



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Tuesday, January 21, 2025

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Regular City Council Meeting held on December 16, 2024
- B. Council Briefing held on January 13, 2025

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the Month of December 2024
- B. Approve the revised Communications Tower Lease Agreement with the United States of America, Department of the Navy
- C. Approve the City Manager's Annual Performance Evaluation and award a 2.5% annual increase to the City Manager
- D. Approve City-Produced Special Events for Calendar Year 2025
- E. Adopt Resolution No. 2188-2025 Establishing Sponsorship Packages and Fees for City-produced Events
- F. Approve a proposed settlement in the amount of \$145,000 in the case of Olivia Bennett vs. City of Jacksonville Beach; Duval County Case No. 16-2024-CA-3199
- G. Approve a one-year extension of the Plumbing Services Agreement with Fair Plumbing, LLC
- H. Approve the amended Legislative Policies Manual

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. 1. Approve/Disapprove the Second One-year Extension of and the First Amendment to the Parking Services Agreement (RFP No. 09-2122) with SP Plus Corporation; and
2. Delegate authority to the City Manager to approve and execute all subsequent extension options through the maximum contract term
- B. Appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the Community Redevelopment Agency (CRA) with a term date expiring on December 31, 2026
- C. Authorize City Council Member John Wagner to attend the Florida League of Cities Institute for Elected Municipal Officials I on January 24-25, 2025 in Gainesville
- D. Authorize City Council Member Dan Janson to attend the Florida League of Cities (FLC) Federal Action Strike Team (FAST) Fly-in conference February 4-5, 2025 in Washington, D.C.

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2187-2025 supporting the Florida League of Cities' 2025 Legislative Platform

ORDINANCES

- A. Adopt/Deny Ordinance No. 2024-8219 on the second reading for "Zoning in Progress" suspension of certain activities.

ADJOURNMENT**NOTICE**

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

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

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.

**Minutes of Regular City Council Meeting
held Monday, December 16, 2024 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Public Works Dennis Barron, Director of Planning and Development Heather Ireland, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on December 2, 2024

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

- Council Briefing held on December 9, 2024

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Horn, to amend the minutes to include the Council discussed agenda topics to be discussed in the January 6, 2025 Briefing.

Motion to Amend

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

Motion as Amended

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

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS:

Mayor Hoffman announced Council Member Wagner was recognized by the University of North Florida and the International Healthcare Symposium as the inaugural North Florida Healthcare Leader of the Year.

Council Member Golding highlighted the Jacksonville Beach Police Department's Children's Christmas Party, thanking Sergeant Tonya Tator, the Police Department, Citizen Police Academy Alumni Association (CPAAA) volunteers, and Rockaway Sustainable Landscaping for their contributions to the event. Ms. Golding thanked the Police Department for partnering with San Pablo Elementary School and San Pablo Parent Teacher Association (PTA) to collect donations

for local children in need. She noted the 50th Citizen Police Academy would start on January 9, 2025. Ms. Golding stated Representative Kiyon Michael would hold a town hall on December 21, 2024.

Council Member Janson recapped the recent council briefing and last quarterly pension meeting. He praised the Pension Board for their work. Mr. Janson provided updates from a Florida League of Cities (FLC) Policy Committee meeting he attended, emphasizing affordable housing and impact fees as key priorities for 2025.

Council Member Sutton noted the Police Department Christmas party was well attended. Mr. Sutton recognized the Wingate family and the recent loss of Jenny Wingate on December 11, 2024.

Council Member Wagner recognized the loss of the Wingate family. Mr. Wagner reflected on the community activities downtown on December 14, 2024, highlighting the Police Department Christmas party, Christmas North Pole Express at the Beaches Museum, and Deck the Chairs.

Mr. Janson recognized the recent Wisconsin school shooting.

Mayor Hoffman shared Beaches Museum had a record-breaking Beaches North Pole Express event and announced Christmas at the Cabin, on December 19, 2024, and a Menorah Lighting on December 26, 2024.

COURTESY OF THE FLOOR TO VISITORS: None

CONSENT AGENDA:

Item A Accept the Monthly Financial Reports for the Month of November 2024

Item B Adopt Resolution No. 2186-2024 amending the Position Classification and Pay Plan

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, 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 the appeal of bid protest for Bid No. 2425-01 for the Construction of 20 Dune Walkovers

City Manager Mike Staffopoulos provided background. City Attorney David Migut reviewed the bid protest process.

Mayor Hoffman opened public comment.

The following spoke in support of the bid protest:

- Joseph Lane, 215 North Eola Drive, Orlando

Mayor Hoffman closed public comment.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to disapprove the appeal of bid protest for Bid No. 2425-01 for the Construction of 20 Dune Walkovers.

Discussion: A discussion ensued about underground utilities, types of licenses, dune walkovers, and the previous contractor.

Mr. Lane and Brandon José provided closing comments.

Discussion: A discussion continued about rejecting all bids, underground utilities, bid process, project requirements, specialty contractor, dune walkovers, bid, the options available to the Council, and the current motion.

Michael Klink, with Four Waters Engineering, the City's Construction Administrator, provided additional comments regarding the bid instructions.

Roll Call Vote: Ayes – Janson.

Nays – Golding, Horn, Sutton, Wagner, Wouters, and Mayor Hoffman.

The motion to disapprove failed 6-1.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appeal of bid protest for Bid No. 2425-01 for the Construction of 20 Dune Walkovers.

Discussion: A discussion ensued about the appeal and ability to reject all bids.

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

The motion to approve passed unanimously.

Item B **1. Award/Reject Bid No. 2425-01 for the Construction of 20 Dune Walkovers to _____ for an amount not to exceed \$ _____;**

2. Authorize the Mayor and City Manager to negotiate and execute a contract as a result of this bid award;

3. Approve/Reject Construction Administration Services to Four Waters Engineering for an amount not to exceed \$203,063;

4. Authorize the Mayor and City Manager to negotiate and execute a contract for Construction Administration Services as a result of this bid award

Director of Public Works Dennis Barron provided comments about the project timeline and turtle season.

Discussion: A discussion ensued about bidders, rebidding, and the bid.

Motion: It was moved by Mr. Sutton, seconded by Mr. Janson, to reject all bids for Bid No. 2425-01 and rebid the project.

Discussion: A brief discussion continued about the RFP, previous dune walkover project, bid rejection, and amending the motion.

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Janson, to amend the motion to reject all bids for Bid No. 2425-01 based on inadequate and inconsistent specifications.

Discussion: None

Motion to Amend Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman.

The motion to amend passed unanimously.

Discussion: None

Amended Motion Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Horn, and Janson.
Nays – Golding and Mayor Hoffman.

The amended motion passed 5-2.

The City Council recessed at approximately 7:25 P.M.

The City Council reconvened at approximately 7:30 P.M.

- Item C**
- 1. Approve/Disapprove the reappointment of Jennifer Williams to a new four-year Regular Member term on the Board of Adjustment (BOA) expiring December 31, 2028; and**
 - 2. Approve/Disapprove the appointment of Matt Metz to fill the remainder of the unexpired Regular Member seat on the BOA with a term expiration of December 31, 2025; and**
 - 3. Approve/Disapprove the appointment of Laura Tierney to fill the remainder of the unexpired 1st Alternate seat on the BOA with a term expiration of December 31, 2025; and**
 - 4. Nominate and appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate seat on the BOA with a term expiration of December 31, 2025**

Mayor Hoffman provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the reappointment of Jennifer Williams to a new four-year Regular Member term on the Board of Adjustment (BOA) expiring December 31, 2028.

Discussion: A discussion ensued about BOA decisions.

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

The motion passed 6-1.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Matt Metz to fill the remainder of the unexpired Regular Member seat on the BOA with a term expiration of December 31, 2025.

Discussion: None

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

The motion passed 6-1.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Laura Tierney to fill the remainder of the unexpired 1st Alternate seat on the BOA with a term expiration of December 31, 2025.

Discussion: None

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

The motion passed 6-1.

Motion: It was moved by Ms. Golding to appoint Douglas Dell to fill the remainder of the unexpired 2nd Alternate seat on the BOA with a term expiration of December 31, 2025.

Motion died due to the lack of a second.

Motion: It was moved by Mr. Sutton, seconded by Mr. Wagner, to appoint Sydney Talcott to fill the remainder of the unexpired 2nd Alternate seat on the BOA with a term expiration of December 31, 2025.

Discussion: A discussion ensued about the nominees.

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

The motion passed 5-2.

Item D **1. Approve/Disapprove the reappointment of Justin Lerman to a new four-year Regular Member term on the Planning Commission (PC) expiring December 31, 2028; and**

2. Approve/Disapprove the appointment of Justin Henderson to a four-year Regular Member term on the PC beginning January 1, 2025, and expiring December 31, 2028; and

3. Approve/Disapprove the appointment of Debbie Cole to a four-year 1st Alternate term on the PC beginning January 1, 2025, and expiring December 31, 2028; and

4. Nominate and appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate seat on the PC with a term expiration of December 31, 2027

Mayor Hoffman introduced the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to approve the appointment of Justin Lerman to a four-year Regular Member term on the Planning Commission (PC), beginning January 1, 2025, and expiring December 31, 2028.

Discussion: A discussion ensued about the reappointment.

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

The motion failed 5-2.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Justin Henderson to a four-year Regular Member term on the Planning Commission (PC) beginning January 1, 2025, expiring December 31, 2028.

Discussion: None

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

The motion passed unanimously.

City Clerk Sheri Gosselin noted Ms. Cole would now be eligible for a Regular Member appointment.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the appointment of Debbie Cole to a four-year Regular Member term on the PC beginning January 1, 2025, and expiring December 31, 2028.

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to appoint Dean Haddock to a four-year 1st Alternate term on the PC beginning January 1, 2025, and expiring December 31, 2028.

Discussion: None

Roll Call Vote: Ayes – Wouters, Golding, Horn, Janson, Sutton, Wagner, and Mayor Hoffman.
The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Horn, to appoint Matthew Filer to fill the remainder of the unexpired 2nd Alternate seat on the PC with a term expiration of December 31, 2027.

Discussion: None

Roll Call Vote: Ayes –Golding, Horn, Janson, Sutton, Wagner, Wouters, and Mayor Hoffman.
The motion passed unanimously.

- Item E**
- 1. Approve/Disapprove the reappointment of Frances Povloski to a new four-year Regular Member term on the Community Redevelopment Agency (CRA) expiring December 31, 2028; and**
 - 2. Approve/Disapprove the appointment of Ron Whittington to a four-year Regular Member term on the CRA beginning January 1, 2025, and expiring December 31, 2028; and**
 - 3. Nominate and appoint a new 1st Alternate to fill the remainder of the unexpired 1st Alternate term on the CRA beginning January 1, 2025, expiring date of December 31, 2027; and**
 - 4. Nominate and appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the CRA with a term expiring date of December 31, 2026**

Mayor Hoffman introduced the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Wouters, to approve the reappointment of Frances Povloski to a new four-year Regular Member term on the Community Redevelopment Agency (CRA) expiring December 31, 2028.

Discussion: A discussion ensued about attendance concerns and letting Ms. Povloski's term expire.

Mr. Janson withdrew the motion, and Mr. Wouters withdrew the second.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the appointment of Ron Whittington to a four-year Regular Member term on the CRA beginning January 1, 2025, and expiring December 31, 2028.

Discussion: A discussion ensued about membership and terms.

Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman
The motion passed unanimously.

Motion: It was moved by Mr. Sutton, seconded by Mr. Janson, to appoint Kevin Meyers to a four-year Regular Member term on the CRA beginning January 1, 2025, and expiring December 31, 2028.

Discussion: None

Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Janson, and Mayor Hoffman.
Nays – Golding.

The motion passed 6-1.

Motion: It was moved by Mr. Wagner, seconded by Mr. Janson, to revoke the appointment of Sydney Talcott to the BOA. (*reference to Item C 4.*)

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Sutton, to appoint Sydney Talcott as 1st Alternate to fill the remainder of the unexpired 1st Alternate term on the CRA beginning January 1, 2025, expiring date of December 31, 2027.

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Ms. Golding to appoint Matthew Roberts as 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the CRA with a term expiring date of December 31, 2026.

The motion died due to the lack of a second.

Motion: It was moved by Mr. Janson to appoint Caren Doherty as 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the CRA with a term expiring date of December 31, 2026.

The motion died due to the lack of a second.

Discussion: A discussion ensued about the CRA board composition.

The City Council agreed to postpone the appointment of a 2nd Alternate on the CRA.

Item F **1. Appoint a Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2025; and**

2. Appoint a Vice-Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2025

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

Council Member Horn nominated Gary Pateau for CRA Chair.

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

Discussion: None

Gary Pateau was appointed as the Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2025.

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

Council Member Golding nominated Thad Moseley for CRA Vice-Chair.

Council Member Sutton nominated Ron Whittington for CRA Vice-Chair.

Mayor Hoffman closed the floor for nominations.

Discussion: None

Roll Call Vote: Janson – Whittington
Sutton – Whittington
Wagner – Whittington
Wouters – Whittington
Golding – Moseley
Horn – Whittington
Mayor Hoffman – Moseley

Ron Whittington was appointed Vice-Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2025.

City Attorney Migut suggested a motion to confirm both positions.

Motion: It was moved by Mr. Janson, seconded by Mr. Wagner, to approve Gary Pateau as Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2025 and Ron Whittington as the Vice-Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2025.

Discussion: None

Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman

The motion passed unanimously.

Mayor Hoffman requested a motion to fill the BOA vacancy. (*reference to Item C 4.*)

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to appoint Douglas Dell to fill the remainder of the unexpired 2nd Alternate seat on the BOA with a term expiration of December 31, 2025.

Discussion: None

Roll Call Vote: Ayes – Wagner, Wouters, Golding, Horn, Janson, Sutton, and Mayor Hoffman

The motion passed unanimously.

RESOLUTIONS: None

ORDINANCES:

Item A Adopt/Deny Ordinance No. 2024-8214 on the second reading adopting the 2050 Comprehensive Plan for the City of Jacksonville Beach

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

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8214 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TRANSMITTING PROPOSED AMENDMENTS TO THE 2030 COMPREHENSIVE PLAN AND ALSO TRANSMITTING A NEW MAP SERIES AND DATA AND ANALYSIS TO THE STATE OF FLORIDA’S VARIOUS AGENCIES FOR REVIEW AND COMMENT; PROVIDING FOR ADOPTION OF SAID AMENDMENTS AND ADOPTING A 2050 COMPREHENSIVE PLAN WITH VISIONS, INTENTS, AND STRATEGIES UPON RECEIPT OF SAID COMMENTS AND COMPLETION OF THE STATE REVIEW PROCESS; PROVIDING DIRECTIONS TO THE PLANNING AND DEVELOPMENT DEPARTMENT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance for the amendment to the text of the 2030 Comprehensive Plan is before this Council for a public hearing and adoption on its second reading.

Under the laws of the State of Florida, an ordinance which changes the text of any Element of the City’s 2030 Comprehensive Plan is a ‘quasi-legislative’ proceeding.

A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity. It is the duty of the Council to arrive at sound decisions regarding proposed changes to the text of the adopted 2030 Comprehensive Plan. This includes receiving citizen input regarding any proposed text change.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the City’s 2030 Comprehensive Plan. The Council’s decision on a Comprehensive plan amendment application is based on the criteria set forth in Section 34-182 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

I will now open the public hearing on Ordinance No. 2024-8214.”

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

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Ordinance No. 2024-8214 on the second reading adopting the 2050 Comprehensive Plan for the City of Jacksonville Beach.

Discussion: None

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

The motion passed unanimously.

Item B Adopt/Deny Ordinance No. 2024-8218 on the second reading for sidewalk dining

Ms. Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8218 by title only, whereupon Ms. Gosselin read the following:

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

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

I will now open the public hearing on Ordinance No. 2024-8218.”

Public Hearing:

The following spoke in support of the ordinance:

- Thad Moseley, 3701 Duval Drive, Jacksonville Beach

The following spoke about the ordinance:

- KC Braun, 804 13th Avenue North, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Ordinance No. 2024-8218 on the second reading for sidewalk dining.

Discussion: A discussion ensued about community value.

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

The motion passed unanimously.

Item C Approve/Disapprove Ordinance No. 2024-8219 on the first reading for "Zoning in Progress" suspension of certain activities, and schedule a second reading for January 21, 2025

Ms. Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8219 by title only, whereupon Ms. Gosselin read the following:

"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, PERTAINING TO LAND USE AND ZONING IN JACKSONVILLE BEACH; ENACTING A TEMPORARY SUSPENSION OF CERTAIN APPLICATIONS; PROHIBITING THE PROCESSING OF CERTAIN COMPREHENSIVE PLAN TEXT AND MAP AMENDMENTS, REZONINGS, VARIANCES, AND SPECIAL EXCEPTIONS TO ALLOW CITY STAFF TIME TO REVIEW, STUDY, AND PREPARE FINAL AMENDMENTS TO THE CITY OF JACKSONVILLE BEACH LAND DEVELOPMENT CODE AND ALLOW CITY COUNCIL TIME TO ADOPT FINAL AMENDMENTS TO THE LAND DEVELOPMENT CODE; PROVIDING FOR PURPOSE AND INTENT, SEVERABILITY, CONFLICT, SCRIVENER'S ERRORS, NON-CODIFICATION, AND AN EFFECTIVE DATE."

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

I will now open the public hearing on Ordinance No. 2024-8219."

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

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2024-8219 on the first reading for "Zoning in Progress" suspension of certain activities, and schedule a second reading for January 21, 2025.

Discussion: A discussion ensued about the ordinance, talking points, and code changes.

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

The motion passed unanimously.

ADJOURNMENT:

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

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

There being no further business, the meeting adjourned at 8:27 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

**Minutes of City Council Briefing
Monday, January 13, 2025 – 5:30 P.M.
City Hall 1st Floor Conference Room
11 North 3rd Street, Jacksonville Beach, FL**



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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn (late)	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were City Manager Mike Staffopoulos, Director of Human Resources Kimberlee Bennett, 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

City Manager's Annual Performance Evaluation

Director of Human Resources Kimberlee Bennett provided a summary of the process for the annual review of City Manager Mike Staffopoulos. Mayor Hoffman congratulated Mr. Staffopoulos on his sixth anniversary as the City Manager. She thanked the Council for actively participating in Mr. Staffopoulos' annual evaluation. Each Council Member provided Mr. Staffopoulos with feedback regarding his performance.

A conversation ensued regarding Mr. Staffopoulos' annual evaluation and referenced Section 7.06 in the City's Personnel Policies and Procedures. City Attorney David Migut stated it was at the discretion of the Council to rate Mr. Staffopoulos as they see fit. It was the consensus of the Council to give Mr. Staffopoulos a 2.5% pay increase for his annual evaluation. Ms. Bennett stated the evaluation would be on the agenda for the January 21, 2025, City Council meeting for formal consideration.

Previous Council Priorities

Mr. Staffopoulos reviewed the Council's previous priorities and the current status of those priorities. He discussed the proposed process for the upcoming Council retreat scheduled for March 7, 2025, and recommended upcoming priorities for the Council's consideration.

Legislative Policy Manual Review

Mr. Migut reviewed the proposed Legislative Policy Manual (LPM) amendments. A conversation ensued regarding quasi-judicial hearings. It was the consensus of the Council for the LPM to be presented to the Council at the January 21, 2025, City Council meeting for formal consideration.

Committee Assignment Report

Mayor Hoffman and Mr. Staffopoulos provided an update regarding the City's participation in the Homeward Bound program and the Jacksonville Fire Rescue Department PATH (Providing Assistant to the Homeless) program. Additional information regarding the programs would be provided to the Council. Mr. Staffopoulos stated an email was recently sent to all council members from Police Chief Gene Paul Smith with statistics regarding homelessness within Jacksonville Beach, specifically in the downtown area. Mr. Staffopoulos spoke about the challenges of addressing and assisting the homeless. A conversation ensued regarding items left on public property and blocking the sidewalks. Mr. Staffopoulos asked Mr. Migut to speak with Chief Smith to clarify the term "personal belongings" and the City's right to discard items blocking sidewalks.

Council Member Golding asked about rescheduling the recently canceled meeting with State representatives. Ms. Hoffman explained since there were no pressing issues for Jacksonville Beach and due to the time restraints of the State Representatives scheduled, the meeting would not be rescheduled. A conversation ensued regarding contacting State Officials individually regarding specific topics.

Ms. Hoffman said she would plan a meeting with Downtown business owners. She stated she would set up a meeting time with the TPO (Transportation Planning Organization) and FDOT (Florida Department of Transportation) to establish working relationships and clear lines of communication.

Council Member Janson stated he would participate in the Florida League of Cities FAST (Federal Actions Strike Team) Fly-in on February 4 – 5, 2025.

Ms. Golding informed the Council of the 25th anniversary of Paws Park and supported holding an event to celebrate.

Ms. Golding informed the Council of the annual Martin Luther King Jr. Day celebration being held at St. Paul's by the Sea Church. She stated funding was needed to help cover the cost of the band for the event and informed the Council of how to contribute if interested.

Miscellaneous City Manager's Items

Mr. Staffopoulos reminded the Council that the joint meeting with the Community Redevelopment Agency was scheduled for January 27, 2025, at the Exhibition Hall at South Beach Park, and the next City Council meeting was on Tuesday, January 21, 2025.

Future Briefing Topics

Mr. Staffopoulos stated he would email the Council an updated Council Briefing calendar.

The Briefing adjourned at 6:54 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	12/18/2024
SUBJECT:	Monthly Financial Reports for the Month of December 2024

BACKGROUND

Attached are the monthly financial reports for December 2024 as prepared by the Finance Department. These reports represent 3 months of activity, or 25.2% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the Month of December 2024

ATTACHMENTS

1. 2024-12 December Financials



SUMMARY BUDGET REPORT

December 31, 2024

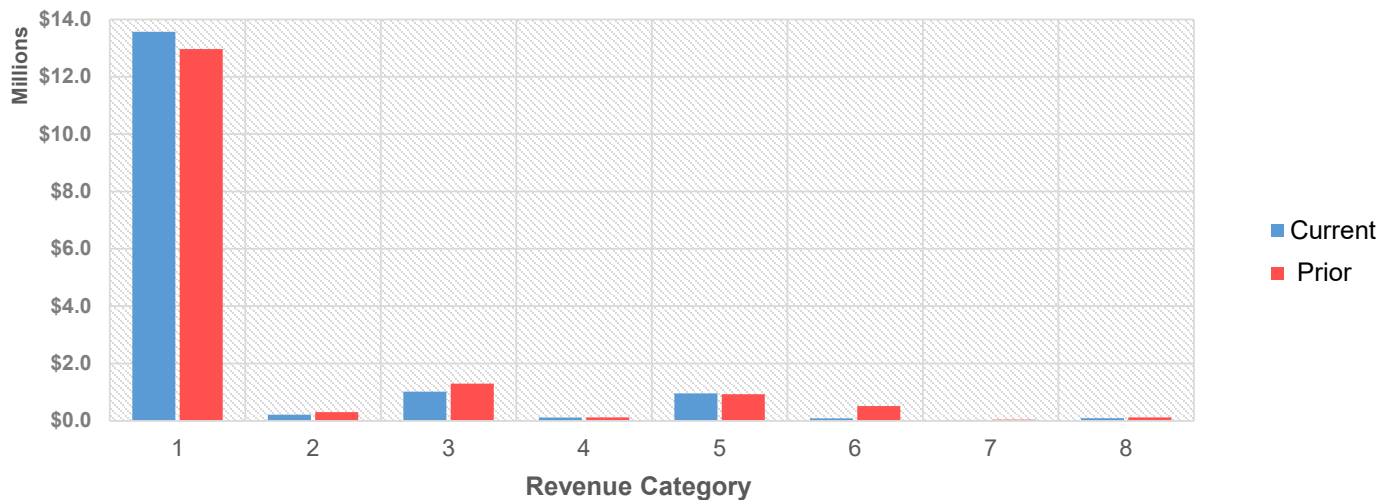
25.2% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	13,570,385	69.6%	12,965,063	71.8%	-2.2%	605,321
2 Licenses & Permits	215,689	26.3%	304,220	38.3%	-12.0%	(88,531)
3 Intergovernmental Revenue	1,015,642	19.7%	1,296,063	28.5%	-8.8%	(280,421)
4 Charges for Services	115,126	16.4%	118,047	21.5%	-5.1%	(2,922)
5 Enterprise Contributions	954,273	25.0%	926,993	25.0%	0.0%	27,280
6 Miscellaneous Revenue	83,107	20.1%	514,057	168.8%	-148.7%	(430,950)
7 Fines & Forfeitures	30,627	14.0%	42,645	21.3%	-7.3%	(12,018)
8 Interfund Transfers	93,000	18.1%	116,608	22.7%	-4.6%	(23,608)
Total Revenues	\$16,077,847	51.6%	\$16,283,695	56.8%	-5.2%	(\$205,848)

Current Year vs. Prior Year



Discussion

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

- 1 Taxes revenue is higher than the prior year due largely to the rise in property values and the timing of distributions from the Tax Collector. The negative % variance means that the actual receipts to date have not increased at the same rate of growth predicted in the budget.
- 2 Permit revenues are down because of a decrease in construction activity compared to the same time in the prior year.
- 3 The decrease in Intergovernmental revenues is largely attributable to the timing of quarterly reimbursements from the County for lifeguard and beach cleaning services.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

December 31, 2024

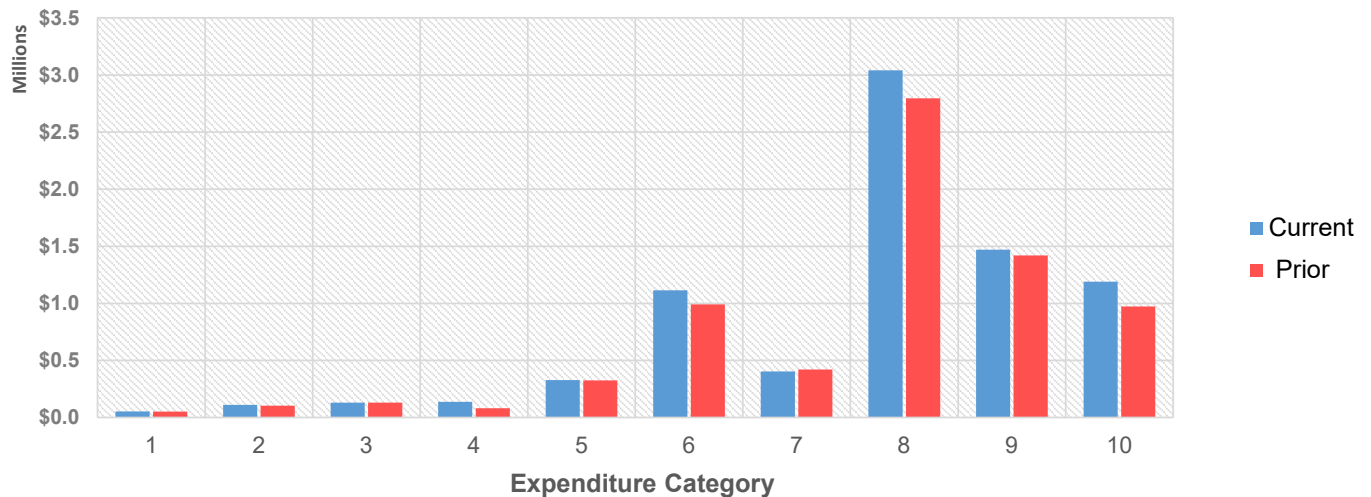
25.2% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	52,888	25.9%	52,182	15.0%	10.9%	706
2 City Attorney	110,598	17.5%	103,726	19.0%	-1.5%	6,872
3 City Clerk	129,760	22.3%	130,014	24.4%	-2.0%	(254)
4 Building Maintenance	137,489	25.7%	81,232	16.4%	9.4%	56,257
5 Planning and Development	328,426	19.7%	325,911	20.8%	-1.1%	2,515
6 Parks and Recreation	1,114,976	24.2%	990,992	22.3%	1.8%	123,984
7 Public Works	403,249	19.4%	419,908	21.1%	-1.7%	(16,659)
8 Police	3,042,173	25.1%	2,796,225	25.6%	-0.5%	245,948
9 Fire Services	1,470,874	37.3%	1,419,649	37.8%	-0.5%	51,225
10 Non-Departmental	1,189,990	23.4%	973,264	22.3%	1.1%	216,726
Total Expenditures	7,980,423	25.4%	7,293,103	25.2%	0.2%	\$687,320

Current Year vs. Prior Year



Discussion

Total General Fund Expenditures are in line with current year estimates as well as prior year expenditures on a percent of budget basis.

- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2025 is the 6th of 10 annual payments to satisfy this obligation.



SUMMARY BUDGET REPORT

December 31, 2024

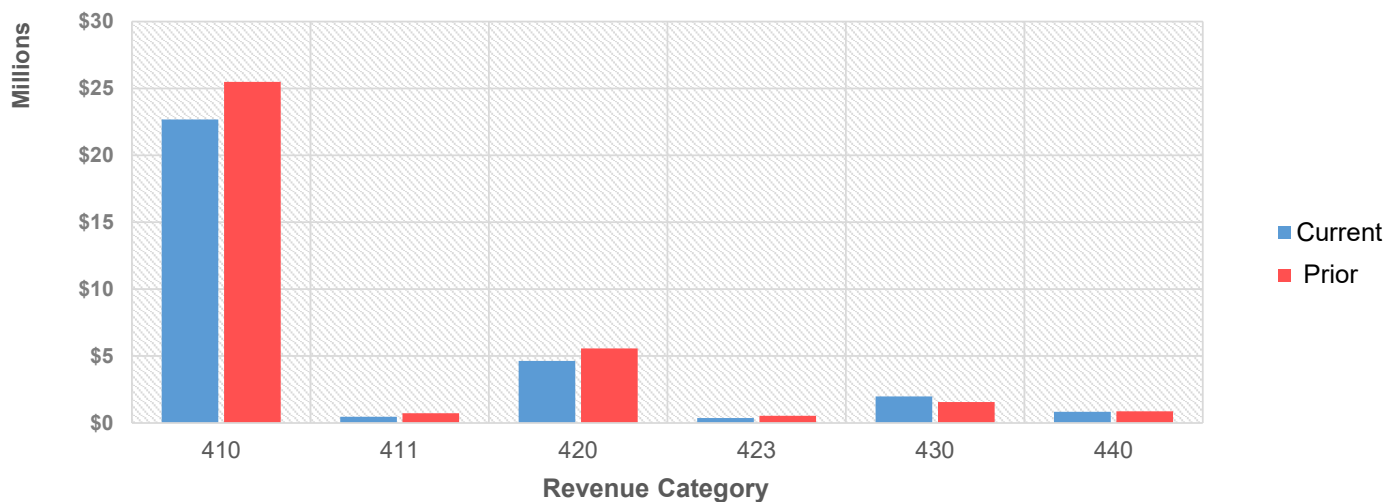
25.2% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	22,677,800	24.2%	25,485,477	25.8%	-1.6%	(2,807,677)
411 Natural Gas	454,817	19.8%	722,280	29.6%	-9.8%	(267,463)
420 Water & Sewer	4,633,221	25.5%	5,559,338	32.0%	-6.5%	(926,117)
423 Stormwater	361,968	12.8%	524,033	36.7%	-23.8%	(162,065)
430 Sanitation	1,976,090	25.3%	1,558,881	24.0%	1.3%	417,209
440 Golf Course	830,176	24.4%	862,021	30.2%	-5.8%	(31,845)
Total Revenues	\$30,934,073	24.1%	\$34,712,031	26.8%	-2.7%	(\$3,777,958)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are in line with current year estimates and slightly behind prior year revenues on a percent of budget basis. The decrease in all funds is attributable to the adjustment to market in the City's pooled investment assets.

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.

430 The dollar increase in Sanitation is largely attributable to a rate increase enacted to recover the cost of the solid waste and recycling contract.



SUMMARY BUDGET REPORT

December 31, 2024

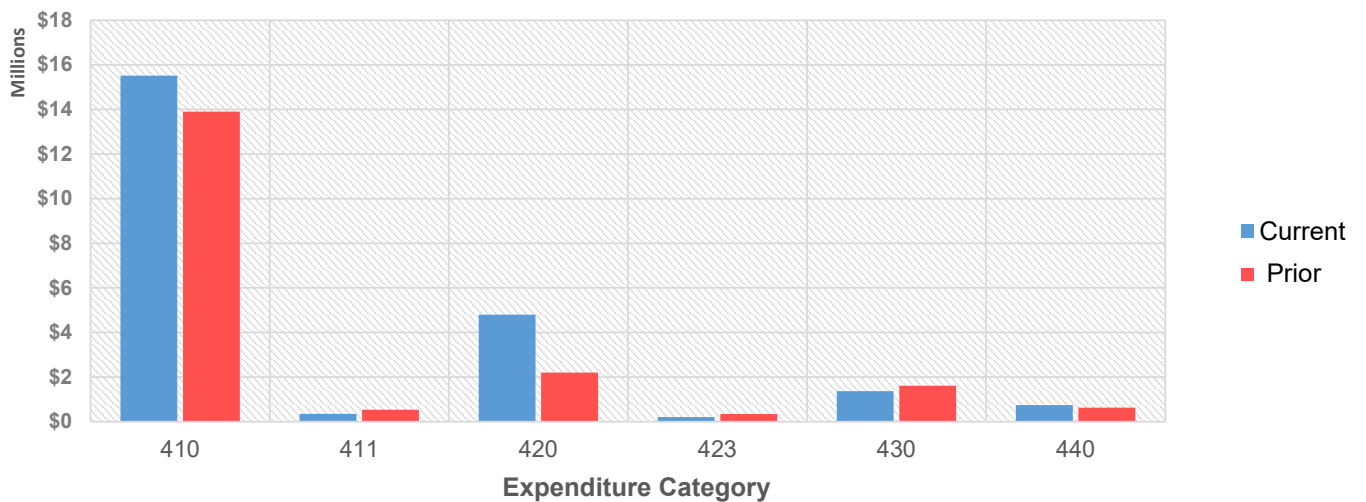
25.2% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	15,516,287	14.6%	13,903,827	13.2%	1.4%	1,612,460
411 Natural Gas	349,070	13.5%	537,124	23.0%	-9.4%	(188,054)
420 Water & Sewer	4,794,754	11.6%	2,198,188	12.3%	-0.7%	2,596,566
423 Stormwater	200,744	3.6%	338,030	6.5%	-2.9%	(137,286)
430 Sanitation	1,370,091	16.4%	1,613,080	21.4%	-5.0%	(242,990)
440 Golf Course	740,904	21.4%	629,853	19.8%	1.5%	111,051
Total Expenditures	\$22,971,851	13.7%	\$19,220,103	13.6%	0.1%	\$3,751,748

Current Year vs. Prior Year



Discussion

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

411 The decrease in Natural Gas expenditures reflects the timing of capital improvement projects compared to the prior year.

420 The increase in Water & Sewer expenditures reflects the timing of capital improvement projects compared to the prior year.

423 The decrease in Stormwater expenditures reflects the timing of capital improvement projects compared to the prior year.

430 The decrease in Sanitation expenditures from the prior year reflects the timing of payments to the solid waste and recycling contract vendor.



SUMMARY BUDGET REPORT

December 31, 2024

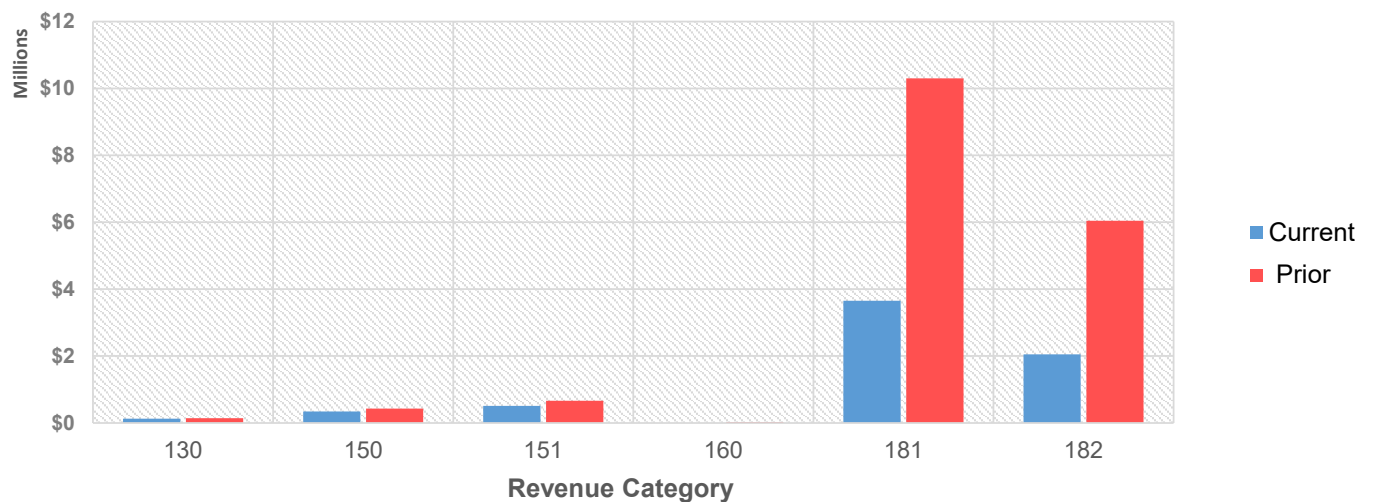
25.2% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	123,453	15.3%	137,899	22.2%	-6.9%	(14,446)
150 Local Option Gas Tax	339,722	24.3%	429,182	32.7%	-8.4%	(89,460)
151 Infrastructure Surtax	506,203	24.1%	660,296	34.8%	-10.7%	(154,093)
160 Community Dev Blk Grant	-	0.0%	23,608	16.6%	-16.6%	(23,608)
181 Downtown Increment Fund	3,649,150	33.2%	10,299,364	106.6%	-73.5%	(6,650,214)
182 Southend Increment Fund	2,048,995	62.3%	6,044,720	198.8%	-136.5%	(3,995,724)
Total Revenues	\$6,667,523	35.6%	\$17,595,069	105.5%	-70.0%	(\$10,927,545)

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are over budget for the current year and behind the prior year actuals on a percent of budget basis. The decrease in all funds is attributable to the adjustment to market in the City's pooled investment assets.

181/ The decrease in Downtown and Southend Increment fund revenues is due to the timing of the annual distribution from the County.

182 Historically, the funds are received in December. However, this year the monies were received on January 2, 2025.



SUMMARY BUDGET REPORT

December 31, 2024

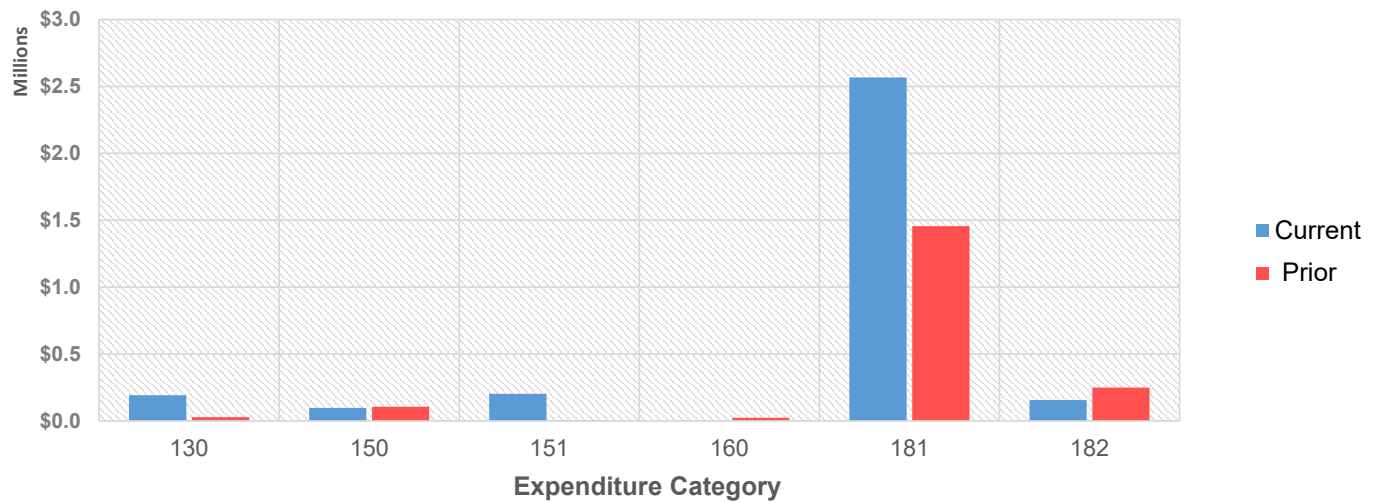
25.2% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	191,379	21.6%	27,295	3.6%	18.0%	164,085
150 Local Option Gas Tax	97,328	7.8%	105,932	12.6%	-4.8%	(8,604)
151 Infrastructure Surtax	202,188	1.3%	4,203	0.4%	0.9%	197,985
160 Community Dev Blk Grant	-	0.0%	23,608	16.6%	-16.6%	(23,608)
181 Downtown Increment Fund	2,566,921	7.9%	1,456,188	3.3%	4.6%	1,110,733
182 Southend Increment Fund	155,269	4.5%	249,362	6.8%	-2.3%	(94,093)
Total Expenditures	\$3,213,086	5.9%	\$1,866,588	3.7%	2.2%	\$1,346,498

Current Year vs. Prior Year



Discussion

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

130 The increase in Convention Development expenditures is due to the timing of capital projects.

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



SUMMARY BUDGET REPORT

December 31, 2024

25.2% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	31,147,065	7,850,767	16,077,847	8,227,080
130 Convention Development Tax	805,000	202,904	123,453	(79,451)
150 Local Option Gas Tax	1,398,500	352,499	339,722	(12,777)
151 Infrastructure Surtax	2,100,971	529,560	506,203	(23,357)
160 Community Dev. Blk. Grant	142,000	35,792	-	(35,792)
181 Downtown Increment Fund	11,004,018	2,773,615	3,649,150	875,535
182 Southend Increment Fund	3,288,839	828,968	2,048,995	1,220,028
410 Electric Utility	93,644,844	23,603,632	22,677,800	(925,832)
411 Natural Gas Utility	2,293,124	577,993	454,817	(123,176)
420 Water & Sewer Utility	18,154,612	4,575,957	4,633,221	57,264
423 Storm Water Management	2,820,787	710,993	361,968	(349,025)
430 Sanitation Fund	7,817,598	1,970,463	1,976,090	5,627
440 Golf Course Fund	3,404,492	858,119	830,176	(27,942)
460 Leased Facilities Fund	815,900	205,652	210,771	5,120
500 Internal Service Funds	19,353,745	4,878,204	4,666,080	(212,124)
Total Revenues	\$198,191,495	\$49,955,117	\$58,556,295	\$8,601,178

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	31,439,922	7,924,583	7,980,423	(55,840)
130 Convention Development Tax	887,858	223,789	191,379	32,409
150 Local Option Gas Tax	1,246,871	314,280	97,328	216,951
151 Infrastructure Surtax	15,835,692	3,991,462	202,188	3,789,274
160 Community Dev. Blk. Grant	142,000	35,792	-	35,792
181 Downtown Increment Fund	32,685,643	8,238,573	2,566,921	5,671,651
182 Southend Increment Fund	3,461,247	872,424	155,269	717,155
410 Electric Utility	106,572,778	26,862,180	15,516,287	11,345,892
411 Natural Gas Utility	2,579,659	650,215	349,070	301,145
420 Water & Sewer Utility	41,276,958	10,404,055	4,794,754	5,609,301
423 Storm Water Management	5,528,851	1,393,573	200,744	1,192,830
430 Sanitation Fund	8,355,681	2,106,089	1,370,091	735,999
440 Golf Course Fund	3,467,920	874,106	740,904	133,201
460 Leased Facilities Fund	1,155,471	291,242	871,786	(580,544)
500 Internal Service Funds	19,493,342	4,913,390	5,408,172	(494,782)
Total Expenditures	\$274,129,890	\$69,095,753	\$40,445,318	\$28,650,435

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	8,097,423	8,171,239
130 Convention Development Tax	(67,926)	(47,042)
150 Local Option Gas Tax	242,394	204,175
151 Infrastructure Surtax	304,015	3,765,917
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	1,082,229	6,547,186
182 Southend Increment Fund	1,893,727	1,937,183
410 Electric Utility	7,161,513	10,420,061
411 Natural Gas Utility	105,747	177,969
420 Water & Sewer Utility	(161,533)	5,666,565
423 Storm Water Management	161,224	843,805
430 Sanitation Fund	605,999	741,626
440 Golf Course Fund	89,272	105,259
460 Leased Facilities Fund	(661,015)	(575,425)
500 Internal Service Funds	(742,092)	(706,905)
Total	18,110,976	\$37,251,613



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

December 31, 2024

Type of Investment	10/1/2024 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	12/31/2024 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	45,937,264	241,881	(52,736)	(475,345)	(19,549)	(305,749)	0	45,631,515	-0.10%
Galliard Capital Management	58,526,592	568,758	23,390	(534,928)	(31,963)	25,256	0	58,551,849	0.01%
Garcia Hamilton & Associates	58,832,401	440,760	267,893	(1,199,075)	(10,047)	(500,469)	0	58,331,933	-0.17%
State Pooled Investment Fund	35,947,152	443,002	-	-	-	443,002	(0)	36,390,154	0.15%
Florida Trust	32,392,299	397,557	-	-	-	397,557	(0)	32,789,856	0.14%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	13,829,157	92,159	-	-	-	92,159	0	13,921,316	0.03%
Operating Cash: Bank of America	36,949,489	260,270	-	-	(54,153)	206,117	13,174,072	50,329,679	0.08%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	282,421,080	2,444,386	238,548	(2,209,349)	(115,712)	357,873	13,174,072	295,953,026	0.12%
Pension: Salem Mutual Fund	71,577,985	2,225,332	2,089,933	(5,258,255)	-	(942,990)	(0)	70,634,995	-0.73%
Pension: Sawgrass Asset Mgt	32,176,112	298,973	(33,829)	(1,361,684)	(32,921)	(1,129,461)	3,000,000	34,046,650	-0.90%
Pension: Wells Capital	18,403,925	13,180	2,410,001	(1,153,912)	(1,465)	1,267,803	(3,000,000)	16,671,728	0.99%
Pension: JPMCB - Strategic Property Fund	5,251,016	-	-	36,077	-	36,077	0	5,287,093	0.03%
TOTAL PENSION INVESTMENTS	127,409,037	2,537,485	4,466,105	(7,737,774)	(34,387)	(768,571)	(0)	126,640,466	-0.60%
TOTAL CASH AND INVESTMENTS	\$409,830,117	\$4,981,871	\$4,704,653	(\$9,947,122)	(\$150,098)	(\$410,698)	\$13,174,072	\$422,593,492	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	12/06/2024
SUBJECT:	Revised Communications Tower Lease Agreement with the United States of America, Department of the Navy

BACKGROUND

The City owns and operates a Radio Tower at 1460 Shetter Ave. The City leases to the United States of America, Department of the Navy, the space on and near the Tower that is depicted on Exhibit A (the "Space") for radio communications equipment. The Navy has occupied the space for the same purpose since 2019 and the current property lease expired in October 2024.

Council approved a new lease agreement at the November 2, 2024, but it did not include the final revisions requested by the Navy's legal department. Because the original agreement had not been executed by the Navy, Council is being asked to approve the new agreement instead of executing an amendment previously approved agreement.

The proposed new lease agreement is for one year with the option to renew for four additional one-year terms for a maximum lease period of no more than 5 years; which is the same terms as the recently expired agreement. The agreement proposed in November was for a 5-year term with the option to renew for 5 additional 1-year periods.

There are no other substantive differences between the original and revised agreements.

FINANCIAL IMPACT

Revenues received from the tower rental are used to fund technology purchases such as annual license agreements and computer replacements.

REQUESTED ACTION

Approve the revised Communications Tower Lease Agreement with the United States of America, Department of the Navy

ATTACHMENTS

1. NAVY LEASE 2025 as Revised

CITY OF JACKSONVILLE BEACH

COMMUNICATIONS TOWER SPACE LEASE AGREEMENT

THIS CITY OF JACKSONVILLE BEACH COMMUNICATIONS TOWER SPACE LEASE AGREEMENT ("Lease") is made and entered into as of October 1, 2024, between the City of Jacksonville Beach, Florida, with a principal address of 11 North Third Street, Jacksonville Beach, FL 32250 ("City"), and the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Systems Command Southeast, with a principal address of Box 30, Building 903, Attn: Real Estate Contracting Officer, RE11, Jacksonville, Florida 32212 ("Navy").

WITNESS:

A. City owns a certain tract of land, with improvements thereon, located at 1460 Shetter Avenue, Jacksonville Beach, Florida 32250, comprising the City's Operations and Maintenance Facility (the "Site").

B. City owns a tower and related infrastructure (the "Tower") located on the Site, as depicted in **Exhibit A**, which hosts antennas for the transmission and reception of radio frequency signals.

C. Navy desires to lease space on and near the Tower for the installation, operation and maintenance of Navy-owned radio communications equipment in connection with military activities conducted by Navy. Navy authority for entering into this Lease is 10 U.S.C. § 2661.

CITY AND NAVY AGREE AS FOLLOWS:

ARTICLE I - SPACE LEASED

1.01 Navy's Space. City leases to Navy the space on and near the Tower that is depicted on **Exhibit A**, consisting of approximately 12 square feet of space on the Tower and approximately 16 square feet of space at the base of the Tower (collectively, the "Space") for the installation, operation and maintenance by Navy of the radio communications equipment described in **Exhibit A**. Navy's use of the Space shall be solely for transmission and reception operations using only those frequencies that are listed on **Exhibit B** or such other frequencies as may be approved in advance by the City in writing.

ARTICLE II - TERM

2.01 Initial Term. This Lease shall be for one year, commencing on October 1, 2024, and expiring on September 30, 2025 (the "Initial Term").

2.02 Renewal Options. Navy may, at its option and in its sole and absolute discretion, renew this Lease for four consecutive renewal terms of one year each (each a "Renewal Term"). The term of each Renewal Term shall commence immediately upon the expiration of the Initial Term or the preceding Renewal Term as the case may be. To exercise its renewal options, Navy must provide City with written notice of its intent to renew by no later than 30 days prior to the expiration date of the Initial Term or the then current Renewal Term. All terms and conditions of this Lease shall remain the same during any Renewal Term.

2.03 Holdover by Navy. If, after termination or expiration of this Lease, Navy shall hold over and remain in possession of the Space or any part thereof, Navy shall be deemed a tenant at sufferance, subject to the provisions of this Lease.

2.04 Mutual Termination. During the Initial Term and any Renewal Term, Navy and City may mutually terminate this Lease upon 90-days' written notice, and no rent shall accrue after the effective date of termination. Navy shall remove its equipment from the Site and perform any restoration of the Site during the last 30 days of the then current Initial Term or Renewal Term.

2.05. Navy Termination. This Lease may be terminated by Navy without further liability on 15 days' prior written notice if (i) in Navy's reasonable judgment, termination is necessary for national security; or (ii) Navy is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Navy from installing, removing, replacing, maintaining or operating its equipment or using the Space in the manner intended by Navy; or (iii) Navy determines that the Space is not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength, coverage or interference.

2.06. Other Termination Conditions. This Lease may be terminated for reasons related to condemnation, as set forth in Section 9.01 below; due to destruction or damage to the Tower as set forth in Section 9.02 below; or upon Navy default as set forth in Section 12.01 below.

2.07 Site Restoration. Upon any expiration or termination of this Lease, Navy shall have a reasonable opportunity to remove its equipment from the Site and restore the Space to a condition comparable to that existing at the beginning of this Lease, reasonable wear and tear excepted.

ARTICLE III – RENT

3.01 Payment of Rent. Navy shall pay City rent in the amount of Forty-One Thousand, Six Hundred Dollars and 00/100 (\$41,600.04) per year, payable in twelve equal monthly installments of Three Thousand, Four Hundred Sixty-Six and 67/100 Dollars (\$3,466.67) .Monthly installments shall be paid in arrears, due on the last day of each calendar month, with the first payment due on October 31, 2024. Additional terms regarding payment of rent are set forth in Section 14.10 below.

3.02 RESERVED.

ARTICLE IV – USE OF SPACE BY NAVY

4.01 Installation and Operation. The equipment installed by Navy shall be and remain the property of Navy. Navy shall keep all of its equipment in safe condition at all times and in compliance with all directives of any governmental body and other standards pertaining thereto and pertaining to the Space. Navy, at its own cost and expense, shall obtain and maintain in effect any and all permits, licenses and approvals that may be required with respect to Navy's equipment, activities or operations by each governmental authority having jurisdiction. Any fixtures, equipment, additions, or structures installed by the Navy shall be and remain the property of the Navy and may be removed by the Navy prior to the expiration or termination of this Lease. Navy shall comply with all applicable Rules and Regulations of the Federal Communications Commission (FCC), Federal Aviation Agency (FAA), and all applicable codes and regulations of the city, county, and state concerned in the installation and operation of its communication

facilities. Navy further agrees to comply with City's security requirements. Navy shall perform or cause to be performed, at the sole expense of the Navy and to the satisfaction of City, all engineering studies required to determine the structural loading effects its communication facilities will have on City's communication towers at the Site prior to installation or replacement of such facilities. Navy shall be responsible for reasonable construction costs associated with all communication tower structural modifications, as determined by City, that may be required to accommodate the installation or replacement of its communications facility. Such tower structural modification details shall be approved by City prior to construction and will become the property of City. All tower structural modifications shall be performed by City or a City approved contractor. Notwithstanding the foregoing, the parties agree that any necessary structural modifications to the Tower must be described and agreed to by the parties in a written amendment to this Lease and, until such amendment is executed by both parties, neither the City nor the Navy have any obligations with respect to such necessary structural modifications. The preceding is added because there are laws and regulations restricting the Navy's ability to pay the City, or the City's approved contractor, for work related to the structural modifications, and there are laws and regulations restricting the Navy's ability to agree to future financial commitments in advance of receiving an appropriation from Congress necessary to pay for such future financial commitments.

4.02 Navy's Maintenance. All installation, construction, maintenance, repair, removal or relocation of any of Navy's equipment on the Space (hereinafter referred to as "Navy Work") shall require the prior written approval of City, which approval shall not be unreasonably withheld. City shall not be obligated to approve any Navy Work, which, when considered with all other equipment installed on the Tower, will cause the permitted wind load for the Tower to be exceeded. Request for any approval shall be in writing and furnished to City at least 10 days prior to the proposed work, provided that repairs of an emergency nature may be requested by phone, electronic mail, or in person to City's Site Manager. All Navy Work shall be performed in accordance with good engineering practices and shall not interfere with the quiet and uninterrupted use and occupancy of the Site or the Tower by other tenants. City shall have no responsibility for any Navy Work. Navy shall promptly notify City in writing upon completion of any Navy Work and at any time thereafter, City shall have the right, but not the obligation, to inspect the Navy Work to ensure that it has been performed as required herein and meets the requirements of **Exhibit B** hereto. If City shall determine that the Navy Work has not been so performed, or does not conform to such requirements, Navy shall remove and correct such work to the extent and in the manner required by City. If the Navy Work directly interferes with the physical operations of another tenant and the Navy fails to correct such work within 5 days of written notification by City, City may remove the Navy Work and may file a claim with the Navy for reimbursement of all reasonable costs and expenses in accordance with Section 14.11 of this Lease.

4.03 Access. Navy shall have a 24 hour, 7 days per week right of access to the Tower for inspection, repair, operation, maintenance and replacement of its equipment; provided, however, that such access and activities shall not interfere with the use of the Tower by City or any tenants or users. Navy's right of access may be exercised only by a full-time employee or an authorized agent of Navy. City shall have a right of access, at all reasonable times, for examination or inspection, emergency repair or replacement of any of Navy's equipment located in the Space; provided however, that City shall use reasonable efforts to avoid interfering with the use of the Tower by Navy, and to give advance notice of such access and the opportunity for Navy to have a representative present unless emergency circumstances preclude the City's doing so.

4.04 Limitations on Navy's Usage. Navy shall use the Space exclusively for its radio frequency receiving and transmission activities on the frequencies described on **Exhibit B**. Navy shall not maintain or cause any nuisance or unsafe condition on the Site, the Tower or the Space.

4.05 RESERVED.

4.06 Utilities. Navy will acquire utilities outside of this lease but shall be responsible for furnishing and paying for all telephone services and electricity used by Navy. Navy shall have the right to have utilities installed, at Navy's expense, and to have the present utilities improved on or near the Space (including, but not limited to the installation of emergency back-up power). Subject to the City's approval of the location, which approval shall not be unreasonably withheld, Navy shall have the right to have utilities placed on or brought across the Site in order to service the Space and Navy's equipment.

ARTICLE V – INTERFERENCE

5.01 Interference by Navy. City has granted and intends to grant to other tenant's facilities and/or rights which are similar to those granted herein to Navy. Navy shall conduct its activities in accordance with sound electronic and engineering practices and will cooperate with other tenants and potential tenants so as to anticipate and prevent "Interference" (as hereinafter defined). If any engineering report is submitted to or obtained by City concluding that Navy's radio frequency activities are causing Interference to any Pre-Existing Tenant, then Navy shall promptly, and at its sole expense, correct the condition causing such Interference. In the event Navy does not promptly correct such condition, Navy shall upon receipt of notice from City turn off the electrical power to Navy's equipment or power down its equipment, as appropriate under the circumstances, until the condition causing Interference is corrected, or Navy establishes to City's reasonable satisfaction that Navy's equipment is not the cause of such Interference. Navy, prior to installation and operation of equipment, shall perform an analysis of the frequencies used and which it proposes to use at the Site and provide the results to the City for its information and use. A copy of the frequency analysis shall be included as **Exhibit B**.

5.02 Interference to Navy. Upon determination by City or Navy that any other tenant on the Tower is causing Interference with Navy's radio communications equipment and, except as otherwise provided in Section 4.01 above, City will use its best efforts to cause the other tenant to promptly correct the condition causing the Interference. City agrees that all agreements with such other tenants will contain the language of Section 5.01 above (except that in each case the language of Section 5.01 will be modified to name the other tenants instead of the Navy).

5.03 Interference Defined. As used herein "Interference" with a radio frequency activity shall mean an existing condition which constitutes Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the FAA and FCC then in effect, including, without limitation, the physical obstruction or interference with such activity.

5.04 Dispute as to Interference. Any dispute as to whether Interference is being caused, or as to who is causing Interference, which remains unresolved for longer than 7 calendar days shall be submitted to a consulting electronic engineer selected by the City who is not employed by City or any tenant whose communication equipment is located on the Tower, and the determination of the consulting electronic engineer shall be final and binding on all parties, provided that in no event shall Navy be responsible for interference with the equipment of tenants other than prior existing tenants. If the Navy is determined to be responsible for causing the interference, then the City may file a claim with the Navy in accordance with Section 14.11 of this Lease seeking reimbursement for the cost of the consulting engineer. If it is determined that more than one tenant, including the Navy, is equally responsible for the Interference, the expense of the consulting engineer shall be shared equally by the tenants as determined to be responsible

for causing the Interference. In such case, the City may file a claim with the Navy in accordance with Section 14.11 of this Lease seeking reimbursement for the cost of the consulting engineer.

5.05 Notification of New Frequencies. The City will inform Navy of any antennas added to the tower after the Navy's frequency analysis and provide their associated frequencies.

5.06. Foreign Persons on Site. The City acknowledges Navy has national security concerns with respect to foreign contractors, vendors, and additional lessees operating on the Site. The City agrees to use and allow only U.S. citizens to perform work on the Site. The City agrees to notify Navy at least thirty (30) days prior to authorizing a new vendor or lessee to operate on the Site and to provide Navy such name, address, and contact information for Navy screening purposes. Navy will promptly advise the City in the event Navy screening of a proposed vendor or lessee results in a national security concern.

5.07. Prohibited Telecommunications Services or Equipment. Navy is currently the only lessee on the Site or Tower. Pursuant to Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 and FAR 52.204-25, incorporated herein by this reference, the City shall notify Navy in writing at least thirty (30) days prior to any change, modification, or addition of telecommunications components, equipment, and/or systems upon the Site or Tower.

5.08. FAR 52.204-24 will apply to any additional third party telecommunications equipment the City intends to allow on the Site or Tower. The City will require such potential lessees to complete the Representation in FAR 52.204-24 and will provide a copy of the completed Representation to Navy.

ARTICLE VI – REPAIRS AND MAINTENANCE

6.01 Repairs or Modifications by City. City may file a claim with the Navy in accordance with Section 14.11 of this Lease seeking reimbursement for all costs incurred by City in connection with or resulting from: (A) repairs or modifications made by City if the need for such repairs or modifications is caused by any safety regulation, order, directive or standard relating to or caused by Navy's equipment or any attachment thereto; (B) any changes or improvements requested by Navy which City, in its discretion, may agree to perform; (C) any violation or breach of any provision of this Lease by Navy or anyone acting for Navy; or (D) actions or repairs performed by City pursuant to Sections 6.02 or 6.03 below. City shall have the right, but not the obligation, to undertake any such repairs or modifications. Navy shall affect reasonable immediate repairs, as may be required under the existing circumstances, at its sole

6.02 Emergency Action by City. If circumstances occur, or threaten to occur, from which City may reasonably conclude that damage is likely to occur to the property of Navy, or of the property of any other person, or that substantial threat to life will exist, before agents of Navy can be advised and respond, City, without notice to Navy, may repair or maintain any or all equipment and/or lines of Navy and take any other action which, in City's reasonable discretion, may appear necessary, with respect to the property of Navy, without any liability on the part of City for any damage that such action may cause, except to the extent that such damage arises from the negligence or misconduct of City, its employees, agents or contractors.

6.03. Non-Emergency Repairs: In the event of need for repair or maintenance of the Tower, which, in the reasonable discretion of City, is of a non-emergency nature, then City shall have the right, upon 10 days' prior written notice to Navy, to undertake such repair or maintenance, or to require Navy to do so if the repair is related to the Navy's equipment. City and Navy agree to try to coordinate their activities so as to minimize any interruption that may be caused to Navy's radio communications equipment activities or to the radio frequency or operational activities of any other tenants.

6.04. Tower Maintenance: During the term of this Lease, City will maintain the Tower to comply with existing rules and regulations imposed upon City by any governmental authority having jurisdiction over its operation and make any repairs and modifications reasonably necessary to maintain the Tower in good condition and in compliance with good engineering practices. In the performance of its obligation to maintain and repair the Tower, it may be necessary from time to time for City to request that Navy temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Navy agrees to cooperate with City and comply with and honor City's reasonable request for temporary cessation of radio frequency activities, to turn off its electrical power and/or make other adjustments to its equipment or operation as necessary to allow orderly performance in carrying out such work, provided that there is no other reasonable method available to City to perform such work. Except in an emergency, the City agrees to give the Navy written notice of maintenance work on the Tower requiring cessation of Navy's transmission and broadcasting activities as soon as the work is scheduled but in no case less than 72 hours prior to the commencement of the work. The City will make every effort, except in an emergency, that any such cessation shall be during Navy's non-peak hours.

ARTICLE VII – INDEMNITY AND INSURANCE

7.01 Indemnification. Except to the extent that damage or injury arises from the negligence or misconduct of City, its employees, agents or contractors, to the extent allowed by the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401(b), and 2671-2680) or the Military Claims Act (10 U.S.C. § 2733), Navy shall be responsible for loss of life, personal injury, loss or damage to property or other damage caused by: (i) the use of Tower or the Site by Navy, its agents, servants, employees or invitees; or (ii) the performance by or carrying out by Navy, its agents, servants, employees or invitees of any of the terms and conditions of this Lease; (iii) the failure of Navy to perform any term, covenant or condition required to be performed by Navy under this Lease; (iv) any damage or injury that may occur as a result of any unsafe condition, or of any negligent installation or maintenance of equipment of Navy or any invitee if such condition or installation or maintenance is the responsibility of Navy under this Lease; or (v) Navy's failure to comply with any applicable statute, rule, regulation, order of other standard pertaining to the use or installation of equipment of Navy or any invitee. City shall indemnify and hold Navy harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Site or the Tower by City, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Navy, or its employees, agents or contractors.

7.02 Insurance. As an agency of the Federal government, the Navy is self-insured. Navy will ensure that any Navy contractor working on the Site is contractually obligated to procure and maintain the insurance required hereunder during the term of this Lease. In the case of any sub-contractors, their insurance may be either by separate coverage or by endorsement under insurance provided by the prime contractor. Navy will submit the contractor's Certificates of

Insurance to City prior to allowing contractor to perform work at the Site. The types and minimum amounts of insurance are stated below:

SCHEDULE

AMOUNT

Workers' Compensation

For Florida Statutory coverage and Employer's Liability \$500,000 each accident
(including Employer's Liability Appropriate Federal Acts)

Commercial General Liability

For Premises – Operations	\$1,000,000 each occurrence
Products – Completed Operations Independent Contractors	\$2,000,000 annual aggregate/combined single
Broad Form Property Damage – Explosion, Collapse, and Underground Hazards (XCU coverage) as appropriate	limit for bodily injury and property damage

Automobile Liability

For all autos owned, hired, or non-owned	\$1,000,000 each occurrence combined single limit
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All Risk Property Damage

Actual cash value of Navy's property at leased locations as identified on **Exhibit A**

7.03 Navy's Commercial/General Liability. Navy will ensure that any Navy contractor working on the Site is contractually obligated to comply with the following requirements: Navy contractors' Commercial/General Liability insurance, if a "claims made" policy, shall be maintained for a period of three years after the expiration of the lease. If the policy is an "occurrence" policy, no maintenance is necessary beyond the lease expiration date. The indemnity agreement is separate and is not limited to the insurance amounts stated above. Navy's contractors will obtain a Waiver of Subrogation on all required insurance in favor of the City, its board members, officers, employees, agents, successors and assigns. Such insurance shall be written by a company, or companies licensed to do business in the State of Florida and with an A- or better rating. Prior to commencement of this Lease, certificates evidencing the maintenance of said Navy's contractor insurance shall be furnished to the City for approval. All policies, except for business interruptions and workers' compensation policies, shall name the City, its board members, officers, employees, agents, successors and assigns, as their respective interests may appear, as additional insured's (herein referred to as the Additional Insured's). Each policy, which is to be endorsed to add Additional Insured's hereunder, shall contain cross- liability wording as follows:

In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner, as if separate policies had been issued to each insured hereunder.

The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by the City.

7.04 City's Right to Procure Liability Insurance. If Navy shall fail to cause its contractors or subcontractors to procure and maintain such insurance policies, City may, but it shall not be obligated to, procure and maintain such policies at Navy's expense. City may file a claim with the Navy in accordance with Section 14.11 of this Lease seeking reimbursement of any amounts paid by City for this insurance.

ARTICLE VIII – DESTRUCTION OR DAMAGE

8.01 Damages From Certain Causes. City shall not be liable to Navy for loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the control of City. In no event shall City be liable for consequential damages including lost revenues resulting from Navy's inability to operate radio frequency equipment under any circumstances.

8.02. Destruction or Damage to Navy's Equipment. Navy shall have the full risk of loss from any and all causes for all of its equipment located or installed in, on or around the Space. City shall have no responsibility and shall not be liable for damage or destruction thereto, or for losses resulting from any such damage or destruction unless caused by the City or its agents or employees, except to the extent that damage or injury arises from the negligence or misconduct of City, its employees, agents or contractors.

8.03. Acts or Omissions of Other Parties. Except to the extent that damage or injury arises from the negligence or misconduct of City, its employees, agents or contractors, City shall not be liable to Navy or anyone claiming under or through Navy for any loss or damage caused by the acts or omissions of any other tenants or the malfunctioning or interruption of any service, utility, facility or installation supplied by City or any other party, including, but not limited to, the availability of electrical services from public utilities or from any emergency generator.

ARTICLE IX – ALTERATIONS OR DISMANTLING REQUIRED BY GOVERNMENTAL AUTHORITIES

9.01 Condemnation. If the Site, the Tower, the Space, or any part or portion thereof, are condemned, or taken, or ordered dismantled, by any governmental authority, agency or entity having the power of eminent domain or condemnation, or other power to order dismantling, so as to make unusable the radio frequency facilities used by Navy, then this Lease shall terminate from the time possession is taken by the condemning authority, or dismantling is begun, as the case may be, and Navy shall have no obligation for the payment of rent for any period thereafter. City will promptly provide written notice to Navy after receipt of any such pending or proposed condemnation action related to the Site.

9.02 Destruction or Damage to Tower. If, during the term of this Lease, or any extension or renewal thereof, the Site shall be partially destroyed or damaged in part by fire or other cause, City, at its own expense, shall cause the same to be repaired, replaced or rebuilt within 30 days. In the event City has not commenced such repair, replacement or rebuilding within 30 days after the date of such damage or destruction, Navy may, upon written notice to City, terminate this Lease as of the date set forth in such notice and all rentals and other sums shall be accounted

for between City and Navy as of the date the Site became unavailable to Navy. Rent shall abate to the extent that, and for the period that, the Site is not usable for the conduct of the Navy's business. In the event of any damage or destruction which renders Navy's facilities non-operable for a period reasonably expected to exceed 5 days, Navy shall have, and City hereby grants to Navy, the right to bring and maintain upon the Site such temporary communications facilities as Navy shall reasonably determine are necessary to continue to operate Navy's communications system and provided i) that such temporary facilities do not materially interfere with City's operation or any other tenant's communications operations on the Site or the repair or replacement of the damaged facilities; ii) that Navy obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; iii) that Navy shall remove such temporary facilities upon the sooner of (a) the restoration of service of Navy's facilities, or (b) termination of this Lease. Notwithstanding the above, in the event the Site is destroyed or damaged to such an extent that in City's sole judgment repair would be an imprudent business decision, City may elect not to repair or rebuild the Site and in such event, may terminate its approval to use that respective Site and reimburse Navy the pro-rata share of the rent that has been paid in advance of any unexpired term hereunder.

ARTICLE X – ASSIGNMENT OR SUBLET

10.01 Assignment by City. This Lease may be assigned by City with prior notice and approval by Navy and execution by the parties of a Lease Novation Agreement with City's successor in interest. In the event of such assignment of City's interest in this Lease or the Site, the City shall be released from all liability for the performance of any obligations pursuant to this Lease arising after the date of such assignment, it being agreed that from and after said assignment, the assignee shall instead be liable.

10.02. Assignment or Subletting by Navy. Navy shall not assign or sublease this Lease or any interest therein, and shall not encumber, hypothecate or otherwise give as security, this Lease or any interest therein without the prior written consent of City.

ARTICLE XI – ADDITIONAL SPACE OR RELOCATION BY TENANT

11.01 Modification of Space or Equipment: Except as may be appropriate as part of Navy's repair and maintenance of its equipment, Navy shall not demolish, remove, add, substitute, relocate or modify any installations, equipment or other improvements located on the Space without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Upon request by Navy, City may, in its reasonable discretion, during the Initial Term or any Renewal Term hereof, (i) Provide space on the Tower to Navy for placement of additional equipment; (ii) Permit Navy to substitute cabinets or related equipment in lieu of the equipment listed in **Exhibit B** hereto; or (iii) Permit Navy to relocate the cabinets or related equipment specified in **Exhibit B** hereto or to locate any substitute equipment permitted by City, all at such rent and upon such other terms and conditions established by City in its reasonable discretion. In the event that the parties agree to any such modification, City and Navy shall execute a written amendment to this Lease in conformity with this Section.

ARTICLE XII – DEFAULT

12.01 Failure to Cure. If Navy fails to perform any of the terms, conditions or covenants of this Lease to be observed or performed by Navy for more than 30 days after notice of such failure and any reasonable opportunity to cure to which the parties agree, or if Navy suffers this Lease to be taken under any writ of execution or otherwise, then City, besides other rights or remedies

it may have, shall have the immediate right to notify Navy of its intent to terminate this Lease and request restoration of the Site.

12.02 Expense Reimbursement. In addition to any other remedies City may have at law or in equity and/or under this Lease, City may file a claim with the Navy in accordance with Section 14.11 of this Lease for reimbursement to City of all of City's costs, charges and expenses, including fees of counsel, agents and others retained by City, incurred in connection with the recovery of sums due under this Lease, or because of any breach of any covenant under this Lease, or for any other relief against Navy.

12.03 RESERVED.

12.04 No Waiver. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition.

12.05 Cumulative Remedies. The rights and remedies given to City by this Lease shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which City might otherwise have by virtue of a default under this Lease, and the exercise of one such right or remedy by City shall not impair City's standing to exercise any other right to remedy.

ARTICLE XIII – RIGHT OF QUIET ENJOYMENT

13.01 Navy's Right of Quiet Enjoyment. Except as Navy encounters interference as described at Article V over which City has no immediate control, and except as provided for in Section 4.01, City covenants that Navy shall be placed in possession of the Space at the commencement of the term of this Lease, and that during the term, upon paying the stipulated rent and performing all of the terms and provisions of this Lease, Navy shall peaceably hold and enjoy the Space without hindrance or interruption by City, subject to the rights of City to enter the Space for the purposes provided for in this Lease.

ARTICLE XIV – MISCELLANEOUS

14.01 Notices. Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed duly given if delivered to the address of the party to be notified or if deposited in the United States mail, certified with return receipt requested, addressed to the party to be notified as follows:

TENANT: Department of the Navy
Naval Facilities Engineering Systems Command Southeast
Attn: Real Estate Contracting Officer
P.O. Box 30, Bldg. 903, RE32
Jacksonville, Florida 32212-0030

CITY: Property and Procurement Officer
City of Jacksonville Beach
1460 Shetter Avenue
Jacksonville Beach, Florida 32250

unless either of the respective addresses are changed by notice in writing sent to the other party hereto by the method afore described. Notices shall be deemed to be given on the earlier of its delivery or the expiration of 5 business days after it is deposited in the mail in the manner described above.

14.02 Successors. The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

14.03 Construction. This Lease and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Florida and applicable Federal law. Paragraph headings used in this Lease are for convenience of the parties only and shall in no way be used to interpret or construe the agreement of the parties.

14.04 Savings Clause. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Entire Agreement. Any agreement between the parties hereto shall be ineffective in changing, modifying or discharging this Lease in whole or in part unless such agreement is in writing and signed by both parties hereto. This Lease constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties, whether written or oral, with respect to the subject matter hereof.

14.06 Recording. City and Navy agree that this Lease shall not be recorded, and that each will execute a short form memorandum of this Lease for recording, if requested to do so by the other.

14.07 Additional Actions. The parties shall cooperate with each other, take any additional action, and execute any additional documents reasonably necessary or appropriate to accomplish the purposes of this Lease.

14.08 Environmental. City represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. City and Navy shall not introduce or use any Hazardous Substance on the Site in violation of any applicable law. City shall be responsible for and shall promptly conduct any investigation and remediation as required by any applicable environmental law, with respect to all spills or other releases of any Hazardous Substance not caused solely by Navy, that have occurred, or which may occur on the Site. City agrees to defend, indemnify and hold Navy harmless from environmental claims resulting from

actions on the Site not caused by Navy. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. The obligations set forth in this Section 14.08 shall survive termination or expiration of this Lease. The Navy has conducted an Environmental Condition of Property report, attached hereto and made a part hereof as **Exhibit C** to provide an environmental condition baseline as of the start of this Lease. Additionally, City and Navy will complete a Joint Inspection and Inventory Report, documenting the physical condition of the Space, which shall be attached hereto and made a part hereof as **Exhibit D**.

14.09 System for Award Management Maintenance.

(a) *Definitions.* As used in this Section 14.09:

"Contractor" means the City.

"Government" means the Navy.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts for the same entity.

"Registered in the System for Award Management (SAM) database" means that:

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes:

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Real Estate Contracting Officer a minimum of one business day's written notification of its intention to-

A. Change the name in the SAM database;

B. Comply with the requirements of subpart 42.12 of the FAR; and

C. Agree in writing to the timeline and procedures specified by the responsible Real Estate Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of

assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Real Estate Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

14.10 Prompt Payment. As used in this Section 14.10, "Contractor" means the City and "Government" means the Navy. The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date:*

(1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

- (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) Other payments. The due date for making payments other than rent shall be the later of the following two events:

- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
- (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement

over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Section 14.11 Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at Section 14.11 Disputes.

(d) *Overpayments.* If City becomes aware of a duplicate payment or that Navy has otherwise overpaid on a payment, City shall:

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the:

- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
- (iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Real Estate Contracting Officer.

14.11 Disputes.

(a) This Lease is subject to the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109) (the "Disputes Act").

(b) Except as provided in the Disputes Act, all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Disputes Act.

(c) "Claim", as used in this clause, means a written demand or written assertion by City or Navy seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that includes the relief sought by the claimant. However, a written demand or written assertion by City seeking the payment of money exceeding \$100,000 is not a claim under the Disputes Act until certified as required by Section 14.11(f) below. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim under the Disputes Act.

(d) A claim by City shall be made in writing and submitted within 6 years after accrual of the claim to Navy (Attention: Real Estate Contracting Officer) for a written decision. A claim by Navy against City shall be subject to a written decision by Navy (Commanding Officer, Naval Facilities Engineering Command Southeast). Written notice of any claim under the Disputes Act shall include the following statement: "You are hereby notified of a claim under the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109)." Any notice that does not include the preceding statement shall be deemed not to be a claim under the Disputes Act.

(e) City shall delivery the certification described in Section 14.11(f) when submitting any claim:

- (1) Exceeding \$100,000; or
- (2) Regardless of the amount claimed, when using:
 - (i) Arbitration conducted pursuant to 5 U.S.C. §§ 571-584; or
 - (ii) Any other alternative means of dispute resolution ("ADR") technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act ("ADRA").

(f) *Certification:*

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of City's knowledge and belief; that the amount requested accurately reflects the Lease adjustment for which City believes Navy is liable; and that I am duly authorized to certify the claim on behalf of City."

(g) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. The certification may be executed by any person duly authorized to bind City for the claim.

14.12 Assignment of Claims.

(a) The City, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The City shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Real Estate Contracting Officer authorizes such action in writing.

14.13 Gratuities.

(a) The right of the City to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the City, its agent, or another representative:

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Navy; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Navy is entitled:

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the City in giving gratuities to the person concerned, as determined by the agency head or a designee.

(d) The rights and remedies of the Navy provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

14.14 Examination of Records by Navy. The Navy or any of its duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, paper, and records of the City involving transactions related to this contract or compliance with any clauses there under. The City further agrees to include in all his subcontractors hereunder a provision to the effect that the subcontractor agrees that the Navy or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses there under. The term "subcontract" as used in this clause exclude (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

14.15 Availability of Funds. All activities, obligations, and payments due under or pursuant to this Lease are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this Lease shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet Navy's obligations under this Lease or any deficiencies hereunder.

ARTICLE XV – FINANCIAL AND ACCOUNTING

[INTENTIONALLY LEFT BLANK FOR NAVY TO FILL IN]

IN WITNESS WHEREOF, we, the City and Navy, have hereunto affixed our hands and seals.

CITY OF JACKSONVILLE BEACH, FLORIDA

Christine Hoffman, Mayor

Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal sufficiency:

Sheri Gosselin, City Clerk

David Migut, City Attorney

Date Signed

UNITED STATES, DEPARTMENT OF THE NAVY

Ferdinand L. Salomon

Print Name

Real Estate Contracting Officer

Title

Date Signed

ATTEST:

Print Name

Title

Date Signed

EXHIBIT A
TOWER SPACE MAP

** TOWER TECHNOLOGY, INC. **
** P.O. BOX 11538 **
** KANSAS CITY, MO 64138 **
** TEL. (816) 358-0003 **

TOWER ANALYSIS

DATE: FEBRUARY 12, 2019
FOR: URS FEDERAL SERVICES (NAVY)
SITE: JACKSONVILLE BEACH, FL
TTI JOB#: N-514
HEIGHT: 300 FT.
TOWER TYPE: PIROD U-30 SELF SUPPORTING TOWER

ANSI/TIA-222-G

V= 130 MPH CLASS III
EXPOSURE C CATEGORY 1

EQUIPMENT DATA

<u>DIAMETER</u>	<u>TYPE</u>	<u>CENTERLINE</u>	<u>AZIMUTH</u>	<u>WAVEGUIDE</u>
N/A	BMR12	298 FT. BASE	N/A	1 1/4" COAX
N/A	AMP	298 FT.	N/A	1/2" COAX
N/A	BMR12	268 FT. BASE	N/A	1 1/4" COAX
N/A	12' WHIP	162 FT. BASE	N/A	1 1/4" COAX
N/A	SM. PANEL & AMP	102 FT.	N/A	(2) 3/8" CABLE
N/A	20' DIPOLE	101 FT. BASE	N/A	1/2" COAX
N/A	* ANT280S	100 FT.	N/A	1/2" COAX
N/A	* D2214	85 FT.	N/A	7/8" COAX
2 FT.	* SP2-5.2 W/RADOME	75 FT.	NORTH	1/2" COAX
N/A	* ES520 RADIO	70 FT.	N/A	CAT5E CABLE
N/A	SM. PANEL	45 FT.	N/A	1/4" CABLE
N/A	SM. PANEL	39 FT.	N/A	1/4" CABLE
N/A	SM. PANEL	37 FT.	N/A	1/4" CABLE

* - PROPOSED EQUIPMENT

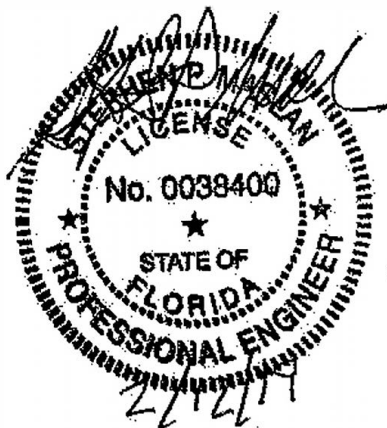


EXHIBIT A
TOWER SPACE MAP

JACKSONVILLE BEACH, FL
300 FT. VALMONT U-30
URS FEDERAL SERVICES (NAVY)
FEBRUARY 11, 2019

LIGHTNING ROD @ 300' BASE
LOW PROFILE BEACON @ 300' [7/16" CABLE]
BMR12 W/AMP ON 6' ARM @ 298' BASE [1 1/4" COAX & 1/2" COAX]

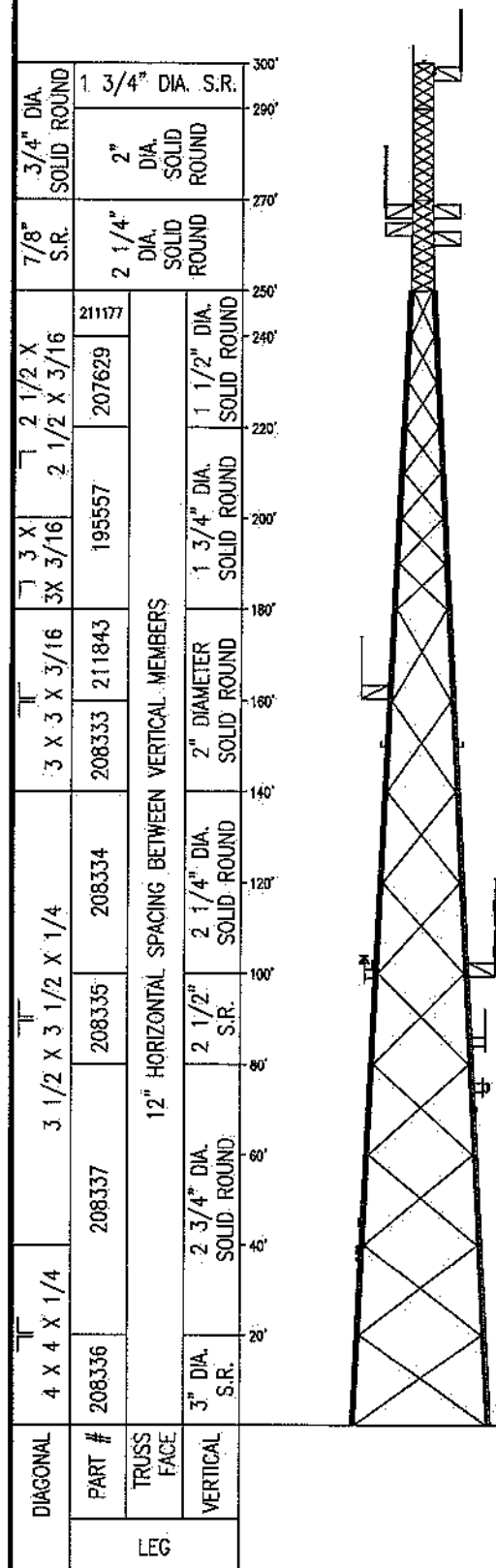
BMR12 ON 6' ARM @ 268' BASE [1 1/4" COAX]
6' ARM @ 268', 262', & 260'

12' WHIP ON 6' ARM @ 162' BASE [1 1/4" COAX]
SIDE LIGHTS @ 150' [7/16" CABLE]

[1" PVC TERMINATES AT 120']

SMALL PANEL & TMA @ 102' [(2) 3/8" CABLE]
20' DIPOLE ON 6' ARM @ 101' BASE [1/2" COAX]
* ANT280S ON S-200 2' ARM W/ANTC480 CLAMP @ 100' E-LEG [1/2" COAX]
* D2214 ON S-300 3' ARM W/BC-20-10 CLAMP & T3R3250 4' PIPE @ B5'
N-LEG [7/8" COAX]
* 2 FT. SP2-5.2 STANDARD W/RADOME ON DM-100 2' ARM @ 75' N-LEG
[1/2" COAX JUMPER FROM 70']
* ES520 RADIO @ 70' N-LEG [CAT5E CABLE]

(3) SMALL PANEL @ 45', 39', & 37' [(3) 1/4" CABLE]



* - PROPOSED NAVY EQUIPMENT

SKETCH #1

TOWER TECHNOLOGY, INC.

P.O. BOX 11538
KANSAS CITY, MO 64138

TELEPHONE: (816) 358-0003
FACSIMILE: (816) 358-3397

EXHIBIT A
TOWER SPACE MAP

Tower Technology, Inc. Analysis Report
For: URS Federal Services (Navy) [City of Jacksonville Beach]
Site: Jacksonville Beach, FL
February 12, 2019

Commentary

This is an existing 300 ft. Valmont model U-30 three sided self supporting tower. The tower consists of truss legs from the base to the 250 ft. level and solid round legs from the 250 ft. level to the top of the tower. The bracing consists of back to back angle diagonals from the base up to the 180 ft. level, single angle diagonals from the 180 ft. to 250 ft. level, and solid rod diagonals from the 250 ft. level to the top of the tower all in an X-braced configuration. The tower has a constant taper from the base to the 250 ft. level with a slight taper from 250 ft. to 270 ft. and 30 ft. of straight sections atop the tower. All solid round members are 50 KSI yield with the angle bracing being 36 KSI yield.

The existing tower member information was obtained from Valmont drawing number 228816 released December 1, 2009 and confirmed during a site visit by Tower Technology, Inc. on February 7, 2019. Refer to Sketch #1 for the existing tower and proposed equipment loading.

This analysis assumes that the tower steel is in its original state with no deterioration due to weather or field modification.

Wind Loading

The tower was analyzed per the Electronic Industries Association standard ANSI/TIA-222-G with a minimum basic wind speed of 130 mph without ice as a Class III tower in Exposure category C and Topographic category 1. This analysis assumes the wind blowing from all directions around the tower (i.e., apex winds, face winds, and parallel winds).

An EIA specified basic wind speed of 60 mph without ice was used for the serviceability requirements.

Tower Loading

The existing antenna loading utilized in the analysis was obtained during the site visit. The proposed loading was provided by Mr. Daryl Russell of URS Federal Services in a Statement of Work version 1.0 dated August 13, 2018. The analyzed antenna and transmission line configuration is restated on the title sheet of this analysis. The proposed lines were assumed attached to the existing waveguide brackets on the west tower face.

Tower Analysis and Results

The tower was analyzed as it exists with the proposed equipment loading. Refer to Sketch #1. The results indicate no structural member overstressing.

Jacksonville Beach, FL Report Continued

-2-

February 12, 2019

The existing drilled pier foundations were compared to the original design reactions. It is Tower Technology's opinion that the existing foundations are adequate for the proposed loading.

The tower meets the minimum EIA rigidity requirements.

Recommendations

No structural modifications are required to meet the ANSI/TIA-222-G standard with a structural basic wind speed of 130 mph without ice as a Class III tower in Exposure category C and Topographic category 1 with the proposed equipment loading.

The maximum member stress level for this tower is in the lower level bracing (at 94.3 percent). The maximum leg and foundation stress is around 80 percent. There is capacity left in this structure as the bracing can be upgraded easily for more loading. For a complete list of all maximum member stresses, refer to pages 77 & 78 in the following stress analysis.

Jacksonville Beach Interference Analysis

12th Harmonic Analysis

													Radio Tolerances		
		H2	H3	H4	H5	H6	H7	H8	H9	H10	H11	H12	High		Low
Navy Frequencies (MHz)	3.267	6.534	9.801	13.068	16.335	19.602	22.869	26.136	29.403	32.67	35.937	39.204	3.267	3.292	3.242
	4.893	9.786	14.679	19.572	24.465	29.358	34.251	39.144	44.037	48.93	53.823	58.716	4.893	4.918	4.868
	5.308	10.616	15.924	21.232	26.54	31.848	37.156	42.464	47.772	53.08	58.388	63.696	5.308	5.333	5.283
	6.9145	13.829	20.7435	27.658	34.5725	41.487	48.4015	55.316	62.2305	69.145	76.0595	82.974	6.9145	6.9395	6.8895
	7.7155	15.431	23.1465	30.862	38.5775	46.293	54.0085	61.724	69.4395	77.155	84.8705	92.586	7.7155	7.7405	7.6905
	10.824	21.648	32.472	43.296	54.12	64.944	75.768	86.592	97.416	108.24	119.064	129.888	10.824	10.849	10.799
	14.786	29.572	44.358	59.144	73.93	88.716	103.502	118.288	133.074	147.86	162.646	177.432	14.786	14.811	14.761
	32.43	64.86	97.29	129.72	162.15	194.58	227.01	259.44	291.87	324.3	356.73	389.16	32.43	32.455	32.405
	34.93	69.86	104.79	139.72	174.65	209.58	244.51	279.44	314.37	349.3	384.23	419.16	34.93	34.955	34.905
	36.59	73.18	109.77	146.36	182.95	219.54	256.13	292.72	329.31	365.9	402.49	439.08	36.59	36.615	36.565
	41.93	83.86	125.79	167.72	209.65	251.58	293.51	335.44	377.37	419.3	461.23	503.16	41.93	41.955	41.905
	225.575	451.15	676.725	902.3	1127.875	1353.45	1579.025	1804.6	2030.175	2255.75	2481.325	2706.9	225.575	225.6	225.55
	226.525	453.05	679.575	906.1	1132.625	1359.15	1585.675	1812.2	2038.725	2265.25	2491.775	2718.3	226.525	226.55	226.5
	227	454	681	908	1135	1362	1589	1816	2043	2270	2497	2724	227	227.025	226.975
	234.4	468.8	703.2	937.6	1172	1406.4	1640.8	1875.2	2109.6	2344	2578.4	2812.8	234.4	234.425	234.375
	245.025	490.05	735.075	980.1	1225.125	1470.15	1715.175	1960.2	2205.225	2450.25	2695.275	2940.3	245.025	245.05	245
	281.625	563.25	844.875	1126.5	1408.125	1689.75	1971.375	2253	2534.625	2816.25	3097.875	3379.5	281.625	281.65	281.6
	306.65	613.3	919.95	1226.6	1533.25	1839.9	2146.55	2453.2	2759.85	3066.5	3373.15	3679.8	306.65	306.675	306.625
	335.9	671.8	1007.7	1343.6	1679.5	2015.4	2351.3	2687.2	3023.1	3359	3694.9	4030.8	335.9	335.925	335.875
	354.25	708.5	1062.75	1417	1771.25	2125.5	2479.75	2834	3188.25	3542.5	3896.75	4251	354.25	354.275	354.225
Jacksonville Beach Frequencies (MHz)	851.7625	1703.525	2555.288	3407.05	4258.813	5110.575	5962.338	6814.1	7665.863	8517.625	9369.388	10221.15	851.7625	851.7875	851.7375
	852.175	1704.35	2556.525	3408.7	4260.875	5113.05	5965.225	6817.4	7669.575	8521.75	9373.925	10226.1	852.175	852.2	852.15
	852.5875	1705.175	2557.763	3410.35	4262.938	5115.525	5968.113	6820.7	7673.288	8525.875	9378.463	10231.05	852.5875	852.6125	852.5625
	853.5125	1707.025	2560.538	3414.05	4267.563	5121.075	5974.588	6828.1	7681.613	8535.125	9388.638	10242.15	853.5125	853.5375	853.4875
	853.85	1707.7	2561.55	3415.4	4269.25	5123.1	5976.95	6830.8	7684.65	8538.5	9392.35	10246.2	853.85	853.875	853.825
	856.7625	1713.525	2570.288	3427.05	4283.813	5140.575	5997.338	6854.1	7710.863	8567.625	9424.388	10281.15	856.7625	856.7875	856.7375
	859.7625	1719.525	2579.288	3439.05	4298.813	5158.575	6018.338	6878.1	7737.863	8597.625	9457.388	10317.15	859.7625	859.7875	859.7375
	806.7625	1613.525	2420.288	3227.05	4033.813	4840.575	5647.338	6454.1	7260.863	8067.625	8874.388	9681.15	806.7625	806.7875	806.7375
	807.175	1614.35	2421.525	3228.7	4035.875	4843.05	5650.225	6457.4	7264.575	8071.75	8878.925	9686.1	807.175	807.2	807.15
	807.5875	1615.175	2422.763	3230.35	4037.938	4845.525	5653.113	6460.7	7268.288	8075.875	8883.463	9691.05	807.5875	807.6125	807.5625
	808.5125	1617.025	2425.538	3234.05	4042.563	4851.075	5659.588	6468.1	7276.613	8085.125	8893.638	9702.15	808.5125	808.5375	808.4875
	808.85	1617.7	2426.55	3235.4	4044.25	4853.1	5661.95	6470.8	7279.65	8088.5	8897.35	9706.2	808.85	808.875	808.825
	811.7625	1623.525	2435.288	3247.05	4058.813	4870.575	5682.338	6494.1	7305.863	8117.625	8929.388	9741.15	811.7625	811.7875	811.7375
	814.7625	1629.525	2444.288	3259.05	4073.813	4888.575	5703.338	6518.1	7332.863	8147.625	8962.388	9777.15	814.7625	814.7875	814.7375
	806.7625	1613.525	2420.288	3227.05	4033.813	4840.575	5647.338	6454.1	7260.863	8067.625	8874.388	9681.15	806.7625	806.7875	806.7375
	807.175	1614.35	2421.525	3228.7	4035.875	4843.05	5650.225	6457.4	7264.575	8071.75	8878.925	9686.1	807.175	807.2	807.15
	807.5875	1615.175	2422.763	3230.35	4037.938	4845.525	5653.113	6460.7	7268.288	8075.875	8883.463	9691.05	807.5875	807.6125	807.5625
	808.5125	1617.025	2425.538	3234.05	4042.563	4851.075	5659.588	6468.1	7276.613	8085.125	8893.638	9702.15	808.5125	808.5375	808.4875
	808.85	1617.7	2426.55	3235.4	4044.25	4853.1	5661.95	6470.8	7279.65	8088.5	8897.35	9706.2	808.85	808.875	808.825
	811.7625	1623.525	2435.288	3247.05	4058.813	4870.575	5682.338	6494.1	7305.863	8117.625	8929.388	9741.15	811.7625	811.7875	811.7375
	814.7625	1629.525	2444.288	3259.05	4073.813	4888.575	5703.338	6518.1	7332.863	8147.625	8962.388	9777.15	814.7625	814.7875	814.7375

Note: Predicted interference would be indicated by a yellow or red background, e.g.:
(No interference predicted between Jacksonville Beach and Navy frequencies)

851.763

Jacksonville Beach Interference Analysis

3rd Order Intermodulation Distortion

		Jacksonville Beach																				
		851.7625	852.175	852.5875	853.5125	853.85	856.7625	859.7625	806.7625	807.175	807.5875	808.5125	808.85	811.7625	814.7625	806.7625	807.175	807.5875	808.5125	808.85	811.7625	814.7625
Navy Frequencies (MHz)	3.267	845.2285	845.641	846.0535	846.9785	847.316	850.2285	853.2285	800.2285	800.641	801.0535	801.9785	802.316	805.2285	808.2285	800.2285	800.641	801.0535	801.9785	802.316	805.2285	808.2285
	4.893	841.9765	842.389	842.8015	843.7265	844.064	846.9765	849.9765	796.9765	797.389	797.8015	798.7265	799.064	801.9765	804.9765	796.9765	797.389	797.8015	798.7265	799.064	801.9765	804.9765
	5.308	841.1465	841.559	841.9715	842.8965	843.234	846.1465	849.1465	796.1465	796.559	796.9715	797.8965	798.234	801.1465	804.1465	796.1465	796.559	796.9715	797.8965	798.234	801.1465	804.1465
	6.9145	837.9335	838.346	838.7585	839.6835	840.021	842.9335	845.9335	792.9335	793.346	793.7585	794.6835	795.021	797.9335	800.9335	792.9335	793.346	793.7585	794.6835	795.021	797.9335	800.9335
	7.7155	836.3315	836.744	837.1565	838.0815	838.419	841.3315	844.3315	791.3315	791.744	792.1565	793.0815	793.419	796.3315	799.3315	791.3315	791.744	792.1565	793.0815	793.419	796.3315	799.3315
	10.824	830.1145	830.527	830.9395	831.8645	832.202	835.1145	838.1145	785.1145	785.527	785.9395	786.8645	787.202	790.1145	793.1145	785.1145	785.527	785.9395	786.8645	787.202	790.1145	793.1145
	14.786	822.1905	822.603	823.0155	823.9405	824.278	827.1905	830.1905	777.1905	777.603	778.0155	778.9405	779.278	782.1905	785.1905	777.1905	777.603	778.0155	778.9405	779.278	782.1905	785.1905
	32.43	786.9025	787.315	787.7275	788.6525	788.99	791.9025	794.9025	741.9025	742.315	742.7275	743.6525	743.99	746.9025	749.9025	741.9025	742.315	742.7275	743.6525	743.99	746.9025	749.9025
	34.93	781.9025	782.315	782.7275	783.6525	783.99	786.9025	789.9025	736.9025	737.315	737.7275	738.6525	738.99	741.9025	744.9025	736.9025	737.315	737.7275	738.6525	738.99	741.9025	744.9025
	36.59	778.5825	778.995	779.4075	780.3325	780.67	783.5825	786.5825	733.5825	733.995	734.4075	735.3325	735.67	738.5825	741.5825	733.5825	733.995	734.4075	735.3325	735.67	738.5825	741.5825
	41.93	767.9025	768.315	768.7275	769.6525	769.99	772.9025	775.9025	722.9025	723.315	723.7275	724.6525	724.99	727.9025	730.9025	722.9025	723.315	723.7275	724.6525	724.99	727.9025	730.9025
	225.575	400.6125	401.025	401.4375	402.3625	402.7	405.6125	408.6125	355.6125	356.025	356.4375	357.3625	357.7	360.6125	363.6125	355.6125	356.025	356.4375	357.3625	357.7	360.6125	363.6125
	226.525	398.7125	399.125	399.5375	400.4625	400.8	403.7125	406.7125	353.7125	354.125	354.5375	355.4625	355.8	358.7125	361.7125	353.7125	354.125	354.5375	355.4625	355.8	358.7125	361.7125
	227	397.7625	398.175	398.5875	399.5125	399.85	402.7625	405.7625	352.7625	353.175	353.5875	354.5125	354.85	357.7625	360.7625	352.7625	353.175	353.5875	354.5125	354.85	357.7625	360.7625
	234.4	382.9625	383.375	383.7875	384.7125	385.05	387.9625	390.9625	337.9625	338.375	338.7875	339.7125	340.05	342.9625	345.9625	337.9625	338.375	338.7875	339.7125	340.05	342.9625	345.9625
	245.025	361.7125	362.125	362.5375	363.4625	363.8	366.7125	369.7125	316.7125	317.125	317.5375	318.4625	318.8	321.7125	324.7125	316.7125	317.125	317.5375	318.4625	318.8	321.7125	324.7125
281.625	288.5125	288.925	289.3375	290.2625	290.6	293.5125	296.5125	243.5125	243.925	244.3375	245.2625	245.6	248.5125	251.5125	243.5125	243.925	244.3375	245.2625	245.6	248.5125	251.5125	
306.65	238.4625	238.875	239.2875	240.2125	240.55	243.4625	246.4625	193.4625	193.875	194.2875	195.2125	195.55	198.4625	201.4625	193.4625	193.875	194.2875	195.2125	195.55	198.4625	201.4625	
335.9	179.9625	180.375	180.7875	181.7125	182.05	184.9625	187.9625	134.9625	135.375	135.7875	136.7125	137.05	139.9625	142.9625	134.9625	135.375	135.7875	136.7125	137.05	139.9625	142.9625	
354.25	143.2625	143.675	144.0875	145.0125	145.35	148.2625	151.2625	98.2625	98.675	99.0875	100.0125	100.35	103.2625	106.2625	98.2625	98.675	99.0875	100.0125	100.35	103.2625	106.2625	

		Navy Frequencies (MHz)																			
		3.267	4.893	5.308	6.9145	7.7155	10.824	14.786	32.43	34.93	36.59	41.93	225.575	226.525	227	234.4	245.025	281.625	306.65	335.9	354.25
Jacksonville Beach Frequencies (MHz)	851.7625	1700.258	1698.632	1698.217	1696.611	1695.81	1692.701	1688.739	1671.095	1668.595	1666.935	1661.595	1477.95	1477	1476.525	1469.125	1458.5	1421.9	1396.875	1367.625	1349.275
	852.175	1701.083	1699.457	1699.042	1697.436	1696.635	1693.526	1689.564	1671.92	1669.42	1667.76	1662.42	1478.775	1477.825	1477.35	1469.95	1459.325	1422.725	1397.7	1368.45	1350.1
	852.5875	1701.908	1700.282	1699.867	1698.261	1697.46	1694.351	1690.389	1672.745	1670.245	1668.585	1663.245	1479.6	1478.65	1478.175	1470.775	1460.15	1423.55	1398.525	1369.275	1350.925
	853.5125	1703.758	1702.132	1701.717	1700.111	1699.31	1696.201	1692.239	1674.595	1672.095	1670.435	1665.095	1481.45	1480.5	1480.025	1472.625	1462	1425.4	1400.375	1371.125	1352.775
	853.85	1704.433	1702.807	1702.392	1700.786	1699.985	1696.876	1692.914	1675.27	1672.77	1671.11	1665.77	1482.125	1481.175	1480.7	1473.3	1462.675	1426.075	1401.05	1371.8	1353.45
	856.7625	1710.258	1708.632	1708.217	1706.611	1705.81	1702.701	1698.739	1681.095	1678.595	1676.935	1671.595	1487.95	1487	1486.525	1479.125	1468.5	1431.9	1406.875	1377.625	1359.275
	859.7625	1716.258	1714.632	1714.217	1712.611	1711.81	1708.701	1704.739	1687.095	1684.595	1682.935	1677.595	1493.95	1493	1492.525	1485.125	1474.5	1437.9	1412.875	1383.625	1365.275
	806.7625	1610.258	1608.632	1608.217	1606.611	1605.81	1602.701	1598.739	1581.095	1578.595	1576.935	1571.595	1387.95	1387	1386.525	1379.125	1368.5	1331.9	1306.875	1277.625	1259.275
	807.175	1611.083	1609.457	1609.042	1607.436	1606.635	1603.526	1599.564	1581.92	1579.42	1577.76	1572.42	1388.775	1387.825	1387.35	1379.95	1369.325	1332.725	1307.7	1278.45	1260.1
	807.5875	1611.908	1610.282	1609.867	1608.261	1607.46	1604.351	1600.389	1582.745	1580.245	1578.585	1573.245	1389.6	1388.65	1388.175	1380.775	1370.15	1333.55	1308.525	1279.275	1260.925
	808.5125	1613.758	1612.132	1611.717	1610.111	1609.31	1606.201	1602.239	1584.595	1582.095	1580.435	1575.095	1391.45	1390.5	1390.025	1382.625	1372	1335.4	1310.375	1281.125	1262.775
	808.85	1614.433	1612.807	1612.392	1610.786	1609.985	1606.876	1602.914	1585.27	1582.77	1581.11	1575.77	1392.125	1391.175	1390.7	1383.3	1372.675	1336.075	1311.05	1281.8	1263.45
	811.7625	1620.258	1618.632	1618.217	1616.611	1615.81	1612.701	1608.739	1591.095	1588.595	1586.935	1581.595	1397.95	1397	1396.525	1389.125	1378.5	1341.9	1316.875	1287.625	1269.275
	814.7625	1626.258	1624.632	1624.217	1622.611	1621.81	1618.701	1614.739	1597.095	1594.595	1592.935	1587.595	1403.95	1403	1402.525	1395.125	1384.5	1347.9	1322.875	1293.625	1275.275
	806.7625	1610.258	1608.632	1608.217	1606.611	1605.81	1602.701	1598.739	1581.095	1578.595	1576.935	1571.595	1387.95	1387	1386.525	1379.125	1368.5	1331.9	1306.875	1277.625	1259.275
	807.175	1611.083	1609.457	1609.042	1607.436	1606.635	1603.526	1599.564	1581.92	1579.42	1577.76	1572.42	1388.775	1387.825	1387.35	1379.95	1369.325	1332.725	1307.7	1278.45	1260.1
	807.5875	1611.908	1610.282	1609.867	1608.261	1607.46	1604.351	1600.389	1582.745	1580.245	1578.585	1573.245	1389.6	1388.65	1388.175	1380.775	1370.15	1333.55	1308.525	1279.275	1260.925
	808.5125	1613.758	1612.132	1611.717	1610.111	1609.31	1606.201	1602.239	1584.595	1582.095	1580.435	1575.095	1391.45	1390.5	1390.025	1382.625	1372	1335.4	1310.375	1281.125	1262.775
	808.85	1614.433	1612.807	1612.392	1610.786	1609.985	1606.876	1602.914	1585.27	1582.77	1581.11	1575.77	1392.125	1391.175	1390.7	1383.3	1372.675	1336.075	1311.05	1281.8	1263.45
	811.7625	1620.258	1618.632	1618.217	1616.611	1615.81	1612.701	1608.739	1591.095	1588.595	1586.935	1581.595	1397.95	1397	1396.525	1389.125	1378.5	1341.9	1316.875	1287.625	1269.275
	814.7625	1626.258	1624.632	1624.217	1622.611	1621.81	1618.701	1614.739	1597.095	1594.595	1592.935	1587.595	1403.95	1403	1402.525	1395.125	1384.5	1347.9	1322.875	1293.625	1275.275

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 1 of 4

Installation: NAVSTA Mayport, Jacksonville, FL

Parcel/Site Location and Description: Existing Antennae Structure Located on existing City of Jacksonville Beach, FL property at 1460 Shetter Ave., Jacksonville Beach, FL

Proposed Real Estate Action Description: NSWC Tower Site Lease for various electronic devices in support of Navy training requirements.

SITE SUMMARY INFORMATION

1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions are provided for each environmental condition.

A. Parcel/Site Uses:

Prior Uses: City of Jacksonville Beach, FL Public Works Yard and Offices

Current Uses: City of Jacksonville Beach, FL Public Works Yard and Offices

Future Uses: City of Jacksonville Beach, FL Public Works Yard and Offices

B. Contaminants: ☐ Yes ☒ No ☐ Unknown

If yes, identify contaminant and media: _____

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals. No contaminants observed at the site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☐ Yes ☒ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of HM: N/A

Type of Use and/or Storage: N/A

Source of information: Building and use of the property has remained the same for the last 25 years. Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals. No contaminants observed at the site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Located approximately 100m SW from the antennae site is a maintenance garage that used various items And generates wastes that are properly managed. Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals. No contaminants observed at the site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below

E. Underground Storage Tanks: ☐ Yes ☒ No ☐ Unknown

UST No. _____ Gals. _____

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 2 of 4

F. Above-Ground Storage Tanks: ☐ Yes ☒ No

AST No. _____ Gals. _____

Source of information: No ASTs are located at the site. The facility does have ASTs located Approximately 200 ft South of the Site. Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals. No contaminants observed at the site. Antennae footprint is approximately 1322 sq.ft.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's): ☐ Yes ☒ No ☐ Unknown

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☐ Yes ☒ No ☐ Unknown

If yes: ☐ Friable ☐ Non-friable ☐ Unknown

Source of information: Due to age of facility and construction of the antennae (erected in 2010) asbestos materials are not expect Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals. No contaminants observed at the site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: ☐ Yes ☒ No ☐ Unknown

Source of information: Due to age of facility and construction of the antennae (erected in 2010) lead materials are not expected Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals. No contaminants observed at the site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐ Yes ☒ No ☐ Unknown

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: No Wastes stored on site. Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

M. Munitions and Explosives of Concern: ☐ Yes ☒ No ☐ Unknown

Source of information: No Wastes stored on site. Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

Page 3 of 4

N. Threatened or Endangered Species: ☐ Yes ☒ No ☐ Unknown

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

A wetland area located West of the facility may attract species of concern.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐ Yes ☒ No ☐ Unknown

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: City of Jacksonville Beach, FL Public Works Yard and Offices

Past Use: City of Jacksonville Beach, FL Public Works Yard and Offices

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation? ☐ Yes ☒ No.

If yes, please explain:

Source of information: Site inspection, records review, and subsequent conversations with NAVFAC SE and City of Jacksonville Beach, FL Environmental Professionals.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (attach sheet(s) if additional room is needed):

Most recent site visit occurred February 21, 2024.

Source of information: Public Works employees.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

None

3. Signature:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:

HAHN.HEATHER.M.1535
464711

Digitally signed by
HAHN.HEATHER.M.1535464711
Date: 2024.09.16 08:10:49 -04'00'

Signature

Installation Environmental Programs Director

Title

Heather Hahn

Print Name

8/29/2024

Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:

PLUMMER.ELROY.H.102397
6273

Digitally signed by
PLUMMER.ELROY.H.1023976273
Date: 2024.09.16 08:28:19 -04'00'

Signature

Elroy H. Plummer

Print Name

Realty Specialist

Title

16 September 2024

Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:

Signature

Title

Print Name

Date

EXHIBIT D JIIR

EXHIBIT D: JOINT INSPECTION AND INVENTORY REPORT

Name of Installation: NAVSTA Mayport UIC: N60201
Location: 1460 Shetter Avenue AREA: Jacksonville Beach
Jacksonville Beach, FL
Date of Inspection: _____
Contract Number: N69450-24-RP-00122
Commencement Date: _____ Termination Date: _____
Options: One-year firm, with four annual renewal options
Grantee: U. S. Government, Department of the Navy
Grantor: City of Jacksonville Beach
Type of In/Outgrant: In-Lease
Intended use: Space on and at base of antenna to mount radio frequency transmission and reception equipment
Area: 12 square feet of tower space and 16 square feet of space at base of tower.

Physical Condition of the Property

1. Grantor is presently using the property for the following purpose(s):
For transmission and reception of frequency signals including mounting trunked radio communication, feed lines, antennas, dishes, and related equipment capable of transmitting frequency signals (MHz). Tower will be used in accordance with the purposes and usage outlined in Lease N69450-24-RP-00122.
2. Property is suitable for intended use.
3. Describe any/all present property uses that are incompatible with Grantee's intended use:
4. Describe and document any physical conditions that need to be addressed/corrected:
5. List and describe any safety concerns that need to be addressed:
6. Describe any/all items discovered in the physical inspection that do not comply with the terms and conditions of the agreement: Nothing to report based on the inspection. The Navy is leasing space on the City's antenna. The Navy had not installed equipment at the time of inspection.

The following personnel have inspected the premises and agree to the conditions listed on this report:

GRANTOR

Inspected By:

Dan Curtis

Signed:

[Signature] 10/29/24

GRANTEE

Inspected By:

Bon Espinosa

Signed:

[Signature] 10/29/24







CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Kimberlee Bennett, Director of Human Resources
DATE:	11/12/2024
SUBJECT:	City Manager Annual Performance Evaluation and Merit Increase

BACKGROUND

On January 27, 2025, the City Manager will complete his sixth year of employment with the City of Jacksonville Beach. As his contract stipulates, the City Council must review the City Manager's job performance at least once annually. On January 13, 2025, the City Council discussed the City Manager's performance at a briefing and requested that an agenda item be placed on the January 21, 2025, City Council agenda to approve the City Manager's performance evaluation and corresponding merit increase.

The consensus of the City Council was to award a 2.5% annual increase to the City Manager.

FINANCIAL IMPACT

A 2.5% adjustment will result in a \$5,678.40 increase to the City Manager's base annual salary. This increase was included in the FY25 budget, therefore there is no budgetary impact.

REQUESTED ACTION

Approve the City Manager's Annual Performance Evaluation and award a 2.5% annual increase to the City Manager

ATTACHMENTS

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Alyson Riley, Events Coordinator
DATE:	12/20/2024
SUBJECT:	Approve City-produced special events for calendar year 2025

BACKGROUND

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. Following are planned events for 2025:

January 2025

- 1 - Polar Plunge
- 21 - Yoga at the Pavilion
- 28 - Classic Car Cruise

February 2025

- 18 - Yoga at the Pavilion
- 25 - Classic Car Cruise

March 2025

- 5 - Seawalk Session
- 18 - Yoga at the Pavilion
- 21 - Moonlight Movie - Little Mermaid 2023 version (rained out in 2024)
- 25 - Classic Car Cruise
- 30 - WagFest Dog Run and Surf Contest (produced by Ocean Rescue)

April 2025

- 2 - Seawalk Session
- 15 - Yoga at the Pavilion
- 19 - Easter Egg Hunt at Wingate Field
- 22 - Classic Car Cruise
- 26 - Sandcastle Contest
- 27 - Opening of the Beaches Parade



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May 2025

- 7 - Seawalk Session
- 9 - Moonlight Movie – Top Gun: Maverick (rained out in 2024)
- 20 - Yoga at the Pavilion
- 27 - Classic Car Cruise

June 2025

- 4 - Seawalk Session
- 14 - Jax Beach Country Fest
- 17 - Yoga at the Pavilion
- 24 - Classic Car Cruise

July 2025

- 4 - Fireworks
- 15 - Yoga at the Pavilion
- 22 - Classic Car Cruise

August 2025

- 19 - Yoga at the Pavilion
- 26 - Classic Car Cruise

September 2025

- 3 - Seawalk Session
- 16 - Yoga at the Pavilion
- 23 - Classic Car Cruise

October 2025

- 1 - Seawalk Session
- 21 - Yoga at the Pavilion
- 28 - Classic Car Cruise
- 31 - Trunk or Treat and Moonlight Movie (Beetlejuice)

November 2025 – no City-produced events scheduled.



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December 2025

- 5 - Moonlight Movie (Frozen) as part of Deck the Chairs

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Approve City-Produced Special Events for Calendar Year 2025

ATTACHMENTS



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Alyson Riley, Events Coordinator
DATE:	12/20/2024
SUBJECT:	Resolution No. 2188-2025 Establishing Sponsorship Packages and Fees for City-produced Events

BACKGROUND

The City produces events such as music festivals, Moonlight Movies, the Sandcastle Contest, an Easter Egg Hunt, and the Opening of the Beaches Parade.

The goal of the sponsorship packages is to help offset costs and enhance event production. The Sponsor provides financial support in exchange for promotional opportunities, such as increased brand awareness and exposure, positive brand association and public relations, targeted audience engagement, lead generation, and networking opportunities. The extent of promotional exposure is based on the amount of financial support stated in the sponsorship package.

Sponsorship packages and fees planned for City-produced events are included in Attachment A to Resolution No. 2188-2025.

FINANCIAL IMPACT

The exact increase to revenues cannot be determined at this time. Staff will monitor sponsorship package sales during the year to inform the FY2026 budget development.

REQUESTED ACTION

Adopt Resolution No. 2188-2025 Establishing Sponsorship Packages and Fees for City-produced Events

ATTACHMENTS

1. Resolution No. 2188-2025 Sponsorship Packages and Fees for City-produced Events

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2188-2025

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING SPONSORSHIP PACKAGES AND FEES FOR CITY-PRODUCED EVENTS; PROVIDING FOR ADOPTION OF RECITALS; REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND POLICIES; AND PROVIDING AN EFFECTIVE DATE.

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; and

WHEREAS, the Special Event Policy defines City-produced Events as an event produced and managed by the City and authorized by City Council vote annually and are free and open to the general public; and

WHEREAS, the City produces events such as music festivals, Moonlight Movies, the Sandcastle Contest, an Easter Egg Hunt, and the Opening of the Beaches Parade; and

WHEREAS, the City desires to offer sponsorship opportunities for its City-produced Events to help offset costs and enhance production.

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. Sponsorship Packages and Fees. There is hereby established a schedule of sponsorship packages and fees for City-produced Events as shown in Attachment "A," which is made part of this Resolution.

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 February 1, 2025.

AUTHENTICATED this ____ day of _____, 2025.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney

ATTACHMENT A
Resolution No. 2188-2025

Gold Sponsorship Package

Sponsorship Fee: \$5,000
Maximum Gold packages: 4

Branding & Visibility:

- Exclusive industry representation
- Recognition as a sponsor and branding on all event materials, including digital ads, flyers, and event signage

Event Presence:

- One 10 x 10 tent space at the event in a premium location near the event stage
- 12 VIP guest passes
- Option to provide branded items to be distributed in the artist lounge and VIP area

Media:

- Dedicated social media postings before the event identifying your brand as a top tier sponsor
- Company logo listed as a top tier sponsor on the event's website homepage, with direct link to the Company's website
- Acknowledgements in the post-event recap and thank you posts

Onstage Exposure:

- Verbal recognition by the event emcees
- Company logo on the stage banners

Silver Sponsorship Package

Sponsorship Fee: \$2,000
Maximum Silver packages: 6

Branding & Visibility:

- Exclusive industry representation
- Recognition as a sponsor on general event materials
- Banner logo in high traffic areas such as entry/exit points

Event Presence:

- One 10 x 10 booth space in the festival vendor village
- 6 VIP guest passes
- Option to provide branded items to be distributed in the artist lounge and VIP area

Media:

- Company logo listed as a sponsor on the event's website homepage, with direct link to the Company website
- Acknowledgements in the post-event recap and thank you posts

ATTACHMENT A
Resolution No. 2188-2025

Bronze Sponsorship Package

Sponsorship Fee: \$500
Maximum Bronze packages: Unlimited

Branding & Visibility:

- Recognition as a sponsor on general event materials

Event Presence:

- 2 VIP guest passes
- Option to provide branded items to be distributed in the artist lounge and VIP area

Media:

- Company logo listed as a sponsor on the event's website homepage, with direct link to the Company website
- Acknowledgements in the post-event recap and thank you posts

Moonlight Movie Sponsorship Package

Sponsorship Fee: \$800
Maximum Silver packages: 4

Branding & Visibility:

- Recognition as a sponsor on general event materials
- Logo on the bottom of the movie screen

Event Presence:

- One 10 x 10 booth space at each Moonlight Movie event (four in total)
- 2 parking passes for each Moonlight Movie event

Media:

- Company logo listed as a sponsor on all website and social media posts regarding the Moonlight Movie series

Sandcastle Contest Sponsorship Package

Sponsorship Fee: \$1,000
Maximum sponsorships: Unlimited

Branding & Visibility:

- Recognition as a sponsor on general event materials and logo on event t-shirts

Event Presence:

- One 10 x 10 booth space
- Option to provide branded products as giveaways, or to winners of the event
- Option to have 1 representative participate as an event judge

Media:

- Company logo listed as a sponsor on all website and social media posts regarding the Sandcastle Contest



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	11/18/2024
SUBJECT:	Proposed Settlement in the case of Olivia Bennett vs. City of Jacksonville Beach; Duval County Case No. 16-2024-CA-3199

BACKGROUND

Plaintiff Olivia Bennett filed suit against the City of Jacksonville Beach for injuries she sustained in an auto accident on September 23, 2023, involving a Jacksonville Beach Police Officer who was in high-speed pursuit of another vehicle. The Police Officer's vehicle collided with Ms. Bennett's vehicle as she entered the intersection when she had the green light to do so. As a result, Ms. Bennett suffered a clavicle fracture, pain from multiple abrasions on her right arm and bilateral lower extremities, headaches, left thumb pain, neck pain, and mid-back pain. Ms. Bennett was also later diagnosed with a concussion without loss of consciousness. Ms. Bennett was 18 years old at the time of the accident.

The City has undertaken extensive discovery in this case and has come to a proposed settlement with the Plaintiff, contingent upon approval by City Council.

The proposed settlement amount is \$145,000. Given the severity of the injuries, the age of the Plaintiff, the medical bills already incurred, and the substantial amount of future medical treatment that most likely will be required, settlement in this matter would be in the best interest of the City.

FINANCIAL IMPACT

None. The settlement amount will be fully paid by the City's insurance carrier.

REQUESTED ACTION

Approve a proposed settlement in the amount of \$145,000 in the case of Olivia Bennett vs. City of Jacksonville Beach; Duval County Case No. 16-2024-CA-3199

ATTACHMENTS



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	01/06/2025
SUBJECT:	One-year Extension of the Plumbing Services Agreement with Fair Plumbing, LLC

BACKGROUND

On February 7, 2022, Bid #2122-04 was awarded by the City Council to Fair Plumbing, LLC, for the provision of plumbing services provided to the City.

The Agreement had an initial three-year term beginning February 7, 2022, with an option to renew for three additional one-year extensions for a maximum [term] of six years, if mutually agreeable by both parties under the same terms and conditions as the original Agreement.

Both the parties desire to extend the Agreement for the first one-year term.

FINANCIAL IMPACT

The cost of plumbing services is included in the annual operating budget.

REQUESTED ACTION

Approve a one-year extension of the Plumbing Services Agreement with Fair Plumbing, LLC

ATTACHMENTS

1. Bid No. 2122-04 First One-year Extension of the Agreement for Plumbing Services

**FIRST ONE-YEAR EXTENSION OF THE PLUMBING SERVICES AGREEMENT BETWEEN
FAIR PLUMBING, LLC, AND THE CITY OF JACKSONVILLE BEACH**

THIS ONE-YEAR EXTENSION is made on February 7, 2025, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Fair Plumbing, LLC ("Fair Plumbing"), to extend the Agreement for the provision of plumbing services provided by Fair Plumbing to the City.

WHEREAS, on February 7, 2022, Bid #2122-04 was awarded by the City Council to Fair Plumbing, LLC, for the provision of plumbing services provided by Fair Plumbing to the City (the "Agreement"); and

WHEREAS, the Agreement had an initial three-year term beginning February 7, 2022, with an option to renew for three additional one-year extensions for a maximum [term] of six years, if mutually agreeable by both parties under the same terms and conditions as the original Agreement, including any amendments and revisions thereto, unless otherwise modified by mutual agreement of the City and Fair Plumbing; and

WHEREAS, the parties desire to extend the Agreement for the first one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1. The term for Bid #2122-04 Plumbing Services is hereby extended for the first one-year term commencing February 7, 2025, and expiring February 7, 2026.
2. All other conditions, requirements, and provisions of the specifications for Bid #2122-04 Plumbing Services and the Agreement shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

**FIRST ONE-YEAR EXTENSION OF THE PLUMBING SERVICES AGREEMENT BETWEEN
FAIR PLUMBING, LLC. AND THE CITY OF JACKSONVILLE BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

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

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

Approved as to form and legal sufficiency:

David Migut, City Attorney

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

FAIR PLUMBING, LLC

Sign: _____
Print: _____
Title: _____
Date: _____

(Signature of person with authority to legally bind Fair Plumbing, LLC)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year), by _____ [NAME], _____ [TITLE] of FAIR PLUMBING, LLC, a Florida Limited Liability Company, on behalf of the company, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public
My commission expires: _____

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	David Migut, City Attorney
DATE:	01/14/2025
SUBJECT:	Amendments to the Legislative Policies Manual

BACKGROUND

Section I.5 of the Legislative Policy Manual (LPM) provides that proposed amendments to the LPM shall be made to the City Council through the City Attorney, that no amendment shall be effective unless adopted by majority vote of the City Council, and that at its first meeting in January of each year, the City Council shall approve these procedures, as amended, for the upcoming calendar year.

The following amendments were discussed at the January 13, 2025, City Council Briefing:

- Section A.6 - clarifying language regarding shade meeting transcripts and public records.
- Section B.2(b) - deleting language referencing Code of Ordinances provisions relevant to vacancies on City Council, as only the City Charter would apply in such instance.
- Section D.1 - adding language regarding the current method of the City Clerk calling a rotating roll call for votes at the Council meetings. City Council has expressed satisfaction with the method.
- Section D.1 - deleting language stating that a council member cannot participate in any discussion of any matter for which they have a voting conflict, as such language conflicts with state law.
- Section D.1 - correcting a scrivener's error in the statutory citation near the end of the section.
- Section F - changing the name of Robert's Rules of "Procedure" to Robert's Rules of Order.
- Section I.1.3 - deleting language that includes the Office of Mayor among the vacancies that can be filled by City Council, as such language conflicts with the City Charter.
- Section I.5 - revising language regarding amendments to these rules, including expressly providing that City Council can schedule proposed amendments at any public meeting, and clarifying the timing of the City Attorney's annual proposed amendments to that they are submitted by December 1st rather than November 1st (to better align with any changes to City Council in an election year) and considered by City Council in January.

It was the consensus of the City Council to approve the aforementioned amendments, which are fully incorporated into the version attached hereto.

FINANCIAL IMPACT

None.

REQUESTED ACTION



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

Approve the amended Legislative Policies Manual

ATTACHMENTS

1. LPM Amended 1.21.25

CITY OF JACKSONVILLE BEACH LEGISLATIVE POLICIES MANUAL

*Rules and Procedures of the
Jacksonville Beach City Council*

Established by the City Council on March 6, 2023
Amended January 21, 2025



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SECTION A. MEETINGS

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

A.1 Regular Meetings

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

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

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

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

A.1.1 Meeting Cancellations

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

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

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

In the event of severe weather or hazardous conditions, the Mayor may postpone a regular meeting to a date on which the severe weather or hazardous condition has abated, if that date

SECTION A

does not fall on a holiday or weekend day. A postponed meeting shall not be scheduled to occur on the same date or subsequent to the next regularly scheduled meeting date.

A.2 Special Meetings

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

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

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

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

A.3 Public Hearings

The Mayor shall conduct all public hearings.

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

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

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

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

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

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

A.4 Quasi-Judicial Proceedings

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

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

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

An ex-parte communication disclosure must include the identity of the person or entity with whom the member has communicated as well as the substance of that communication. If such communication was verbal, the member shall be required to verbally disclose the required information on the record prior to voting. Should the communication have occurred entirely in writing, the member need only to provide the original or copy of the communication to the City Clerk to be made a part of the record. All ex-parte communications, whether verbal or in writing, must be disclosed prior to the final vote on the matter to which it pertains. Nothing contained herein shall preclude a member from verbally disclosing written ex-parte communication.

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

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

A.5 Briefings/Work Sessions

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

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

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

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

A.6 Shade Meetings

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

The two purposes for which Council is statutorily authorized to meet in a closed or shade meeting are to: (1) participate in collective bargaining negotiation(s) or strategy session(s), as the case may be; and (2) discuss and strategize with the City Attorney and City Manager with respect to the settlement of pending litigation.

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

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

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

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

A.7 Conduct of Meetings, Generally

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

The rules of the City Council shall provide the public with a reasonable opportunity to be heard on any matter prior to or at such meeting during which the Council acts on the matter.

SECTION A

Notwithstanding the foregoing, the public's opportunity to be heard shall at all times be subject to the rules or policies adopted by the City Council.

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

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

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

A.8 Televising City Council Meetings

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

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

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

SECTION B. PRESIDING OFFICER AND MEETING DECORUM

B.1 Mayor

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

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

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

B.2 Mayor Pro-Tem (Vice Mayor)

(a) At its first meeting following a regular municipal election, the City Council shall choose from its membership a vice-chair who shall have the title of Mayor Pro-Tem. If a vacancy occurs in the office of Mayor, or in case of the Mayor's absence or disability, the Mayor Pro-Tem shall act as Mayor for the unexpired term, or during the continuance of the absence or disability of the Mayor. While acting as Mayor, the Mayor Pro-Tem shall exercise the duties and powers of the Mayor. At all times relevant to serving as the Mayor Pro-Tem, the member holding said office may utilize the working title of "Vice Mayor". The term "Vice Mayor", may be used interchangeably with the term "Mayor Pro-Tem." The "Vice Mayor" shall have at all times the same meaning, duties, and obligations as provided for the Mayor Pro-Tem by City Charter, City Code, and these legislative policies.

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

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

- (i) Neglect of duty;
- (ii) Conviction of a felony;
- (iii) Conviction of a misdemeanor crime of moral turpitude (e.g., larceny, fraud, embezzlement, receiving stolen goods, perjury), without regard to whether said conviction is subject to appeal or is being held in abeyance pending

- successful completion of probation or passage of time to be later set aside or dismissed;
- (iv) Conviction of a misdemeanor drug or drug-related offense without regard to whether said conviction is subject to appeal or is being held in abeyance pending successful completion of probation or passage of time to be later set aside or dismissed;
- (v) Mental or physical incapacitation; or
- (vi) Abuse or misuse of office.

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

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

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

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

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

B.3 Acting Chair

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

B.4. Conduct of Business/Meeting Decorum

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

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

(b) No member shall speak at any meeting more than twice on the same motion, or for more than the allocated time as specified by the Mayor. The Mayor shall not permit a member to

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speaking a second time on a motion until every other member has had the opportunity to speak at least one time on the motion. When two or more members wish to speak at the same time, the Mayor shall designate the order in which these members will speak. In no case shall a member speak more than five minutes at any one time.

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

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

SECTION C. QUORUM AND LEGISLATIVE ACTIONS**C.1 Quorum**

At any meeting of the City Council, a majority of the members shall constitute a quorum. The City Council shall not take any action nor transact any public business without a quorum, except to set the time and place for another meeting. If during a meeting the number of members present falls below the minimum number for a quorum, the City Council shall discontinue taking official action and conducting substantive business.

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

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

C.2 Remote Participation in City Council Meetings

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

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

C.3 Legislative Actions

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

- Ordinances
- Resolutions
- Motion

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

SECTION D. VOTING**D.1 Votes/Method of Voting**

A vote shall be taken only upon a motion made and seconded. Unless otherwise required by law, all voting shall be conducted by roll call, except unanimous or general consent shall be permitted for the approval of the minutes, agenda, consent agenda, and adjournment. An affirmative vote of a majority of the members elected shall be the minimum necessary to adopt any ordinance or resolution unless a state law requires otherwise.

The Mayor, or Mayor Pro Tem in the Mayor's absence, shall declare all votes. The roll call shall be conducted as follows: The City Clerk shall arrange the names of the members of the City Council in alphabetical order, and each call of the roll shall be restated in a manner so that upon each call thereof, the Clerk will commence with the member's name that was called second upon the preceding roll call, and thereafter proceed to call the roll according to alphabetical order; except, that the Mayor's name shall be called last.

Each member shall be required to cast a vote, unless voting shall create an actual or perceived conflict of interest for that member. An actual or perceived conflict shall be disclosed in writing within 15 calendar days of the vote as required by [Section 112.3143\(3\)\(a\), Florida Statutes](#), as amended, in a form as prescribed by the City Clerk.

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

A vote shall not be cast by proxy.

D.2 Tie Votes

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

D.3 Reconsideration of Vote

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

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

SECTION E. ORDER OF BUSINESS

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

E.1 Order of Business, Generally

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

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

E.2 Invocation

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

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

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

E.3 Courtesy of the Floor to Visitors

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

Courtesy of the Floor to Visitors shall be limited to 30 minutes per meeting, unless otherwise extended by majority vote of the City Council. A person wishing to speak during Courtesy of the Floor to Visitors must fill out a Speaker's Card. Each speaker may speak up to

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three minutes; however, in the interest of time as circumstances present, the Mayor may reduce the amount of time each person has to speak provided all speakers are similarly treated. Nothing contained herein shall be construed to limit a person's opportunity to be heard prior to the City Council taking action on an item as provided by Section 286.0114, Florida Statutes, as amended.

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

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

E.4 Consent Agenda

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

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

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

SECTION F. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION G. BOARDS, COMMISSIONS, AND COMMITTEES**G.1 Boards and Commissions**

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

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

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

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

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

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

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

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

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

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

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

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

G.2 Committees

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

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

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

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

SECTION H. AWARDS AND OTHER HONORARY ACTIONS

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

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

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

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

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

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

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

H.1 Naming and Renaming City Facilities Policy and Procedures

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

H.2 Honorary Street Name Policy and Procedures

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

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

SECTION I. MISCELLANEOUS**I.1 Council****I.1.1 Compensation and Benefits**

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

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

I.1.2 Travel/Expense Reimbursement

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

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

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

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

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

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

I.1.3 Vacating Seat

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

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

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

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

I.1.4 Social Media

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

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

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

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

I.1.5 Gifts/Disclosure of Financial Interests

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

I.1.6 Prohibited Activities – [Jacksonville Beach Code of Ethics for Public Officials](#)

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

I.2 City Manager

I.2.1 Administrative Services and Personnel

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

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

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

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

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

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

I.2.2 Emergency Powers

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

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

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

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

I.2.3 Power to investigate

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

I.2.4 Duties related to City Council Meetings

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

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

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

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

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

I.3 City Clerk

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

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

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

I.4 City Attorney

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

I.4.1 Legal Services and Legislative Support

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

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

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

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

I.4.2 City Council's Role in City Attorney's Performance/Evaluation

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

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

I.5 Amendments of Rules

City Council may amend these rules at any time by approval of an agenda item at any of its meetings. Proposed amendments to these rules may also be made to the City Council through the City Attorney. No amendment shall be effective unless adopted by majority vote of the City Council.

The City Attorney shall be authorized to propose amendments to the City Council, based upon best practices and/or should an intervening event that inform the City Attorney that there is a need for such proposal. Unless presented on an earlier occasion within the year, the City Attorney shall submit such proposed amendments to the City Council in writing, by no later than December 1 each year. The City Council shall consider the proposed amendments at the first meeting in January of each year.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Thomas W. Bingham, Services Division Commander
DATE:	08/13/2024
SUBJECT:	Second One-year Extension of and First Amendment to the Parking Services Agreement with SP Plus Corporation

BACKGROUND

In December 2022, the City Council awarded RFP No. 09-2122 to SP Plus Corporation (SP+) to provide paid parking facility management services. The resulting Agreement for paid parking services provided for a one-year term from March 15, 2023, through October 31, 2023, with an option to extend the term for three additional one-year terms for a maximum contract term of four years. The first one-year extension was approved at the administrative level for the period from March 15, 2024, through October 31, 2024.

Per the City Attorney, when the City Council awarded RFP No. 09-2122 to SP+, it was unclear that the City Council definitively delegated authority to the City Manager to approve the subsequent extensions provided for in the Agreement. Accordingly, staff now seeks approval by the City Council of the second one-year extension, and recommends delegating authority to the City Manager to approve all subsequent extensions through the maximum contract term.

In addition to the second one-year extension, the City requested and SP+ agreed to amend the parking services agreement to include the following changes:

- The start dates will be March 1, 2025, and March 6, 2026;
- The expansion locations will include the on-street parking spaces on First, Second, and Third Avenues, South. These will include the 100 and 200 blocks and the street end parking for each avenue;
- The fee for parking less than two hours will increase to \$4;
- The fee for each additional hour will be \$2 to the new maximum parking rate of \$12; and
- The flat rate for holiday/special events will be \$15.

FINANCIAL IMPACT

The extension and amendment is expected to increase paid parking revenues to the City in the fiscal year. The exact amount will be dependent upon the mix of non-resident and resident users.

REQUESTED ACTION

1. Approve/Disapprove the Second One-year Extension of and the First Amendment to the Parking Services Agreement (RFP No. 09-2122) with SP Plus Corporation; and
2. Delegate authority to the City Manager to approve and execute all subsequent extension options through the maximum contract term

ATTACHMENTS



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

1. 2023 Agreement for Paid Parking Services (RFP 09-2122)
2. First One-Year Extension of the Parking Services Agreement
3. Second One-year Extension of the Paid Parking Agreement between SP Plus Corporation and the City of Jacksonville Beach

**AGREEMENT
FOR PARKING MANAGEMENT SERVICES
FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA**

This Agreement is made and entered into by and between the **CITY OF JACKSONVILLE BEACH, FLORIDA** a municipal corporation, acting through the City Manager or his designated representative ("**CITY**"), and **SP PLUS CORPORATION** ("**CONTRACTOR**"). The City Manager is empowered to enforce the CITY's interest in this agreement.

The CITY has determined that it is reasonably necessary and appropriate to engage the services of a firm to provide parking facility management services for the paid parking areas identified in paragraph 1 below on certain dates and times during the peak summer season. In rendering these services, CONTRACTOR shall exercise the ordinary standard of care expected in the parking facility management services industry.

NOW, THEREFORE, the CITY and CONTRACTOR mutually agree as follows:

1. CONTRACTOR'S SERVICES

The scope of CONTRACTOR'S services are herein described and shall include by reference all documents, data, and information submitted by CONTRACTOR to the CITY in response to RFP 09-2122, (collectively, "CONTRACT DOCUMENTS"), which are incorporated herein and shall constitute a component part of this Agreement. CONTRACTOR shall have the sole and exclusive right to provide parking facility management for the CITY, as determined necessary by the CITY, at the Pier Parking Lot, 3rd Avenue North Parking Lot, CRA 2nd Street North Lot, 102 2nd Avenue North parking lot, on-street parking in the 6th Avenue North street-end, on-street parking in the 100 block of 6th Avenue North, and Latham Plaza Parking Lot, on the dates and times listed below:

For the period of March 17, 2023 through October 29, 2023

Friday:	8:00 PM to 2:00 AM
Saturday:	10:00 AM to 2:00 AM
Sunday:	10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Monday Holidays:	10:00 AM to 12:00 AM (midnight)

For the period of March 15, 2024 through October 27, 2024

Friday:	8:00 PM to 2:00 AM
Saturday:	10:00 AM to 2:00 AM
Sunday:	10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Monday Holidays:	10:00 AM to 12:00 AM (midnight)

For the period of March 14, 2025 through November 2, 2025

Friday:	8:00 PM to 2:00 AM
Saturday:	10:00 AM to 2:00 AM
Sunday:	10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Monday Holidays:	10:00 AM to 12:00 AM (midnight)

For the period of March 13, 2026 through November 1, 2026

Friday:	8:00 PM to 2:00 AM
Saturday:	10:00 AM to 2:00 AM
Sunday:	10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Monday Holidays:	10:00 AM to 12:00 AM (midnight)

Portions or all of the aforementioned paid parking areas will **NOT** be utilized for paid parking during the following events and days:

Great Atlantic Festival (Friday half of the Latham lot and all-day Saturday);
Springing the Blues (Friday, Saturday, and Sunday); and
Octoberfest (Friday, Saturday, and Sunday).

All paid parking locations (the Pier Parking Lot, 3rd Avenue North Parking Lot, CRA 2nd Street North Lot, 102 2nd Avenue North parking lot, on-street parking in the 6th Avenue North street-end, on-street parking in the 100 block of 6th Avenue North, and Latham Plaza Parking Lot) will **NOT** be utilized for paid parking during the following events and days:

Jacksonville Beach Sea and Sky Spectacular (Air Show); and
Beaches Opening Day Parade (Sunday).

The months, days, and hours of operation may be changed by the CITY by the following: (1) Providing CONTRACTOR with notice 30 days in advance; and (2) Mutual agreement between parties with respect to a change in CONTRACTOR'S compensation to reflect the CITY's changes.

2. STAFFING LEVELS

The level of staffing shall be determined by the CITY following consultation with CONTRACTOR. The number of personnel required is anticipated to be one parking enforcement specialist during normal operating hours and one additional ambassador staff during peak operating hours.

3. SUPERVISION AND AUTHORITY

- A. The CONTRACTOR shall be accountable for the direct supervision of its employees. The CITY shall make all requests regarding deployment, positioning, post assignments and conduct through CONTRACTOR's Parking Facility Management Supervisor, who shall be designated by the CONTRACTOR in writing to the City. The Parking Facility Management Supervisor will be accountable for the satisfaction of such requests to the extent that such requests are consistent with parking facility management policies, this Agreement and local, state and federal laws.
- B. If, at any time, the CITY believes that any employee of CONTRACTOR is unsatisfactory, the CITY shall notify CONTRACTOR in writing of the reasons for its dissatisfaction with such employee. CONTRACTOR shall promptly attempt to correct the employee's conduct to the satisfaction of the CITY. If the employee continues to be unsatisfactory to the CITY, or if the initial conduct was so egregious as to warrant dismissal, the CITY may demand that CONTRACTOR cease using said employee at any CITY parking facility. CONTRACTOR shall have three business days after service of written notice to comply with this request. The CONTRACTOR's failure to take reasonable action or steps to cure the default within three days after receiving the written notice from the CITY shall constitute cause the immediate termination of this agreement. Notice of termination shall be served in writing along with the supporting documentation. The CITY agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination in regard to an employee's race, religion, national origin, age, gender, or disability.

4. PARKING FACILITY MANAGEMENT STAFF RESPONSIBILITIES

CONTRACTOR's personnel shall be responsible for implementing the written parking facility rules, regulations, and policies applicable to CONTRACTOR and issued by the CITY to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the CITY and the Police Department when necessary and appear in court and other proceedings as necessary. The CITY shall pay the hourly rate of any such CONTRACTOR personnel that attend such proceedings on behalf of or at the request of the CITY or the Police Department, but only if such attendance is required in connection with an incident at a parking facility, and if such proceeding does not involve CONTRACTOR liability. CONTRACTOR'S personnel shall, upon the opening and closing of each lot, remove any debris and garbage/trash from the parking surfaces. The collected waste will then be placed in the garbage/trash receptacles located within the city lots.

CONTRACTOR will provide customers the ability to pay via credit card, and on-line pre-paid purchases of parking.

5. **REPORTING TIMES**

CONTRACTOR shall ensure its parking facility management employees are on post ready to begin their shift no later than their scheduled starting time. Further, CONTRACTOR shall ensure all parking facility management employees are fully briefed prior to the start of their shift on any operational issues at the parking facility.

6. **PAYMENTS AND TERMS**

- A. The CITY shall have no upfront or ongoing expenses associated with CONTRACTOR's provision of parking facility management services. CONTRACTOR shall collect a fee according to the fee schedule listed in **Attachment A** per vehicle for every vehicle entering to park at one of the previously listed paid parking areas, except that the CITY reserves the right to designate specific parking spaces or a specified number of spaces to be set aside for the CITY's use at certain dates and times. For those vehicles, no fee shall be charged. The CITY shall notify CONTRACTOR in advance of the dates and times in which the CITY shall exercise this right. CONTRACTOR shall permit City of Jacksonville Beach residents to park in lots at any time at no cost to the resident, provided said resident's vehicle is registered to an address within the City of Jacksonville Beach municipal boundaries and in conformance with state and local law. The CITY shall be responsible for reimbursing CONTRACTOR for CONTRACTOR'S portion of the parking fee associated with a resident's vehicle exempt from paid parking fee as provided herein. The operation of the Resident Parking Program is detailed in **Attachment B**.
- B. CONTRACTOR agrees to divide all gross parking revenues collected from the previously listed paid parking areas, net of sales tax and any parking fees not paid by the City of Jacksonville Beach residents at a rate of **twenty-six percent (26%) to the CONTRACTOR and seventy-four percent (74%) to the CITY.** CONTRACTOR shall be responsible for paying all its operating expenses out of its twenty-six percent (26%); provided, however, CONTRACTOR may continue to charge online users a convenience fee which shall be retained by the CONTRACTOR. If revenues during any month are exceeded by the total of sales tax and parking fees not paid by the City of Jacksonville Beach residents, resulting in a deficit, the CITY agrees to pay CONTRACTOR the deficit in accordance with the Florida Prompt Payment Act after receipt of CONTRACTOR's supporting documentation required in subsection C below.
- C. In the event the configuration of spaces or accessibility to the previously mentioned paid parking areas changes or decreases during the span of this contract, the CITY and CONTRACTOR can amend this agreement through mutually agreed upon terms and conditions for the remaining term of the contract.

- D. CONTRACTOR shall remit to the CITY the CITY's portion of revenues collected. The payment coverage periods shall be monthly, and payments from CONTRACTOR shall be remitted to the CITY by the 15th day of the month following collection (e.g., June 15 for May, July 15 for June, August 15 for July, September 15 for August, and October 15 for September). Supporting documentation showing the number of tickets sold by day and lot shall be remitted along with the payment.
- E. CONTRACTOR shall utilize solar / electronic pay stations at each paid parking location to complete parking payment transactions. CONTRACTOR shall also utilize a designated and clearly identified mobile application for parking payment transactions. The fee collection device shall be capable of collecting, reporting, and providing the following information:
1. Pay station I.D. number;
 2. Attendant I.D. number;
 3. Transaction number;
 4. Total transactions;
 5. Date and time of entry ticket issue;
 6. Rate structure applied to ticket;
 7. Fee amount collected;
 8. Total amount of fees collected;
 9. Exception transaction identification (insufficient funds, etc.);
 10. No charge ticket (City validation or resident parking);
 11. Receipt to the customer; and
 12. All items in the proposal provided by CONTRACTOR (see **Attachment C**).

The CITY reserves the right to inspect and audit all books and records of CONTRACTOR, in whatever form they may be kept, pertaining to this contract at any time. CONTRACTOR shall maintain accurate records at all times and shall retain all documentation supporting this contract for the duration of the contract and for at least five years following the completion of this contract. This collected information shall be available in report format for use by the CITY for reconciliation and auditing of all transactions conducted.

The CITY shall also have the right to access the lots to perform spot audits during normal operating hours. The audit will include CITY staff verifying that there is a transaction ticket for each vehicle parked.

7. UNIFORMS, EQUIPMENT, PARKING

CONTRACTOR shall provide distinctive uniforms that clearly identify parking facility personnel as employees of CONTRACTOR.

CONTRACTOR'S personnel shall be provided parking at no cost to CONTRACTOR or its personnel.

CONTRACTOR shall be responsible for all of the necessary supplies and equipment including, but not limited to, barricades, cones, signage, and any other necessary equipment required to secure the parking lots. CONTRACTOR will be responsible for the daily placement and removal of all items to secure the lots. CONTRACTOR will supply a storage pod that will be stored in a designated parking space located in the Latham Plaza parking lot.

8. **DESTRUCTION OF OR DAMAGE TO PREMISES**

If the Premises are totally destroyed by hurricane, fire, storm, lightning, earthquake, or other casualty, and including destruction due to bombing, shelling, or other war damage, this Agreement may be terminated by the CITY or CONTRACTOR. Should termination be elected by either party, CITY AND CONTRACTOR agree that all parking revenue collected by CONTRACTOR pursuant to Paragraph 6 and Attachment A of the agreement as of the destruction date shall be accounted for and divided between the parties within no later than 30 days from the date of termination or as may otherwise be agreed.

9. **PERMITS**

CONTRACTOR and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for CONTRACTOR's performance of this agreement, at CONTRACTOR's cost.

10. **TAXES AND ASSESSMENTS**

See **Attachment D.**

11. **INSURANCE REQUIREMENTS**

GENERAL PROVISIONS

Loss Control/Safety: Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations, and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control measures should reasonably be expected.

The CITY expressly acknowledges that CONTRACTOR's obligations in connection with the management, operation, and promotion of the parking facilities, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of CITY employees, tenants, customers, or other persons within and about the parking facilities. The CITY agrees that CONTRACTOR does not have knowledge or expertise as a guard or security service and does not employ personnel for that purpose, nor do CONTRACTOR's employees undertake the obligation to guard or protect customers

against the intentional acts of third parties. The CITY shall determine, at the CITY's discretion, whether, and/or to what extent, any precautionary warnings, security devices, or security services may be required to protect patrons in and about the parking facility.

PROOF OF CARRIAGE OF INSURANCE NAMING THE CITY AS ADDITIONAL INSURED

CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. CONTRACTOR shall name the CITY as additional insured on the CONTRACTOR's Public Liability, Property Damage, and Business Auto Liability policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by CONTRACTOR or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required before starting any work under this Contract.

INSURANCE REQUIREMENTS

Basic Coverages Required: During the term of this contract, CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance, except for coverages specifically waived by the CITY. All policies and insurers must be acceptable to the CITY. The CITY shall be named as additional insured on all Public Liability, Property Damage, and Business Auto Liability policies.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimums.

Workers' Compensation Coverage is required.

CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all Workers' Compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

CONTRACTOR and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground exposure (if any).

Coverage B shall include personal injury and is required.

Coverage C, medical payments, is not required.

Amounts:	Bodily Injury	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate
	Property Damage	\$1,000,000	Each occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are required for CONTRACTOR and all subcontractors.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is required for CONTRACTOR and all subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned, hired vehicle, and employee non-ownership use.

Amounts:	Same as General Liability
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Crime insurance, including Employee Dishonesty, is required.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage — No Gap.

If any of the required liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims-made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY prior to coverage renewals.

For Commercial General Liability coverage, CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage shall name the CITY as "additionally insured."

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

12. INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify and hold harmless CITY against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of CONTRACTOR's breach of this agreement or caused by the negligence or the intentional wrongdoing of CONTRACTOR or CONTRACTOR'S personnel, unless such claims are a result of the CITY's own negligence.
- B. Notwithstanding anything to the contrary, in no event with either party be liable under any circumstances to the other party for any loss of profit, indirect, incidental, special, exemplary, compensatory, punitive or consequential damages resulting from or arising out of this Agreement, regardless whether such liability is asserted on the basis of contract, statute, tort (including negligence) except as expressly provided herein or strict liability), or otherwise.

13. INDEPENDENT CONTRACTOR STATUS

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the CITY and CONTRACTOR. All CONTRACTOR personnel furnishing services pursuant to this Agreement are for all purposes, including Workers' Compensation liability, employees solely of CONTRACTOR and not of the CITY.

14. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by either party hereunder without the prior written consent of the other party, whose consent may not be unreasonably withheld.

15. **NOTICES**

Any notice or other communication given pursuant to this contract shall be sufficiently given if in writing and: (a) sent by certified mail or overnight courier, postage or delivery costs prepaid and return receipt requested, (b) sent by facsimile or e-mail transmission, or (c) delivered personally, to the parties hereto at the following addresses or to such addresses as the parties may from time to time provide in accordance herewith:

CITY: Michael J. Staffopoulos
City Manager
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250

With copy to: Chief of Police
Jacksonville Beach Police Department
11 Penman Road South
Jacksonville Beach, FL 32250

CONTRACTOR: ATTN: Legal Department
SP PLUS CORPORATION
200 East Randolph Street, Suite 7700
Chicago, IL 60601

With copy to: Jason Spoeth, Senior Vice-President
SP PLUS CORPORATION
Luckie Street NW, Suite 200
Atlanta, GA 30303

Such notice shall be deemed given on the date on which personally served or acknowledged via email, or if by mail, on the third (3rd) day after being posted or on the date of actual receipt, whichever is earlier, or if by facsimile transaction with confirmation of receipt, within one business day after sent or the time of actual receipt, whichever is earlier.

16. **TERM AND TERMINATION**

A. This contract will be in effect for the summer season of 2023, and if extended, can continue into 2024, 2025 and 2026. The summer season for the one-year contract will commence on or about March 15th and terminate on or about October 31st of each year. Upon written notification, the CITY may exercise an

option to extend this Agreement for up to three additional one-year periods with all conditions of this Agreement remaining the same, except that the CITY and CONTRACTOR shall mutually agree upon the percentage of revenue distribution for the upcoming term before the term begins.

- B. Should either party be in material default under the terms of this Agreement, the non-defaulting party shall provide written notice of the default. The defaulting party shall have three business days after service of written notice or default to cure or take reasonable steps to begin to cure the default of the satisfaction of the non-defaulting party. Should the defaulting party fail to meet this requirement, the non-defaulting party may terminate this agreement upon delivery of written notice of termination to the other party.
- C. Should CONTRACTOR be in default of this agreement due to an employee of the CONTRACTOR being involved in the commission of criminal activity while on duty, such as violations of state statute or municipal ordinance and CONTRACTOR fails to take reasonable action after notice as outlined in Section 16(B), this will serve as cause for default and may result in the immediate termination of this agreement. Notice of termination shall be provided to CONTRACTOR in writing along with the supporting documentation.
- D. Should either party wish to cancel this contract without cause during the course of the term of the contract, they can do so by notifying the parties involved in writing with at least 30 days notification, without penalty.

17. **INTEGRATED AGREEMENT**

- A. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto.
- B. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

18. **BREACH**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. These rights and remedies are cumulative of those provided for herein, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

19. **APPLICABLE LAW, INTERPRETATION AND SEVERABILITY**

- A. Each party's performance hereunder shall comply with all applicable federal, state, and local laws. This Agreement shall be enforced and interpreted under the laws of the State of Florida. Should any part, term, or provision of this Agreement be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby.
- B. Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.
- C. This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

20. **LEGAL AND REGULATORY COMPLIANCE**

PUBLIC RECORDS LAW CHAPTER 119, FLORIDA STATUTES

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6299, EMAIL ADDRESS CITYCLERK@JAXBCHFL.NET.

CONTACTOR shall comply with public records laws of Florida, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representatives.

CITY OF JACKSONVILLE BEACH

ATTEST:

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

Approved as to form and legal sufficiency:

Sandra R. Robinson
Sandra R. Robinson, City Attorney

Sign: *Christine H. Hoffman*
Print: Christine H. Hoffman
Title: Mayor
Date: 3/17/2023

Sign: *Michael J. Staffopoulos*
Print: Michael J. Staffopoulos
Title: City Manager
Date: 05/17/2023

SP PLUS CORPORATION

Sign: *Jason Spoeth*
Print: Jason Spoeth
Title: Senior Vice President
Date: 03/16/2023

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 16th day of March, 20 23 (year), by Jason Spoeth [NAME], Senior Vice President [TITLE] of SP PLUS CORPORATION, a _____ [STATE] corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Linda Coto
Notary Public
My commission expires: June 16, 2024



LINDA COTO
Commission # GG 959539
Expires June 16, 2024
Bonded Thru Budget Notary Services

Attachment A

Parking Fee Schedule Notwithstanding any provision to the contrary, the CITY reserves the right to increase the fees required to utilize its paid parking facilities at any time. The CITY agrees that no change to its paid parking fee schedule shall alter the percentage of revenue due to CONTRACTOR pursuant to paragraph 6B. The parties agree that the parking fee schedule herein detailed shall constitute the rates proposed by the CONTRACTOR and CITY to allow discounted short-term parking and to promote customer use turnover for local businesses.

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

Holiday / Special Events Rate	
All Day Rate	\$12.00.

(Holiday / Special Events Days to be determined by CITY Staff.)

Resident Fee

Although residents park for free with proper registration, the CITY agrees to reimburse the CONTRACTOR for the CONTRACTOR's portion of the parking fee. For the purposes of calculating the CONTRACTOR's portion of the parking fee, the residential rate shall set at \$5.00 on normal days and \$12.00 on Holidays or Special Events.

Violation Collection

The maximum violation issued shall be \$42.00 on regular parking days or \$47.00 on scheduled Holiday / Special Events Days itemized as follows:

- \$3.00-\$12.00 parking fee according to parking fee schedule listed above.
- \$25.00 CITY parking violation in accordance with City Ordinance Sec. 31-74.
- \$10.00 CONTRACTOR administrative fee (subject to change annually at renewal).

Parking Fee	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$12.00
CITY Parking Violation Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
CONTRACTOR Administrative Fee	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
TOTAL VIOLATION	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00	\$47.00

Violation Distribution

CONTRACTOR agrees to divide all violation revenue collected from the four lots as follows:

- 100% City parking violation fee remitted to the CITY.
- 100% CONTRACTOR administrative fee and parking fee remitted to the CONTRACTOR.
- Parking Fee shall be distributed at the same percentages listed in Section 6B of the agreement.

Third Party Collection Efforts

The collection agency fee shall be a maximum of 38% of the violation amount collected as per CONTRATOR negotiations. The remaining funds collected shall be distributed at the same percentages listed in Section 6B of the agreement.

Attachment B

Resident parking program

The CONTRACTOR will establish a process to validate qualified Jacksonville Beach residents for the resident parking program. This process must be approved by the CITY prior to, and all times during, implementation use. Once validation process is approved, qualified residents shall be allowed parking access to any parking facility subject to terms of this agreement. A database of approved residents will be maintained by the CONTRACTOR. At all times relevant thereto, the City shall have and retain full access to said database, including access to perform audits when needed as shall be determined in the sole discretion of the CITY; provided, however, such access shall not interfere with CONTRACTOR's services. A periodic review of the resident parking program will be conducted by the CITY, and if any reasonable changes or modifications are needed or desired by the CITY, the CONTRACTOR shall modify the process to allow for such changes.

Attachment C

Refer to CONTRACTOR's proposal to the City of Jacksonville Beach RFP No. 09-2122 PARKING SERVICES dated August 31, 2022.

Attachment D

The purpose of this contract is for CONTRACTOR to manage a parking program. The CITY asserts that there are no ad valorem taxes or special assessments due on the city parking lots and areas related to this contract. These parking lots and areas are municipal property and are not being leased and therefore are not subject to ad valorem taxes, nor are any special assessments recorded against these properties. If the contract should become subject to ad valorem taxes or special assessments, the contract may be terminated or renegotiated with no liability for the ad valorem taxes or special assessments to CONTRACTOR.

**FIRST ONE-YEAR EXTENSION OF THE PARKING SERVICES AGREEMENT BETWEEN
SP PLUS CORPORATION AND THE CITY OF JACKSONVILLE BEACH**

THIS ONE-YEAR EXTENSION is made on December 18, 2023, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and SP Plus Corporation ("SP+"), to extend the Agreement for the provision of Parking Services provided by SP+ to the City.

WHEREAS, on December 19, 2022, Bid #09-2122 was awarded by the City Council to SP+ for the provision of Parking Services provided by SP+ to the City; and

WHEREAS, after the award was made by the City Council, on March 17, 2023, the City and SP+ entered into an Agreement for Parking Management Services (the "Agreement"); and

WHEREAS, the Agreement had an initial one-year term from March 15, 2023, through October 31, 2023, with the City's option to extend the Agreement for three additional one-year periods not to exceed a four-year total term; and

WHEREAS, the parties desire to extend the Agreement for the first one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1. The term for Bid #09-2122 is hereby extended for the first one-year term commencing March 15, 2023, and expiring October 31, 2024.
2. All other conditions, requirements, and provisions of the specifications for Bid #09-2122 and the Agreement shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

**FIRST ONE-YEAR EXTENSION OF THE PARKING SERVICES AGREEMENT BETWEEN
SP PLUS CORPORATION AND THE CITY OF JACKSONVILLE BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: Sheri Gosselin
Print: Sheri Gosselin, City Clerk

Date: 09/19/2023

Sign: Michael J. Stefanopoulos
Print: Michael J. Stefanopoulos, City Manager

Date: 09/19/2023

Sign: Christine H. Hoffman
Print: Christine H. Hoffman, Mayor

Date: 9/19/23

Approved as to form and legal sufficiency:

By: Sandra R. Robinson
Sandra R. Robinson, City Attorney

SP PLUS CORPORATION

Sign: Jason Spoeth
Print: Jason Spoeth
Title: Senior Vice President

Date: 10.31.2023

(Signature of person with authority to legally bind SP Plus Corporation)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 31ST day of October, 2023 (year), by Jason Spoeth [NAME], Senior Vice President [TITLE] of SP PLUS CORPORATION, a Foreign Profit Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Linda Coto
Notary Public
My commission expires: June 16, 2024



LINDA COTO
Commission # GG 959539
Expires June 16, 2024
Bonded Thru Budget Notary Services

**SECOND ONE-YEAR EXTENSION OF AND FIRST AMENDMENT TO THE PARKING
SERVICES AGREEMENT BETWEEN SP PLUS CORPORATION AND THE CITY OF
JACKSONVILLE BEACH**

THIS SECOND ONE-YEAR EXTENSION AND FIRST AMENDMENT is made on December 18, 2024, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and SP Plus Corporation ("SP+"), to extend the Agreement for the provision of Parking Services provided by SP+ to the City.

WHEREAS, on December 19, 2022, RFP No. 09-2122 was awarded by the City Council to SP+ for the provision of Parking Services provided by SP+ to the City; and

WHEREAS, after the award was made by the City Council, the City and SP+ entered into an Agreement for Parking Management Services (the "Agreement"); and

WHEREAS, the Agreement had an initial one-year term for the summer season of 2023 from March 15, 2023, through October 31, 2023, with the City's option to extend the Agreement for three additional one-year periods not to exceed a four-year total term; and

WHEREAS, on December 18, 2023, the parties entered into the First One-Year Extension of the Parking Services Agreement extending the term from March 15, 2023 [sic] through October 31, 2024; and

WHEREAS, the City would like to amend the Agreement to adjust the start dates for the 2025 and 2026 paid parking seasons, expand the paid parking locations, and increase the Parking Fee Schedule; and

WHEREAS, the parties desire to extend the Agreement for the second one-year term and amend the Agreement consistent with the City's request.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term for Bid #09-2122 is hereby extended for the second one-year term commencing December 19, 2024, and expiring October 31, 2025.

2. Paragraph 1 of the Agreement is hereby amended to read as follows (non-pertinent parts omitted as indicated by ellipses):

...CONTRACTOR shall have the sole and exclusive right to provide parking facility management for the CITY, as determined necessary by the CITY, at the Pier Parking lot, 3rd Avenue North Parking Lot, CRA 2nd Street North Parking Lot, 102 2nd Avenue North Parking Lot, on-street parking in the 6th Avenue North street-end, on-street parking in the 100 block of 6th Avenue North, Latham Plaza Parking Lot, the on-street parking spaces on 1st Avenue South, the on-street parking spaces on 2nd Avenue South, and the on-street parking spaces on 3rd Avenue South on the dates and times listed below:

SECOND ONE-YEAR EXTENSION OF AND FIRST AMENDMENT TO THE PARKING SERVICES AGREEMENT BETWEEN SP PLUS CORPORATION AND THE CITY OF JACKSONVILLE BEACH

For the period of March 1, 2025, through November 2, 2025

Friday: 8:00 PM to 2:00 AM
Saturday: 10:00 AM to 2:00 AM
Sunday: 10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Monday Holidays: 10:00 AM to 12:00 AM (midnight)

For the period of March 6, 2026, through November 1, 2026

Friday: 8:00 PM to 2:00 AM
Saturday: 10:00 AM to 2:00 AM
Sunday: 10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Monday Holidays: 10:00 AM to 12:00 AM (midnight)

...

All paid parking locations (the Pier Parking lot, 3rd Avenue North Parking Lot, CRA 2nd Street North Parking Lot, 102 2nd Avenue North Parking Lot, on-street parking in the 6th Avenue North street-end, on-street parking in the 100 block of 6th Avenue North, Latham Plaza Parking Lot, the on-street parking spaces on 1st Avenue South, the on-street parking spaces on 2nd Avenue South, and the on-street parking spaces on 3rd Avenue South) will **NOT** be utilized for paid parking during the following events and days:

...

3. Attachment A (Parking Fee Schedule) is hereby amended to read as set forth in Attachment A hereto.

4. All other conditions, requirements, and provisions of the specifications for Bid #09-2122 and the Agreement not specifically amended herein shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

SECOND ONE-YEAR EXTENSION OF AND FIRST AMENDMENT TO THE PARKING SERVICES AGREEMENT BETWEEN SP PLUS CORPORATION AND THE CITY OF JACKSONVILLE BEACH

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin, City Clerk

Date: _____

Sign: _____
Print: Christine H. Hoffman, Mayor

Date: _____

Sign: _____
Print: Michael J. Staffopoulos, City Manager

Date: _____

Approved as to form and legal sufficiency:

By: _____
David Migut, City Attorney

SP PLUS CORPORATION

Sign: [Signature]
Print: Jason Spoeth
Title: Senior Vice President
Date: 12/18/2024

(Signature of person with authority to legally bind SP Plus Corporation)

STATE OF Orange
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18th day of December, 2024 (year), by Jason Spoeth [NAME], Senior Vice President [TITLE] of SP PLUS CORPORATION, a Foreign Profit Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced N/A [type of identification] as identification.

Linda Coto
Notary Public
My commission expires: June 16, 2028



LINDA COTO
Commission # HH 493915
Expires June 16, 2028

Attachment A (Amended)

Parking Fee Schedule Notwithstanding any provision to the contrary, the CITY reserves the right to increase the fees required to utilize its paid parking facilities at any time. The CITY agrees that no change to its paid parking fee schedule shall alter the percentage of revenue due to CONTRACTOR pursuant to paragraph 68. The parties agree that the parking fee schedule herein detailed shall constitute the rates proposed by the CONTRACTOR and CITY to allow discounted short-term parking and to promote customer use turnover for local businesses.

Less than 2 hours	\$4.00
Over 2 hours	Additional \$2.00 per hour up to the max parking rate
Max Parking Rate	\$12.00 all day

Holiday/Special Event* All Day Rate	\$15.00
-------------------------------------	---------

*Holiday/Special Event Days to be determined by CITY Staff.

Resident Fee

Although residents park for free with proper registration, the CITY agrees to reimburse the CONTRACTOR for the CONTRACTOR's portion of the parking fee. For the purposes of calculating the CONTRACTOR's portion of the parking fee, the residential rate shall set at \$5.00 on normal days and \$12.00 on Holidays or Special Events.

Violation Collection

The maximum violation issued shall be \$47.00 on regular parking days or \$50.00 on scheduled Holiday/Special Events Days itemized as follows:

- \$4.00-\$15.00 parking fee according to parking fee schedule listed above.
- \$25.00 CITY parking violation in accordance with City Ordinance Sec. 31-74.
- \$10.00 CONTRACTOR administrative fee (subject to change annually at renewal).

Parking Fee	\$4.00	\$6.00	\$8.00	\$10.00	\$12.00	\$15.00
CITY Parking Violation Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
CONTRACTOR Administrative Fee	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
TOTAL VIOLATION	\$39.00	\$41.00	\$43.00	\$45.00	\$47.00	\$50.00

Violation Distribution

CONTRACTOR agrees to divide all violation revenue collected from the four lots as follows:

- 100% City parking violation fee remitted to the CITY.
- 100% CONTRACTOR administrative fee and parking fee remitted to the **CONTRACTOR**.
- Parking Fee shall be distributed at the same percentages listed in Section 6B of the Agreement.

Third Party Collection Efforts

The collection agency fee shall be a maximum of 38% of the violation amount collected as per CONTRACTOR negotiations. The remaining funds collected shall be distributed at the same percentages listed in Section 6B of the agreement.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	12/17/2024
SUBJECT:	Community Redevelopment Agency Appointment

BACKGROUND

The City Council appoints the Community Redevelopment Agency (CRA) members. There are five members and two alternates who serve four-year terms. There has been a vacant 2nd Alternate seat since July 2024. At the December 16, 2024 Council meeting, the appointment of the 2nd Alternate was deferred to January 2025.

Interviews of board applicants were held in 2023 and 2024. Board applications are valid for two years. There are 11 eligible board applicants who listed the CRA as their first board preference. The applicants to be considered are William Boyd, Raymond Bragg, Patrick Franklin, Marcus Kampfe, Seamus Keenan, Samuel Langham, Virginia Madsen, Ken Marsh (not interested in an alternate seat), Matthew Roberts, Lucas Snyder, and Peter Weigold. The applications are attached.

FINANCIAL IMPACT

None

REQUESTED ACTION

Appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the Community Redevelopment Agency (CRA) with a term date expiring on December 31, 2026

ATTACHMENTS

1. William (Bill) Boyd application
2. Raymond Bragg application
3. Patrick Franklin application
4. Marcus Kampfe application
5. Seamus Keenan application
6. Samuel Langham application
7. Virginia Madsen application
8. Ken Marsh application
9. Matthew Roberts application
10. Lucas Snyder application
11. Peter Weigold application
12. Staff's Applicant Spreadsheet

RECEIVED

MAR 07 2024

COJB City Clerk



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: WILLIAM (BILL) BOYD Home Phone: 914 374 3212
Home Address: 2804 2ND ST SOUTH
E-Mail Address: WILLIAM.J.BOYD1PGMAIL.COM Cell Phone: 914 374 3212
Occupation: CONSULTANT (DEFENSE/INDUSTRY) Business Phone: _____
Business Name: BOOZ ALLEN HAMILTON
Business Address: 11660 CENTRAL PARKWAY, JACKSONVILLE FL 32224

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>15 YEARS</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>2804 2ND ST S JAX BEACH</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: <u>N/A</u>
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

4
1

Board of Adjustment

Community Redevelopment Agency

2
3

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: NONE

Education: B.S. MANAGEMENT QUINNIPAC UNIVERSITY, MBA UNIVERSITY OF FLORIDA
NUCLEAR ENGINEERING GRADUATE OF NAVY NUCLEAR POWER TRAINING COMMAND

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

HAVE BUDGET AND SEVERAL PROPERTIES IN TAX AND CITIES LIKE FL.
15 YEAR RESIDENT.
UNDERSTANDING OF LOCAL ESTATE, FINANCE, ACCOUNTING, PLANNING
HAVE COMMON SENSE AND WANT TO SEE OUR OWN TOWN THROUGH
GOOD PLANNING.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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

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

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

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

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

3/4/2024

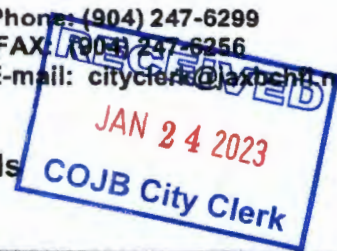
Date


Applicant's Signature

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



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



Application for Appointment to City Boards

Personal Information (Please print or type)

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

Eligibility – Please Circle

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

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

If yes, please provide details: _____

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

<u>2</u> Board of Adjustment	<u>3</u> Planning Commission
<u>1</u> Community Redevelopment Agency	Pension Trustee

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

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

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

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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

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

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

Date

1/25/2023

Applicant's Signature

R. B. Bragg, Jr.



Received
3/19/2024
City Clerk's Office

Application for Appointment to City Boards

Personal Information (Please print or type)

Name:	Patrick Franklin	Home Phone:	904-515-2030
Home Address:	1371 2nd Street South, Jacksonville Beach, FL 32250		
E-Mail Address:	pfranklin@merrittproperties.com	Cell Phone:	410-303-8282
Occupation:	Real Estate Development	Business Phone:	904-515-2030
Business Name:	Merritt Properties, LLC		
Business Address:	1301 Riverplace Blvd, Suite 105, Jacksonville, FL 32207		

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: December 2021
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 1371 2nd Street South, Jacksor
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☒	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

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

Please list the type of City meetings you have attended: None

Education: Masters of Real Estate from Johns Hopkins University - Carey School of Business

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

Employed full time for 27 years to a fully entergrated real estate development company specializing in light industrial warehouses. My roles have included acqusition of land, design and development, construction, leasing, management and disposition of real estate.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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

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

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

3/19/24

Date



Applicant's Signature



Received
7/1/2024
City Clerk

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Marcus A. Kampfe Home Phone: 904-891-0544
Home Address: 422 13th ave north jacksonville beach, fl 32250
E-Mail Address: makampfe@me.com Cell Phone: 904-891-0544
Occupation: small business owner Business Phone: 904-249-1551
Business Name: Wellspring Health and Sports performance
Business Address: 710 3rd st N. Jacksonville Beach, Fl 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>16+ years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>See above home address</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

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

Please list the type of City meetings you have attended: City council, planning and zoning meetings are the ones I have attended over the years.

Education: Doctorate degree, with continued post graduate continuing education yearly

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

~~23 years married w/5 children (4 daughters and 1 son) ages 14-20 years old. Small business owner for the last 16+ years. Characteristics that set me apart are listener, energetic, engaging, problem solver, decisive decision maker, outside the box thinker, team player and understanding. Please visit: <https://www.linkedin.com/in/dr-marcus-a-kampfe-8a12bb1a/>~~

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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7/1/2024
Date

M.H. Hargis
Applicant's Signature



Received
3/8/2024
City Clerk

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: _____	Home Phone: _____
Home Address: _____	
E-Mail Address: _____	Cell Phone: _____
Occupation: _____	Business Phone: _____
Business Name: _____	
Business Address: _____	

Eligibility

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

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

If yes, please provide details: _____

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

Board of Adjustment

Planning Commission 2

Community Redevelopment Agency 1

Pension Trustee

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

Education: _____

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

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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

3/5/2024
Date


Applicant's Signature



Application for Appointment to City Boards

Personal Information *(Please print or type)*

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

Eligibility

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

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

If yes, please provide details: _____

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

N/A

Board of Adjustment

2

Planning Commission

1

Community Redevelopment Agency

N/A

Pension Trustee

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

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

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

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

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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

10/16/2023

Date



Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Virginia Madsen Home Phone: N/A
Home Address: 534 Barbara Lane Jacksonville Beach, FL 32250
E-Mail Address: madsenvg@gmail.com Cell Phone: 904-254-7154
Occupation: Retired - RN Business Phone: N/A
Business Name: N/A
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>1997</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: _____
Do you own property in the City?	Yes ☒	No ☐	If yes, address: _____
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

☒ Board of Adjustment	☒ Planning Commission
☒ Community Redevelopment Agency	☒ Pension Trustee <u>open to any board</u>

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

Education: Masters in Science - Registered Nurse & Education
Paralegal diploma Risk management

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

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☐ Male

Physically Disabled

- ☐ Yes
☐ No

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

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

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

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

March 11, 2024
Date

Virginia Madsen
Applicant's Signature



Application for Appointment to City Boards

Received 5/22/23
City Clerk's Office

Personal Information (Please print or type)

Name:	Kenneth Marsh	Home Phone:	904-304-1906
Home Address:	2011 Gail Ave. Jacksonville Beach, FL 32250		
E-Mail Address:	kdcmarsh@gmail.com	Cell Phone:	904-304-1906
Occupation:	Retired- CSX Corporation	Business Phone:	
Business Name:			
Business Address:			

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 2009
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 2011 Gail (former since 1999) and 2011 GAIL AVE. (former since 2017)
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details:

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

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

Please list the type of City meetings you have attended: Have attended approx. 150 council meetings, briefings, and workshops in last 11 yrs.

Attended, or livestream reviewed, ALL CRA meetings in last 6 yrs. Periodic attendance of BOA and Planning Commission meets.

Education: Bachelor of Arts-Human Resource Mgmt. Hood College Frederick Md.
Master of Business Administration Jacksonville University Jacksonville FL.

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

36 years of CSX corporate experience of which 25 years were in a variety of senior management and director positions. Experience includes managing 200+ employees in train and engine railroad operations, developing operation network schedules, and overseeing \$30-50 million in departmental budgets. Achieved Six Sigma Black Belt status in 2000 and tasked to implement process improvements that would successfully achieve stated annual

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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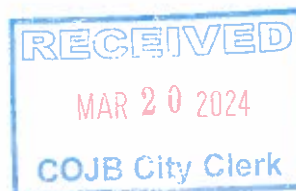
Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

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

Date

5/20/2023

Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: <u>Matthew Roberts</u>	Home Phone: _____
Home Address: <u>941 Ruth Ave</u>	
E-Mail Address: <u>matt@somedayhomes.com</u>	Cell Phone: <u>727-488-6529</u>
Occupation: <u>Real Estate Broker</u>	Business Phone: <u>904-372-3272</u>
Business Name: <u>Someday Homes Realty</u>	
Business Address: <u>1277 Penman Rd, Jacksonville Beach, FL 32250</u>	

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>17 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>941 Ruth Ave, Jax Beach, FL</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details: _____

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

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

Please list the type of City meetings you have attended: Board of adjustment, planning commission, re-zoning and latham plaza workshops

Education: Bachelor's Degree in Financial Services from University of North Florida

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

~~I work with residential builders putting together job information and overseeing construction jobs across Jacksonville and Jax Beach. I am meticulous and very detailed oriented in my approach to any job task. I also manage and oversee the money and loans for these development jobs. I believe I can use my expertise in this field to help my community and city with the oversights needed to be a part of the community redevelopment agent~~ +



Received
City Clerk
03/04/2024

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: _____	Home Phone: _____
Home Address: _____	
E-Mail Address: _____	Cell Phone: _____
Occupation: _____	Business Phone: _____
Business Name: _____	
Business Address: _____	

Eligibility

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

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

If yes, please provide details: _____

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

Board of Adjustment

Planning Commission

Community Redevelopment Agency

Pension Trustee

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

Education: _____

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

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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Race

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☐ Asian/Pacific Islander ☐ Hispanic
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Gender

- ☐ Female
☐ Male

Physically Disabled

- ☐ Yes
☐ No

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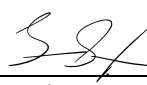
I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

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3/1/24

Date


Applicant's Signature



Received by
City Clerk
01/02/2025

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Peter Weigold Home Phone: 904-662-6515
Home Address: 111 15th Avenue S, JB, 32250
E-Mail Address: pww65@aol.com Cell Phone: 904-662-6515
Occupation: Mortgage Banking Business Phone: 904-662-6515
Business Name: Coast2Coast Mortgage
Business Address: 93 1/2 King St, St. Augustine, FL 32084

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>28yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>111 15th Ave S</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

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

If yes, please provide details:

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

2	▼
1	

Board of Adjustment

3	▼
4	

Planning Commission

Community Redevelopment Agency

Pension Trustee

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

Education: BA

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

Resident for over 25yrs. Very familiar with building industry, codes etc. Very familiar with
parks, new buildings, city happenings, code enforcement
etc

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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

Race

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

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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

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

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

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

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

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

01/02/25

Date



Applicant's Signature

Board Applicant Tracking Sheet

Applicant Name	Address	Phone	Email	Board interest	Application date	Interview date
Ken Marsh	2011 Gail Ave	904/304-1906	kdcmarsh@gmail.com	1 - CRA	5/22/2023	10/12/2023
Samuel Langham	138 32nd Avenue S.	904/249-3403	salangham@reabc.com	1 - CRA 2 - PC	10/16/2023	10/18/2023
Anthony Recco	508 9th Ave N.	315/559-6450	anthony.recco@ml.com	1 - BOA 2 - CRA	1/2/2025	8/9/2023
Greg Kleffner	1601 Ocean Dr. S. #606	904/537-3080	gkleffner@gmail.com	1 - PC 2 - BOA	1/3/2025	10/12/2023
Jerry Beatty	2272 2nd Street S.	404/861-3268	jerrybeatty35@gmail.com	1 - PC 2 - CRA	1/9/2023	8/4/2023
Peter Weigold	111 15th Ave. S.	904/662-6515	pww65@aol.com	1 - CRA 2 - PC	1/2/2025	10/12/2023
Raymond Bragg	2002 Oceanfront S.	904/613-6177	bbragg@comcast.net	1 - CRA 2 - BOA	1/24/2023	8/9/2023
Lucas Snyder	1821 Tangelwood Rd.	407/529-4084	lucas.snyder2@gmail.com	1 - CRA	3/4/2024	6/20/2024
William (Bill) Boyd	2804 2nd Street S.	914/374-3212	william.j.boyd1@gmail.com	1 - CRA 2 - PC	3/7/2024	6/21/2024
John Leynes	26 Burling Way	904/309-3045	johnkleynes@gmail.com	1 - PC 2 - Pension	3/5/2024	6/20/2024
Brent Knauff	514 Palm Tree Rd	443/827-3928	bmknauff@gmail.com	1 - PC 2 - BOA	3/7/2024	6/21/2024
Seamus Keenan	812 1st Ave N. #5202	860/303-8566	seamuskeenan@comcast.net	1 - CRA 2 - PC	3/7/2024	6/21/2024
Gary Hawkett	115 9th Ave S. #501	703/344-6821	ghawkett@icloud.com	1 - BOA 2 - PC	3/8/2024	7/24/2024
Michelle Gaudins	1741 1st Street N.	386/867-1384	mgraudins@yahoo.com	1 - BOA 2 - PC	3/11/2024	6/20/2024
Virginia Madesn	534 Barbara Lane	904/254-7154	madsenvg@gmail.com	1 - CRA 2 - PC	3/11/2024	6/20/2024
Robert (Bobby) Knudsen	1655 The Greens Way #2511	973/349-4615	36rumsey@gmail.com	1 - BOA 2 - CRA	3/11/2024	6/20/2024
Mary Ostroska	2793 St. John's Blvd	719/213-9522	mostroska@icloud.com	1 - BOA 2 - CRA	3/18/2024	6/21/2024

Board Applicant Tracking Sheet

Adam Petrus	4074 Seaside Dr. E.	904/233-8551	adamap78@gmail.com	1 - Pension 2 - CRA	3/18/2024	11/1/2024
Roy Munn Jr.	1091 13th St. N.	770/402-0390	roycemunn@gmail.com	1 - PC 2 - CRA	3/18/2024	7/24/2024
Debra Klein	55 Quali Lane	904/382-9284	dklein@barberklein.com	1 - PC 2 - CRA	3/18/2024	7/24/2024
Patrick Franklin	1371 2nd Street S.	904/515-2030	pfranklin@merrittproperties.com	1 - CRA 2 - PC	3/19/2024	7/25/2024
Matthew Roberts	941 Ruth Ave.	727/488-6529	matt@somedayhomes.com	1 - CRA	3/20/2024	7/24/2024
Caren Doherty	37 Oakwood Rd.	904/699-2350	cdoherty@dsae.net	1 - PC 2 - CRA	3/22/2024	6/21/2024
Kimberly Law	502 5th Ave. S	904/445-0037	kimberlykillianlaw@gmail.com	1 - PC 2 - CRA	3/27/2024	6/20/2024
William Bibb (Michael)	10 Hopson Rd.	407/394-7887	wbibb13801@gmail.com	1 - PC 2 - CRA	4/2/2024	7/24/2024
Alexander Ertel	107 Tallwood Rd.	904/424-5741	alex@floridaturfcompany.com	1 - BOA 2 - PC	5/9/2024	7/25/2024
Amy St. Denis	802 14th Ave S.	303/981-2092	amy@devanapartners.com	1 - PC 2 - CRA	5/14/2024	7/24/2024
Marcus Kampfe	422 13th Ave N.	904/891-0544	makampfe@me.com	1 - CRA 2 - PC	7/1/20024	7/25/2024
Margarete Vest	615 4th Ave N.	904/566-5197	mvgengineer@gmail.com	1 - PC 2 - BOA	7/2/2024	7/25/2024
David Weisblatt	116 19th Ave N. Apt. 501	904/563-7484	dweisblatt@gmail.com	1 - Pension 2 - BOA	7/2/2024	7/24/2024
Erica Cassidy	1027 24th St. N	504/232-4781	enpeco2@gmail.com	1 - PC 2 - BOA	7/15/2024	7/25/2024
Brandon Cornellier	3827 Poinciana Blvd	239/851-5546	btcornellier@gmail.com	1 - PC 2 - BOA	8/21/2024	Pending
James Groark	113 3rd Ave S.	856-304-1844	jrgroark1818@comcast.net	1 - CRA 2 - BOA	11/18/2024	Pending

***Board applications are valid for two years.**



CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	12/16/2024
SUBJECT:	Council Member Wagner's Attendance at the Florida League of Cities Institute for Elected Municipal Officials I

BACKGROUND

The Florida League of Cities Institute for Elected Municipal Officials (IEMO) program is a comprehensive educational initiative designed to equip municipal elected officials with the knowledge, skills, and tools necessary to govern their municipalities effectively.

The curriculum covers various aspects of municipal governance through interactive and educational workshops led by experienced instructors, as well as offering peer-to-peer learning and networking.

IEMO I is designed specifically for newly elected officials who have served less than one term in office.

The League is hosting IEMO I training January 24-25, 2025 at the Hilton University of Florida Center in Gainesville. The purpose of this memo is to request the City Council to authorize City Council member John Wagner to attend.

FINANCIAL IMPACT

The advertised cost of registration is \$300 and the hotel accommodation for one night in Gainesville will be approximately \$200.

The FY25 City Council Travel and Training Budget will accommodate this request.

REQUESTED ACTION

Authorize City Council Member John Wagner to attend the Florida League of Cities Institute for Elected Municipal Officials I on January 24-25, 2025 in Gainesville

ATTACHMENTS

1. IEMO Flyer
2. IEMO Agenda 2025



The Institute for Elected Municipal Officials I

Created in 1992, the Institute for Elected Municipal Officials (IEMO) program is a comprehensive educational initiative designed to equip municipal elected officials with the knowledge, skills and tools necessary to govern their municipalities effectively.

The curriculum covers various aspects of municipal governance through interactive and educational workshops led by experienced instructors, as well as offering peer-to-peer learning and networking.

The program includes three levels: IEMO I, IEMO II and FLC Leadership.

IEMO I is specially designed for newly elected officials and those with less than one term in office. Workshops include an overview of Florida municipal government and intergovernmental relations, strategies and best practices for effective councils, budgeting and accounting, taxes and other revenue sources, and parliamentary procedures.



Fee: \$300*

Includes instructional costs, materials, refreshment breaks and lunch on Friday and Saturday.

***Fee does not cover hotel room.**

**This course is open to elected municipal officials only.*

For more information, visit flcities.com/iemo

Schedule

Friday, January 24, 2025

7:30 a.m. - 8:00 a.m.	Registration/Continental Breakfast
8:00 a.m. - 8:30 a.m.	Introduction and Overview
9:30 a.m. - 12:15 p.m.	The Municipal Landscape in Florida
10:15 a.m.	Refreshment Break
12:30 p.m. - 1:45 p.m.	Public Officials' Liability and Lunch Discussions
2:00 p.m. - 5:30 p.m.	Effective Council Techniques
3:00 p.m.	Refreshment Break
5:30 p.m.	Adjourn for the day
5:30 p.m. - 6:30 p.m.	Networking Reception

Saturday, January 25, 2025

7:30 a.m. - 8:00 a.m.	Continental Breakfast
8:00 a.m. - 11:30 a.m.	Budgeting and Accounting
10:15 a.m.	Refreshment Break
11:30 a.m. - 12:30 p.m.	Group Lunch
12:30 p.m. - 3:00 p.m.	Taxes and Other Sources of Revenue
2:45 p.m.	Refreshment Break
3:00 p.m. - 5:00 p.m.	Parliamentary Procedures Your City's Attorney's ; Roles and Responsibilities
5:00 p.m.	Program concludes



CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	01/14/2025
SUBJECT:	Council Member Janson Travel to FLC FAST Fly-In

BACKGROUND

The Florida League of Cities (FLC) Federal Action Strike Team (FAST) Fly-In is an advocacy trip to Washington, D.C., in which attendees will meet with members of Florida's congressional delegation to discuss key federal issues that affect municipalities. This conference will be held February 4-5, 2025.

Responsibilities of FAST members include but are not limited to:

- Personally meet with their delegation members and staff at least once in the district, and determine the most effective way of communicating the League's federal priorities as often as needed
- Contact League staff with any information that may assist in the team's overall efforts, such as member position on issues, anticipated committee or floor action, advanced review of committee markups or amendments

The purpose of this memo is to request the City Council to authorize City Council Member, Dan Janson, to attend the FLC FAST Fly-In on behalf of Jacksonville Beach.

FINANCIAL IMPACT

The advertised registration fee is \$100. The hotel accommodations and airfare will be approximately \$900. The FY25 City Council Travel and Training budget will accommodate the fees for this travel.

REQUESTED ACTION

Authorize City Council Member Dan Janson to attend the Florida League of Cities (FLC) Federal Action Strike Team (FAST) Fly-in conference February 4-5, 2025 in Washington, D.C.

ATTACHMENTS

1. 2025 FAST Fly-in flyer

Save the Dates!

FAST Fly-In

to Washington, D.C.

February 4-5, 2025

The **Federal Action Strike Team (FAST) Fly-In** is a federal advocacy trip to Washington, D.C. Events will begin the morning of February 4th and conclude around 5:00 p.m. on the 5th. During this biannual event, attendees will meet with members of Florida's congressional delegation to discuss key federal issues that affect municipalities.

Due to Florida's Sunshine law, we ask that only one elected official from each city attends.

HOTEL INFORMATION & REGISTRATION:

Phoenix Park Hotel
520 N. Capitol St. N.W.
Washington, D.C. 20001
Phone: 202.638.6900

Information about the room block will be provided once you register for the event. The deadline to register is **January 10, 2025**. If you would like to attend the FAST Fly-In, please register by following the link: [FAST Fly-In Registration](#). There is a \$100 registration fee.

Please contact Brenda Jones at bjones@flcities.com or 850.701.3644 with any questions.





CITY COUNCIL AGENDA ITEM	
TO:	Mayor and Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	12/16/2024
SUBJECT:	Resolution No. 2187-2025 Supporting the Florida League of Cities' 2025 Legislative Platform

BACKGROUND

The Florida Legislature will convene the 2025 Legislative Session on March 4, 2025. The membership of the Florida League of Cities (FLC) adopted its 2025 Legislative Platform during the FLC Legislative Conference on December 6, 2024, the details of which are outlined in Resolution No. 2187-2025. Now that the FLC membership has adopted its legislative platform for 2025, the FLC is encouraging Advocacy Committee members to show support of the FLC's legislative platform by adopting a resolution in support thereof. Council Member Janson is a member of the FLC Advocacy Committee.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution No. 2187-2025 supporting the Florida League of Cities' 2025 Legislative Platform

ATTACHMENTS

1. Resolution No. 2187-2025

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2187-2025

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES' LEGISLATIVE PLATFORM; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature will convene the 2025 Legislative Session on March 4, 2025; and

WHEREAS, the membership of the Florida League of Cities (FLC) adopted its 2025 Legislative Platform during the FLC Legislative Conference on December 6, 2024; and

WHEREAS, the City of Jacksonville Beach supports the 2025 FLC Legislative Platform, which includes:

- Supporting legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities and resources of each community.
- Supporting legislation that ensures all vehicles, regardless of fuel type, contribute fairly to the funding of Florida's transportation infrastructure, which will allow cities to maintain safe and reliable roads for all residents.
- Supporting the preservation of municipal authority over utility revenues and the ability to realize a reasonable rate of return on utility assets. Legislation should honor current practices, existing contracts, utility operation and maintenance costs, service territory obligations and revenues obligated for debt service and planned projects.
- Supporting the levy of property taxes by municipalities to provide critical services such as infrastructure, police, fire and emergency services. Further changes or exemptions to the property tax system and tangible personal property taxes would create inequities and unfairly shift the tax burden onto families, homeowners, renters, businesses and our most vulnerable population.
- Supporting the preservation of reasonable sovereign immunity liability caps for municipal governments to protect taxpayer funds and ensure the delivery of public services.

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

- Annexation
- Impact Fees
- Local Business Taxes
- One Water
- Public Safety Recruitment and Retention

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

SECTION 1. ADOPTION OF RECITALS. The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference

SECTION 2. SUPPORT OF THE 2025 FLC LEGISLATIVE PLATFORM. The City of Jacksonville Beach will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns, and villages during the upcoming 2025 Legislative Session.

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

SECTION 4. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 7. EFFECTIVE DATE. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2025.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	01/02/2025
SUBJECT:	Ordinance No. 2024-8219 "Zoning in Progress" Suspension of Certain Activities

BACKGROUND

The Planning and Development Department, in cooperation with the City Attorney's office, is proposing a zoning in progress ordinance, provided as an attachment to this memo. Zoning in progress is a legal status that is created when a change to a local government's zoning code is proposed. The purpose of this action is to suspend the processing of certain applications that, due to the proposed changes to the land development regulations, may be rendered either non-conforming with the code, and may no longer be necessary based on the proposed new code.

The City's 2050 Comprehensive Plan was transmitted to the State of Florida reviewing agencies in June 2024 with final adoption on December 16, 2024. The 2050 Comprehensive Plan becomes official 46 days after the adoption ordinance. The Land Development Code is proposed to be considered by the Planning Commission on January 13, 2025, and by City Council at both February meetings. Until the adoption of the new Land Development Code, City staff require time to review, analyze, and consider all proposed changes, the City Council needs time to adopt said new code, and staff requires time to train on implementing the newly adopted code. City board members will require training as well.

The suspension of the processing of certain types of applications will end in six months at the latest, or 30 days following adoption of a new Land Development Code, whichever is sooner. It is anticipated that the suspension will end 30 days following the adoption of a new code. Should it be necessary, the zoning in progress status can be extended.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2024-8219 on the second reading for "Zoning in Progress" suspension of certain activities.

ATTACHMENTS

1. Ordinance No 2024-8219 Zoning in Progress

ORDINANCE NO. 2024-8219

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, PERTAINING TO LAND USE AND ZONING IN JACKSONVILLE BEACH; ENACTING A TEMPORARY SUSPENSION OF CERTAIN APPLICATIONS; PROHIBITING THE PROCESSING OF CERTAIN COMPREHENSIVE PLAN TEXT AND MAP AMENDMENTS, REZONINGS, VARIANCES, AND SPECIAL EXCEPTIONS TO ALLOW CITY STAFF TIME TO REVIEW, STUDY, AND PREPARE FINAL AMENDMENTS TO THE CITY OF JACKSONVILLE BEACH LAND DEVELOPMENT CODE AND ALLOW CITY COUNCIL TIME TO ADOPT FINAL AMENDMENTS TO THE LAND DEVELOPMENT CODE; PROVIDING FOR PURPOSE AND INTENT, SEVERABILITY, CONFLICT, SCRIVENER'S ERRORS, NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g), Florida Constitution; Section 125.01, Florida Statutes; and the City of Jacksonville Beach Municipal Charter, the City of Jacksonville Beach City Council is authorized to enact ordinances not inconsistent with general law and to establish development and zoning regulations as are necessary for the protection of the public; and

WHEREAS, the City Council determines that it is in the best interest of its residents, businesses, and visitors to enact sufficient development and zoning regulations to ensure their health, safety and welfare; and

WHEREAS, the City of Jacksonville Beach ("City") City Council adopted a Comprehensive Plan for the City by Ordinance No. 7474; and

WHEREAS, the City of Jacksonville Beach ("City") City Council adopted its original Land Development Code in 1984; and

WHEREAS, the Land Development Code and Comprehensive Plan guide the decision making by setting policies for future land use, mobility, and public services and have since been amended to reflect the growth and changing dynamics of the community; and

WHEREAS, the City Council has supported the initiation and development of a City of Jacksonville Beach Land Development Code, which prompted City staff to study, review, and provide amendments to the entirety of the existing Land Development Code, that will result in new land development regulations that focus on improved standards and updated regulations; and

WHEREAS, following a public hearing on December 16, 2024, the City Council approved the adoption of the 2050 Comprehensive Plan, in compliance with Florida Statutes; and

WHEREAS, in recognition that the 2050 Comprehensive Plan will largely be implemented through the adoption of the Land Development Code, and due to the pending changes to all Sections of the Land Development Code, a temporary suspension on the processing of certain

comprehensive plan text and map amendments, rezonings, variances, and special exceptions, will provide City staff time to inspect, analyze, and finalize necessary provisions to complete all updates, and allow time for City Council to adopt said amendments, and allow time for City staff to contemplate the consideration of these amendments, and to train staff on the new Land Development Code; and

WHEREAS, the City Council finds that it is essential to protect the health, safety and welfare of the city and its citizenry, that it is in the City's best interest, and that it is consistent with the 2050 Comprehensive Plan, for the city to study and evaluate the proposed changes to the City's land development regulations, and to place a temporary suspension on the processing of certain types of applications within the municipal boundaries of the City of Jacksonville Beach for a period not to exceed six (6) months, or 30 days following the adoption of the new Land Development Code, whichever comes sooner.

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

SECTION 1. ENACTMENT OF ZONING IN PROGRESS ORDINANCE. A new Zoning in Progress Ordinance is hereby enacted as set forth herein below.

SECTION 2. PURPOSE AND INTENT. The recitals, as set forth above, are incorporated herein and are hereby found true and correct. The purpose of this Ordinance is to enable the City of Jacksonville Beach sufficient time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the City of Jacksonville Beach Comprehensive Plan and/or Code of Ordinances Chapter 34, Land Development Code.

SECTION 3. TEMPORARY SUSPENSION OF CERTAIN PROCESSES. The City of Jacksonville Beach hereby imposes a temporary suspension of six (6) months from the effective date of this Ordinance, or 30 days following the adoption of a new Land Development Code, whichever is sooner, in which the City may not process certain types of new applications for Comprehensive Plan text and map amendments, rezonings, variances, and special exceptions. During this suspension, the City may not accept certain types of applications for the land development approvals as described herein, if the application will be impacted by the new Land Development Code. This will allow City staff time to thoroughly review, study, and consider all amendments.

SECTION 4. EXISTING APPLICATIONS, EXISTING BUSINESSES, AND OTHER EXCEPTIONS. The temporary suspension shall not apply to applications received by the City prior to the Effective Date of this Ordinance. Additionally, existing Planned Developments will be unaffected, and as such, change determination requests may still be processed. This temporary suspension shall not affect any business lawfully operating, pursuant to valid permits and approvals if the existing business is compliant with all applicable City, State and Federal laws, codes, ordinances, rules, regulations and policies.

SECTION 5. SEVERABILITY. It is the intent of the City Council that if any section, subsection, clause, phrase, portion, or provision of this Ordinance is deemed invalid or found unconstitutional by a court of competent jurisdiction, such part, section, subsection, clause, phrase, portion, or other provision shall be severable, and the remaining provisions of this Ordinance, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 6. CONFLICT. All ordinances or parts of ordinances in conflict herewith be, and the same are, to the extent the same may be in conflict, hereby repealed.

SECTION 7. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 8. NON-CODIFICATION. The provisions of this Ordinance shall not be included and incorporated with the City of Jacksonville Beach Code of Ordinances.

SECTION 9. EFFECTIVE DATE. This amendment shall take effect immediately following its adoption, in accordance with the law.

AUTHENTICATED THIS _____ DAY OF _____, 2025.

Christine H. Hoffman, Mayor

Sherri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney