 22,136.87    | 38,750.00                               | 38,750.00    |            |  |
| 4                                | Clearing and Grubbing                                          | 1.050    | AC   | 193,074.74                 | 202,728.48   | 334,806.84                     | 351,547.18   | 18,900.00                      | 19,845.00    | 148,809.52        | 156,250.00   | 42,500.00                             | 44,625.00    | 133,541.78                                | 140,218.87   | 31,260.00                               | 32,823.00    | *          |  |
| 5                                | Connection to Existing Drainage Structure                      | 1        | EA   | 4,794.89                   | 4,794.89     | 1,431.75                       | 1,431.75     | 3,452.00                       | 3,452.00     | 8,057.81          | 8,057.81     | 2,500.00                              | 2,500.00     | 3,368.89                                  | 3,368.89     | 12,398.00                               | 12,398.00    |            |  |
| 6                                | COJ Standard Curb Inlet (<10')                                 | 9        | EA   | 7,994.93                   | 71,954.37    | 10,883.86                      | 97,954.74    | 5,020.00                       | 45,180.00    | 12,640.42         | 113,763.78   | 14,800.00                             | 133,200.00   | 10,061.71                                 | 90,555.39    | 19,400.00                               | 174,600.00   |            |  |
| 7                                | Manhole, FDOT P-7 w/Type III Frame and Cover (<10')            | 1        | EA   | 11,157.64                  | 11,157.64    | 9,476.50                       | 9,476.50     | 8,700.00                       | 8,700.00     | 12,314.41         | 12,314.41    | 16,250.00                             | 16,250.00    | 10,809.81                                 | 10,809.81    | 19,500.00                               | 19,500.00    |            |  |
| 8                                | Manhole, City Plate D-102, (<10')                              | 2        | EA   | 11,248.65                  | 22,497.30    | 9,698.73                       | 19,397.46    | 10,900.00                      | 21,800.00    | 11,289.75         | 22,579.50    | 19,275.00                             | 38,550.00    | 6,958.65                                  | 13,917.30    | 20,000.00                               | 40,000.00    |            |  |
| 9                                | Mitered End Section, 15"                                       | 1        | EA   | 1,891.54                   | 1,891.54     | 4,078.65                       | 4,078.65     | 3,324.00                       | 3,324.00     | 5,583.78          | 5,583.78     | 2,500.00                              | 2,500.00     | 2,609.55                                  | 2,609.55     | 5,500.00                                | 5,500.00     |            |  |
| 10                               | Drainage Pipe, 15" SDR-26 PVC Pipe                             | 36       | LF   | 139.33                     | 5,015.88     | 229.60                         | 8,265.60     | 113.51                         | 4,086.36     | 248.16            | 8,933.76     | 300.00                                | 10,800.00    | 186.96                                    | 6,730.56     | 210.00                                  | 7,560.00     |            |  |
| 11                               | Drainage Pipe, 18" SDR-26 PVC Pipe                             | 20       | LF   | 153.04                     | 3,060.80     | 244.28                         | 4,885.60     | 123.09                         | 2,461.80     | 375.39            | 7,507.80     | 350.00                                | 7,000.00     | 211.48                                    | 4,229.60     | 304.00                                  | 6,080.00     |            |  |
| 12                               | Drainage Pipe, 24" SDR-26 PVC Pipe                             | 697      | LF   | 187.89                     | 130,959.33   | 298.94                         | 208,361.18   | 165.40                         | 115,283.80   | 399.42            | 278,395.74   | 335.00                                | 233,495.00   | 243.42                                    | 169,663.74   | 366.00                                  | 255,102.00   |            |  |
| 13                               | Drainage Pipe, 30" SDR-26 PVC Pipe                             | 233      | LF   | 283.35                     | 66,020.55    | 397.36                         | 92,584.88    | 237.00                         | 55,221.00    | 619.24            | 144,282.92   | 425.00                                | 99,025.00    | 320.68                                    | 74,718.44    | 497.00                                  | 115,801.00   |            |  |
| 14                               | City Standard Curb and Gutter                                  | 733      | LF   | 52.70                      | 38,629.10    | 87.12                          | 63,858.96    | 45.00                          | 32,985.00    | 70.31             | 51,537.23    | 33.00                                 | 24,189.00    | 34.85                                     | 25,545.05    | 47.75                                   | 35,000.75    |            |  |
| 15                               | Miami Curb and Gutter                                          | 927      | LF   | 34.00                      | 31,518.00    | 63.29                          | 58,669.83    | 37.00                          | 34,299.00    | 70.31             | 65,177.37    | 35.00                                 | 32,445.00    | 27.04                                     | 25,066.08    | 50.00                                   | 46,350.00    |            |  |
| 16                               | Type B Stabilization                                           | 2000     | SY   | 20.67                      | 41,340.00    | 45.48                          | 90,960.00    | 23.00                          | 46,000.00    | 46.88             | 93,760.00    | 22.00                                 | 44,000.00    | 8.12                                      | 16,240.00    | 13.00                                   | 26,000.00    |            |  |
| 17                               | Crushcrete Base, 6"                                            | 1600     | SY   | 37.49                      | 59,984.00    | 58.42                          | 93,472.00    | 27.00                          | 43,200.00    | 59.28             | 94,848.00    | 32.00                                 | 51,200.00    | 30.17                                     | 48,272.00    | 39.00                                   | 62,400.00    |            |  |
| 18                               | Milling Asphalt Pavement, 1" Avg Depth                         | 894      | SY   | 15.61                      | 13,955.34    | 14.72                          | 13,159.68    | 19.00                          | 16,986.00    | 15.63             | 13,973.22    | 22.00                                 | 19,668.00    | 6.09                                      | 5,444.46     | 17.00                                   | 15,198.00    |            |  |
| 19                               | Asphalt, Structural Course, Sp-9.5, TL C, 1" Thick             | 4094     | SY   | 26.02                      | 106,525.88   | 23.06                          | 94,407.64    | 25.00                          | 102,350.00   | 28.89             | 118,275.66   | 27.00                                 | 110,538.00   | 15.23                                     | 62,351.62    | 20.50                                   | 83,927.00    |            |  |
| 20                               | Concrete Sidewalk/Driveway (6" Thick)                          | 1453     | SY   | 108.50                     | 157,650.50   | 145.63                         | 211,600.39   | 89.00                          | 129,317.00   | 148.44            | 215,683.32   | 75.00                                 | 108,975.00   | 100.14                                    | 145,503.42   | 133.00                                  | 193,249.00   |            |  |
| 21                               | Sodding                                                        | 1495     | SY   | 9.01                       | 13,469.95    | 9.89                           | 14,785.55    | 11.29                          | 16,878.55    | 18.75             | 28,031.25    | 12.00                                 | 17,940.00    | 7.68                                      | 11,481.60    | 15.00                                   | 22,425.00    |            |  |
| 22                               | 12" White Crosswalk Pavement Marking                           | 60       | LF   | 7.67                       | 460.20       | 19.96                          | 1,197.60     | 41.00                          | 2,460.00     | 18.75             | 1,125.00     | 25.00                                 | 1,500.00     | 23.46                                     | 1,407.60     | 20.00                                   | 1,200.00     |            |  |
| 23                               | 24" White Stop Line and Crosswalks Pavement Marking            | 144      | LF   | 14.34                      | 2,064.96     | 19.96                          | 2,874.24     | 49.00                          | 7,056.00     | 31.25             | 4,500.00     | 20.00                                 | 2,880.00     | 9.77                                      | 1,406.88     | 28.00                                   | 4,032.00     |            |  |
| 24                               | Single Post Sign, F&I, Ground Mount                            | 2        | EA   | 653.32                     | 1,306.64     | 623.53                         | 1,247.06     | 1,870.00                       | 3,740.00     | 1,562.50          | 3,125.00     | 350.00                                | 700.00       | 632.09                                    | 1,264.18     | 850.00                                  | 1,700.00     |            |  |
| 25                               | Single Post Sign, Relocate                                     | 3        | EA   | 392.16                     | 1,176.48     | 374.12                         | 1,122.36     | 870.00                         | 2,610.00     | 781.25            | 2,343.75     | 800.00                                | 2,400.00     | 127.97                                    | 383.91       | 300.00                                  | 900.00       |            |  |
| 26                               | Sanitary Sewer Service Lateral Adjustment                      | 3        | EA   | 1,764.10                   | 5,292.30     | 4,628.96                       | 13,886.88    | 920.00                         | 2,760.00     | 835.94            | 2,507.82     | 6,500.00                              | 19,500.00    | 1,986.70                                  | 5,960.10     | 6,889.00                                | 20,667.00    |            |  |
| 27                               | 8" PVC (SDR-26) Sanitary Sewer, F&I                            | 145      | LF   | 199.73                     | 28,960.85    | 361.48                         | 52,414.60    | 690.00                         | 100,050.00   | 23.41             | 3,394.45     | 215.00                                | 31,175.00    | 117.24                                    | 16,999.80    | 250.00                                  | 36,250.00    |            |  |
| 28                               | Sanitary Sewer Manhole, Type C                                 | 2        | EA   | 8,504.29                   | 17,008.58    | 11,047.97                      | 22,095.94    | 17,689.00                      | 35,378.00    | 10,437.09         | 20,874.18    | 25,550.00                             | 51,100.00    | 7,452.94                                  | 14,905.88    | 21,609.00                               | 43,218.00    |            |  |
| 29                               | Adjust Existing Sanitary Sewer Manhole                         | 2        | EA   | 374.37                     | 748.74       | 1,499.21                       | 2,998.42     | 994.00                         | 1,988.00     | 2,675.78          | 5,351.56     | 4,500.00                              | 9,000.00     | 513.43                                    | 1,026.86     | 3,480.00                                | 6,960.00     |            |  |
| 30                               | Remove Exist. Pavers, Regrade and Reinstall (Driveways)        | 46       | SY   | 337.39                     | 15,519.94    | 314.69                         | 14,475.74    | 145.00                         | 6,670.00     | 546.88            | 25,156.48    | 325.00                                | 14,950.00    | 238.84                                    | 10,986.64    | 729.00                                  | 33,534.00    |            |  |
| 31                               | As-Built Drawings                                              | 1        | LS   | 19,837.50                  | 19,837.50    | 13,900.98                      | 13,900.98    | 29,772.00                      | 29,772.00    | 11,718.75         | 11,718.75    | 7,500.00                              | 7,500.00     | 16,980.13                                 | 16,980.13    | 8,500.00                                | 8,500.00     |            |  |
| 32                               | Performance and Payment Bond (1.5% Maximum of Items No. 1-31)  | 1        | LS   | 18,000.00                  | 18,000.00    | 27,717.81                      | 27,717.81    | 15,307.81                      | 15,307.81    | 15,625.00         | 15,625.00    | 19,850.00                             | 19,850.00    | 15,500.00                                 | 15,500.00    | 23,000.00                               | 23,000.00    |            |  |
| Total Bid Items 1-32             |                                                                |          |      |                            | 1,322,074.45 |                                | 1,875,629.74 |                                | 1,072,337.32 |                   | 2,026,865.04 |                                       | 1,431,115.00 |                                           | 1,134,079.83 |                                         | 1,549,124.75 | *          |  |
| 33                               | 20" PVC (DR-18) Stormwater Force Main, F&I                     | 725      | LF   | 183.84                     | 133,284.00   | 272.51                         | 197,569.75   | 237.00                         | 171,825.00   | 344.94            | 250,081.50   | 285.00                                | 206,625.00   | 265.00                                    | 192,125.00   | *                                       | 325.00       | 235,625.00 |  |
| 34                               | 20" M.J. 45 Deg Bend                                           | 12       | EA   | 2,688.09                   | 32,257.08    | 5,022.12                       | 60,265.44    | 15,625.00                      | 187,500.00   | 5,950.00          | 71,400.00    | 4,850.00                              | 58,200.00    | 3,151.36                                  | 37,816.32    | 3,055.00                                | 36,660.00    |            |  |
| 35                               | 20" Bell Restraint                                             | 50       | EA   | 1,524.28                   | 76,214.00    | 1,781.92                       | 89,096.00    | 2,061.00                       | 103,050.00   | 1,855.41          | 92,770.50    | 2,925.00                              | 146,250.00   | 1,665.82                                  | 83,291.00    | 1,665.00                                | 83,250.00    |            |  |
| 36                               | 20"x2" Tap Cap                                                 | 1        | EA   | 1,451.58                   | 1,451.58     | 3,681.53                       | 3,681.53     | 1,410.00                       | 1,410.00     | 3,386.09          | 3,386.09     | 3,350.00                              | 3,350.00     | 1,984.96                                  | 1,984.96     | 3,185.00                                | 3,185.00     |            |  |
| 37                               | Performance and Payment Bond (1.5% Maximum of Items No. 33-36) | 1        | LS   | 3,000.00                   | 3,000.00     | 5,259.09                       | 5,259.09     | 6,551.77                       | 6,551.77     | 3,125.00          | 3,125.00     | 6,300.00                              | 6,300.00     | 4,250.00                                  | 4,250.00     | 5,400.00                                | 5,400.00     |            |  |
| Alternate Items 33 - 37 Subtotal |                                                                |          |      |                            | 246,206.66   |                                | 355,871.81   |                                | 470,336.77   |                   | 420,763.09   |                                       | 420,725.00   |                                           | 319,467.28   | *                                       | 364,120.00   |            |  |
| 10                               | Drainage Pipe, 15" RCP                                         | 36       | LF   | 148.24                     | 5,336.64     | 202.62                         | 7,294.32     | 75.57                          | 2,720.52     | 200.74            | 7,226.64     | 290.00                                | 10,440.00    | 149.84                                    | 5,394.24     | 285.00                                  | 10,260.00    |            |  |
| 11                               | Drainage Pipe, 18" RCP                                         | 20       | LF   | 162.28                     | 3,245.60     | 228.25                         | 4,565.00     | 96.85                          | 1,937.00     | 327.77            | 6,555.40     | 350.00                                | 7,000.00     | 179.56                                    | 3,591.20     | 325.00                                  | 6,500.00     |            |  |
| 12                               | Drainage Pipe, 24" RCP                                         | 697      | LF   | 200.97                     | 140,076.09   | 260.93                         | 181,868.21   | 138.78                         | 96,729.66    | 333.95            | 232,763.15   | 280.00                                | 195,160.00   | 232.40                                    | 161,982.80   | 395.00                                  | 275,315.00   |            |  |
| 13                               | Drainage Pipe, 30" RCP                                         | 233      | LF   | 278.78                     | 64,955.74    | 314.00                         | 73,162.00    | 214.24                         | 49,917.92    | 491.62            | 114,547.46   | 320.00                                | 74,560.00    | 292.99                                    | 68,266.67    | 595.00                                  | 138,635.00   |            |  |
| Alternate Items 10 - 13 Subtotal |                                                                |          |      |                            | 213,614.07   |                                | 266,889.53   |                                | 151,305.10   |                   | 361,092.65   |                                       | 287,160.00   |                                           | 239,234.91   |                                         | 430,710.00   |            |  |

\* Corrected bid amount

## SCOPE OF SERVICES



### **Ocean Terrace America Avenue Drainage Improvements — Professional Services During Construction**

**TO:** David Suarez, PE  
Project Engineer

**DATE:** September 18, 2024

**SUBJECT:** City of Jacksonville Beach  
Scope of Services for Professional Services During Construction for the  
Ocean Terrace America Avenue Drainage Improvements Project

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## PROJECT BACKGROUND

The City of Jacksonville Beach is soliciting bids from prospective Contractors for the construction of the Ocean Terrace America Avenue Drainage Improvements project. The major components of the project include:

- Installing new Stormwater infrastructure consisting of approximately 1,000 LF of storm sewer pipe and associated storm inlets.
- Reconstructing approximately 2,000 square yards (SY) of roadway along with construction of sidewalks, driveways, and curb and gutter.
- Installing new sanitary sewer consisting of approximately 145 LF of 8-inch PVC sewer pipe and adjustment of existing service connections/laterals.
- Installing new stormwater forcemain consisting of approximately 725 linear feet (LF) of 20-inch polyvinyl chloride (PVC) forcemain and associated fittings.

This Scope of Services is for Hanson Professional Services Inc. (HPS) to provide the City of Jacksonville Beach Professional Services During Construction (PSDC) for the project. The PSDC include Construction Contract Administration and Construction Project Closeout Services.

## SCOPE OF SERVICES

### **TASK 1 – CONSTRUCTION CONTRACT ADMINISTRATION**

Construction Contract Administration services are based on a 6-month construction schedule to Final Completion. HPS will provide the following Construction Contract Administration services:

- Submittals: HPS will receive, log, review, and issue comments on project construction submittals. Project submittals will include administrative submittals (i.e., construction schedules and work plans), shop drawings and product data for the materials to be incorporated into the project, warranties, and samples. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms. Submittals shall also be submitted to the City for review. The City shall receive copies of all approved submittals.
- Requests for Additional Information (RFI): HPS will review and respond to justified RFIs submitted by the Contractor. RFIs are submitted by the Contractor when questions about the construction documents arise that need clarification from the Engineer. RFIs shall also be submitted to the City for review. The City shall receive copies of all approved RFIs.
- Change Orders: HPS will notify the City immediately when an issue arises that may affect the cost of the project.
- Proposed Contract Modifications (PCM): HPS will review PCMs for conformance with the Contract Documents and process the PCMs as requested by the City. PCMs may be submitted by the Contractor when deviations to the contract drawings or specifications occur that they believe affect the cost of the project. PCM's shall also be submitted to the City for review. The City shall receive copies of all approved PCM's.
- Meetings:
  - HPS will conduct a pre-construction conference at a location selected by the City. At the pre-construction conference the fully executed conformed contract documents will be distributed and the Notice to Proceed date will be agreed upon by all stakeholders on the project.
    - The City representatives, Contractor and all utility owners will be invited to the preconstruction conference.
    - HPS will provide the City four sets of conformed documents along with the electronic files to provide the contractor.
    - Contractor's Construction Phasing & MOT will be discussed for compliance with contract requirements.
  - HPS will hold monthly Progress Meetings, if required during the course of the project. The progress meetings are to review the construction progress up to that point, review the monthly pay application, and discuss any issues that have occurred on the project. Meeting minutes will be prepared by the Engineer.
- Pay Applications: HPS will receive the Pay Applications from the City's representative, review them with the City's representative and make payment recommendations to the City.

## **TASK 2 – PROJECT CLOSEOUT**

The Project Closeout phase includes substantial completion walkthroughs; review of Record Drawings; and submittal of construction completion documentation to the regulatory agencies.

- HPS will provide Substantial Completion site reviews and provide a punch list to the City and the Contractor.
- HPS will conduct one Final Completion site review with the City’s representative to confirm that the Contractor has completed the punch-list items. Any additional visits to verify that the outstanding punch list items are completed may be provided by HPS or may be performed by the City at their discretion.
- The Contractor will prepare the Record Drawings for the project and HPS will review the drawings and provide comments. Deficient as-built drawings will be returned to the Contractor for correction. The final record drawings will be digitally marked with the record drawing stamp that states who the Contractor and Engineer of Record are for the project.

## SCHEDULE

The schedule will be determinant on the date of the awarded construction contract and the issuance of a Notice to Proceed (NTP) from the City to the selected contractor. The project is expected to be completed within 6 months of the City’s issuance of the NTP to the Contractor.

## COMPENSATION

HPS proposes to complete the primary design services under the terms and conditions of RFQ 06-2021 and Contract Agreement dated October 4, 2021, for a time-and-materials not-to-exceed fee of \$43,976. The table below summarizes the fee by Task. The enclosed estimated project Cost Estimate provides a detailed breakdown by Task.

| Task                                          | Cost            |
|-----------------------------------------------|-----------------|
| Task 1 – Construction Contract Administration | \$38,771        |
| Task 2 – Project Closeout                     | \$5,205         |
| <b>Total</b>                                  | <b>\$43,976</b> |

## ASSUMPTIONS AND EXCLUSIONS

1. The quantities and labor hours listed in this Proposal and Fee Estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities and labor hours shall not be reason for non-payment if the total fee budget has not been exceeded and approved by the City.
2. Surveying, geotechnical, and materials testing costs are not included.
3. All permits required during construction will be the responsibility of the Contractor.
4. The costs included herein are for a 6-month construction contract time to final completion. If the Contractor is granted additional time to complete the project, a request will be made to the City for additional fee to continue providing the PSDC covered under this contract for the extended time period, if required and approved by the City.

5. NPDES permitting for construction activities is the Contractor's responsibility and is excluded.

We appreciate this opportunity to serve the City of Jacksonville Beach and look forward to working with you to complete this project successfully. If you have any questions or comments regarding any aspect of our proposal, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian McKee".

Brian McKee, PE  
Project Manager  
8075 Gate Parkway West, Suite 204  
Jacksonville, Florida 32216

Enclosure: Fee Estimate

**HANSON PROFESSIONAL SERVICES, INC.**

**DATE:** 09/18/24  
**CLIENT:** City of Jacksonville Beach  
**PROJECT:** Ocean Terrace America Avenue Drainage Improvements  
Professional Services During Construction

|                                                                               | Sr. Project Mgr<br>HRS | Sr. Engineer<br>HRS | Engineer<br>HRS   | Sr. Design.<br>HRS | Design. (EI)<br>HRS | Clerical<br>HRS   | TOTAL<br>HRS    |
|-------------------------------------------------------------------------------|------------------------|---------------------|-------------------|--------------------|---------------------|-------------------|-----------------|
| <b>Task 1 - Construction Administration</b>                                   |                        |                     |                   |                    |                     |                   |                 |
| Shop Drawings/Product Data Reviews                                            | 8                      | 2                   | 24                | 0                  | 0                   | 4                 | 38              |
| Review and Respond to RFIs (includes time for plan updates)                   | 16                     | 16                  | 0                 | 0                  | 40                  | 4                 | 76              |
| Review Proposed Contract Modifications                                        | 24                     | 0                   | 0                 | 0                  | 0                   | 6                 | 30              |
| Pre-Construction Meeting (Includes preparation of agenda and meeting minutes) | 16                     | 0                   | 0                 | 0                  | 4                   | 2                 | 22              |
| Monthly Progress Meeting (Includes preparation of agenda and meeting minutes) | 12                     | 0                   | 0                 | 0                  | 0                   | 6                 | 18              |
| Process Pay Applications from Contractor                                      | 6                      | 0                   | 0                 | 0                  | 0                   | 3                 | 9               |
| <b>Total Manhours</b>                                                         | <b>82</b>              | <b>18</b>           | <b>24</b>         | <b>0</b>           | <b>44</b>           | <b>25</b>         | <b>193</b>      |
| <b>Hourly Rates</b>                                                           | <b>\$274.93</b>        | <b>\$274.93</b>     | <b>\$168.01</b>   | <b>\$158.85</b>    | <b>\$116.08</b>     | <b>\$85.53</b>    |                 |
| <b>Total Labor Dollars</b>                                                    | <b>\$22,544.26</b>     | <b>\$4,948.74</b>   | <b>\$4,032.24</b> | <b>\$0.00</b>      | <b>\$5,107.52</b>   | <b>\$2,138.25</b> | <b>\$38,771</b> |
| <b>Task 2 - Project Closeout</b>                                              |                        |                     |                   |                    |                     |                   |                 |
| Substantial Completion Site Review and Punch List                             | 8                      | 0                   | 0                 | 0                  | 0                   | 2                 | 10              |
| Final Completion Site Review                                                  | 2                      | 0                   | 0                 | 0                  | 0                   | 0                 | 2               |
| Review/Approve As-Builts                                                      | 4                      | 4                   | 0                 | 0                  | 0                   | 1                 | 9               |
| <b>Total Manhours</b>                                                         | <b>14</b>              | <b>4</b>            | <b>0</b>          | <b>0</b>           | <b>0</b>            | <b>3</b>          | <b>21</b>       |
| <b>Hourly Rates</b>                                                           | <b>\$274.93</b>        | <b>\$274.93</b>     | <b>\$168.01</b>   | <b>\$158.85</b>    | <b>\$116.08</b>     | <b>\$85.53</b>    |                 |
| <b>Total Labor Dollars</b>                                                    | <b>\$3,849.02</b>      | <b>\$1,099.72</b>   | <b>\$0.00</b>     | <b>\$0.00</b>      | <b>\$0.00</b>       | <b>\$256.59</b>   | <b>\$5,205</b>  |
| <b>Total Amount</b>                                                           |                        |                     |                   |                    |                     |                   | <b>\$43,976</b> |

| CITY COUNCIL AGENDA ITEM |                                                                   |
|--------------------------|-------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                             |
| FROM:                    | Dennis W. Barron, Jr., Director of Public Works                   |
| DATE:                    | 08/07/2024                                                        |
| SUBJECT:                 | Bid No. 2324-13 Central and South Basin Pump Station Improvements |

#### BACKGROUND

This Public Works project is a part of Phase 3C Project 3 Downtown District Infrastructure Improvements project. This project involves rebuilding and replacing the central basin and south basin pump stations. These two pumpstations control all the stormwater management from the downtown and south Community Redevelopment Agency areas.

Public Works utilized a traditional bid for this project. The bid package was sent to 22 vendors, which resulted in four responses. The highest response was \$5,230,000 and the lowest response was \$3,176,900.

|                  | <b>Project Area</b> | <b>Base Bid</b> | <b>10%<br/>Contingency</b> | <b>Total</b>          |
|------------------|---------------------|-----------------|----------------------------|-----------------------|
| PBM Constructors | Central Basin       | \$1,785,600.00  | \$178,560.00               | <b>\$1,964,160.00</b> |
| PBM Constructors | South Basin         | \$1,391,300.00  | \$139,130.00               | <b>\$1,530,430.00</b> |
| <b>Total</b>     |                     |                 |                            | <b>\$3,494,590.00</b> |

The Community Redevelopment Agency approved additional funding at the meeting on 10/16/24.

The Construction Administration/Construction Engineering Inspection will be provided by Jones Edmunds as an additional task under the previously approved design budget, which has funding available.

The original bid documents can be found [HERE](#).

The response from PBM Constructors can be found [HERE](#).

#### FINANCIAL IMPACT

|                 |                 |              |
|-----------------|-----------------|--------------|
| Total:          | DT TIF (82.73%) | BJB (17.27%) |
| \$1,964,160.00  | \$1,624,949.57  | \$339,210.43 |
| Original Budget | \$1,447,775.00  | \$302,225.00 |

|                 |                    |              |
|-----------------|--------------------|--------------|
| Total:          | Southend TIF (65%) | BJB (35%)    |
| \$1,530,430.00  | \$994,779.50       | \$535,650.50 |
| Original Budget | \$1,250,000.00     | \$0          |

The CRA appropriated the additional funding in the redevelopment tax increment districts at their meeting on October 16, 2024 (CRA Resolution Nos. 2025-01 and 2025-02). Funding is available



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

for the City's portion in the Infrastructure Sutrax Fund (BJB) and the budget in account 151-00-0000-541-63-563000 will be adjusted at mid-year.

#### REQUESTED ACTION

1. Award/Reject Bid No. 2324-13 Central and South Basin Pump Station Improvements to PBM Constructors for an amount not to exceed \$3,494,590; and
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award

#### ATTACHMENTS

1. Bid# 2324-13 Response Summary
2. Bid# 2324-13 Bid Tabulation

Public Works  
Response Summary  
Bid No. 2324-13 Central and South Basin Stormwater Pump Station Improvements

Section 00301                      Addendum

| Vendor                                    | 00300 Bid Proposal |   |   |   |   |   |   |   |   |   |   |   | 00410 Bid Bond | 00480 Non-collusion Affidavit | Occupational License | W-9 | Qualifications | Notes |
|-------------------------------------------|--------------------|---|---|---|---|---|---|---|---|---|---|---|----------------|-------------------------------|----------------------|-----|----------------|-------|
|                                           | Form               | A | B | C | D | E | F | 1 | 2 | 3 | 4 |   |                |                               |                      |     |                |       |
| Ferreira Construction Co. Inc.            | X                  | X | X | X | X | X | X | X | X | X | X | X | X              | X                             | a                    | X   | X              |       |
| PBM Constructors, Inc.                    | X                  | X | X | X | X | X | X | X | X | X | X | X | X              | X                             | a                    | X   | X              |       |
| Petticoat-Schmitt Civil Contractors, Inc. | X                  | X | X | X | X | X | X | X | X | X | X | X | X              | X                             | a                    | X   | X              |       |
| Razorback LLC                             | X                  | X | X | X | X | X | X | X | X | X | X | X | X              | X                             | a                    | X   | X              |       |

Legend:  
a - Not provided

**Bid Tabulation**  
**Public Works**  
**Bid No. 2324-13 Project 3 – Central Basin Pump Station and Outfall Weir Improvements**

|                                |                                                    |      |                    | Ferreira Construction Co. Inc. |                 | PBM Constructors, Inc. |                 | Petticoat-Schmitt Civil Contractors, Inc. |                 | Razorback LLC  |                 |
|--------------------------------|----------------------------------------------------|------|--------------------|--------------------------------|-----------------|------------------------|-----------------|-------------------------------------------|-----------------|----------------|-----------------|
| Item No.                       | Description                                        | Unit | Estimated Quantity | Bid Unit Price                 | Bid Price       | Bid Unit Price         | Bid Price       | Bid Unit Price                            | Bid Price       | Bid Unit Price | Bid Price       |
| 1                              | Mobilization and Demobilization                    | LS   | 1                  | \$ 35,600.00                   | \$ 35,600.00    | \$ 25,000.00           | \$ 25,000.00    | \$ 241,000.00                             | \$ 241,000.00   | \$ 257,000.00  | \$ 257,000.00   |
| 2                              | Environmental Protection                           | LS   | 1                  | \$ 20,000.00                   | \$ 20,000.00    | \$ 25,000.00           | \$ 25,000.00    | \$ 19,000.00                              | \$ 19,000.00    | \$ 14,000.00   | \$ 14,000.00    |
| 3                              | Construction Staking and Certified Record Drawings | LS   | 1                  | \$ 30,000.00                   | \$ 30,000.00    | \$ 20,000.00           | \$ 20,000.00    | \$ 10,000.00                              | \$ 10,000.00    | \$ 8,000.00    | \$ 8,000.00     |
| 4                              | Furnish and Install Chain-Link Fence               | LF   | 126                | \$ 125.00                      | \$ 15,750.00    | \$ 100.00              | \$ 12,600.00    | \$ 79.37                                  | \$ 10,000.62 *  | \$ 96.00       | \$ 12,096.00    |
| 5                              | Fabriform System                                   | SY   | 50                 | \$ 472.00                      | \$ 23,600.00    | \$ 100.00              | \$ 5,000.00     | \$ 260.00                                 | \$ 13,000.00    | \$ 440.00      | \$ 22,000.00    |
| 6                              | Weir Improvements                                  | LS   | 1                  | \$ 481,000.00                  | \$ 481,000.00   | \$ 50,000.00           | \$ 50,000.00    | \$ 34,000.00                              | \$ 34,000.00    | \$ 41,000.00   | \$ 41,000.00    |
| 7                              | Bypass Pumping                                     | LS   | 1                  | \$ 157,000.00                  | \$ 157,000.00   | \$ 150,000.00          | \$ 150,000.00   | \$ 70,000.00                              | \$ 70,000.00    | \$ 155,000.00  | \$ 155,000.00   |
| 8                              | Demolition Work                                    | LS   | 1                  | \$ 18,900.00                   | \$ 18,900.00    | \$ 100,000.00          | \$ 100,000.00   | \$ 54,000.00                              | \$ 54,000.00    | \$ 52,000.00   | \$ 52,000.00    |
| 9                              | Site Improvements and Restoration                  | LS   | 1                  | \$ 43,870.00                   | \$ 43,870.00    | \$ 50,000.00           | \$ 50,000.00    | \$ 545,000.00                             | \$ 545,000.00   | \$ 15,000.00   | \$ 15,000.00    |
| 10                             | Pump Station Structural Improvements               | LS   | 1                  | \$ 183,600.00                  | \$ 183,600.00   | \$ 350,000.00          | \$ 350,000.00   | \$ 300,000.00                             | \$ 300,000.00   | \$ 635,000.00  | \$ 635,000.00   |
| 11                             | Pump Station Mechanical Improvements               | LS   | 1                  | \$ 887,000.00                  | \$ 887,000.00   | \$ 600,000.00          | \$ 600,000.00   | \$ 826,000.00                             | \$ 826,000.00   | \$ 768,000.00  | \$ 768,000.00   |
| 12                             | Pump Station Electrical Improvements               | LS   | 1                  | \$ 269,260.00                  | \$ 269,260.00   | \$ 350,000.00          | \$ 350,000.00   | \$ 234,000.00                             | \$ 234,000.00   | \$ 522,000.00  | \$ 522,000.00   |
| 13                             | Start-Up and Testing                               | LS   | 1                  | \$ 27,400.00                   | \$ 27,400.00    | \$ 5,000.00            | \$ 5,000.00     | \$ 5,000.00                               | \$ 5,000.00     | \$ 31,000.00   | \$ 31,000.00    |
| 14                             | Tree Survey and Permitting                         | LS   | 1                  | \$ 41,300.00                   | \$ 41,300.00    | \$ 3,000.00            | \$ 3,000.00     | \$ 13,000.00                              | \$ 13,000.00    | \$ 5,000.00    | \$ 5,000.00     |
| 15                             | Payment and Performance Bond (1.5% Max.)           | LS   | 1                  | \$ 36,000.00                   | \$ 36,000.00    | \$ 25,000.00           | \$ 25,000.00    | \$ 36,000.00                              | \$ 36,000.00    | \$ 38,000.00   | \$ 38,000.00    |
| <b>Base Bid Price</b>          |                                                    |      |                    |                                | \$ 2,270,280.00 | *                      | \$ 1,770,600.00 |                                           | \$ 2,410,000.62 | *              | \$ 2,575,096.00 |
| <b>ALLOWANCES</b>              |                                                    |      |                    |                                |                 |                        |                 |                                           |                 |                |                 |
| 16                             | Tree Removal Mitigation                            | AL   | 1                  | \$ 15,000.00                   | \$ 15,000.00    | \$ 15,000.00           | \$ 15,000.00    | \$ 15,000.00                              | \$ 15,000.00    | \$ 15,000.00   | \$ 15,000.00    |
| <b>Total of All Bid Prices</b> |                                                    |      |                    |                                | \$ 2,285,280.00 | *                      | \$ 1,785,600.00 |                                           | \$ 2,425,000.62 | *              | \$ 2,590,096.00 |

\* Corrected bid amount

**Bid No. 2324-13 Project 4 – South Basin Pump Station Improvements**

|                                |                                                    |      |                    | Ferreira Construction Co. Inc. |                 | PBM Constructors, Inc. |                 | Petticoat-Schmitt Civil Contractors, Inc. |                 | Razorback LLC  |                 |
|--------------------------------|----------------------------------------------------|------|--------------------|--------------------------------|-----------------|------------------------|-----------------|-------------------------------------------|-----------------|----------------|-----------------|
| Item No.                       | Description                                        | Unit | Estimated Quantity | Bid Unit Price                 | Bid Price       | Bid Unit Price         | Bid Price       | Bid Unit Price                            | Bid Price       | Bid Unit Price | Bid Price       |
| 1                              | Mobilization and Demobilization                    | LS   | 1                  | \$ 21,200.00                   | \$ 21,200.00    | \$ 25,000.00           | \$ 25,000.00    | \$ 241,000.00                             | \$ 241,000.00   | \$ 253,000.00  | \$ 253,000.00   |
| 2                              | Environmental Protection                           | LS   | 1                  | \$ 13,700.00                   | \$ 13,700.00    | \$ 15,000.00           | \$ 15,000.00    | \$ 7,000.00                               | \$ 7,000.00     | \$ 15,000.00   | \$ 15,000.00    |
| 3                              | Construction Staking and Certified Record Drawings | LS   | 1                  | \$ 21,000.00                   | \$ 21,000.00    | \$ 20,000.00           | \$ 20,000.00    | \$ 11,000.00                              | \$ 11,000.00    | \$ 8,000.00    | \$ 8,000.00     |
| 4                              | Furnish and Install Chain-Link Fence               | LF   | 183                | \$ 125.00                      | \$ 22,875.00    | \$ 100.00              | \$ 18,300.00    | \$ 87.43                                  | \$ 15,999.69 *  | \$ 100.00      | \$ 18,300.00    |
| 5                              | Weir Improvements                                  | LS   | 1                  | \$ 362,000.00                  | \$ 362,000.00   | \$ 10,000.00           | \$ 10,000.00    | \$ 4,000.00                               | \$ 4,000.00     | \$ 36,000.00   | \$ 36,000.00    |
| 6                              | Bypass Pumping                                     | LS   | 1                  | \$ 110,300.00                  | \$ 110,300.00   | \$ 100,000.00          | \$ 100,000.00   | \$ 70,000.00                              | \$ 70,000.00    | \$ 143,000.00  | \$ 143,000.00   |
| 7                              | Demolition Work                                    | LS   | 1                  | \$ 13,300.00                   | \$ 13,300.00    | \$ 50,000.00           | \$ 50,000.00    | \$ 31,000.00                              | \$ 31,000.00    | \$ 52,000.00   | \$ 52,000.00    |
| 8                              | Site Improvements and Restoration                  | LS   | 1                  | \$ 5,700.00                    | \$ 5,700.00     | \$ 25,000.00           | \$ 25,000.00    | \$ 1,143,000.00                           | \$ 1,143,000.00 | \$ 15,000.00   | \$ 15,000.00    |
| 9                              | Pump Station Structural Improvements               | LS   | 1                  | \$ 107,000.00                  | \$ 107,000.00   | \$ 200,000.00          | \$ 200,000.00   | \$ 172,000.00                             | \$ 172,000.00   | \$ 627,000.00  | \$ 627,000.00   |
| 10                             | Pump Station Mechanical Improvements               | LS   | 1                  | \$ 621,000.00                  | \$ 621,000.00   | \$ 535,000.00          | \$ 535,000.00   | \$ 843,000.00                             | \$ 843,000.00   | \$ 768,000.00  | \$ 768,000.00   |
| 11                             | Pump Station Electrical Improvements               | LS   | 1                  | \$ 157,275.00                  | \$ 157,275.00   | \$ 350,000.00          | \$ 350,000.00   | \$ 187,000.00                             | \$ 187,000.00   | \$ 522,000.00  | \$ 522,000.00   |
| 12                             | Start-Up and Testing                               | LS   | 1                  | \$ 17,800.00                   | \$ 17,800.00    | \$ 5,000.00            | \$ 5,000.00     | \$ 5,000.00                               | \$ 5,000.00     | \$ 31,000.00   | \$ 31,000.00    |
| 13                             | Tree Survey and Permitting                         | LS   | 1                  | \$ 28,940.00                   | \$ 28,940.00    | \$ 3,000.00            | \$ 3,000.00     | \$ 18,000.00                              | \$ 18,000.00    | \$ 5,000.00    | \$ 5,000.00     |
| 14                             | Payment and Performance Bond (1.5% Max.)           | LS   | 1                  | \$ 26,600.00                   | \$ 26,600.00    | \$ 20,000.00           | \$ 20,000.00    | \$ 42,000.00                              | \$ 42,000.00    | \$ 37,000.00   | \$ 37,000.00    |
| <b>Base Bid Price</b>          |                                                    |      |                    |                                | \$ 1,528,690.00 |                        | \$ 1,376,300.00 |                                           | \$ 2,789,999.69 | *              | \$ 2,530,300.00 |
| <b>ALLOWANCES</b>              |                                                    |      |                    |                                |                 |                        |                 |                                           |                 |                |                 |
| 15                             | Tree Removal Mitigation                            | AL   | 1                  | \$ 15,000.00                   | \$ 15,000.00    | \$ 15,000.00           | \$ 15,000.00    | \$ 15,000.00                              | \$ 15,000.00    | \$ 15,000.00   | \$ 15,000.00    |
| <b>Total of All Bid Prices</b> |                                                    |      |                    |                                | \$ 1,543,690.00 |                        | \$ 1,391,300.00 |                                           | \$ 2,804,999.69 | *              | \$ 2,545,300.00 |

\* Corrected bid amount



| CITY COUNCIL AGENDA ITEM |                                                            |
|--------------------------|------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                      |
| FROM:                    | Taylor Mobbs, CRA Coordinator                              |
| DATE:                    | 09/11/2024                                                 |
| SUBJECT:                 | Agreement with HALFF for Latham Plaza Engineering Services |

#### BACKGROUND

On September 19, 2022, Council awarded RFQ 08-2122 to Halff Associates, Inc for Latham Plaza design and engineering services. A scope and fee for concept plans was approved by Council on October 24, 2022.

The Community Redevelopment Agency (CRA) and City Council agreed to move forward on a portion of the Latham Plaza/Seawalk Pavilion project. The portion chosen to move forward encompasses the western one-third of the plaza, the perimeter area, and the back of the Seawalk Pavilion side to allow for a sidewalk that will flow directly to the boardwalk.

The attached scope and fee covers the design, engineering, permitting, bid administration, and construction administration for this portion of the project. These items are included in the RFQ 08-2122 scope of services.

The CRA approved this scope and fee at their September 21, 2024, meeting.

#### FINANCIAL IMPACT

The proposed fee for the scope of work is \$182,900.00. Latham Plaza is budgeted for FY2025.

#### REQUESTED ACTION

Approve/Disapprove an Agreement with HALFF for Latham Plaza Engineering Services

#### ATTACHMENTS

1. COJB Latham Plaza Proposal
2. Map of Work Area



September 18, 2024  
AVO P45785.003

Taylor Mobbs  
Project Manager  
City of Jacksonville Beach  
2508 South Beach Parkway  
Jacksonville Beach, Florida 32250

Email: tMobbs@jaxbchfl.net

**RE: Task Letter for Professional Services for  
City of Jacksonville Beach/Latham Plaza – Seawalk Pavilion Construction Documents  
Jacksonville Beach, Florida**

Dear Ms. Mobbs,

HALFF Associates, Inc. (HALFF) is pleased to submit our proposal to the City of Jacksonville Beach (CLIENT) to provide Professional Services for the referenced site, more specifically described as follows:

**Site Location:**

Address: Latham Plaza – Sea Walk Pavilion  
City: Jacksonville Beach County: Duval State: FL

Absent a fully executed form of contract to contrary, once signed by you or your authorized representative, this Task Order (“the Agreement”) shall, for all purposes, constitute a binding contract upon Customer (CLIENT) and HALFF Associates, Inc. (HALFF). This agreement will comply with terms and conditions of the Master Services Agreement executed between CLIENT and HALFF dated 12/02/2022. In addition, once signed by you or your authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein. The abbreviated project description, scope of services, CLIENT’s responsibilities, schedule, compensation, and contract conditions are as follows:

**Project Understanding:**

HALFF understands that the CLIENT would like to engage in professional services related to complete construction document development, bidding, and limited construction administration services for Latham Plaza – Seawalk Pavilion venue in Jacksonville, Florida, located at 161 Beach Boulevard. If HALFF’s understanding is incorrect or requires clarification, please contact us immediately so we can revise this Proposal.

We have developed a scope of work, fee schedule and terms of agreement for the proposed project, shown in the attached exhibits as follows:

- **Exhibit A Scope of Services**
- **Exhibit B Exclusions**
- **Exhibit C Fee Summary and Hourly Rates**

We appreciate the opportunity to be of service and trust that our association on this project will be mutually beneficial. Please feel free to contact us if you have any questions or comments concerning this matter.

**Respectfully,**

Maxwell Spann, PLA, CLARB  
PLA Team Leader, Jacksonville

## EXHIBIT A SCOPE OF SERVICES

HALFF is including the following services in this Proposal:

### PHASE 100: SITE PLAN CONFIRMATION

1. Utilizing the conceptual site plan approved by the CLIENT in the Phase 2 design process, HALFF shall detail the plan in accordance with the requirements of the City of Jacksonville Beach. This shall include including stormwater management techniques, common area layout, sidewalk and pedestrian areas, and planting areas. The plan will include the necessary site data summary in tabular format.
2. This task provides for one round of staff comments requiring slight modifications to the site plan.

### PHASE 200: CIVIL ENGINEERING

1. Demolition Plan: The demolition plan will show the project site and immediate area of the project limits (within 10 feet), based on the masterplan and project survey. The demolition plan will identify the removal of any pavement(s), building(s), utilities such as water, sewer & electric, and tree removal/relocation. The tree mitigation calculations will be provided on the tree mitigation sheets of the landscape architecture portion.
2. Erosion and Sedimentation Control Plan: The erosion and sedimentation control plan shall include required erosion and sedimentation control measures throughout the site, standard details, and Stormwater Pollution Prevention Plan (SWPPP) sheets.
3. Drainage Design: Latham Plaza lies within the City's vault system basin. The design may increase or decrease the impervious area. HALFF shall quantify the change in pervious and impervious areas of the plaza that are proposed and address how this change affects the treatment capacity available from the vault basin.
4. Coordinate Geometry Plan: The geometry plan for the project site and immediate area of the project limits (within 10 feet), shall be based on the Phase 2 design process confirmed site plan which has been approved by the CLIENT. The plan shall:
  - Show all proposed improvements of the preliminary site plan.
  - Show all required coordinate geometry for centerline of sidewalks.
  - Show all dimensions and horizontal control for site stakeout.
  - Provide geometric line and curve data in tabular format.
5. Sanitary Sewer Design: HALFF understands there are no new sanitary facilities as part of this project. Therefore, no sanitary sewer design is anticipated as part of this project.
6. Potable Water Supply Design: The existing potable water system will be modified to add new hose bib locations and provide irrigation service connections as necessary as part of this project. However, no extension of the distribution system is anticipated as part of this project.
7. Paving, Grading and Drainage Plan: The paving, grading and drainage plan shall include the design of the following: (i) The finished grade of pads, sidewalks and stormwater management facilities, with finished grade shown by contours, spot grades, and flow arrows; (ii) The stormwater conveyance system including curb and gutter, curb inlets, ditch bottom inlets, and other stormwater conveyance features, and will include pipe and structure schedules; and (iii) The stormwater management facilities, which will include tabulated data and typical sections.
8. Engineer's Opinion of Probable Cost: HALFF shall provide an engineer's opinion of probable cost along with quantity takeoffs for site work shown on the civil plans to the CLIENT for review. This shall be prepared at the time of the 60% Design Set and shall be updated with the Bid Set.

### PHASE 300: LANDSCAPE ARCHITECTURE AND IRRIGATION

1. Landscape & Irrigation Plans: HALFF will utilize the provided base data in electronic format to prepare tree mitigation and landscape plans to meet the minimum code criteria of the City of Jacksonville Beach, Florida Friendly design standards, Waterwise Certification level as identified by the CLIENT, BMP's which mirror LEED ND standards, and the design intent of the program developed in the Phase 2 design process. During this phase, HALFF will incorporate comments from the staff and CRA review. Plans will be developed at an appropriate scale and provide the necessary details and specifications for materials and methods. Irrigation

Plans will illustrate an automatic underground irrigation system showing location, size, and type of irrigation heads, sleeves, pipes, valves, and controllers with accompanying details and notes. These plans will be used for permitting requirements and sufficient for construction documents for the improvements and meet all conditions of regulatory agencies.

2. Irrigation Plan: HALFF will prepare the code compliant irrigation plan to meet the minimum criteria of the City of Jacksonville Beach. It is assumed that the existing point of connection shall be moved. Additional connection investigation or as-built system or site exploration shall be performed as an additional service.
3. Hardscape Plans: Based upon the approved plan as shown in Phase 2 Concept Exhibit, HALFF will prepare construction plans for the hardscape amenities selected in the Phase 2 Concept Exhibit. These amenities shall include both flatwork elements, vertical architectural elements, and signage elements as identified in the Plan. The plans and details required to fully capture the design intent, materials and methods of the proposed amenities include:
  - A. Hardscape Streetscape Site Plan – 1<sup>st</sup> Street N
  - B. Hardscape Park Site Plan – Latham Plaza & Sea Walk Pavilion Park (south side only per Phase 2 Concept Exhibit)
  - C. Pavilion Structure Plans and Details excluding structural. Structural engineering and Geotechnical services will be performed as an additional service once a specific pavilion design is confirmed.
  - D. Hardscape Details and Sheet Specifications (no specification book will be developed).
4. Furnishings, Fixtures, & Equipment:
  - A. HALFF will work with the City of Jacksonville Beach CRA staff to coordinate site furnishing selections.
5. Lighting and Electrical Coordination: HALFF shall submit the lighting site plan which will include proposed conduit runs and proposed light pole foundation locations with cut sheets of proposed light fixtures to be used throughout the park. The plan shall also propose wiring runs, but no panel calculations shall be provided as this will be performed by Beaches Energy. The street light authorization request will also be prepared and all plans and forms will be provided to Beaches Energy through the CLIENT, who shall provide an overall lighting and electrical plan for the project. Additionally, HALFF will provide coordination with the CLIENT's IT Department for a park-wide Wi-Fi system for Latham Plaza and Seawalk Pavilion. The coordination will provide direction for including proposed conduit and fiber runs as well as mounting locations and estimated hardware necessary to complete the installation of a park-wide system in the future. This information will be shown on the lighting site plans provided to Beaches Energy.
6. Opinion of Probable Cost: HALFF shall provide an opinion of probable cost along with quantity takeoff of all planting material and irrigation material for the project.
7. Permitting: HALFF will coordinate, as required, with the local agency staff during the review/approval process and address comments for clarification and/or provide additional information.

#### **PHASE 400: SITE PERMITTING**

1. City of Jacksonville Beach Site Plan Review: Once approval is received from the Planning Department for the site plan, a site civil and landscape permit plans submittal will be prepared and submitted to the Development Review for approval. HALFF shall respond to all requests for additional information (RAI).
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP): HALFF understands that Latham Plaza is incorporated into the City's vault basin. HALFF shall prepare and submit site civil permit plans and calculations to the SJRWMD for letter modification of the individual ERP associated with the City's vault system. HALFF shall respond to all requests for additional information (RAI).
3. COJB Utility Permitting: At this time, it is assumed that no improvements to existing City of Jacksonville Beach infrastructure is required for the project. Minor hose bib relocations should not constitute a review by the utility department. However, HALFF shall submit to obtain a No Objection statement from COJB Utility Department.
4. National Pollutant Discharge Elimination System Permitting (NPDES): Halff will prepare the stormwater Pollution Prevention Plan (SWPPP) for the contractor's use in applying for the Notice of Intent (NOI) application as required by FDEP for NPDES permitting for the General Coverage of a construction activity.

#### **PHASE 500: BID ADMINISTRATION**

1. HALFF shall attend a pre-bid meeting and present the scope of work to be performed.
2. HALFF shall answer written RFI's submitted by the prospective bidders.
3. HALFF shall review bids with CLIENT for the recommendation for award.
4. This scope includes one bid/RFI process.

#### **PHASE 600: CONSTRUCTION ADMINISTRATION**

1. HALFF shall attend the pre-construction meeting with the selected Site General Contractor.
2. HALFF shall review all Civil Engineering and Landscape related shop drawings, schedules, samples, tests, and other data submitted by contractors prior to construction and determine if such data is in compliance with the plans and specifications of the project.
3. HALFF shall provide answers to written Requests for Information (RFIs) submitted by the contractor regarding the civil and landscape design plans. Additional processes due to re-bidding and contractor-suggested changes to the design are not included and shall be considered under separate scope and fee.
4. HALFF shall attend the substantial completion walk-through and generate a punch list of items to be corrected. The contractor is assumed to be substantially complete. Additional visits requested after this first substantial walk through shall be considered additional services.
5. HALFF shall conduct a planting verification to confirm compliance with COJ planting requirements.
6. HALFF shall exercise the irrigation system to check the operation of the new zone(s) for the irrigation system. This shall take place at the first substantial walk through.
7. HALFF will review and mark up as-built drawings submitted by the contractor's registered surveyor, to a level sufficient to satisfy certifications of completions to the Authorities Having Jurisdiction and return for correction.

#### **CLIENT'S RESPONSIBILITIES**

- A. Payment of all impact, review, and permitting fees
- B. Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- C. Provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.
- D. Provide HALFF with all surveys, including electronic point files and .dwg files for same, prepared by other surveyors.

#### **SCHEDULE**

Upon receipt of a fully executed copy of this Agreement, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. HALFF also acknowledges that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

## EXCLUSIONS

HALFF's Scope of Services expressly does NOT include the following services which are the obligation of the CLIENT or others as the case may be. If required, excluded services can be provided by HALFF as Additional Services when so authorized in writing by the CLIENT.

1. Surveying Services
2. Geotechnical Services
3. Structural Engineering Services
4. Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
5. Environmental/Biological Services
6. Lighting Photometric Design, Site Electrical Calculations (will coordinate light pole locations with Beaches Energy and City of Jacksonville Beach in Phase 300)
7. Fees for regulatory authority meetings, filing, and submittals (All fees by CLIENT)
8. Preparation of sketch and descriptions, recording of easements
9. Environmental impact and cultural statements and assessments, jurisdictional waters of the US determination
10. Flood studies, conditional (CLOMR) or final FEMA Letter of Map Revision (LOMR).
11. Threatened or Endangered Species Evaluation
12. Sanitary Sewer Design
13. Roadway or crosswalk design and MUTCD signage improvements.
14. Traffic impact analyses and studies.
15. Offsite roadway improvements design and permitting beyond the stated assumed improvements.
16. Offsite water and sewer extensions beyond the stated assumed point of connection.
17. Offsite infrastructure capacity studies/assessments/analysis/designs
18. Offsite stormwater design
19. For the purpose of this proposal, it is assumed that any offsite conveyance systems will not need to be modified in any manner to support the proposed improvements.
20. Subsurface Utility Engineering
21. Quality control and construction material testing services
22. Construction staking
23. Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans.
24. Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons.
25. Structural design of retaining walls and pond walls
26. LEED certification services (review services only provided under Landscape scope)
27. Gas, electric, telephone, and/or cable design
28. Post-construction Improvement Survey
29. Any services not specifically noted in Scope of Services. Added services requested can be provided under separate scope and fee arrangement.

## **FEE SCHEDULE AND HOURLY RATES**

Our fees for the described services are outlined in the following table. Lump Sum Fees and/or Hourly Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost-plus fifteen percent (15%) for handling but will not exceed the reimbursable amount without prior written authorization.

Lump Sum fees will be invoiced monthly based on the status of each task (percent complete). Hourly Services will also be invoiced monthly based on the current hourly rates for the actual personnel involved in the tasks.

The CLIENT shall pay HALFF the following fees for its services:

| PHASE         | Description                         | Lump Sum Fee        |
|---------------|-------------------------------------|---------------------|
| 100           | Site Plan Confirmation              | \$15,900.00         |
| 200           | Civil Engineering                   | \$64,500.00         |
| 300           | Landscape Architecture & Irrigation | \$51,000.00         |
| 400           | Site Permitting                     | \$21,000.00         |
| 500           | Bid Administration                  | \$8,000.00          |
| 600           | Construction Administration         | \$20,000.00         |
|               |                                     |                     |
| 999           | Reimbursable Expenses               | \$5,000.00          |
| <b>TOTAL:</b> |                                     | <b>\$185,400.00</b> |

## **SUPPLEMENTAL SERVICES**

Services authorized in writing by the CLIENT, other than those specifically listed in the Scope of Services, and which are agreed to be performed by HALFF by written addenda to this Agreement, shall be considered Additional Services. The CLIENT shall compensate HALFF at an agreed upon lump sum fee or based on current hourly rates for the actual personnel involved in the tasks (Hourly Services). Hourly Services will be invoiced based on the Hourly Billing Rates.

This Agreement constitutes our understanding of the required Additional Services and our relationship under this project, and may only be modified in writing, signed by both parties. All other terms and conditions contained in our original Agreement signed by the Parties and/or dated December 2, 2022, and any/all amendments relating thereto and executed by the Parties since the said date will remain in effect. The signature below authorizes the work herein described and does so on behalf of the Signatory and on behalf of the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land.

**Halff Associates, Inc.**

**Accepted and Approved By:**

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Date

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Date

LEGEND

- (A) STAGE WITH SHADE STRUCTURE - PH 1B

(B) PAVEMENT WITH PROJECTOR - PH 1B

(C) LIGHT - PH 1B
- (D) LAND FORM AND LAWN - PH 1B

(E) SHADE STRUCTURE - PH 1B

(F) EGG BENCH - PH 1B
- (G) DECORATIVE MOVEABLE BARRIERS - PH 1B

(H) GREAT LAWN - PH 2

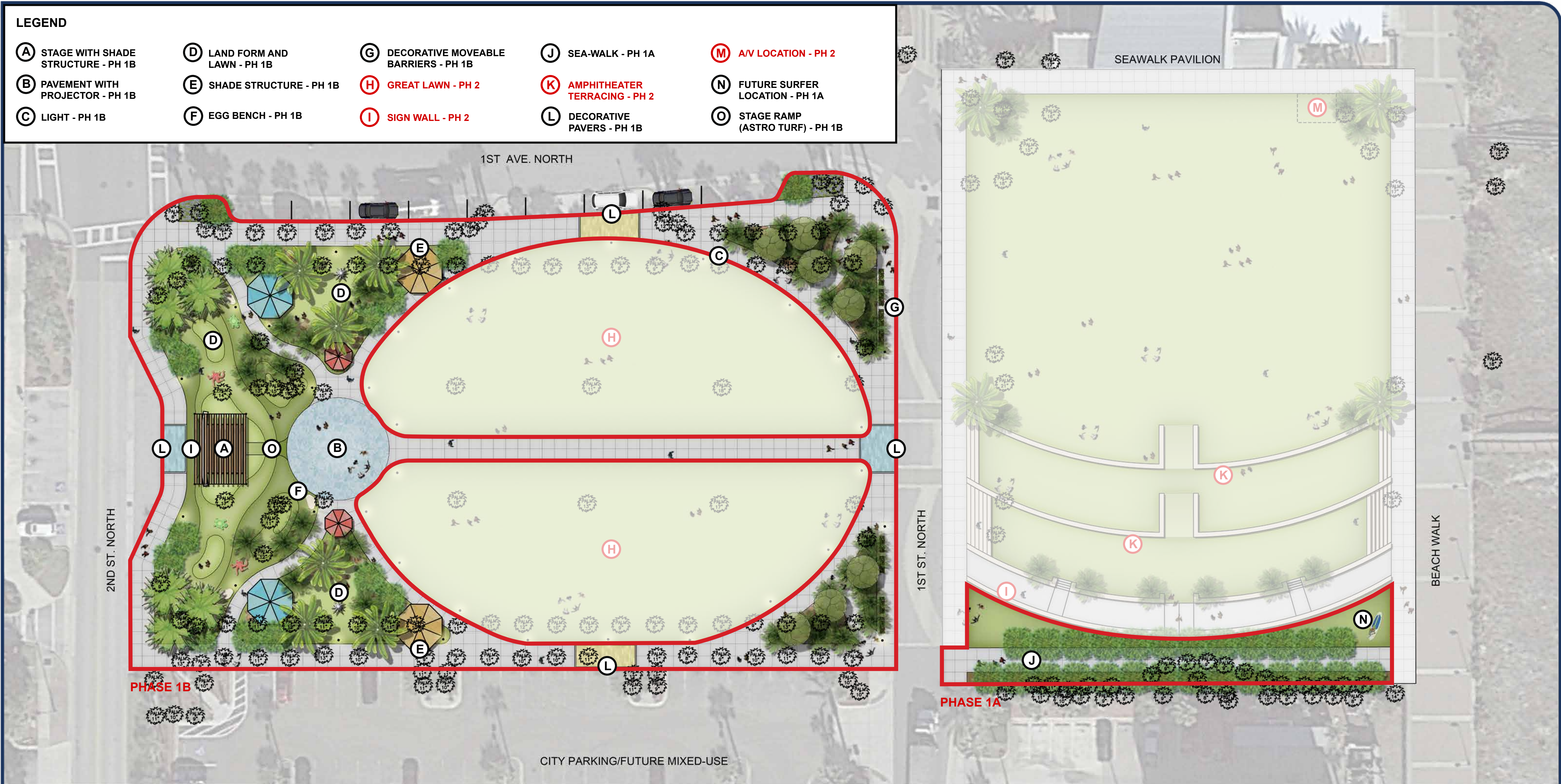
(I) SIGN WALL - PH 2
- (J) SEA-WALK - PH 1A

(K) AMPHITHEATER TERRACING - PH 2

(L) DECORATIVE PAVERS - PH 1B
- (M) A/V LOCATION - PH 2

(N) FUTURE SURFER LOCATION - PH 1A

(O) STAGE RAMP (ASTRO TURF) - PH 1B



# LATHAM PLAZA & SEAWALK PAVILION | Phase 2 Concept Plan

SEPTEMBER 2024

SCALE IN FEET



THE DRAWINGS AND INFORMATION CONTAINED HEREIN ARE FOR GENERAL PRESENTATION PURPOSES ONLY AND ARE NOT INTENDED NOR SHALL THEY BE USED FOR DESIGN OR CONSTRUCTION PLANS. HALFF RESERVES THE RIGHT TO MODIFY OR CHANGE ALL DRAWINGS AND INFORMATION AT ANY TIME WITHOUT NOTICE.

9995 GATE PARKWAY N. SUITE 200  
JACKSONVILLE, FLORIDA 32246  
TEL. (904) 730-9360



| CITY COUNCIL AGENDA ITEM |                                                          |
|--------------------------|----------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                    |
| FROM:                    | Duston Scott, Pension and Benefit Administrator          |
| DATE:                    | 09/24/2024                                               |
| SUBJECT:                 | RFP No. 08-2324 Group Medical and Prescription Insurance |

#### BACKGROUND

On August 21, 2024, the City issued RFP No. 08-2324 for Group Medical and Prescription Insurance. In addition to being publicly advertised and posted on the City's website, RFP No. 08-2324 was distributed to 4 vendors. Florida Blue was the only respondent.

Florida Blue is the City's current provider for group medical and prescription coverage and will continue offering the same four medical plans: Blue Care 120/121 (HMO/HSA), Blue Care 47 (HMO), Blue Care 67 (HMO), and Blue Options 05771 (PPO), with no premium increase due to favorable claims experience.

To review RFP No. 08-2324 and all addenda, click [here](#).

The contract period is from January 1, 2025, through December 31, 2026, with an option to continue for two additional two-year extensions subject to renewal premium terms to be mutually agreed upon. This contract may be canceled at any time at the request of the City, by written notice to Florida Blue stating when cancelation is to be effective.

#### FINANCIAL IMPACT

The cost is included in the FY 2025 budget.

#### REQUESTED ACTION

1. Award/Reject RFP No. 08-2324 for Group Medical and Prescription Insurance to Florida Blue; and
2. Delegate authority to the City Manager to approve and execute all subsequent renewals through the maximum contract period

#### ATTACHMENTS

1. Florida Blue Renewals

# 2025 Group Health Insurance Review

| Current                                                                   |              |                                  |                                                                  |                           | Renewal                                                                |  |                                  |                                                                  |                                                                        |
|---------------------------------------------------------------------------|--------------|----------------------------------|------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------|--|----------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------|
| Florida Blue                                                              |              |                                  |                                                                  |                           | Florida Blue                                                           |  |                                  |                                                                  |                                                                        |
|                                                                           |              | Blue Care Plan 120/121 (HMO/HSA) | Blue Care Plan 47 (HMO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp | Blue Care Plan 67 (HMO)   | Blue Options Plan 05771 (PPO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp |  | Blue Care Plan 120/121 (HMO/HSA) | Blue Care Plan 47 (HMO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp | Blue Options Plan 05771 (PPO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp |
| In Network                                                                |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Calendar/Plan Year Deductible (CYD/PYD)                                   |              | \$2,500 / \$5,000                | \$1,500 / \$4,500                                                | \$1,000 / \$3,000         | \$1,500 / \$4,500                                                      |  | \$2,500 / \$5,000                | \$1,500 / \$4,500                                                | \$1,000 / \$3,000                                                      |
| Coinsurance (% Member Responsibility)                                     |              | 0%                               | 20%                                                              | 0%                        | 20%                                                                    |  | 0%                               | 20%                                                              | 0%                                                                     |
| Maximum Out of Pocket                                                     |              | \$2,500 / \$5,000                | \$4,500 / \$9,000                                                | \$4,000 / \$8,000         | \$4,500 / \$9,000                                                      |  | \$2,500 / \$5,000                | \$4,500 / \$9,000                                                | \$4,000 / \$8,000                                                      |
| Deductible included in Out of Pocket Max                                  |              | Yes                              | Yes                                                              | Yes                       | Yes                                                                    |  | Yes                              | Yes                                                              | Yes                                                                    |
| Embedded/Aggregate Family Deductible                                      |              | Aggregate                        | Embedded                                                         | Embedded                  | Embedded                                                               |  | Aggregate                        | Embedded                                                         | Embedded                                                               |
| Office Services                                                           |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Primary Care Office Visit                                                 |              | CYD                              | \$15                                                             | \$25                      | \$15                                                                   |  | CYD                              | \$15                                                             | \$25                                                                   |
| PCP Required?                                                             |              | Yes                              | Yes                                                              | Yes                       | No                                                                     |  | Yes                              | Yes                                                              | No                                                                     |
| Specialist Office Visit                                                   |              | CYD                              | \$35                                                             | \$45                      | \$35                                                                   |  | CYD                              | \$35                                                             | \$45                                                                   |
| Virtual Visit (PCP / Spec)                                                |              | CYD                              | \$15 / \$35                                                      | \$0 / \$45                | \$15 / \$35                                                            |  | CYD                              | \$15 / \$35                                                      | \$0 / \$45                                                             |
| Preventive Services                                                       |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Well Woman Visit, Well Child, Mammogram, Colonoscopy (Primary/Specialist) |              | Covered 100%; CYD Waived         | Covered 100%; CYD Waived                                         | Covered 100%; CYD Waived  | Covered 100%; CYD Waived                                               |  | Covered 100%; CYD Waived         | Covered 100%; CYD Waived                                         | Covered 100%; CYD Waived                                               |
| Hospital Services                                                         |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Inpatient Hospital Visit                                                  |              | CYD                              | CYD + 20%                                                        | \$250 per day / \$750 max | CYD + 20%                                                              |  | CYD                              | CYD + 20%                                                        | \$250 per day / \$750 max                                              |
| Outpatient Hospital Visit                                                 |              | CYD                              | CYD + 20%                                                        | \$350                     | CYD + 20%                                                              |  | CYD                              | CYD + 20%                                                        | \$350                                                                  |
| Physician Services at Hospital or ER                                      |              | CYD                              | \$0                                                              | \$0                       | \$0                                                                    |  | CYD                              | \$0                                                              | \$0                                                                    |
| Emergency Services                                                        |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Emergency Room Visit                                                      |              | CYD                              | \$250                                                            | \$250                     | \$250                                                                  |  | CYD                              | \$250                                                            | \$250                                                                  |
| Ambulance Services                                                        |              | CYD                              | CYD + 20%                                                        | CYD                       | CYD + 20%                                                              |  | CYD                              | CYD + 20%                                                        | CYD                                                                    |
| Urgent Care Visit                                                         |              | CYD                              | \$60                                                             | \$50                      | \$60                                                                   |  | CYD                              | \$60                                                             | \$50                                                                   |
| Other Services                                                            |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Independent Diagnostic Testing (X-rays)                                   |              | CYD                              | \$50                                                             | \$45                      | \$50                                                                   |  | CYD                              | \$50                                                             | \$45                                                                   |
| Independent Diagnostic Testing (Adv Imaging)                              |              | CYD                              | \$250                                                            | \$350                     | \$250                                                                  |  | CYD                              | \$250                                                            | \$350                                                                  |
| Independent Clinical Lab                                                  |              | CYD                              | \$0                                                              | \$0                       | \$0                                                                    |  | CYD                              | \$0                                                              | \$0                                                                    |
| Mental Health / Substance Dependency                                      |              | CYD                              | \$0                                                              | \$0                       | \$0                                                                    |  | CYD                              | \$0                                                              | \$0                                                                    |
| Pharmacy (Rx) Services                                                    |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Creditable Coverage                                                       |              | Yes                              | Yes                                                              | Yes                       | Yes                                                                    |  | Yes                              | Yes                                                              | Yes                                                                    |
| Generic Mandatory / Pre-Auth on Brand                                     |              | Yes                              | Yes                                                              | Yes                       | Yes                                                                    |  | Yes                              | Yes                                                              | Yes                                                                    |
| Rx Plan Deductible                                                        |              | Yes, Combined with CYD           | No                                                               | No                        | No                                                                     |  | Yes, Combined with CYD           | No                                                               | No                                                                     |
| Rx Card (generic/brand/non-preferred)                                     |              | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50        | \$10 / \$30 / \$50                                                     |  | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50                                                     |
| Specialty Rx                                                              |              | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50        | \$10 / \$30 / \$50                                                     |  | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50                                                     |
| Rx Mail Order - 90 day supply                                             |              | CYD                              | \$25 / \$75 / \$125                                              | \$25 / \$75 / \$125       | \$25 / \$75 / \$125                                                    |  | CYD                              | \$25 / \$75 / \$125                                              | \$25 / \$75 / \$125                                                    |
| Out of Network                                                            |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Calendar/Plan Year Deductible (CYD/PYD)                                   |              | N / A                            | N / A                                                            | N / A                     | \$4,500 / \$13,500                                                     |  | N / A                            | N / A                                                            | \$4,500 / \$13,500                                                     |
| Coinsurance (% Member Responsibility)                                     |              | N / A                            | N / A                                                            | N / A                     | 50%                                                                    |  | N / A                            | N / A                                                            | 50%                                                                    |
| Maximum Out of Pocket                                                     |              | N / A                            | N / A                                                            | N / A                     | \$9,000 / \$18,000                                                     |  | N / A                            | N / A                                                            | \$9,000 / \$18,000                                                     |
| Monthly Premiums                                                          |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Employee Only                                                             | 27 122 9 23  | \$589.77                         | \$667.27                                                         | \$721.33                  | \$804.21                                                               |  | \$589.77                         | \$667.27                                                         | \$721.33                                                               |
| Employee + Spouse                                                         | 3 23 2 2     | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                | \$1,600.19                                                             |  | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                                                             |
| Employee + Child(ren)                                                     | 4 33 4 4     | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                | \$1,520.57                                                             |  | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                                                             |
| Family                                                                    | 8 31 2 3     | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                | \$2,555.94                                                             |  | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                                                             |
| Monthly Premium by Plan                                                   | 42 209 17 32 | \$39,099.50                      | \$220,447.29                                                     | \$19,503.69               | \$35,447.31                                                            |  | \$39,099.50                      | \$220,447.29                                                     | \$19,503.69                                                            |
| Total Monthly Premium                                                     | 300          |                                  | \$314,497.79                                                     |                           |                                                                        |  |                                  | \$314,497.79                                                     |                                                                        |
| Monthly Premiums                                                          |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Employee Only                                                             | 0 9 1 3      | \$589.77                         | \$667.27                                                         | \$721.33                  | \$804.21                                                               |  | \$589.77                         | \$667.27                                                         | \$721.33                                                               |
| Employee + Spouse                                                         | 0 2 0 2      | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                | \$1,600.19                                                             |  | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                                                             |
| Employee + Child(ren)                                                     | 0 1 0 0      | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                | \$1,520.57                                                             |  | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                                                             |
| Family                                                                    | 0 1 0 0      | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                | \$2,555.94                                                             |  | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                                                             |
| Monthly Premium by Plan                                                   | 0 13 1 5     | \$0.00                           | \$12,090.71                                                      | \$721.33                  | \$5,613.01                                                             |  | \$0.00                           | \$12,090.71                                                      | \$721.33                                                               |
| Total Monthly Premium                                                     | 19           |                                  | \$18,425.05                                                      |                           |                                                                        |  |                                  | \$18,425.05                                                      |                                                                        |

| Renewal                                                                   |              |                                  |                                                                  |                           | Renewal                                                                |  |                                  |                                                                  |                                                                        |
|---------------------------------------------------------------------------|--------------|----------------------------------|------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------|--|----------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------|
| Florida Blue                                                              |              |                                  |                                                                  |                           | Florida Blue                                                           |  |                                  |                                                                  |                                                                        |
|                                                                           |              | Blue Care Plan 120/121 (HMO/HSA) | Blue Care Plan 47 (HMO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp | Blue Care Plan 67 (HMO)   | Blue Options Plan 05771 (PPO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp |  | Blue Care Plan 120/121 (HMO/HSA) | Blue Care Plan 47 (HMO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp | Blue Options Plan 05771 (PPO) \$15 / \$35 & \$0 Phys Serv at ER & Hosp |
| In Network                                                                |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Calendar/Plan Year Deductible (CYD/PYD)                                   |              | \$2,500 / \$5,000                | \$1,500 / \$4,500                                                | \$1,000 / \$3,000         | \$1,500 / \$4,500                                                      |  | \$2,500 / \$5,000                | \$1,500 / \$4,500                                                | \$1,000 / \$3,000                                                      |
| Coinsurance (% Member Responsibility)                                     |              | 0%                               | 20%                                                              | 0%                        | 20%                                                                    |  | 0%                               | 20%                                                              | 0%                                                                     |
| Maximum Out of Pocket                                                     |              | \$2,500 / \$5,000                | \$4,500 / \$9,000                                                | \$4,000 / \$8,000         | \$4,500 / \$9,000                                                      |  | \$2,500 / \$5,000                | \$4,500 / \$9,000                                                | \$4,000 / \$8,000                                                      |
| Deductible included in Out of Pocket Max                                  |              | Yes                              | Yes                                                              | Yes                       | Yes                                                                    |  | Yes                              | Yes                                                              | Yes                                                                    |
| Embedded/Aggregate Family Deductible                                      |              | Aggregate                        | Embedded                                                         | Embedded                  | Embedded                                                               |  | Aggregate                        | Embedded                                                         | Embedded                                                               |
| Office Services                                                           |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Primary Care Office Visit                                                 |              | CYD                              | \$15                                                             | \$25                      | \$15                                                                   |  | CYD                              | \$15                                                             | \$25                                                                   |
| PCP Required?                                                             |              | Yes                              | Yes                                                              | Yes                       | No                                                                     |  | Yes                              | Yes                                                              | No                                                                     |
| Specialist Office Visit                                                   |              | CYD                              | \$35                                                             | \$45                      | \$35                                                                   |  | CYD                              | \$35                                                             | \$45                                                                   |
| Virtual Visit (PCP / Spec)                                                |              | CYD                              | \$15 / \$35                                                      | \$0 / \$45                | \$15 / \$35                                                            |  | CYD                              | \$15 / \$35                                                      | \$0 / \$45                                                             |
| Preventive Services                                                       |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Well Woman Visit, Well Child, Mammogram, Colonoscopy (Primary/Specialist) |              | Covered 100%; CYD Waived         | Covered 100%; CYD Waived                                         | Covered 100%; CYD Waived  | Covered 100%; CYD Waived                                               |  | Covered 100%; CYD Waived         | Covered 100%; CYD Waived                                         | Covered 100%; CYD Waived                                               |
| Hospital Services                                                         |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Inpatient Hospital Visit                                                  |              | CYD                              | CYD + 20%                                                        | \$250 per day / \$750 max | CYD + 20%                                                              |  | CYD                              | CYD + 20%                                                        | \$250 per day / \$750 max                                              |
| Outpatient Hospital Visit                                                 |              | CYD                              | CYD + 20%                                                        | \$350                     | CYD + 20%                                                              |  | CYD                              | CYD + 20%                                                        | \$350                                                                  |
| Physician Services at Hospital or ER                                      |              | CYD                              | \$0                                                              | \$0                       | \$0                                                                    |  | CYD                              | \$0                                                              | \$0                                                                    |
| Emergency Services                                                        |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Emergency Room Visit                                                      |              | CYD                              | \$250                                                            | \$250                     | \$250                                                                  |  | CYD                              | \$250                                                            | \$250                                                                  |
| Ambulance Services                                                        |              | CYD                              | CYD + 20%                                                        | CYD                       | CYD + 20%                                                              |  | CYD                              | CYD + 20%                                                        | CYD                                                                    |
| Urgent Care Visit                                                         |              | CYD                              | \$60                                                             | \$50                      | \$60                                                                   |  | CYD                              | \$60                                                             | \$50                                                                   |
| Other Services                                                            |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Independent Diagnostic Testing (X-rays)                                   |              | CYD                              | \$50                                                             | \$45                      | \$50                                                                   |  | CYD                              | \$50                                                             | \$45                                                                   |
| Independent Diagnostic Testing (Adv Imaging)                              |              | CYD                              | \$250                                                            | \$350                     | \$250                                                                  |  | CYD                              | \$250                                                            | \$350                                                                  |
| Independent Clinical Lab                                                  |              | CYD                              | \$0                                                              | \$0                       | \$0                                                                    |  | CYD                              | \$0                                                              | \$0                                                                    |
| Mental Health / Substance Dependency                                      |              | CYD                              | \$0                                                              | \$0                       | \$0                                                                    |  | CYD                              | \$0                                                              | \$0                                                                    |
| Pharmacy (Rx) Services                                                    |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Creditable Coverage                                                       |              | Yes                              | Yes                                                              | Yes                       | Yes                                                                    |  | Yes                              | Yes                                                              | Yes                                                                    |
| Generic Mandatory / Pre-Auth on Brand                                     |              | Yes                              | Yes                                                              | Yes                       | Yes                                                                    |  | Yes                              | Yes                                                              | Yes                                                                    |
| Rx Plan Deductible                                                        |              | Yes, Combined with CYD           | No                                                               | No                        | No                                                                     |  | Yes, Combined with CYD           | No                                                               | No                                                                     |
| Rx Card (generic/brand/non-preferred)                                     |              | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50        | \$10 / \$30 / \$50                                                     |  | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50                                                     |
| Specialty Rx                                                              |              | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50        | \$10 / \$30 / \$50                                                     |  | CYD                              | \$10 / \$30 / \$50                                               | \$10 / \$30 / \$50                                                     |
| Rx Mail Order - 90 day supply                                             |              | CYD                              | \$25 / \$75 / \$125                                              | \$25 / \$75 / \$125       | \$25 / \$75 / \$125                                                    |  | CYD                              | \$25 / \$75 / \$125                                              | \$25 / \$75 / \$125                                                    |
| Out of Network                                                            |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Calendar/Plan Year Deductible (CYD/PYD)                                   |              | N / A                            | N / A                                                            | N / A                     | \$4,500 / \$13,500                                                     |  | N / A                            | N / A                                                            | \$4,500 / \$13,500                                                     |
| Coinsurance (% Member Responsibility)                                     |              | N / A                            | N / A                                                            | N / A                     | 50%                                                                    |  | N / A                            | N / A                                                            | 50%                                                                    |
| Maximum Out of Pocket                                                     |              | N / A                            | N / A                                                            | N / A                     | \$9,000 / \$18,000                                                     |  | N / A                            | N / A                                                            | \$9,000 / \$18,000                                                     |
| Monthly Premiums                                                          |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Employee Only                                                             | 27 122 9 23  | \$589.77                         | \$667.27                                                         | \$721.33                  | \$804.21                                                               |  | \$589.77                         | \$667.27                                                         | \$721.33                                                               |
| Employee + Spouse                                                         | 3 23 2 2     | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                | \$1,600.19                                                             |  | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                                                             |
| Employee + Child(ren)                                                     | 4 33 4 4     | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                | \$1,520.57                                                             |  | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                                                             |
| Family                                                                    | 8 31 2 3     | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                | \$2,555.94                                                             |  | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                                                             |
| Monthly Premium by Plan                                                   | 42 209 17 32 | \$39,099.50                      | \$220,447.29                                                     | \$19,503.69               | \$35,447.31                                                            |  | \$39,099.50                      | \$220,447.29                                                     | \$19,503.69                                                            |
| Total Monthly Premium                                                     | 300          |                                  | \$314,497.79                                                     |                           |                                                                        |  |                                  | \$314,497.79                                                     |                                                                        |
| Monthly Premiums                                                          |              |                                  |                                                                  |                           |                                                                        |  |                                  |                                                                  |                                                                        |
| Employee Only                                                             | 0 9 1 3      | \$589.77                         | \$667.27                                                         | \$721.33                  | \$804.21                                                               |  | \$589.77                         | \$667.27                                                         | \$721.33                                                               |
| Employee + Spouse                                                         | 0 2 0 2      | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                | \$1,600.19                                                             |  | \$1,181.73                       | \$1,337.01                                                       | \$1,445.32                                                             |
| Employee + Child(ren)                                                     | 0 1 0 0      | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                | \$1,520.57                                                             |  | \$1,122.53                       | \$1,270.03                                                       | \$1,372.92                                                             |
| Family                                                                    | 0 1 0 0      | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                | \$2,555.94                                                             |  | \$1,892.55                       | \$2,141.23                                                       | \$2,314.70                                                             |
| Monthly Premium by Plan                                                   | 0 13 1 5     | \$0.00                           | \$12,090.71                                                      | \$721.33                  | \$5,613.01                                                             |  | \$0.00                           | \$12,090.71                                                      | \$721.33                                                               |
| Total Monthly Premium                                                     | 19           |                                  | \$18,425.05                                                      |                           |                                                                        |  |                                  | \$18,425.05                                                      |                                                                        |

| CITY COUNCIL AGENDA ITEM |                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager                                                                  |
| FROM:                    | Matt Seeley, Electrical Engineering Project Supervisor, and<br>Ashlie Gossett, Chief Financial Officer |
| DATE:                    | 07/17/2024                                                                                             |
| SUBJECT:                 | Resolution No. 2174-2024 Adopting Outdoor Lighting Service Rates for<br>Beaches Energy Services        |

### BACKGROUND

The City will install, operate, and maintain outdoor lighting systems at our customers' request where possible throughout the Beaches Energy Services (BES) territory. The existing rate resolution was adopted in 2005 and provided a three-year repayment period for lighting installations.

Since that time, there have been significant advancements in lighting technology. Parts for our existing inventory of high-pressure sodium and mercury vapor light fixtures have become increasingly difficult to acquire, leading to rising costs. We are now facing the necessity of transitioning from older, less efficient lighting technologies to modern Light-emitting Diode (LED) technology. LEDs offer improved energy efficiency, longer lifespans, and reduced maintenance costs, aligning with industry standards.

As we transition to LED technology, the City seeks to implement a new rate structure in Resolution No. 2174-2024 to reflect the long-term benefits and upfront costs associated with this upgrade. All new LED installations will come with a 10-year warranty. Under the new structure, for all new service contracts, customers will pay the cost for installation up front. The monthly service charge will then cover the future average 10-year replacement cost.

While the energy consumption of LEDs is significantly lower (typically less than half of what it was with high-pressure sodium and mercury vapor lights), the costs of the LED technology are higher. As a result, the service charge for some types of lighting will increase to account for the future replacement costs, but the energy charge will be less, ensuring the sustainability of the lighting service over time.

### FINANCIAL IMPACT

This resolution enables the City to recover the true cost of installing new outdoor lights requested by customers. Additionally, the proposed monthly rates reflect the cost of providing ongoing maintenance and replacement of the lighting fixtures over time. The attached comparison chart shows that the rates for half of the lighting types are being reduced. The marked increase in the historical post top category reflects the premium cost of these decorative fixtures.

### REQUESTED ACTION

Adopt/Deny Resolution No. 2174-2024 Adopting Outdoor Lighting Service Rates for Beaches Energy Services



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ATTACHMENTS

1. Resolution 2174-2024 Comparison Chart
2. Resolution 2174-2024 Electric Outdoor Lighting Services
3. Outdoor Lighting Service Agreement

## Resolution 2174-2024 - Comparison Chart

| New Description Rate Class          | New Rate | Old Description Rate Class                        | Old Rate | \$ Chg   | % Chg  |
|-------------------------------------|----------|---------------------------------------------------|----------|----------|--------|
| Standard Post Top                   | \$10.58  | Colonial 100 watt high pressure sodium luminaire  | \$6.10   | \$4.48   | 73.4%  |
|                                     |          | Park-Pak 100 watt high pressure sodium luminaire  | \$6.10   | \$4.48   | 73.4%  |
| Historical Post Top                 | \$23.44  | GranVille 70 watt metal halide luminaire          | \$11.35  | \$12.09  | 106.5% |
|                                     |          | GranVille 100 watt high pressure sodium luminaire | \$9.44   | \$14.00  | 148.3% |
| Urban Roadway – Small               | \$7.40   | Cobra 70 watt high pressure sodium luminaire      | \$7.37   | \$0.03   | 0.4%   |
|                                     |          | NEMA 100 watt high pressure sodium luminaire      | \$6.10   | \$1.30   | 21.3%  |
|                                     |          | NEMA 175 watt mercury vapor luminaire             | \$8.12   | -\$0.72  | -8.9%  |
| Urban Roadway - Medium              | \$11.99  | Mongoose 250 watt metal halide luminaire          | \$13.84  | -\$1.85  | -13.4% |
| Major Roadway – Medium              | \$11.99  | Cobra 250 watt high pressure sodium luminaire     | \$12.05  | -\$0.06  | -0.5%  |
| Major Roadway - Large               | \$13.96  | Cobra 400 watt high pressure sodium luminaire     | \$15.47  | -\$1.51  | -9.8%  |
|                                     |          | Cobra 700 watt high pressure sodium luminaire     | \$24.41  | -\$10.45 | -42.8% |
| Area Flood Light (discontinued)     | \$17.03  | Flood 1,000 watt metal halide                     | \$36.90  | -\$19.87 | -53.8% |
| Wildlife Friendly Standard Post Top | \$11.72  | None – New Offering                               |          |          |        |
| Wildlife Friendly Roadway - Large   | \$15.48  | None – New Offering                               |          |          |        |
| Architectural Post Top              | \$37.26  | None – New Offering                               |          |          |        |

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2174-2024**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A SCHEDULE FOR RATES, SIZES, AND STYLES FOR OUTDOOR LIGHTING SERVICES PROVIDED BY BEACHES ENERGY SERVICES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City provides outdoor lighting services, previously known as private rental lights and public streetlights, within the Beaches Energy Services service territory; and

**WHEREAS**, the public lighting industry is moving toward LED technology, which promotes energy conservation, reduces environmental impact, lowers maintenance costs, and eliminates the use of hazardous materials; and

**WHEREAS**, the rate structure adopted in Resolution No. 1728-2005 allowed customers to spread the capital costs over the first three years under the “First Three Years” rate, but with the transition to LED lighting and the introduction of ten (10)-year warranties, the City seeks to change to pre-pay model to better align the rate structure with the long-term benefits of these new technologies; and

**WHEREAS**, Chapter 32 of the Code of Ordinances of the City, authorizes the City Council to adopt by resolution rates, charges, and fees for the City’s utilities.

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

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

**SECTION 2. Schedule of Rates and Fees.** The following schedule of rates and fees to be imposed, assessed, and collected by the City for outdoor lighting services furnished by the city to its customers, including the initial installation charges, is hereby adopted and established:

- A. Installation Fee.** The installation fee shall be the cost to install the outdoor service light. The cost shall be the sum of the labor, materials, and equipment required to complete the detailed scope of work provided in the Outdoor Lighting Service Agreement (**Attachment B**) between the customer and City. Customers will be provided a calculation of cost before executing the Agreement and that cost shall be valid for 90 days.
- i. Labor – calculated as the prevailing labor rates for the required crew and time needed to complete the scope of work.
  - ii. Materials – calculated as inventory value or purchase price as of the scope of work estimate date.

- iii. Equipment – calculated as the equipment rate for the required equipment and time needed to complete the scope of work.

**B. Monthly Rate Schedule.** The following schedule of rates and charges to be imposed, assessed and collected by the City per light per month:

| Outdoor Light Description             | Approximate Wattage Range (watts) | Approximate Lumen Range | Established Monthly Kilowatt Hour Consumption | Monthly Service Charge (\$) |
|---------------------------------------|-----------------------------------|-------------------------|-----------------------------------------------|-----------------------------|
| Standard Post Top                     | 50 - 59                           | 5,000 – 6,000           | 21                                            | \$10.58                     |
| Historical Post Top                   | 30 - 39                           | 5,000 – 6,000           | 14                                            | \$23.44                     |
| Architectural Post Top                | 40 - 49                           | 4,000 – 5,000           | 17                                            | \$37.26                     |
| Urban Roadway – Small                 | 60 - 69                           | 6,000 – 7,000           | 25                                            | \$7.40                      |
| Urban Roadway – Medium                | 140 - 149                         | 16,000 – 17,000         | 55                                            | \$11.99                     |
| Major Roadway – Medium                | 130 - 139                         | 17,000 – 18,000         | 52                                            | \$11.99                     |
| Major Roadway – Large                 | 200 - 209                         | 26,000 – 27,000         | 79                                            | \$13.96                     |
| Wildlife Friendly - Standard Post Top | 30 - 39                           | 900 - 1,000             | 14                                            | \$11.72                     |
| Wildlife Friendly Roadway – Large     | 90 - 99                           | 3,000 - 4,000           | 37                                            | \$15.48                     |
| Area Flood Light (discontinued)       | 390 - 399                         | 48,000 - 49,000         | 152                                           | \$17.03                     |

**C. Bulk Power Cost Adjustment.** The energy charge in any billing month hereunder shall be increased or decreased by an amount per kilowatt hour as may be necessary to accommodate the increased or decreased cost of bulk power electricity purchased by the City.

**SECTION 3. Installation Locations.** Public outdoor lighting may be installed on existing wooden, metal, and concrete poles for incorporated cities and other governmental authorities or at any other location as per the policies set forth by Beaches Energy Services and as noted in the Outdoor Lighting Service Agreement (**Attachment B**).

**SECTION 4. Lighting Substitutions.** The City may at its option substitute lighting fixtures that meet or exceed the category standards; however, if such substitutions take place the monthly rate will not be changed at that time. Lights installed prior to this resolution will be reclassified to the newly established categories as per the table in **Attachment A**.

**SECTION 5. Repeal of Prior Inconsistent Resolutions and Council Decisions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict. Resolution No. 1728-2005 is hereby repealed in its entirety and replaced with this restated resolution.

**SECTION 6. 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 7. Effective Date.** This resolution shall become effective January 1, 2025.

**AUTHENTICATED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, City Attorney

## Attachment A

### RECLASSIFICATION TABLE

| <b>NEW DESCRIPTION RATE CLASS</b><br><i>(Rate Resolution No. 2174-2024)</i> | <b>PREVIOUS DESCRIPTION(S) RATE CLASS</b><br><i>(Rate Resolution No. 1728-2005)</i>                                                   |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Standard Post Top                                                           | Colonial 100 watt high pressure sodium luminaire<br>Park-Pak 100 watt high pressure sodium luminaire                                  |
| Historical Post Top                                                         | GranVille 70 watt metal halide luminaire<br>GranVille 100 watt high pressure sodium luminaire                                         |
| Architectural Post Top                                                      | None – New Offering                                                                                                                   |
| Urban Roadway – Small                                                       | Cobra 70 watt high pressure sodium luminaire<br>NEMA 100 watt high pressure sodium luminaire<br>NEMA 175 watt mercury vapor luminaire |
| Urban Roadway - Medium                                                      | Mongoose 250 watt metal halide luminaire                                                                                              |
| Major Roadway – Medium                                                      | Cobra 250 watt high pressure sodium luminaire                                                                                         |
| Major Roadway - Large                                                       | Cobra 400 watt high pressure sodium luminaire<br>Cobra 700 watt high pressure sodium luminaire                                        |
| Wildlife Friendly Standard Post Top                                         | None – New Offering                                                                                                                   |
| Wildlife Friendly Roadway - Large                                           | None – New Offering                                                                                                                   |
| Area Flood Light (discontinued)                                             | Flood 1,000 watt metal halide                                                                                                         |

**Attachment B**

**OUTDOOR LIGHTING SERVICE AGREEMENT**

## **BEACHES ENERGY SERVICES OUTDOOR LIGHTING SERVICE AGREEMENT**

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as the **Customer**, and Beaches Energy Services, hereinafter referred to as the **Seller**, shall be for the provision of outdoor lighting service to the Customer by the Seller under the following conditions:

### **1. Scope of Services**

The Seller will provide, install, operate, and maintain outdoor lighting systems, which include the light fixture(s), bracket(s), and photocontrol(s), using existing poles where possible. The lighting will be connected to ensure that its power usage is separate from the Customer's electric meter. If needed, the Seller will install new poles to support the lighting system. Please refer to **Appendix A** for a map of the lights covered under this agreement.

### **2. Seller and Customer Responsibilities**

The lighting equipment shall remain the property of the Seller. Customer shall protect the lighting equipment from damage. If a light requires maintenance, the Customer shall permit authorized representatives of the Seller to access the Customer's premises as needed. The Customer agrees to have trees and other forms of vegetation trimmed or removed as necessary for the purpose of maintaining the lighting equipment and/or for illumination. Seller shall not be responsible for aesthetics of the equipment. However, if Customer wishes to paint equipment, it shall request permission from Seller to do so prior to work commencing.

### **3. Indemnification**

Customer agrees to defend, at its own expense, and indemnify the Seller for any and all claims, losses, and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance, or removal of the equipment.

### **4. Payment Terms**

The Customer agrees to make an upfront payment of \$\_\_\_\_\_ for the installation and setup of the outdoor lighting system, as outlined in **Appendix B**. This payment will cover all necessary equipment, labor, and any additional costs required to complete the work. The Seller will not proceed with the installation until full payment is received. Ongoing service and maintenance costs will be billed monthly, as specified in this agreement.

**5. Monthly Service Charges**

During the term of this Agreement, the Customer shall pay the Seller monthly for (1) the lighting service charge(s) per unit, and (2) the Bulk Power Cost Adjustment for the kilowatt hour consumption per unit. Both of these rates may be adjusted by resolution from time to time. Upon request, Seller shall provide Customer with a copy of the current approved resolution.

**6. Lighting Substitute**

The equipment shall be repaired or replaced with the closest available light and/or pole and associated rate(s) should parts or equipment become unavailable.

**7. Termination of Agreement**

This agreement may be cancelled by either party withat least thirty (30) calendar days written notice.

**CUSTOMER**

**BEACHES ENERGY SERVICES**

Accepted: \_\_\_\_\_  
(Signature)

Accepted: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Print Witness Name)

Customer's Mailing Address:

Location of Lighting Equipment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Appendix A.**

Map of lights covered under this agreement and scope of work to be completed.

## **Appendix B: Payment Terms**

1. Date Cost Provided:
2. Upfront Payment Calculation
3. Monthly Service Charge Calculation
4. Summary of Charges

| Description                                    | Amount    |
|------------------------------------------------|-----------|
| <u>Total Upfront Costs</u>                     | <u>\$</u> |
| <u>Total Calculated Monthly Service Charge</u> | <u>\$</u> |

5. Notes
  - All charges are subject to adjustment as outlined in this agreement.
  - Prices are valid for 90 days from the date provided above.
  - The Seller will provide the Customer with a copy of the current rates Resolution upon request.

| CITY COUNCIL AGENDA ITEM |                                                  |
|--------------------------|--------------------------------------------------|
| TO:                      | Michael J. Staffopoulos, City Manager            |
| FROM:                    | Jason Phitides, Director of Parks and Recreation |
| DATE:                    | 09/20/2024                                       |
| SUBJECT:                 | Revised Special Events Policy                    |

### BACKGROUND

At City Council Briefings on April 8<sup>th</sup> and September 9<sup>th</sup> this year, the City Council agreed that adjustments to the Special Events Policy were necessary.

In summary, the major revisions to the policy include the following:

- Expanded the definition of a Special Event to include the means to regulate unauthorized events.
- Included additional detail to Chapter 2, the Application Requirements and Conditions for Permit issuance, to ensure stronger internal controls during the application process and permit phases.
- Added Chapter 3 to provide for the Denial of a Special Event Application.
- Added Chapter 4 to afford an appeal process for the denial of an application or the cancelation of a permit.

Other noteworthy amendments to the policy include:

- Not allowing events to be scheduled for the seven days on either side of the 4<sup>th</sup> of July holiday.
- Reducing the number of Festivals allowed annually from 12 to 10.
- Including provision for service animals at Special Events to comply with ADA regulations.
- Adding language to prohibit obscene, indecent and profane content at special events.

A copy of the revised policy is attached, where underlined text indicates addition to the original text while strike through text indicates deletion from the original text. Changes recommended by the City Council at the September 9th Briefing are highlighted in yellow.

### FINANCIAL IMPACT

No financial impact is anticipated.

### REQUESTED ACTION

Adopt/Deny Resolution No. 2182-2024 adopting the revised Special Events Policy

### ATTACHMENTS

1. Revised Special Event Policy Nov 2024
2. Resolution 2182-2024 Special Events Policy



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3. Attachment A to Resolution 2182-2024

# CITY OF JACKSONVILLE BEACH SPECIAL EVENT POLICY

*Department of Parks and Recreation*

~~December 2023~~ Revised November 2024



2508 South Beach Parkway  
Jacksonville Beach, Florida 32250

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PURPOSE

The purpose of this policy is to outline the requirements to hold a Special Event on the public property of the City of Jacksonville Beach, hereafter called the City. These requirements are intended to safeguard event participants and the public property belonging to the citizens of Jacksonville Beach. A Special Event is reasonably expected to require, for its safe and successful execution, the coordination of City services or the organization of the Special Event to a degree above that which the City provides under ordinary, everyday circumstances. City staff will maintain clear and transparent processes and procedures consistent with this policy.

## CHAPTER 1. DEFINITIONS

## 1.01 DEFINITIONS

- A. ~~Special Event or Event.~~ Special Event or Event shall mean any preplanned meeting, activity, parade, or gathering of a group of persons, animals, or vehicles, or a combination thereof, having a common purpose to be held at the ~~Seawalk Pavilion, Pavilion lawn, and/or Latham Plaza.~~ Facility Rental Area, or on the beach proper, or in the ocean. The term Special Event includes, but is not limited to, Festivals (as defined below), fundraisers, exhibitions, musical performances, races, parades, walks/runs, athletic events, fairs, and markets, etc.

The City does not permit Special Events, Festivals or publicly promoted gatherings on any other public property.

Unauthorized events include any events or gatherings that are publicly promoted and have not successfully completed the Special Events application process.

Unauthorized or unpermitted events held on City property shall be subject to law enforcement action as authorized by Florida Statutes, including but not limited, to §§316.1891 and 877.03, F.S.

No Special Event shall utilize the Latham Municipal Parking Lot during paid parking season. Approved exceptions are ~~(per City Council vote)~~: Springing the Blues, Opening of the Beaches Parade, Oktoberfest, and the Air Show.

Special Events, other than Festivals, may be held between the hours of 6:00 AM and 10:00 PM. Sound levels at all Special Events must comply with the City's noise ordinance. The length of a Special Event, which is not a Festival, is limited to two consecutive days.

- B. Facility Rental Area. The Facility Rental Areas are defined as the Sea Walk Pavilion, Latham Plaza, and the municipal parking lot as outlined in Appendix 1.
- C. Event Producer/Event Co-Producer. Event Producer shall mean the person who is financially responsible for all fees, deposits, damages, or other charges for holding a Special Event in the City and is considered the applicant for the event. The Event Producer has the authority to make decisions regarding the Special Event, including cancellation of the Special Event due to weather conditions or for other reasons. The holder of the

Alcoholic Beverage Temporary License/Permit shall be considered to be co-Event Producer of the Special Event and will be required to sign the Special Event Permit.

The Event Producer serves as the point of contact for inquiries and issues that need to be resolved. It is a requirement that the Event Producer is present for the permit meeting as well as the site walkthroughs, both prior to and after the Special Event.

- D. Certified Crowd Manager. The Certified Crowd Manager responsibilities include but are not limited to: keeping entrances/exits clear, preventing overcrowding, assisting orderly evacuation during an emergency, and/or identifying attendees who may potentially cause problems. All Special Events with expected participation of over 500 individuals will be required to have at least one Certified Crowd Manager and the City reserves the right to determine the required number of Certified Crowd Managers based on the size and scope of the Special Event. Certification can be obtained through an online course.
- E. Special Event Committee. The Special Event Committee, whose members are appointed by the City Manager, is responsible for reviewing and approving each application to hold a Special Event. The Special Event Committee is presently comprised of the following individuals or their designees: Parks and Recreation Director as Chairperson; Special Events Coordinator; Police Chief; Fire Marshal; Director of Public Works; JFRD Special Events Coordinator; and Ocean Rescue Supervisor.~~or their designees. Each City department is responsible for establishing the guidelines and requirements for each Event relevant to department operations. Guidelines and requirements should be reviewed on an annual basis and revised accordingly.~~ The Special Event Committee meets with each Event Producer after an application has been submitted and reviews logistics and planning for the Special Event's successful production.
- F. Special Event Permit. A Special Event Permit is a permit issued after all requirements are met by the Event Producer and all applicable advance fees are paid. The Special Event Permit will cover the Event Producer and their selected vendors. A Special Event Permit must be issued for each Special Event. Additional permits and licenses may be required for tents, alcohol, outside vendors, signs, banners, electricity, and miscellaneous construction. No person shall engage in, participate in, aid, form, or start any Special Event unless a Special Event Permit has been obtained from the Special Event Committee. Once a Special Event Permit is issued it is non-transferrable to any other persons or entities.
- G. Festival. Festival shall mean an event held at the Facility Rental Area ~~Seawalk Pavilion, the Pavilion lawn, Latham Plaza, and/ or the municipal parking lot~~ which includes alcohol sales, distribution, and/or consumption and will exceed four hours in duration. It is the intention of the City not to allow an event that includes the sale, distribution and/or consumption of alcohol if the event is less than four hours in length. However, an event that provides alcohol for consumption as an ancillary supplement, might not be classified a Festival. For example, a run/race that offers beer to runners at the completion of the run is not classified a Festival. The Special Events Committee shall determine whether an event meets the criteria to be classified either a Festival or Special Event. Special Events where

alcohol is an ancillary supplement, are subject to the same requirements outlined under paragraphs 1 and 2 in Section 1.02 (D). ~~A City-produced Event is not to be considered a Festival.~~

- H. Alcohol. For the purposes of this policy, the words Alcohol and Alcoholic Beverage shall mean beer and/or wine only and do *not* include mixed drinks containing beer, wine, liquor or other distilled spirits. Only beer and/or wine may be sold, distributed, and/or consumed at Festivals.

## 1.02 EVENT TYPES

It is the intent of the City to prioritize Special Events in the order in which they are listed below. The City may not approve a Special Event on a City-recognized holiday or a holiday adjacent to a weekend. The City will not approve a non-City produced Special Event or Festival on a City-recognized holiday or on a weekend adjacent to a City-recognized holiday. City recognized holidays are:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) Memorial Day
- 5) Juneteenth
- 6) 4<sup>th</sup> of July
- 7) Labor Day
- 8) Veteran's Day
- 9) Thanksgiving Day
- 10) Friday after Thanksgiving Day
- 11) Christmas Eve
- 12) Christmas Day

No Special Event may be scheduled seven days prior to, or seven days after the 4<sup>th</sup> of July holiday in any year.

### A. City-produced Events.

City-produced Events are Special Events produced and managed by the City and authorized by City Council vote each year. The City Manager is authorized to reschedule a City-produced Event if the need presents itself. City-produced Events may be held on holidays or holiday adjacent on a weekend before or after a holiday.

### B. Co-sponsored Events.

Co-sponsored Events are Special Events that are planned and conducted by an outside nonprofit organization with the assistance of City staff time, equipment, public safety services, and/or the use of facilities. The nonprofit organization must provide a notarized income statement and balance sheet which provide sufficient detail to demonstrate the sources and uses of revenue generated by the Special Event. Co-sponsored Events shall not allow the sale, distribution, or consumption of Alcohol. Co-sponsored Events may be

held on holiday or holiday adjacent weekends. To qualify, nonprofit organizations must meet the requirements of the Co-Sponsorship Policy and fill out a separate application for review and approval. See Appendix 2 Co-Sponsorship Policy.

C. Beach/Ocean Events.

1. Beach/Ocean Events are Special Events which take place in whole or in part on the beach proper or in the ocean. This includes, but is not limited to, athletic events such as soccer tournaments, volleyball tournaments, surf contests, obstacle courses, walks/runs/swims, etc. Beach/Ocean Events require the same permit process and authorization as any other Special Event as defined in Section 1.01 paragraph A.
2. Beach/Ocean Events are also subject to the conditions and restrictions outlined by the Florida Department of Environmental Protection (FDEP) Requirements for Special Events Located Seaward of the Coastal Construction Control Line. The City's current FDEP Blanket Field Permit will cover normal FDEP Field Permit requirements and is authorized to permit Special Events that meet its requirements. Should the Special Events Committee determine that additional permitting is required, the applicant will be required to contact the FDEP or other State agency or organization for additional approval.
3. The Ocean Rescue Supervisor may determine if Ocean Rescue services are required depending on the scope of the Beach/Ocean Event. The Ocean Rescue Supervisor or his/her designee has the authority to cancel or suspend an event based on dangerous conditions or any other safety concerns. Athletic camps must register through the City Clerk's Office and receive a permit from the City Clerk's Office.
4. Sea Turtle Nesting Season: Sea Turtle Nesting season is May 1 through October 31 and requires additional restrictions during this time, including but not limited to, usage of lights and placement of structures on the beach proper.
5. Any Special Event that takes place in the ocean must be at least 300 feet away from the North or South side of the fishing pier.
6. Coordination with the Jacksonville Beach Ocean Rescue Supervisor, or his/her designee, must take place to ensure the success of these Special Events. The Supervisor's guidance is required to ensure safety.
7. Rental fees and security deposits are required for Special Events held on the beach.
8. If there is an unauthorized and unpermitted Special Event on the beach, the City Manager or designee shall have the authority to cancel and suspend said Special Event.

#### D. Festivals.

A Festival is a Special Event held at the Facility Rental Area ~~Seawalk Pavilion, Seawalk Pavilion lawn, Latham Plaza, and/ or the municipal parking lot~~ that includes alcohol sales, distribution, and/or consumption.

Before issuance of a Special Event Permit, the Event Producer must secure a required State Temporary License/Permit for the sale of alcoholic beverages from the Department of Business and Professional Regulation and secure liquor liability insurance in the amount of two million dollars (\$2,000,000). A copy of all state temporary alcoholic beverage permits and alcohol insurance must be provided to the Parks & Recreation Department 20 calendar days before the Special Event. The person or entity who holds the temporary alcohol permit must submit their most recent IRS 990 form with their Special Event Application.

The number of alcohol permits per entity that may be approved by the City are limited by the Code of Ordinances, Chapter 4 sec.4-2(a).

##### 1. Alcohol Requirements and Distribution:

- a. The entire area where alcoholic beverages will be sold, distributed, and/or consumed must be defined and fenced and clearly marked with signs stating “No alcohol beyond this point”. The Fire Marshal will set the required number of entrances and exits based on the size and scope of the Special Event.
- b. Jacksonville Beach Police Department presence is required for any and all Festivals. The number of officers required will be determined by the Chief of Police or his/her designee, based on, but not limited to, the number of entrances and exits to the designated alcohol area, as well as the size and scope of the Special Event. Additional police presence may be requested with an “extra duty officer form” and must be submitted with the Special Event application.
- c. Regardless of Jacksonville Beach Police Department presence, it is the responsibility of the Event Producer to ensure all participants meet the minimum drinking age requirements.
- d. All additional charges for extra duty police officers will be the responsibility of the Event Producer and shall be paid directly to the Jacksonville Beach Police Department.
- e. The following sales and/or promotions are **prohibited**:
  - “All you can drink” events
  - “Unlimited alcohol” with any kind of ticket or wristband purchase.
  - “Buy one, get one free” sales
  - Using alcohol as an inducement to purchase a ticket into a VIP or paid,

priority seating area

- f. Cup sizes are limited to a maximum of 16 ounces.
  - g. Last call for alcohol announcements must be made no later than 30 minutes prior to the end of the Special Event. During the last-call time period, all alcohol sales are limited to one drink per person. Alcohol sales are required to cease no later than 15 minutes prior to the end of the Special Event. All last-call activities will be monitored and enforced by the Jacksonville Beach Police Department.
2. Liquor Liability: If Alcoholic Beverages are being sold, distributed, or consumed at a Festival or Special Event, the Event Producer must provide the City with a Liquor Liability Endorsement or a separate insurance policy in the amount of two million dollars (\$2,000,000). A copy of the Certificate of Insurance must be provided to the Parks & Recreation Department naming the City as Additional Insured.
  3. Length and frequency of Festivals: Only one Festival may be held per month. The total number of Festivals per calendar year is limited to 10. Festivals occurring in October through February may be two consecutive days; Festivals occurring in March through September may be one day in length. Approved exceptions are: ~~(per City Council vote):~~ Florida Fin Fest, which may be two days in duration; Springing the Blues and the Air Show which may be three consecutive days. In years that the City of Jacksonville Beach hosts the Air Show, no additional Festival may be held ~~within two weeks of the Air Show (i.e., there will be no Festival scheduled~~ on either the weekend prior to the Air Show or on the weekend following the Air Show).

Festival hours are restricted to:

Fridays: 5:00PM until 10:00PM

Saturdays: 12:00PM until 10:00PM

Sundays: 12:00PM until 8:00PM

## CHAPTER 2. ~~APPLICANT'S PROCEDURAL SYSTEM~~ APPLICATION FOR SPECIAL EVENT

### 2.01 APPLICATION REQUIREMENTS

- A. Any person, firm, corporation, or business, either for profit or not-for-profit, seeking to conduct a Special Event in the City for which a Special Event Permit is required shall file an application for a Special Event Permit using the application form and instructions published by the City. A Special Event application must be completed in full and submitted to the Parks & Recreation Department at least 90 days prior to the Special Event date. A completed Special Event Application must be received no later than 90 calendar days before the date of the event and no earlier than 365 calendar days before the date of the event. **Submission of an application does not constitute issuance of a permit.**
- B. No person, organization, firm or corporation shall conduct, participate in, advertise for or in any way promote, organize, control, manage, solicit or induce participation in a Special

Event unless a Special Event Permit has first been obtained from the City.

- C. To secure a Special Event Permit, the Event Producer must meet all stipulations and any requirements specified at the Special Events Committee meeting, if one is held, and is responsible for obtaining all required local and state permits and licenses.
- D. The Event Producer must submit the advance fees to the Special Events Coordinator not less than 45 calendar days before the date of the Special Event.
- E. The Event Producer must submit a copy of all required permits, temporary licenses, and insurance certificates, if applicable, to the Special Events Coordinator not less than 20 calendar days before the date of the Special Event.
- F. If all stipulations, requirements, and timeline due dates are met by the Event Producer, and there are no conflicting Special Event dates on the calendar, and if all required permits, temporary licenses, insurance certificates, if applicable, security deposit and advance fees are received from the Event Producer, the Parks & Recreation Director or designee may issue the Special Event Permit not less than 10 calendar days prior to the Special Event date. The Special Event Permit may be issued earlier than 10 calendar days prior to the event date provided all conditions have been met.
- ~~A. Site maps including plans for portable restrooms, trash management, inflatables, carnival rides and routes.~~
- ~~B. Additional Requests for City's services (e.g. extra duty police officers).~~
- ~~C. Road Closure: The standard road closure area is 1<sup>st</sup> Street North between 1<sup>st</sup> Avenue North and the North entrance to the municipal parking lot, which will be required for all Events that occupy both the SeaWalk lawn and Latham Plaza. All additional road closures for Events will be determined by the Police Department and Fire Marshal. The Police Department will not permit road closures adjacent to commercial businesses unless necessary for public safety. MOVED TO GENERAL POLICIES SECTION~~

## 2.02 SCHEDULING

- A. The Special Event calendar ~~will be~~ is managed ~~by~~ within the Parks and Recreation Department ~~the Special Events Coordinator.~~ The City reserves the right to limit the number of Special Events during each calendar year. Factors that are considered when scheduling include but are not limited to: size and scope of the Special Event; infrastructure and City staff available to support the Special Event; potential conflicts with other Special Events or park users, degree of impact on the park and surrounding neighborhood; and Event Producer's plan to manage the Special Event.
- B. First right of refusal goes to annual Special Events that have taken place at least five consecutive years. If an applicant submits an application for a Special Event or Festival in which an annual Special Event has occurred at least five consecutive years or longer, the

annual Event Producer will be notified, and has five business days to submit an application and deposit to hold that date, or rights are forfeited. First right of refusal is forfeited and restarts if an event is canceled by the Event Producer ~~and not due to safety related reasons~~ without sufficient cause, excluding safety related reasons.

- C. First right of refusal does not apply to events that do not meet the consecutive years requirement. If multiple applications are received for the same event date, the approved application will go to the first Event Producer to submit a completed application along with the required deposit fee.
- D. All applications shall be received by the Special Events Coordinator who, upon receipt, will review the details of the Special Event, address any concerns, and determine if it is appropriate to move forward with a Special Event Committee meeting.
- E. Prior to approval of the application, the Event Producer must make any requested adjustments as recommended by the Special Event Committee and remit the required deposit in order to secure the requested event dates. Failure to comply may result in denial of the application.

## 2.03 CONDITIONS FOR PERMIT

- A. All activities conducted as part of a Special Event are required to comply with the provisions of all City Code of Ordinances, the Special Event Policy, State and federal law, and the Americans with Disabilities Act (ADA) requirements and guidelines. Specific Code of Ordinances affecting Special Events include, but are not limited to: [Chapter 4, Alcoholic Beverages](#); [Chapter 18, Noise](#); [Chapter 19.5, Special Events and Festivals](#); [Chapter 20, Parks and Recreation](#); and [Chapter 34, Land Development Code](#). The ADA National Network also offers a [guide](#) to making Special Events accessible to people with disabilities.
  - 1. An Event Producer holding a Special Event Permit must abide by all policies, procedures, and stipulations outlined in the Special Event Permit. Non-compliance may result in the event being canceled or shut down.
  - 2. An Event Producer who does not comply with the City's Code of Ordinances, Special Event Policy, ADA requirements and guidelines, or the conditions outlined in a Special Event Permit, and who does not pay all event fees and charges on time, shall forfeit the right to produce future events for the succeeding 2 years.
- B. The public area utilized shall be cleaned immediately following any Special Event and in all respects restored to its former condition within 24 hours after the Special Event, or such other period as fixed by written agreement or the Special Event Permit. A refundable security deposit may be required, to ensure that any damage is repaired and the premises returned to its previous condition.
- C. A Special Event Permit holder shall indemnify and hold the City harmless from any and all

claims, suits, actions, damages or causes of action arising as a result of the special event or of the condition of the premises on which the special event is held, including those arising during the event itself, and those arising during its preparation and removal before and after the event, for any personal injury or loss of life, or damage to or loss of property, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against any costs and attorneys' fees incurred in and about the defense of any such claims, and the investigation thereof.

- ~~D.~~ All permits necessary to conduct the Special Event shall be obtained and copies thereof provided to the City not less than 20 days prior to the first day of the Special Event, unless a shorter time period is agreed to by the City. Copies of all permits shall be on-site during the entire Special Event, including set up and break down periods

## ~~2.04 — LETTERS OF UNDERSTANDING AND OFF-SITE EVENTS~~

~~Organized Events, such as beach clean-ups or athletic tournaments, that will take place on a public street or area within the boundaries of the City, but not in the Pavilion Lawn or Latham Plaza, shall require a Letter of Understanding from the City. All requests must be made in writing to Parks and Recreation at least 30 days prior to the Event. Athletic camps require permitting through the City Clerk's office.~~ MOVED TO GENERAL POLICIES SECTION

~~For any Event that requires a public road closure, the Event Producer shall complete the road closure request form and submit it to Planning and Development at least 15 days prior to the Event for approval. Please refer to the Private Commercial Event Policy regarding tent permits and extension of premises for private business events.~~

MOVED TO GENERAL POLICIES SECTION

~~Motion picture filming within the boundaries of the City requires a Letter of Understanding from the City.~~ MOVED TO GENERAL POLICIES SECTION

## CHAPTER 3. DENIAL OF SPECIAL EVENT APPLICATION

The Special Event Committee may reject an application for reasons including, but not limited to the following:

- A. The City reserves the discretion to deny any application for a Special Event Permit.**
- B. The proposed Special Event would negatively impact the Facility Rental Area and/or landscaping and grounds.
- C. The proposed Special Event would produce unsanitary conditions or harm the environment.
- D. The proposed Special Event is of such size and scope to potentially surpass the City's ability to provide services or its ability to ensure the safety of the public or property, or the

City is unable to provide the services required by the applicant to conduct the Special Event due to budgetary or staffing constraints.

- E. The proposed Special Event and/or Event Producer is in violation of or has previously violated the City's Code of Ordinances, Special Event Policy, Special Event Permit requirements, or ADA requirements and guidelines; or fees and charges as outlined in the Fee Schedule Resolution were not paid within the designated timeframes.
- F. After-action reports completed by City staff following a Special Event previously produced by the applicant indicate that the Event Producer created unsafe conditions, or failed to correct event problems identified by City representatives at any time.
- G. The submission of false or inaccurate information in the Special Event Permit application, or failure to provide all information and documentation required by this policy, or failure to obtain all necessary permits, or failure to make payment of fees or charges, shall be cause for denial of the Special Event application.
- H. The Special Event application was not timely submitted, or the Special Event request (including any required attachments and submissions) was not fully completed and executed.
- I. The Event Producer is financially indebted to the City or to a partner agency.
- J. The Event Producer has not timely tendered the security deposit, permit fee or certificate of insurance.
- K. The Event Producer's prior Special Event created a burden on traffic, or neighborhood parking issues; or noise issues; or impacted on City services; or resulted in multiple or excessive citizen complaints.
- L. A special event reservation request for the same time and place has been received, and a special event permit has or will be granted to the prior applicant.
- M. The Special Event Committee may rely on other information, such as references from other agencies where the Special Event was held, to determine approval or denial of Special Event applications.

#### CHAPTER 4. APPEAL OF DENIAL OF SPECIAL EVENT APPLICATION OR CANCELLATION OF SPECIAL EVENT PERMIT

- A. The City of Jacksonville Beach will not be responsible for any economic loss or damage resulting from denial of a Special Event request, or cancellation of a Special Event Permit.
- B. Except as otherwise provided herein, an appeal of the decision of the Special Event Committee regarding a permit application shall be submitted to the City Manager for

consideration. The City Manager has the authority to deny or cancel a Special Event Permit for violations of the Special Event Policy or Special Event Permit or for failure to meet the requirements specified in either. The City Manager's decision to deny a Special Event Permit application will be final.

## CHAPTER 3 5. GENERAL POLICIES

- A. If any item under CHAPTER 5: GENERAL POLICIES” is violated, it may result in permit revocation or cancellation. These items are subject to police enforcement and may render the Special Event Permit null and void, thus cancelling the Special Event and possibly causing forfeiture of the opportunity to produce future Special Events. The Special Event may be shut down at the City Manager's discretion.
- B. Site Walkthroughs: Site walkthroughs are mandatory for Event Producers to attend. Site Walkthroughs are intended to determine if there are any issues with the hardscapes prior to the event, to inspect the facilities, and to return the keys to the facility post-Special Event.
- C. Banners and Promotional Materials: Advertising with banners and promotional materials are strictly prohibited until the date(s) and time(s) of said Special Event are approved in writing. Street banners may be requested through the Parks & Recreation Department and will have an associated cost of \$50.00 per banner.
- D. Portable Restrooms: The required number of portable restrooms will be determined by the Special Event Committee based on the number of expected participants. 5%, and no less than one of all portable toilets in each grouping of toilets must be ADA compliant per Special Event. Portable restrooms must be removed within 24 hours of the conclusion of the Special Event. All fees for portable restrooms are the responsibility of the Event Producer.
- E. Trash Removal: The Event Producer shall pay for dumpsters and receptacles as required and is responsible for removal of all waste from the Facility Rental Area. The number of dumpsters will be determined by the Special Event Committee based on the size and scope of the Special Event. The Event Producer will be responsible for any additional special maintenance services required.
- F. Food and Beverage Vendors: All precautions must be made to prevent food, debris, and grease from entering into the City's stormwater system. The Event Producer is responsible for ensuring that food vendors containerize all cooking materials, especially grease, and that any and all by-products are disposed of properly and removed from the City's premises. Food and/or beverage vendors may not use glass or glass containers and must serve all beverages in a plastic or paper cup. All tents and vendors are subject to inspection by the Fire Marshal per the Florida Fire Prevention Code.

- 
- G. Emergency Medical Service Requirements: Per City of Jacksonville and Jacksonville Fire and Rescue Department requirements, EMS services and associated fees are required to carry out Special Events with an expected crowd size larger than 500 participants and may be required for smaller Special Events based on the scope of the Special Event. The requirement increases incrementally per every additional 500 participants. All fees will be charged by and paid to the City of Jacksonville separate from the City of Jacksonville Beach.
- H. Ticket Sales: No Special Event will be considered that requires paid admission. Paid priority seating is allowed only in the SeaWalk Pavilion as long as at least one half (50%) of the SeaWalk Pavilion Lawn is open and free to the general public. Latham Plaza must remain free and open to the public.
- I. Noise Ordinance: Sound levels at all Special Events must conform to the City's noise ordinance and are the responsibility of the Event Producer. The City Manager or his/her designee may, at his/her sole discretion, establish a lower maximum noise level based on the location or other relevant circumstances relating to the specific Special Event or noisemaking device.
- J. Animals Prohibited: Except for service animals, animals are prohibited from Special Events unless specifically authorized by permission of the City Manager. An Event Producer may need to modify their policies regarding service animals. A service animal is a dog (or, in some cases, a miniature horse) that assists a person with a disability in performing one or more tasks related to their disability. Although Special Events have a "no pets" policy, a service animal is not a pet and must be allowed into any part of the Special Event that its handler is allowed to attend. By law, Special Event staff may only ask two questions of a service animal handler: 1) is this a service animal that is needed for the person's disability?; and 2) what task(s) is the animal trained to perform? Service animals must be housebroken and under the control of their handler at all times.
- Emotional support animals, comfort animals, and therapy dogs are not service animals under Titles II and III of the ADA because they have not been trained to perform a specific task like a service animal.
- Event Producers must ensure that accessible routes to all activities and amenities, registration, customer services counters, booths, signage, and portable restrooms comply with the ADA requirements and guidelines.
- K. Personal Property: All personal property must be removed from the premises by the final Site Walkthrough. Any property remaining will be deemed abandoned and will be removed by the City. The Event Producer will be billed if there are any fees associated with removal.
- L. Road Closure: The standard road closure area is 1<sup>st</sup> Street North between 1<sup>st</sup> Avenue North and the North entrance to the municipal parking lot, which will be required for all Special Events that occupy both the SeaWalk Pavilion and Latham Plaza. All additional

road closures for Special Events will be determined by the Police Department and Fire Marshal. The Police Department will not permit road closures adjacent to commercial businesses unless necessary for public safety. ~~For any Special Event that requires a public road closure, the Event Producer shall complete the road closure request form and submit it to the Planning & Development Department at least 15 days prior to the Special Event for approval. Please refer to the Private Commercial Event Policy regarding tent permits and extension of premises for private business events.~~

- M. Letter of Understanding (LOU): Organized activities such as beach clean-ups, ~~athletic tournaments~~, or motion picture filming that will take place on a public street or area within the boundaries of the City, but not in the Facility Rental Area, shall require a Letter of Understanding from the City. All requests must be made in writing to the Parks & Recreation Department at least 30 days prior to the Event activity.
- N. City employees, sitting members on the City Council or any City boards or agencies, or any immediate family members shall not have financial involvement in any Festival or Special Event and all public officials are expected to comply with the State of Florida's Code of Ethics.
- O. A Special Event Permit may be revoked by the City Manager or designee if conditions during the Special Event set-up or during the Special Event result in safety hazards or citations, or if the Event Producer or vendors fail to correct conditions identified by the City.
- P. If there are dangerous weather conditions, including lightning within five miles of the Facility Rental Area, the Special Event will be suspended. The Special Event may resume after a waiting period of 30 minutes with no additional lightning. Dangerous weather conditions will be determined by the City as a matter of public safety and will be communicated to the Event Producer.
- Q. Any unauthorized vehicles on the beach or on the boardwalk shall constitute noncompliance with the Special Event Policy and may render the Special Event Permit null and void, thus cancelling the Special Event and possibly causing forfeiture of the opportunity to produce future Special Events.
- R. Obscene, indecent, and profane content is prohibited from being used in all music, performances, and announcements made during a Special Event. Failure to comply with this requirement may result in cancellation of the Special Event and may cause forfeiture of the opportunity to produce future Special Events.

Obscene content does not have protection by the First Amendment. For content to be ruled obscene, it must meet a three-pronged test established by the Supreme Court: 1) It must appeal to an average person's prurient interest; 2) depict or describe sexual conduct in a "patently offensive" way; and 3) taken as a whole, lack serious literary, artistic, political or scientific value.

Indecent content portrays sexual or excretory organs or activities in a way that is patently

offensive but does not meet the three-prong test for obscenity.

Profane content includes “grossly offensive” language that is considered a public nuisance.

S. After-Action Reports shall be kept for all Special Events. The Special Event Committee will rely on the After-Action Reports to determine approval or denial of Special Event applications in succeeding years.

T. **Smoking: Smoking is prohibited at Special Events.**

#### ~~CHAPTER 5. APPLICATION DENIAL OR PERMIT REVOCATION~~

~~A Special Event permit shall not be issued if the Event Producer fails to meet requirements (e.g. permits, licenses, notifications, insurance, timeline due dates, security deposit, advance fees, etc.) stipulated in the Special Event Policy.~~

#### CHAPTER 6. INSURANCE REQUIREMENTS

- A. The City requires the Event Producer to provide the City with proof of Commercial General Liability Insurance coverage in the minimum amount of two million dollars (\$2,000,000).
1. The policy must provide coverage for general aggregate liability losses, personal and advertising injury, fire damage, medical expenses, and additional coverage for volunteer coverage, spectator liability, etc.
  2. The coverage shall be written on a “per occurrence” basis and shall be inclusive of “setup and tear down” dates.
  3. The City of Jacksonville Beach must be named as Additional Insured.
  4. Proof of insurance shall be in the form of a standard Accord Certificate of Insurance written by a licensed insurer acceptable to the City.
- B. Automobile Liability - Driving on the Beach

For all Event Producers and their representatives who wish to drive on the beach to set up or tear down for Special Events, the following automobile liability insurance is required:

1. The Event Producer must provide automobile liability insurance in the amount of two million dollars (\$2,000,000) combined single limit or two million dollars (\$2,000,000) per person bodily injury liability insurance in addition to general liability insurance.
2. The City of Jacksonville Beach must be named as Additional Insured. Certificates of Insurance must be submitted to the City within 20 calendar days of the Special Event;
  - a) If the vehicle is not personally owned, then “Hired Autos” and “Non-owned autos” insurance is required. This type of insurance is reflected in the

- automobile liability section of the insurance certificate;
- b) If the vehicle is titled and registered in the name of the organization, then “All Owned Autos” insurance is required. This type of insurance is reflected in the automobile liability section of the insurance certificate.
3. In the “Description” section of the certificate, indicate the make, model, year, and VIN of each vehicle and trailer which will be accessing the beach. Only those vehicles listed on the policy may be driven on the beach and approved in the permit.
4. Event Producers must obtain a beach driving permit that requires successful completion of beach driving classes provided by our Ocean Rescue Division.

## CHAPTER 7. FEES

- A. Fees and charges for Special Events are established and periodically adjusted by a resolution approved by the Jacksonville Beach City Council. All Special Event fees are intended primarily to offset the cost to the City resulting from such Special Events; therefore, except for City-produced, Co-sponsored, or contracted Special Events, the City does not waive Special Event fees for facility rentals, permits, licenses, or any other charges for City services. Any Event Producer requesting to hold a Special Event on City property or facilities must pay all required fees within the time frame designated.
- B. The Event Producer is responsible for any and all costs for City services as determined by the City.
- C. An Event Producer requesting to hold a Special Event on City property or facilities must pay the security deposit and all required Special Event fees prior to the issuance of the Special Event Permit. The security deposit may be utilized to pay for City staff, cleanup, maintenance, or repair if the site is not in a condition satisfactory to the City’s representative within 48 hours after the post-event inspection, unless extenuating circumstances exist and are agreed upon by City staff at the post-event Site Walkthrough.
- D. All fees, such as facility rental fees, security deposits, administrative fees, and banner fees must be paid for and presented to the City not less than 45 calendar days in advance of the Special Event.
- E. All required permits and temporary licenses, if applicable, must be paid and provided to the City not less than 20 calendar days in advance of the Special Event.
- F. All other fees (e.g., personnel costs, damage compensation, etc.) due to the City must be paid within 15 calendar days after the Special Event.
- G. The security deposit may also be used to pay for any other Special Event-related fees that remain outstanding 15 calendar days after the Special Event.
- H. The entire deposit will be refunded within 30 days after the Special Event, providing the deposit had been paid on time and the application had complied with all conditions

## CHAPTER 8. TIMELINE

| Calendar Days                   | Action Item                                                                                                                 | Reference      |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------|
| 90 days prior to Event date     | Event Producer must complete application and supporting documentation. Submit to the Parks & Recreation Department.         | Section 2.01 A |
|                                 |                                                                                                                             |                |
| 60 days prior to the Event date | Special Event Committee meeting with the Event Producer. Deposit payment required.                                          |                |
|                                 |                                                                                                                             |                |
| 45 days prior to the Event date | Final payment due (Event Producer)                                                                                          | Section 2.01 D |
|                                 |                                                                                                                             |                |
| 30 days prior to the Event date | Banner and/or road closure requests due (Event Producer)                                                                    |                |
|                                 |                                                                                                                             |                |
| 20 days prior to Event date     | All additional permits and insurance documents due (Event Producer)                                                         | Section 2.01 E |
|                                 |                                                                                                                             |                |
| 15 days prior to Event date     | Event Producer must notify local businesses affected by road closures; complete beach driver training course, if applicable |                |
|                                 |                                                                                                                             |                |
| 10 days prior to Event date     | The City will issue the final, signed <a href="#">Special Event Permit</a>                                                  | Section 2.01 F |
|                                 |                                                                                                                             |                |
| Event date                      |                                                                                                                             |                |
|                                 |                                                                                                                             |                |

|                                |                                                                                                                                |  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--|
| <b>15 days post Event date</b> | All other applicable fees due (damage or cost incurred by the City for cleaning). The City will then issue the deposit refund. |  |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--|

**APPENDIX 1 – FACILITY RENTAL AREA****FACILITY RENTAL AREA AND AREAS WHERE ALCOHOL MAY BE SOLD, DISTRIBUTED, AND/OR CONSUMED**

The following map defines: 1) Facility Rental and Road Closure Area; and 2) areas approved for the sale, distribution, and/or consumption of alcoholic beverages.

**A. Facility Rental Area A**

- a. The SeaWalk lawn area extends from the east side of 1<sup>st</sup> Street to the west side of the SeaWalk [boardwalk], and from the outer edge of the stage to the south side of the lawn.
- b. No more than 50 percent of the SeaWalk lawn area shall be designated for paid, priority seating. If fenced, the fencing will be erected along the north side of the most northern of the two 10-foot paved walkways in the middle of the SeaWalk lawn. Nothing shall be erected around the paid, priority seating area that would obstruct the view of any spectators at the festival. If anything is found to obstruct the view of spectators outside the paid, priority seating area, the producer will be required to remove it.
- c. At least one-half of Area A must remain open and free to the general public.
- d. Alcohol may be sold, distributed, and/or consumed in this area when the required fencing is in place.

**B. Facility Rental Area B**

- a. The Latham Plaza area extends from the west side of 1<sup>st</sup> Street to the east side of 2<sup>nd</sup> Street, and from the north side of the sidewalk on 1<sup>st</sup> Avenue North to the south side of the paver walkway located next to the north side of the Latham Plaza Parking Lot.
- b. Alcohol may be sold, distributed and/or consumed in this area when the required fencing is in place.

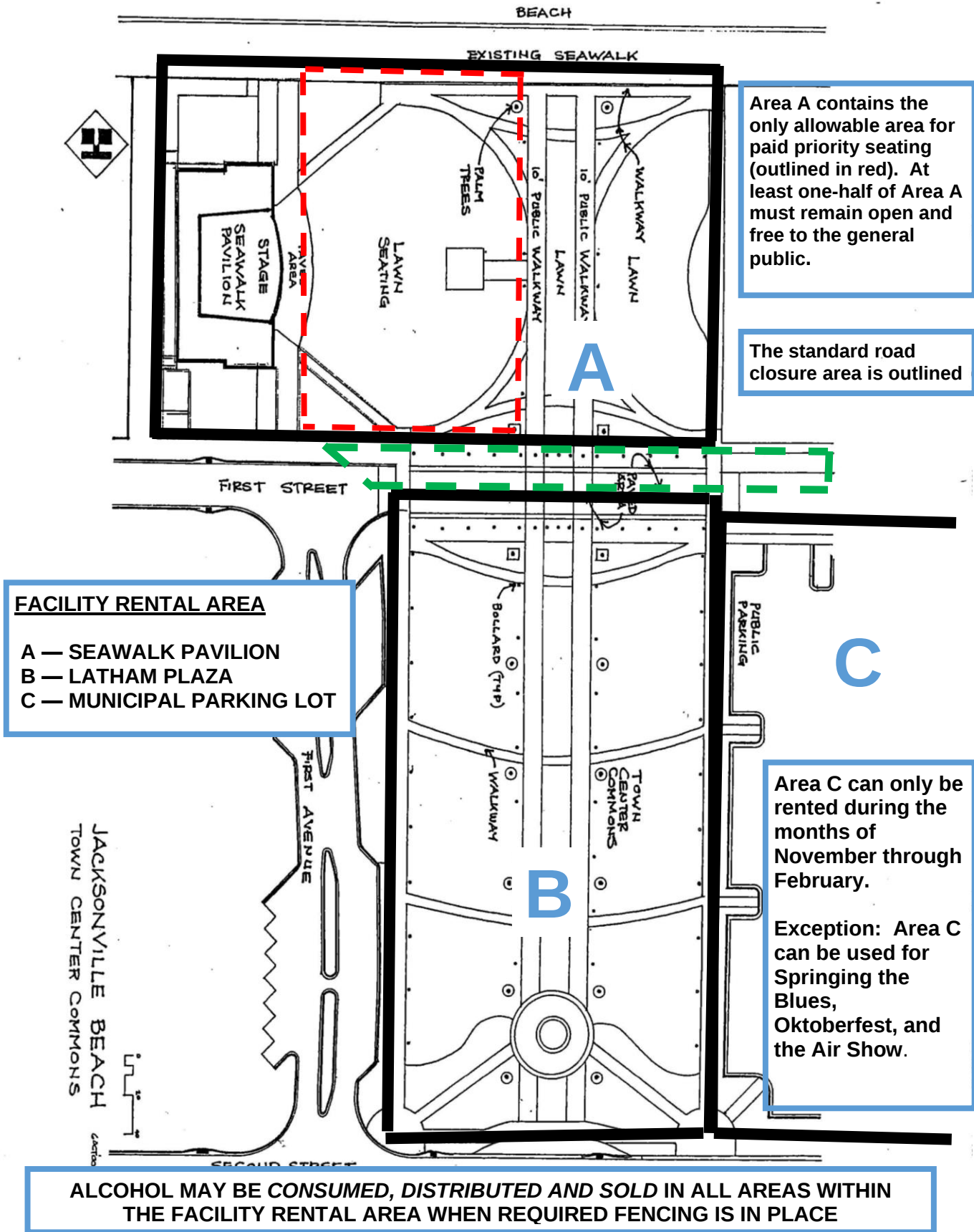
**C. Facility Rental Area C**

- a. Area C can only be rented during the months of October through February.
- b. Exception: Area C can be used for Springing the Blues, Oktoberfest and the Air Show.

**D. Road Closure Area**

- a. The standard road closure area is between the SeaWalk Pavilion and Latham Plaza - 1<sup>st</sup> Street North at 1<sup>st</sup> Avenue North, and 1<sup>st</sup> Street North northeast corner of Latham Parking lot and north of the Hotel's north parking lot entrance/exit.
- b. Additional road closures will be determined by the Police Department.

## FACILITY RENTAL AREA MAP



Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2182-2024**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH,  
FLORIDA, ADOPTING A REVISED SPECIAL EVENT POLICY;  
PROVIDING FOR ADOPTION OF RECITALS; REPEAL OF PRIOR  
INCONSISTENT RESOLUTIONS AND POLICIES; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, on August 7, 2017, the City of Jacksonville Beach City Council adopted a Special Event Policy to establish guidelines, policies, and procedures for special events held on City public property; and

**WHEREAS**, on January 19, 2021, the City Council adopted Resolution No. 2072-2020, which amended the Special Event Policy to include a co-sponsorship policy for non-profit organization events on City property; and

**WHEREAS**, on December 18, 2023, the City Council adopted Resolution No. 2165-2023 which amended the Special Event Policy to remove redundancy; and

**WHEREAS**, further revisions to the Special Event Policy are necessary to provide more effective and efficient support to ensure successful execution of Special Events on public property; and

**WHEREAS**, the Special Events Committee, chaired by the Director of the Parks and Recreation Department, have drafted the revised Special Event Policy, which is attached to and made a part of this Resolution; and

**WHEREAS**, the City Council finds the Special Event Policy serves legitimate public purposes, aids free events that are open and available to the general public, and benefits the public's health, safety, welfare and enjoyment of public property and facilities.

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

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

**SECTION 2. Adoption of Revised Policy.** The City Council hereby adopts the revised Special Event Policy attached hereto as Attachment A and incorporated by reference as if fully set forth herein.

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

**SECTION 4. Severability.** If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to

invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 5. Effective Date.** This Resolution shall become effective on November 1, 2024.

**AUTHENTICATED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Christine H. Hoffman, Mayor

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Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

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David Migut, City Attorney

# CITY OF JACKSONVILLE BEACH SPECIAL EVENT POLICY

*Department of Parks and Recreation*

Revised November 2024



2508 South Beach Parkway  
Jacksonville Beach, Florida 32250

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## PURPOSE

The purpose of this policy is to outline the requirements to hold a Special Event on the public property of the City of Jacksonville Beach, hereafter called the City. These requirements are intended to safeguard event participants and the public property belonging to the citizens of Jacksonville Beach. A Special Event is reasonably expected to require, for its safe and successful execution, the coordination of City services or the organization of the Special Event to a degree above that which the City provides under ordinary, everyday circumstances. City staff will maintain clear and transparent processes and procedures consistent with this policy.

## CHAPTER 1. DEFINITIONS

### 1.01 DEFINITIONS

- A. Alcohol.** For the purposes of this policy, the words Alcohol and Alcoholic Beverage shall mean beer and/or wine only and do *not* include mixed drinks containing beer, wine, liquor or other distilled spirits. Only beer and/or wine may be sold, distributed, and/or consumed at Festivals.
- B. Certified Crowd Manager.** The Certified Crowd Manager responsibilities include but are not limited to: keeping entrances/exits clear, preventing overcrowding, assisting orderly evacuation during an emergency, and/or identifying attendees who may potentially cause problems. All Special Events with expected participation of over 500 individuals will be required to have at least one Certified Crowd Manager and the City reserves the right to determine the required number of Certified Crowd Managers based on the size and scope of the Special Event. Certification can be obtained through an online course.
- C. Event Producer/Event Co-Producer.** Event Producer shall mean the person who is financially responsible for all fees, deposits, damages, or other charges for holding a Special Event in the City and is considered the applicant for the event. The Event Producer has the authority to make decisions regarding the Special Event, including cancellation of the Special Event due to weather conditions or for other reasons. The holder of the Alcoholic Beverage Temporary License/Permit shall be considered to be the Event Co-Producer of the Special Event and will be required to sign the Special Event Permit.

The Event Producer serves as the point of contact for inquiries and issues that need to be resolved. It is a requirement that the Event Producer is present for the permit meeting as well as the site walkthroughs, both prior to and after the Special Event.

- D. Facility Rental Area.** The Facility Rental Areas are defined as the Sea Walk Pavilion, Latham Plaza, and the municipal parking lot as outlined in Appendix 1.
- E. Festival.** Festival shall mean an event held at the Facility Rental Area which includes alcohol sales, distribution, and/or consumption and will exceed four hours in duration. It is the intention of the City not to allow an event that includes the sale, distribution and/or consumption of alcohol if the event is less than four hours in length. However, an event that

provides alcohol for consumption as an ancillary supplement, might not be classified a Festival. For example, a run/race that offers beer to runners at the completion of the run is not classified a Festival or Special Event. Special Events where alcohol is an ancillary supplement, are subject to the same requirements outlined under paragraphs 1 and 2 in Section 1.02 (D).

- F. Special Event.** Special Event shall mean any preplanned meeting, activity, parade, or gathering of a group of persons, animals, or vehicles, or a combination thereof, having a common purpose to be held at the Facility Rental Area, or on the beach proper, or in the ocean. The term Special Event includes, but is not limited to, Festivals (as defined below), fundraisers, exhibitions, musical performances, races, parades, walks/runs, athletic events, fairs, and markets, etc.

The City does not permit Special Events, Festivals or publicly promoted gatherings on any other public property.

Unauthorized events include any events or gatherings that are publicly promoted and have not successfully completed the Special Events application process.

Unauthorized or unpermitted events held on City property shall be subject to law enforcement action as authorized by Florida Statutes, including but not limited, to §§316.1891 and 877.03, F.S.

No Special Event shall utilize the Latham Municipal Parking Lot during paid parking season. Approved exceptions are: Springing the Blues, Opening of the Beaches Parade, Oktoberfest, and the Air Show.

Special Events, other than Festivals, may be held between the hours of 6:00 AM and 10:00 PM. Sound levels at all Special Events must comply with the City's noise ordinance. The length of a Special Event, which is not a Festival, is limited to two consecutive days.

- G. Special Event Committee.** The Special Event Committee, whose members are appointed by the City Manager, is responsible for reviewing and approving each application to hold a Special Event. The Special Event Committee is comprised of the following individuals or their designees: Parks and Recreation Director as Chairperson; Special Events Coordinator; Police Chief; Fire Marshal; Director of Public Works; JFRD Special Events Coordinator; and Ocean Rescue Supervisor. The Special Event Committee meets with each Event Producer after an application has been submitted and reviews logistics and planning for the Special Event's successful production.

- H. Special Event Permit.** A Special Event Permit is a permit issued after all requirements are met by the Event Producer and all applicable advance fees are paid. The Special Event Permit will cover the Event Producer and their selected vendors. A Special Event Permit must be issued for each Special Event. Additional permits and licenses may be required for tents, alcohol, outside vendors, signs, banners, electricity, and miscellaneous construction. No person shall engage in, participate in, aid, form, or start any Special Event

unless a Special Event Permit has been obtained from the Special Event Committee. Once a Special Event Permit is issued it is non-transferrable to any other persons or entities.

## **1.02 EVENT TYPES**

The City will not approve a non-City produced Special Event or Festival on a City-recognized holiday or on a weekend adjacent to a City-recognized holiday. City recognized holidays are:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) Memorial Day
- 5) Juneteenth
- 6) 4<sup>th</sup> of July
- 7) Labor Day
- 8) Veteran's Day
- 9) Thanksgiving Day
- 10) Friday after Thanksgiving Day
- 11) Christmas Eve
- 12) Christmas Day

No Special Event may be scheduled seven days prior to, or seven days after the 4<sup>th</sup> of July holiday in any year.

It is the intent of the City to prioritize Special Events in the order in which they are listed below.

### **A. City-produced Events.**

City-produced Events are Special Events produced and managed by the City and authorized by City Council each year. The City Manager is authorized to reschedule a City-produced Event if the need presents itself. City-produced Events may be held on holidays or on a weekend before or after a holiday.

### **B. Co-sponsored Events.**

Co-sponsored Events are Special Events that are planned and conducted by an outside nonprofit organization with the assistance of City staff time, equipment, public safety services, and/or the use of facilities. The nonprofit organization must provide a notarized income statement and balance sheet which provide sufficient detail to demonstrate the sources and uses of revenue generated by the Special Event. Co-sponsored Events shall not allow the sale, distribution, or consumption of Alcohol. Co-sponsored Events may be held on holiday or holiday adjacent weekends. To qualify, nonprofit organizations must meet the requirements of the Co-Sponsorship Policy and fill out a separate application for review and approval. See Appendix 2 Co-Sponsorship Policy.

### **C. Beach/Ocean Events.**

1. Beach/Ocean Events are Special Events which take place in whole or in part on the beach proper or in the ocean. This includes, but is not limited to, athletic events such

as soccer tournaments, volleyball tournaments, surf contests, obstacle courses, walks/runs/swims, etc. Beach/Ocean Events require the same permit process and authorization as any other Special Event as defined in Section 1.01 paragraph A.

2. Beach/Ocean Events are also subject to the conditions and restrictions outlined by the Florida Department of Environmental Protection (FDEP) Requirements for Special Events Located Seaward of the Coastal Construction Control Line. The City's current FDEP Blanket Field Permit will cover normal FDEP Field Permit requirements and is authorized to permit Special Events that meet its requirements. Should the Special Events Committee determine that additional permitting is required, the applicant will be required to contact the FDEP or other State agency or organization for additional approval.
3. The Ocean Rescue Supervisor may determine if Ocean Rescue services are required depending on the scope of the Beach/Ocean Event. The Ocean Rescue Supervisor or his/her designee has the authority to cancel or suspend an event based on dangerous conditions or any other safety concerns. Athletic camps must register through the City Clerk's Office and receive a permit from the City Clerk's Office.
4. Sea Turtle Nesting Season: Sea Turtle Nesting season is May 1 through October 31 and requires additional restrictions during this time, including but not limited to, usage of lights and placement of structures on the beach proper.
5. Any Special Event that takes place in the ocean must be at least 300 feet away from the North or South side of the fishing pier.
6. Coordination with the Jacksonville Beach Ocean Rescue Supervisor, or his/her designee, must take place to ensure the success of these Special Events. The Supervisor's guidance is required to ensure safety.
7. Rental fees and security deposits are required for Special Events held on the beach.
8. If there is an unauthorized and unpermitted Special Event on the beach, the City Manager or designee shall have the authority to cancel and suspend said Special Event.

#### **D. Festivals.**

A Festival is a Special Event held at the Facility Rental Area that includes alcohol sales, distribution, and/or consumption.

Before issuance of a Special Event Permit, the Event Producer must secure a required State Temporary License/Permit for the sale of alcoholic beverages from the Department of Business and Professional Regulation and secure liquor liability insurance in the amount of two million dollars (\$2,000,000). A copy of all state temporary alcoholic beverage permits

and alcohol insurance must be provided to the Parks & Recreation Department 20 calendar days before the Special Event. The person or entity who holds the temporary alcohol permit must submit their most recent IRS 990 form with their Special Event Application. The number of alcohol permits per entity that may be approved by the City are limited by the Code of Ordinances, Chapter 4 sec.4-2(a).

**1. Alcohol Requirements and Distribution:**

- a. The entire area where alcoholic beverages will be sold, distributed, and/or consumed must be defined and fenced and clearly marked with signs stating “No alcohol beyond this point”. The Fire Marshal will set the required number of entrances and exits based on the size and scope of the Special Event.
- b. Jacksonville Beach Police Department presence is required for any and all Festivals. The number of officers required will be determined by the Chief of Police or his/her designee, based on, but not limited to, the number of entrances and exits to the designated alcohol area, as well as the size and scope of the Special Event. Additional police presence may be requested with an “extra duty officer form” and must be submitted with the Special Event application.
- c. Regardless of Jacksonville Beach Police Department presence, it is the responsibility of the Event Producer to ensure all participants meet the minimum drinking age requirements.
- d. All additional charges for extra duty police officers will be the responsibility of the Event Producer and shall be paid directly to the Jacksonville Beach Police Department.
- e. The following sales and/or promotions are **prohibited**:
  - “All you can drink” events
  - “Unlimited alcohol” with any kind of ticket or wristband purchase.
  - “Buy one, get one free” sales
  - Using alcohol as an inducement to purchase a ticket into a VIP or paid, priority seating area
- f. Cup sizes are limited to a maximum of 16 ounces.
- g. Last call for alcohol announcements must be made no later than 30 minutes prior to the end of the Special Event. During the last-call time period, all alcohol sales are limited to one drink per person. Alcohol sales are required to cease no later than 15 minutes prior to the end of the Special Event. All last-call activities will be monitored and enforced by the Jacksonville Beach Police Department.

- 2. Liquor Liability:** If Alcoholic Beverages are being sold, distributed, or consumed at a Festival or Special Event, the Event Producer must provide the City with a Liquor Liability Endorsement or a separate insurance policy in the amount of two million dollars (\$2,000,000). A copy of the Certificate of Insurance must be provided to the Parks & Recreation Department naming the City as Additional Insured.

- 3. Length and frequency of Festivals:** Only one Festival may be held per month. The total number of Festivals per calendar year is limited to 10. Festivals occurring in October through February may be two consecutive days; Festivals occurring in March through September may be one day in length. Approved exceptions are: Florida Fin Fest, which may be two days in duration; Springing the Blues and the Air Show which may be three consecutive days. In years that the City of Jacksonville Beach hosts the Air Show, no additional Festival may be held on either the weekend prior to the Air Show or on the weekend following the Air Show.

Festival hours are restricted to:  
Fridays: 5:00PM until 10:00PM  
Saturdays: 12:00PM until 10:00PM  
Sundays: 12:00PM until 8:00PM

## CHAPTER 2. APPLICATION FOR SPECIAL EVENT

### 2.01 APPLICATION REQUIREMENTS

- A.** Any person, firm, corporation, or business, either for profit or not-for-profit, seeking to conduct a Special Event in the City for which a Special Event Permit is required shall file an application for a Special Event Permit using the application form and instructions published by the City. A completed Special Event Application must be received no later than 90 calendar days before the date of the event and no earlier than 365 calendar days before the date of the event. **Submission of an application does not constitute issuance of a permit.**
- B.** No person, organization, firm or corporation shall conduct, participate in, advertise for or in any way promote, organize, control, manage, solicit or induce participation in a Special Event unless a Special Event Permit has first been obtained from the City.
- C.** To secure a Special Event Permit, the Event Producer must meet all stipulations and any requirements specified at the Special Events Committee meeting, if one is held, and is responsible for obtaining all required local and state permits and licenses.
- D.** The Event Producer must submit the advance fees to the Special Events Coordinator not less than 45 calendar days before the date of the Special Event.
- E.** The Event Producer must submit a copy of all required permits, temporary licenses, and insurance certificates, if applicable, to the Special Events Coordinator not less than 20 calendar days before the date of the Special Event.
- F.** If all stipulations, requirements, and timeline due dates are met by the Event Producer, and there are no conflicting Special Event dates on the calendar, and if all required permits, temporary licenses, insurance certificates, if applicable, security deposit and advance fees are received from the Event Producer, the Parks & Recreation Director or

designee may issue the Special Event Permit not less than 10 calendar days prior to the Special Event date. The Special Event Permit may be issued earlier than 10 calendar days prior to the event date provided all conditions have been met.

## **2.02 SCHEDULING**

- A.** The Special Event calendar is managed within the Parks and Recreation Department. The City reserves the right to limit the number of Special Events during each calendar year. Factors that are considered when scheduling include but are not limited to: size and scope of the Special Event; infrastructure and City staff available to support the Special Event; potential conflicts with other Special Events or park users, degree of impact on the park and surrounding neighborhood; and Event Producer's plan to manage the Special Event.
- B.** First right of refusal goes to annual Special Events that have taken place at least five consecutive years. If an applicant submits an application for a Special Event or Festival in which an annual Special Event has occurred at least five consecutive years or longer, the annual Event Producer will be notified, and has five business days to submit an application and deposit to hold that date, or rights are forfeited. First right of refusal is forfeited and restarts if an event is canceled by the Event Producer without sufficient cause, excluding safety related reasons.
- C.** First right of refusal does not apply to events that do not meet the consecutive years requirement. If multiple applications are received for the same event date, the approved application will go to the first Event Producer to submit a completed application along with the required deposit fee.
- D.** All applications shall be received by the Special Events Coordinator who, upon receipt, will review the details of the Special Event, address any concerns, and determine if it is appropriate to move forward with a Special Event Committee meeting.
- E.** Prior to approval of the application, the Event Producer must make any requested adjustments as recommended by the Special Event Committee and remit the required deposit in order to secure the requested event dates. Failure to comply may result in denial of the application.

## **2.03 CONDITIONS FOR PERMIT**

- A.** All activities conducted as part of a Special Event are required to comply with the provisions of all City Code of Ordinances, the Special Event Policy, State and federal law, and the Americans with Disabilities Act (ADA) requirements and guidelines. Specific Code of Ordinances affecting Special Events include, but are not limited to: [Chapter 4, Alcoholic Beverages](#); [Chapter 18, Noise](#); [Chapter 19.5, Special Events and Festivals](#); [Chapter 20, Parks and Recreation](#); and [Chapter 34, Land Development Code](#). The ADA National Network also offers a [guide](#) to making Special Events accessible to people with disabilities.

1. An Event Producer holding a Special Event Permit must abide by all policies, procedures, and stipulations outlined in the Special Event Permit. Non-compliance may result in the event being canceled or shut down.
  2. An Event Producer who does not comply with the City's Code of Ordinances, Special Event Policy, ADA requirements and guidelines, or the conditions outlined in a Special Event Permit, and who does not pay all event fees and charges on time, shall forfeit the right to produce future events for the succeeding 2 years.
- B. The public area utilized shall be cleaned immediately following any Special Event and in all respects restored to its former condition within 24 hours after the Special Event, or such other period as fixed by written agreement or the Special Event Permit. A refundable security deposit may be required, to ensure that any damage is repaired and the premises returned to its previous condition.
- C. A Special Event Permit holder shall indemnify and hold the City harmless from any and all claims, suits, actions, damages or causes of action arising as a result of the special event or of the condition of the premises on which the special event is held, including those arising during the event itself, and those arising during its preparation and removal before and after the event, for any personal injury or loss of life, or damage to or loss of property, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against any costs and attorneys' fees incurred in and about the defense of any such claims, and the investigation thereof.
- D. All permits necessary to conduct the Special Event shall be obtained and copies thereof provided to the City not less than 20 days prior to the first day of the Special Event, unless a shorter time period is agreed to by the City. Copies of all permits shall be on-site during the entire Special Event, including set up and break down periods

### CHAPTER 3. DENIAL OF SPECIAL EVENT APPLICATION

The Special Event Committee may reject an application for reasons including, but not limited to the following:

- A. **The City reserves the discretion to deny any application for a Special Event Permit.**
- B. The proposed Special Event would negatively impact the Facility Rental Area and/or landscaping and grounds.
- C. The proposed Special Event would produce unsanitary conditions or harm the environment.
- D. The proposed Special Event is of such size and scope to potentially surpass the City's ability to provide services or its ability to ensure the safety of the public or property, or the

City is unable to provide the services required by the applicant to conduct the Special Event due to budgetary or staffing constraints.

- E.** The proposed Special Event and/or Event Producer is in violation of or has previously violated the City's Code of Ordinances, Special Event Policy, Special Event Permit requirements, or ADA requirements and guidelines; or fees and charges as outlined in the Fee Schedule Resolution were not paid within the designated timeframes.
- F.** After-action reports completed by City staff following a Special Event previously produced by the applicant indicate that the Event Producer created unsafe conditions, or failed to correct event problems identified by City representatives at any time.
- G.** The submission of false or inaccurate information in the Special Event Permit application, or failure to provide all information and documentation required by this policy, or failure to obtain all necessary permits, or failure to make payment of fees or charges, shall be cause for denial of the Special Event application.
- H.** The Special Event application was not timely submitted, or the Special Event request (including any required attachments and submissions) was not fully completed and executed.
- I.** The Event Producer is financially indebted to the City or to a partner agency.
- J.** The Event Producer has not timely tendered the security deposit, permit fee or certificate of insurance.
- K.** The Event Producer's prior Special Event created a burden on traffic, or neighborhood parking issues; or noise issues; or impacted on City services; or resulted in multiple or excessive citizen complaints.
- L.** A special event reservation request for the same time and place has been received, and a special event permit has or will be granted to the prior applicant.
- M.** The Special Event Committee may rely on other information, such as references from other agencies where the Special Event was held, to determine approval or denial of Special Event applications.

#### **CHAPTER 4. APPEAL OF DENIAL OF SPECIAL EVENT APPLICATION OR CANCELLATION OF SPECIAL EVENT PERMIT**

- A.** The City of Jacksonville Beach will not be responsible for any economic loss or damage resulting from denial of a Special Event request, or cancellation of a Special Event Permit.
- B.** Except as otherwise provided herein, an appeal of the decision of the Special Event Committee regarding a permit application shall be submitted to the City Manager for

consideration. The City Manager has the authority to deny or cancel a Special Event Permit for violations of the Special Event Policy or Special Event Permit or for failure to meet the requirements specified in either. The City Manager's decision to deny a Special Event Permit application will be final.

## **CHAPTER 5. GENERAL POLICIES**

- A.** If any item under CHAPTER 5: GENERAL POLICES is violated, it may result in permit revocation or cancellation. These items are subject to police enforcement and may render the Special Event Permit null and void, thus cancelling the Special Event and possibly causing forfeiture of the opportunity to produce future Special Events. The Special Event may be shut down at the City Manager's discretion.
- B.** Site Walkthroughs: Site walkthroughs are mandatory for Event Producers to attend. Site Walkthroughs are intended to determine if there are any issues with the hardscapes prior to the event, to inspect the facilities, and to return the keys to the facility post-Special Event.
- C.** Banners and Promotional Materials: Advertising with banners and promotional materials are strictly prohibited until the date(s) and time(s) of said Special Event are approved in writing. Street banners may be requested through the Parks & Recreation Department and will have an associated cost of \$50.00 per banner.
- D.** Portable Restrooms: The required number of portable restrooms will be determined by the Special Event Committee based on the number of expected participants. 5%, and no less than one of all portable toilets in each grouping of toilets must be ADA compliant per Special Event. Portable restrooms must be removed within 24 hours of the conclusion of the Special Event. All fees for portable restrooms are the responsibility of the Event Producer.
- E.** Trash Removal: The Event Producer shall pay for dumpsters and receptacles as required and is responsible for removal of all waste from the Facility Rental Area. The number of dumpsters will be determined by the Special Event Committee based on the size and scope of the Special Event. The Event Producer will be responsible for any additional special maintenance services required.
- F.** Food and Beverage Vendors: All precautions must be made to prevent food, debris, and grease from entering into the City's stormwater system. The Event Producer is responsible for ensuring that food vendors containerize all cooking materials, especially grease, and that any and all by-products are disposed of properly and removed from the City's premises. Food and/or beverage vendors may not use glass or glass containers and must serve all beverages in a plastic or paper cup. All tents and vendors are subject to inspection by the Fire Marshal per the Florida Fire Prevention Code.

- G. Emergency Medical Service Requirements:** Per City of Jacksonville and Jacksonville Fire and Rescue Department requirements, EMS services and associated fees are required to carry out Special Events with an expected crowd size larger than 500 participants and may be required for smaller Special Events based on the scope of the Special Event. The requirement increases incrementally per every additional 500 participants. All fees will be charged by and paid to the City of Jacksonville separate from the City of Jacksonville Beach.
- H. Ticket Sales:** No Special Event will be considered that requires paid admission. Paid priority seating is allowed only in the SeaWalk Pavilion as long as at least one half (50%) of the SeaWalk Pavilion Lawn is open and free to the general public. Latham Plaza must remain free and open to the public.
- I. Noise Ordinance:** Sound levels at all Special Events must conform to the City's noise ordinance and are the responsibility of the Event Producer. The City Manager or his/her designee may, at his/her sole discretion, establish a lower maximum noise level based on the location or other relevant circumstances relating to the specific Special Event or noisemaking device.
- J. Animals Prohibited:** Except for service animals, animals are prohibited from Special Events unless specifically authorized by permission of the City Manager. An Event Producer may need to modify their policies regarding service animals. A service animal is a dog (or, in some cases, a miniature horse) that assists a person with a disability in performing one or more tasks related to their disability. Although Special Events have a "no pets" policy, a service animal is not a pet and must be allowed into any part of the Special Event that its handler is allowed to attend. By law, Special Event staff may only ask two questions of a service animal handler: 1) is this a service animal that is needed for the person's disability?; and 2) what task(s) is the animal trained to perform? Service animals must be housebroken and under the control of their handler at all times.

Emotional support animals, comfort animals, and therapy dogs are *not* service animals under Titles II and III of the ADA because they have not been trained to perform a specific task like a service animal.

Event Producers must ensure that accessible routes to all activities and amenities, registration, customer services counters, booths, signage, and portable restrooms comply with the ADA requirements and guidelines.

- K. Personal Property:** All personal property must be removed from the premises by the final Site Walkthrough. Any property remaining will be deemed abandoned and will be removed by the City. The Event Producer will be billed if there are any fees associated with removal.
- L. Road Closure:** The standard road closure area is 1<sup>st</sup> Street North between 1<sup>st</sup> Avenue North and the North entrance to the municipal parking lot, which will be required for all Special Events that occupy both the SeaWalk Pavilion and Latham Plaza. All additional

road closures for Special Events will be determined by the Police Department and Fire Marshal. The Police Department will not permit road closures adjacent to commercial businesses unless necessary for public safety.

- M.** Letter of Understanding (LOU): Organized activities such as beach clean-ups, or motion picture filming that will take place on a public street or area within the boundaries of the City, but not in the Facility Rental Area, shall require a Letter of Understanding from the City. All requests must be made in writing to the Parks & Recreation Department at least 30 days prior to the Event activity.
- N.** City employees, sitting members on the City Council or any City boards or agencies, or any immediate family members shall not have financial involvement in any Festival or Special Event and all public officials are expected to comply with the State of Florida's Code of Ethics.
- O.** A Special Event Permit may be revoked by the City Manager or designee if conditions during the Special Event set-up or during the Special Event result in safety hazards or citations, or if the Event Producer or vendors fail to correct conditions identified by the City.
- P.** If there are dangerous weather conditions, including lightning within five miles of the Facility Rental Area, the Special Event will be suspended. The Special Event may resume after a waiting period of 30 minutes with no additional lightning. Dangerous weather conditions will be determined by the City as a matter of public safety and will be communicated to the Event Producer.
- Q.** Any unauthorized vehicles on the beach or on the boardwalk shall constitute noncompliance with the Special Event Policy and may render the Special Event Permit null and void, thus cancelling the Special Event and possibly causing forfeiture of the opportunity to produce future Special Events.
- R.** Obscene, indecent, and profane content is prohibited from being used in all music, performances, and announcements made during a Special Event. Failure to comply with this requirement may result in cancellation of the Special Event and may cause forfeiture of the opportunity to produce future Special Events.

Obscene content does not have protection by the First Amendment. For content to be ruled obscene, it must meet a three-pronged test established by the Supreme Court: 1) It must appeal to an average person's prurient interest; 2) depict or describe sexual conduct in a "patently offensive" way; and 3) taken as a whole, lack serious literary, artistic, political or scientific value.

Indecent content portrays sexual or excretory organs or activities in a way that is patently offensive but does not meet the three-prong test for obscenity.

Profane content includes "grossly offensive" language that is considered a public nuisance.

**S.** After-Action Reports shall be kept for all Special Events. The Special Event Committee will rely on the After-Action Reports to determine approval or denial of Special Event applications in succeeding years.

**T.** Smoking: Smoking is prohibited at Special Events.

## **CHAPTER 6. INSURANCE REQUIREMENTS**

**A.** The City requires the Event Producer to provide the City with proof of Commercial General Liability Insurance coverage in the minimum amount of two million dollars (\$2,000,000).

1. The policy must provide coverage for general aggregate liability losses, personal and advertising injury, fire damage, medical expenses, and additional coverage for volunteer coverage, spectator liability, etc.
2. The coverage shall be written on a “per occurrence” basis and shall be inclusive of “setup and tear down” dates.
3. The City of Jacksonville Beach must be named as Additional Insured.
4. Proof of insurance shall be in the form of a standard Accord Certificate of Insurance written by a licensed insurer acceptable to the City.

**B.** Automobile Liability - Driving on the Beach

For all Event Producers and their representatives who wish to drive on the beach to set up or tear down for Special Events, the following automobile liability insurance is required:

1. The Event Producer must provide automobile liability insurance in the amount of two million dollars (\$2,000,000) combined single limit or two million dollars (\$2,000,000) per person bodily injury liability insurance in addition to general liability insurance.
2. The City of Jacksonville Beach must be named as Additional Insured. Certificates of Insurance must be submitted to the City within 20 calendar days of the Special Event;
  - a) If the vehicle is not personally owned, then “Hired Autos” and “Non-owned autos” insurance is required. This type of insurance is reflected in the automobile liability section of the insurance certificate;
  - b) If the vehicle is titled and registered in the name of the organization, then “All Owned Autos” insurance is required. This type of insurance is reflected in the automobile liability section of the insurance certificate.
3. In the “Description” section of the certificate, indicate the make, model, year, and VIN of each vehicle and trailer which will be accessing the beach. Only those vehicles listed on the policy may be driven on the beach and approved in the permit.
4. Event Producers must obtain a beach driving permit that requires successful completion of beach driving classes provided by our Ocean Rescue Division.

## CHAPTER 7. FEES

- A.** Fees and charges for Special Events are established and periodically adjusted by a resolution approved by the Jacksonville Beach City Council. All Special Event fees are intended primarily to offset the cost to the City resulting from such Special Events; therefore, except for City-produced, Co-sponsored, or contracted Special Events, the City does not waive Special Event fees for facility rentals, permits, licenses, or any other charges for City services. Any Event Producer requesting to hold a Special Event on City property or facilities must pay all required fees within the time frame designated.
- B.** The Event Producer is responsible for any and all costs for City services as determined by the City.
- C.** An Event Producer requesting to hold a Special Event on City property or facilities must pay the security deposit and all required Special Event fees prior to the issuance of the Special Event Permit. The security deposit may be utilized to pay for City staff, cleanup, maintenance, or repair if the site is not in a condition satisfactory to the City's representative within 48 hours after the post-event inspection, unless extenuating circumstances exist and are agreed upon by City staff at the post-event Site Walkthrough.
- D.** All fees, such as facility rental fees, security deposits, administrative fees, and banner fees must be paid for and presented to the City not less than 45 calendar days in advance of the Special Event.
- E.** All required permits and temporary licenses, if applicable, must be paid and provided to the City not less than 20 calendar days in advance of the Special Event.
- F.** All other fees (e.g., personnel costs, damage compensation, etc.) due to the City must be paid within 15 calendar days after the Special Event.
- G.** The security deposit may also be used to pay for any other Special Event-related fees that remain outstanding 15 calendar days after the Special Event.
- H.** The entire deposit will be refunded within 30 days after the Special Event, providing the deposit had been paid on time and the application had complied with all conditions contained in the Special Event Permit.

**CHAPTER 8. TIMELINE**

| <b>Calendar Days</b>                   | <b>Action Item</b>                                                                                                             | <b>Reference</b> |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>90 days prior to Event date</b>     | Event Producer must complete application and supporting documentation. Submit to the Parks & Recreation Department.            | Section 2.01 A   |
|                                        |                                                                                                                                |                  |
| <b>60 days prior to the Event date</b> | Special Event Committee meeting with the Event Producer. Deposit payment required.                                             |                  |
|                                        |                                                                                                                                |                  |
| <b>45 days prior to the Event date</b> | Final payment due (Event Producer)                                                                                             | Section 2.01 D   |
|                                        |                                                                                                                                |                  |
| <b>20 days prior to Event date</b>     | All additional permits and insurance documents due (Event Producer)                                                            | Section 2.01 E   |
|                                        |                                                                                                                                |                  |
| <b>15 days prior to Event date</b>     | Event Producer must notify local businesses affected by road closures; complete beach driver training course, if applicable    |                  |
|                                        |                                                                                                                                |                  |
| <b>10 days prior to Event date</b>     | The City will issue the final, signed <a href="#">Special Event Permit</a>                                                     | Section 2.01 F   |
|                                        |                                                                                                                                |                  |
| <b>Event date</b>                      |                                                                                                                                |                  |
|                                        |                                                                                                                                |                  |
| <b>15 days post Event date</b>         | All other applicable fees due (damage or cost incurred by the City for cleaning). The City will then issue the deposit refund. |                  |

**APPENDIX 1: FACILITY RENTAL AREA****FACILITY RENTAL AREA AND AREAS WHERE ALCOHOL MAY BE SOLD, DISTRIBUTED, AND/OR CONSUMED**

The following map defines: 1) Facility Rental and Road Closure Area; and 2) areas approved for the sale, distribution, and/or consumption of alcoholic beverages.

**A. Facility Rental Area A**

- a. The SeaWalk lawn area extends from the east side of 1<sup>st</sup> Street to the west side of the SeaWalk [boardwalk], and from the outer edge of the stage to the south side of the lawn.
- b. No more than 50 percent of the SeaWalk lawn area shall be designated for paid, priority seating. If fenced, the fencing will be erected along the north side of the most northern of the two 10-foot paved walkways in the middle of the SeaWalk lawn. Nothing shall be erected around the paid, priority seating area that would obstruct the view of any spectators at the festival. If anything is found to obstruct the view of spectators outside the paid, priority seating area, the producer will be required to remove it.
- c. At least one-half of Area A must remain open and free to the general public.
- d. Alcohol may be sold, distributed, and/or consumed in this area when the required fencing is in place.

**B. Facility Rental Area B**

- a. The Latham Plaza area extends from the west side of 1<sup>st</sup> Street to the east side of 2<sup>nd</sup> Street, and from the north side of the sidewalk on 1<sup>st</sup> Avenue North to the south side of the paver walkway located next to the north side of the Latham Plaza Parking Lot.
- b. Alcohol may be sold, distributed and/or consumed in this area when the required fencing is in place.

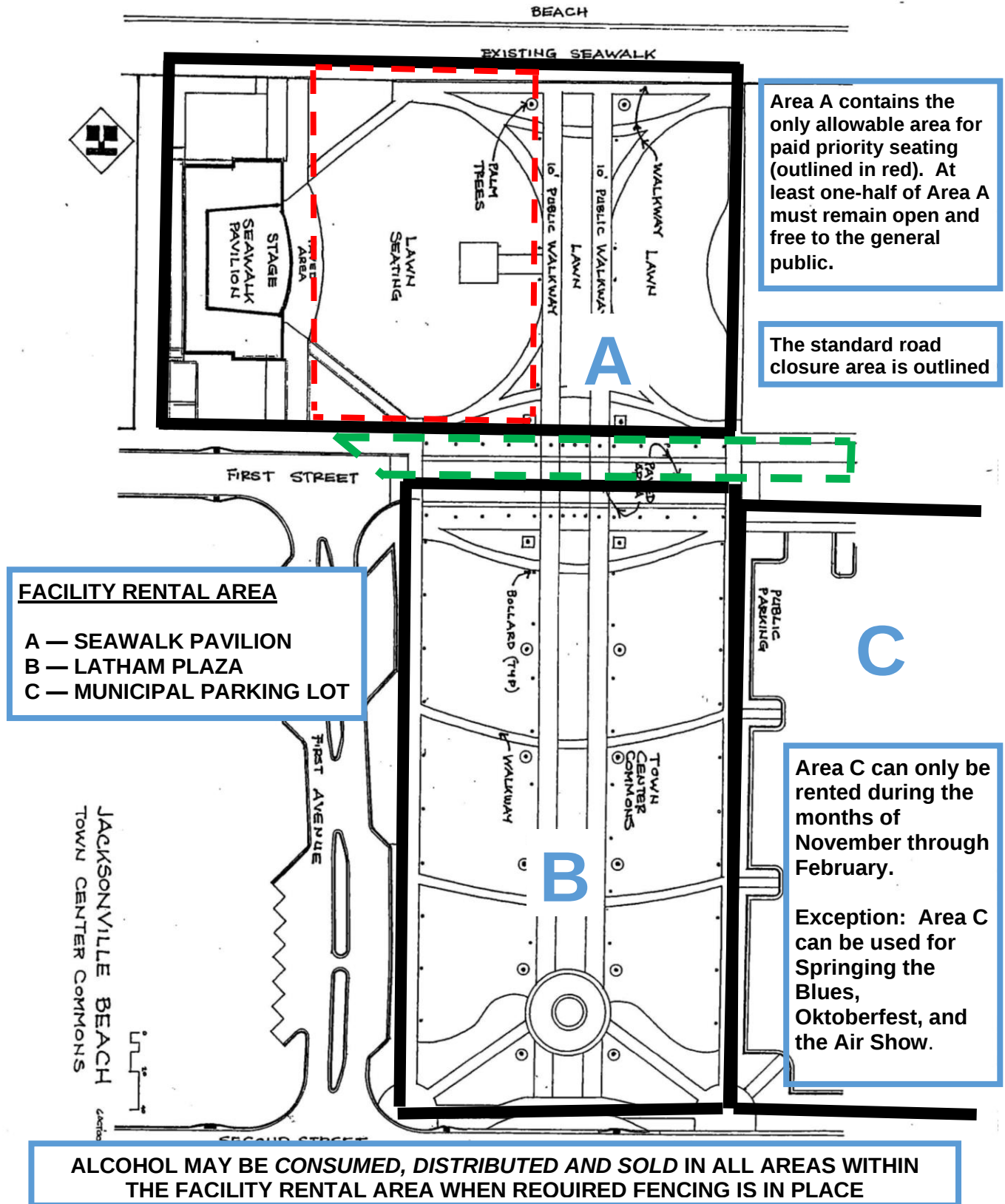
**C. Facility Rental Area C**

- a. Area C can only be rented during the months of October through February.
- b. Exception: Area C can be used for Springing the Blues, Oktoberfest and the Air Show.

**D. Road Closure Area**

- a. The standard road closure area is between the SeaWalk Pavilion and Latham Plaza - 1<sup>st</sup> Street North at 1<sup>st</sup> Avenue North, and 1<sup>st</sup> Street North northeast corner of Latham Parking lot and north of the Hotel's north parking lot entrance/exit.
- b. Additional road closures will be determined by the Police Department.

## FACILITY RENTAL AREA MAP



## APPENDIX 2: CO-SPONSORSHIP POLICY

The City of Jacksonville Beach offers limited use of certain resources to organizations that apply for and meet the guidelines for co-sponsorship. The City has established a process and criteria to determine co-sponsorship eligibility and defines requirements, terms, and levels of support.

A co-sponsored event is defined as an event that is planned and conducted by an outside non-profit organization with the assistance of City staff time, equipment, public safety services and/or the use of facilities.

The City does not provide monetary funds for these co-sponsored events, but in-kind services. The purpose of the policy and application is to invite community groups providing compatible services, activities, or programs to submit a request for co-sponsorship status. Groups requesting City support must relate their services to the co-sponsorship policy and meet criteria listed below.

### 1. Eligibility:

Organizations applying for co-sponsorship status must meet the following criteria:

- A. Must be a valid non-profit or community service organization based within Duval County (proof of non-profit status is required if applicable);
- B. The organization's goals must be aligned with and further the vision of the City of Jacksonville Beach. Specifically to provide events that are safe, without alcohol, appealing to families and attractive to people of all ages.
- C. All the following event criteria shall be demonstrated by the applicant:
  - 1. Free and open to the public, unless otherwise authorized by the City Council;
  - 2. Demonstrate community pride and involvement; and
  - 3. Not have a religious or political purpose.
- D. Before recommending approval, the City Manager, or his/her designee, will also consider factors including but not limited to:
  - 1. Benefit to the community;
  - 2. Proposed event location and time of day; and
  - 3. Impact on the surrounding neighborhood, City staff and resources.
- E. Activities specifically prohibited from City co-sponsorship include:
  - 1. Fund raisers;
  - 2. Events that enhance private business;
  - 3. Events held on behalf of, in support of, or in opposition to any political candidate or ballot measure or advocate a political position;
  - 4. Events that advocate or promote adult – oriented businesses; or
  - 5. Events that solicit criminal activity.

## **2. Requirements and Terms:**

All co-sponsored programs or events must not discriminate against any constitutionally protected class of persons or groups, or any religious views. Co-sponsored organizations must also meet the following requirements and adhere to the following terms:

- A.** The organization must provide applicable information documenting adherence to requirements when applying for co-sponsorship status.
- B.** All co-sponsored programs or events must be open to the public and provide services on a non-discriminatory basis.
- C.** The co-sponsored organization, except for neighborhood associations, must provide all insurance coverage required by the City.
- D.** Programs and activities of co-sponsored organizations are superseded by those of the City or by previously contracted use of space.
- E.** The co-sponsored organization must pay for required staffing, equipment, permit fees, and any other charges from City departments.
- F.** The co-sponsored organization must request facility usage through the City's Special Events Coordinator, regardless of meeting/event location, at least ninety (90) days ahead of meeting/event date(s).
- G.** Co-sponsorship status does not apply to all events. Groups must request event co-sponsorship individually per event/meeting (or per series of events/meetings) through the City's Special Events Coordinator.
- H.** The City of Jacksonville Beach must be listed on all related publicity with the phrase, "In cooperation with the City of Jacksonville Beach."

## **3. Review and Approval Process:**

To assure that all applications for Co-Sponsorship status receive proper consideration and to ensure that the City is provided with the information needed to make informed decisions, all applications will be subject to the following evaluation process:

- A.** Each application will be reviewed by the Special Events Committee in light of the above outlined criteria and requirements.
- B.** Applicants will be notified of their approval status within one month of submitting a completed application. Organizations approved for co-sponsorship status will receive information regarding the benefits to be made available and be introduced to their City staff liaison.
- C.** Appeal process: If the Co-Sponsorship is not approved a written appeal may be directed to the City Manager or his/her designee outlining the reasons why co-sponsorship status should be approved.

- D.** Co-sponsorship status approval is for up to one year and organizations may apply for renewal annually.
- E.** New applications for co-sponsorship are accepted throughout the year. Applications are on the City of Jacksonville Beach website.
- F.** Organizations must reapply annually for co-sponsorship. Renewal of an existing co-sponsorship for two additional years may be requested and will be reviewed and approved at the discretion of the Department Director responsible for the oversight of the City resource being used.
- G.** The following conditions apply once fee waiver and or co-sponsorship is approved:
  - 1. Appropriate recognition of the City as co-sponsor of or contributor to the event or program will be provided on all promotional materials and at all events and programs. The City Manager or his/her designee must approve promotional materials, the event/program schedule and activities. If the City is not recognized for its contributions to the event/program, the organization could potentially lose future co-sponsorship opportunities with the City.
  - 2. No fliers, posters, banners or signage can be placed, posted or distributed on City parks, City facilities, on street pole or on sandwich boards throughout the city without the approval of the City Manager or his/her designee. Street Banner and encroachment permits fees are waived but must be obtained through the City. For further clarification see the City of Jacksonville Beach Municipal Code (Chapter 34 – Land Development Code Division 4A - Temporary Banner and Special Event Signs).
  - 3. All applicants must complete a Facility Use Permit with the Special Events Division of the Parks and Recreation Department. Conditions may be placed on the use to minimize impacts to facilities or costs to the City, or to restore facilities to pre-event conditions.
  - 4. Proof of General Liability Insurance and Endorsements with the City additionally insured as well as a hold harmless agreement will be required for each event. The insurance coverage will be determined on a case by case basis between the City, non-profit organization and Insurance Advisor and will depend largely on the requirement of street closures and duration.
  - 5. A refundable security deposit is required. Deposit amounts are set to ensure proper clean up and cover the City's costs for remediation of any damage or loss. If the full deposit is not accompanied with the Facility Use Permit by the specified date, the facility request shall be cancelled and approval withdrawn. Security Deposits will be refunded within four (4) to six (6) weeks of the event or activity, if standards have been met. Security Deposits will not be waived.
  - 6. Applicants are responsible for payment of the full cost of materials, labor, replacement, repairs, or damages related to the event, project or program, regardless of the amount. If damage occurs and the complete remediation costs the City less than the amount of the deposit, the difference shall be refunded.

- H.** The City Special Events Coordinator will: be the direct contact to the co-sponsored organization; field all facility use requests; determine if co-sponsorship is appropriate on a per event basis; advise organizations of facility usage application requirements and provide a facility contact for organizations to submit facility use applications; approve all publicity materials; track usage hours.

#### **4. Benefits of Co-Sponsorship:**

- A.** Co-sponsorship may include any of the following:

1. Reduced or waived facility rental fee;
2. Reduced or waived Street Banner fees;
3. Reduced or waived Administration costs;
4. Waived encroachment permit;
5. Advertising on the City website, social media and programmable message board.

- B.** Co-sponsorship does not include the following:

1. Staff costs;
2. Refundable security deposit;
3. Outdoor use of any city equipment such as tables, chairs, fencing, canopies; and
4. Insurance.

All resources to be provided by the City in co-sponsorship of an event or program shall be within current funding allocations, and expenditures shall not result in a reduction of other City services.

The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, City and health and safety laws are not violated. Co-sponsorships and fee waivers can be revoked at any time effective immediately, if the recipient agency or organization fails to comply with this policy or any other local, state or federal regulations.