



City of Jacksonville Beach

Amended Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, April 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 April 7, 2025
- B. Council Briefing held on April 14, 2025

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the Month of March 2025
- B. Adopt Resolution No. 2192-2025 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025
- C. Approve a Commercial Lease Agreement with Heritage Landscape Supply Group for Property in the Industrial Park
- D.
 - 1. Approve/Disapprove the Second One-Year Contract Renewal of Bid No. 2223-03 to Allied Universal Corp. for the purchase of Liquid Chlorine and Sulfur Dioxide; and
 - 2. Authorize the Mayor and City Manager to approve and execute the subsequent contract renewals contingent upon funding and mutual agreement of the parties

MAYOR AND CITY COUNCIL

- A. National Donate Life Month Proclamation 2025

CITY CLERK

CITY MANAGER/NEW BUSINESS

RESOLUTIONS

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2025-8222 on the first reading restricting parking on State Road AIA south, and schedule a second reading for May 5, 2025
- B. Approve/Disapprove Ordinance No. 2025-8223 on the first reading prohibiting smoking on the beach and schedule a second reading for May 5, 2025

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.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Horn 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 Human Resources Kimberlee Bennett, Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs, and Deputy City Clerk Jodilynn Byrd.

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 March 17, 2025
- Council Briefing held on March 31, 2025

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:

Council Member Sutton shared he attended the Legislative Action Days in Tallahassee which included productive meetings with state representatives and senators. He encouraged residents to contact legislators about proposed bills which could negatively impact the local community. Mr. Sutton expressed condolences to the family of the individual who drowned at Jacksonville Beach on April 6, 2025. He recognized the efforts of Jacksonville Beach Ocean Rescue and Volunteer Life Saving Corps responders.

Council Member Golding encouraged residents to thank Representative Kiyan Michael and Senator Clay Yarborough for supporting Jacksonville Beach during the Legislative Action Days in Tallahassee. She highlighted the Beaches Watch State of Our Schools meeting with Superintendent Dr. Christopher Bernier and School Board Member April Carney and encouraged residents to view the video online. Ms. Golding announced upcoming events, including yoga at the Seawalk Pavilion on April 15, 2025, and an Easter Egg Hunt at Wingate Park on April 19, 2025, and reminded residents of updated beach hours for dogs beginning April 1.

Council Member Wagner thanked City staff and support teams for successful events, noting the most recent 904 Pop Up and Springing the Blues Festival. Mr. Wagner announced a Community Development Block Research Grant program session at the Carver Center on April 23, 2025, encouraging those involved in nonprofits to attend and learn about grant opportunities and development resources.

Council Member Wouters announced a memorial tree dedication honoring the late U.S. Marine Corps Sergeant Randall Hanson, a former member of the Fletcher family, would take place at

Beaches Veterans Memorial Park on April 12, 2025. He invited the community to pay their respects.

Mayor Hoffman congratulated the 50th Citizen Police Academy class and the first session of the fourth Citizen Information Academy, thanking all staff involved. She also welcomed Ruby Matilda Meza, the newborn daughter of former Council Member Fernando Meza.

City Manager Mike Staffopoulos provided an update on an unauthorized event being promoted for April 12, 2025. The event promoters submitted a permit application too close to the event date, resulting in a denial of their application. Despite receiving cease and desist letters, they continued to promote the event. The City would send a follow-up notice and begin tracking related costs for potential recovery under state statute 316.1891. Mr. Staffopoulos noted the city was preparing in case the event proceeds.

COURTESY OF THE FLOOR TO VISITORS:

- Barbara Bauer, 604 13th Avenue South, Jacksonville Beach, spoke about tree planting, rinsing stations, bicycle shelters, port-a-potties, pier interlocal agreement, and removal of festival banners.
- Janice Smith, 410 4th Avenue South, Jacksonville Beach, spoke about Carver Center improvements.

CONSENT AGENDA:

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 a Mural by Lauren Klose on the Dumpster Enclosure Facade in the Pier Parking Lot**

CRA Coordinator Taylor Mobbs provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve a mural by Lauren Klose on the Dumpster Enclosure Facade in the Pier Parking Lot.

Discussion: A conversation ensued regarding the location of the artist applicants and the variety of the mural samples submitted to the Public Art Advisory Committee for consideration.

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

The motion passed 6-1.

Item B **1. Award/Reject RFP No. 02-2425 Pay and Classification Study to Evergreen Solutions, LLC; and**

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

Director of Human Resources Kimberlee Bennett provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to award RFP No. 02-2425 Pay and Classification Study to Evergreen Solutions, LLC.

Discussion: A discussion ensued about the scope and vendor proposal.

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

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize the Mayor and City Manager to execute any contract as a result of this RFP award.

Discussion: None

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

The motion passed unanimously.

RESOLUTIONS:

Item A **1. Adopt/Deny Resolution No. 2189-2025 establishing the official name and logo for the Jacksonville Beach Lifesaving Station; or**

2. Adopt/Deny Resolution No. 2189-2025 establishing the official name and logo for the Jacksonville Beach Lifeguard Station

Mr. Staffopoulos provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Horn, to adopt Resolution No. 2189-2025 establishing the official name and logo for the Jacksonville Beach Lifesaving Station.

Discussion: A discussion ensued about the name.

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Wagner, to amend the motion, specifically, under Section 2, naming of the Jacksonville Beach Ocean Rescue building and adoption of the logo, the City Council hereby formally designates the Ocean Rescue building located at 2 Oceanfront North as the “Jacksonville Beach Lifesaving Station” and adopt the official temporary logo attached hereto as Attachment A. Second paragraph, branding of 2 Oceanfront North shall be considered temporary until such time as structural modifications and repairs of 2 Oceanfront North have been completed, at which time a complete repainting and more permanent branding will be evaluated and accomplished. Paragraph 3, temporary branding shall include the placement of the temporary Lifesaving Station logo on the top three being north, east, and south peg window facades. Placement of the wording “Home

of the Volunteer Lifesaving Corps” across the south side of the building and placement of the JBOR logo on one of either the east or west side of the building, between the first and second floor along the white areas that exist there. Finally, all temporary lettering and logos shall be of the same color.

Discussion: A discussion ensued about adding a year, logo, Volunteer Life Saving Corps (VLSC), amended motion, and Jacksonville Beach Ocean Rescue (JBOR).

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Horn, to amend so the third paragraph will read, temporary branding shall include the placement of the temporary Lifesaving Station logo on the top three north, east, and south peg window facades. Placement of the wording “Home of the Volunteer Lifesaving Corps” across the south side of the building and placement of the wording “Home of Jacksonville Beach Ocean Rescue” on the west side of the building.

Discussion: A discussion ensued about adding the wording “since 1912”.

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

The motion to amend passed unanimously.

Motion to Amend: It was moved by Mr. Janson the verbiage be agreed upon by both the City and VLSC as far as how the branding will look and, the portion belonging to the VLSC is paid at their expense.

The motion to amend died due to the lack of a second.

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Janson, the placement of all logos or lettering be approved by both the VLSC and the City.

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

The motion to amend passed unanimously.

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

The original motion as amended, passed 6-1.

ORDINANCES: None

ADJOURNMENT:

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

Voice Vote: In a voice vote, the motion passed unanimously.
There being no further business, the meeting adjourned at 7:09 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

**Minutes of City Council Briefing
Monday, April 14, 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 Dan Janson
Greg Sutton John Wagner Bruce Wouters

Also present were City Manager Mike Staffopoulos, Chief of Police Gene Paul Smith, City Attorney David Migut, Fire Marshal Steve Sciotto, Director of Public Works Dennis Barron, Assistant Ocean Rescue Supervisor Casey Donnell, Police Commander Thomas Bingham 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

Draft Ordinance Review Restricting Parking on A1A South

City Manager Mike Staffopoulos reviewed the draft ordinance restricting parking on A1A South. A conversation ensued regarding the proposed draft ordinance. It was the consensus of the Council for staff to present the ordinance for formal consideration at the April 21st, 2025, City Council meeting.

Draft Ordinance Review for Prohibiting Smoking on the Beach

Chief of Police Gene Paul Smith reviewed the draft ordinance prohibiting smoking on the beach. A conversation ensued regarding the proposed draft ordinance. City Attorney David Migut answered questions from the Council. It was the consensus of the Council for staff to present the ordinance for formal consideration at the April 21st, 2025, City Council meeting.

Emergency Management

Mr. Staffopoulos, Mr. Migut, Chief Smith, Fire Marshal Steve Sciotto, and Director of Public Works Dennis Barron presented a PowerPoint presentation regarding emergency management for the City.

Ocean Rescue Report

Assistant Ocean Rescue Supervisor Casey Donnell presented an Ocean Rescue report to the Council. Volunteer Life Saving Corps (VLSC) President Jim Emery and Lieutenant Richard McDill presented information regarding the history of the VLSC.

CALEA Accreditation

Chief Smith provided information to the Council regarding the standards and requirements of the Commission on Accreditation for Law Enforcement Agencies (CALEA).

E-bike Regulations

Police Commander Thomas Bingham provided information to the Council regarding proposed e-bike regulations. A conversation ensued regarding changes to the proposed regulations. It was the consensus of the Council for staff to present two versions of an ordinance (one allowing e-bikes on the beach and one prohibiting e-bikes on the beach) for formal consideration at an upcoming City Council meeting.

Committee Assignment Report

Mayor Hoffman spoke about topics discussed at a recently attended meeting organized by Mayor Cori Bylund of the City of Neptune Beach for the Youth Traffic Safety Committee.

Council Member Golding provided a legislative update regarding the proposed Community Redevelopment Agency (CRA) bill.

Future Briefing Topics

Council Member Wagner spoke about initiating a food truck rally pilot program in the Downtown area of Jacksonville Beach on a privately owned empty parking lot. A conversation ensued regarding the suggested topic. It was the consensus of the Council for Mr. Wagner to compile information and a draft plan from the lot owner to be presented and discussed at an upcoming Council Briefing.

Ms. Golding spoke about the upcoming event to celebrate the 20th anniversary of Paws Dog Park, scheduled for May 3, 2025.

Council Member Horn spoke about the lack of maintenance of the beach access dune walkover at 37th Avenue South. A conversation ensued, and Mr. Staffopoulos suggested further discussion of this topic should take place at the upcoming budget assumption briefings.

Miscellaneous City Manager's Items

N/A

The Briefing adjourned at 8:11 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:	01/22/2025
SUBJECT:	Monthly Financial Reports for the Month of March 2025

BACKGROUND

Attached are the monthly financial reports for March 2025 as prepared by the Finance Department. These reports represent 6 months of activity, or 50% 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 March 2025

ATTACHMENTS

1. 2025-3 March Financials



SUMMARY BUDGET REPORT

March 31, 2025

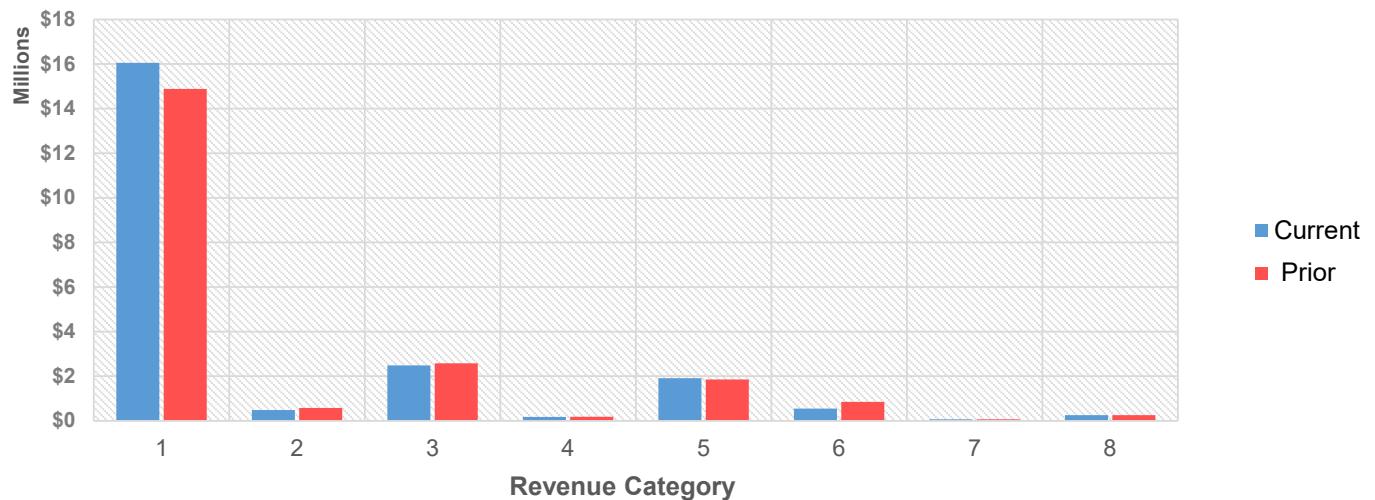
50% of Year Elapsed

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	16,049,497	82.3%	14,886,090	82.4%	-0.2%	1,163,407
2 Licenses & Permits	482,076	58.8%	576,663	72.5%	-13.7%	(94,588)
3 Intergovernmental Revenue	2,484,027	48.2%	2,580,129	56.7%	-8.5%	(96,102)
4 Charges for Services	171,082	24.4%	181,655	33.1%	-8.7%	(10,573)
5 Enterprise Contributions	1,908,546	50.0%	1,853,987	50.0%	0.0%	54,560
6 Miscellaneous Revenue	545,070	132.1%	851,684	279.7%	-147.6%	(306,613)
7 Fines & Forfeitures	64,699	29.7%	69,657	34.8%	-5.2%	(4,958)
8 Interfund Transfers	253,179	49.3%	250,030	48.6%	0.6%	3,149
Total Revenues	\$21,958,175	70.5%	\$21,249,895	74.1%	-3.6%	\$708,281

Current Year vs. Prior Year



Discussion

General Fund revenues are ahead of budget estimates 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 a reduction in revenue sharing distributions from the State.
- 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

March 31, 2025

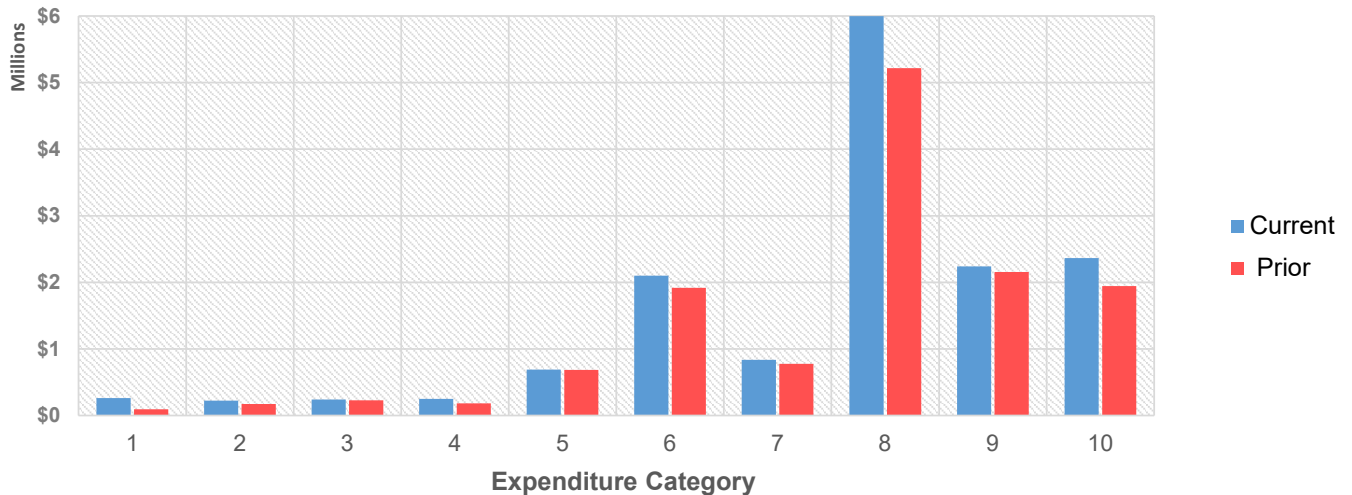
50% of Year Elapsed

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	261,863	128.1%	94,887	27.3%	100.8%	166,976
2 City Attorney	223,059	35.2%	173,104	31.7%	3.5%	49,955
3 City Clerk	239,714	41.3%	229,183	43.0%	-1.7%	10,531
4 Building Maintenance	250,586	46.9%	181,903	36.7%	10.2%	68,683
5 Planning and Development	689,465	41.4%	684,797	43.7%	-2.3%	4,668
6 Parks and Recreation	2,099,061	45.5%	1,917,770	43.2%	2.2%	181,291
7 Public Works	835,384	40.2%	776,931	39.1%	1.1%	58,453
8 Police	5,995,780	49.5%	5,216,995	47.8%	1.7%	778,785
9 Fire Services	2,238,813	56.8%	2,155,513	57.5%	-0.6%	83,300
10 Non-Departmental	2,364,357	46.5%	1,943,033	44.6%	2.0%	421,324
Total Expenditures	15,198,082	48.3%	13,374,116	46.2%	2.1%	\$1,823,966

Current Year vs. Prior Year



Discussion

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

- The increase in City Administration expenditures reflect the capital improvement project to update the audio/visual technology in the Council Chambers.
- 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

March 31, 2025

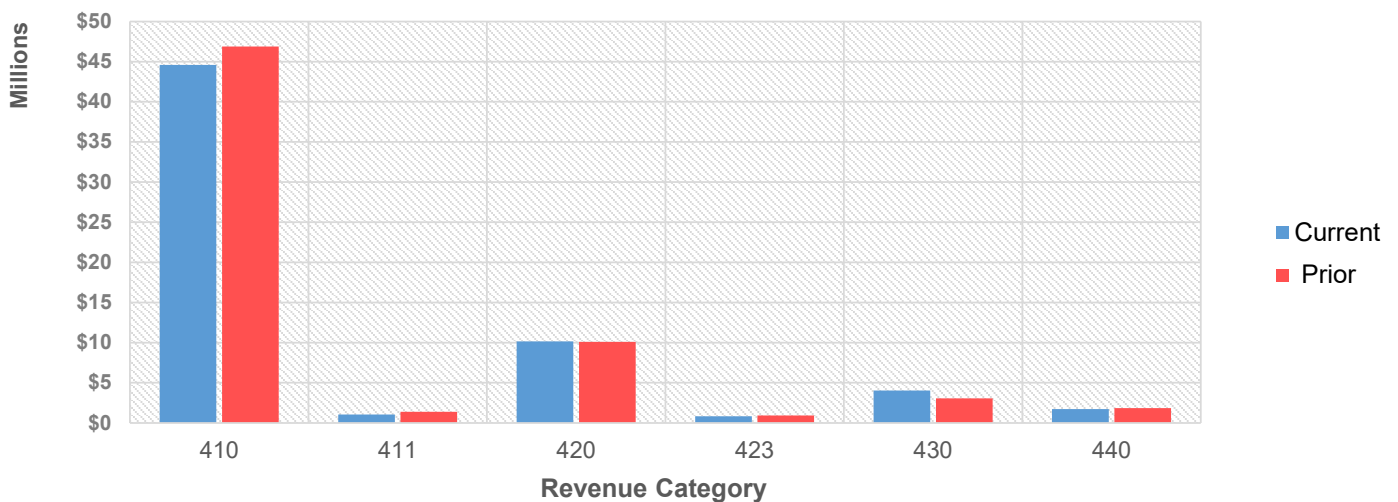
50% of Year Elapsed

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	44,601,473	47.6%	46,887,952	47.5%	0.1%	(2,286,479)
411 Natural Gas	1,049,638	45.8%	1,372,540	56.3%	-10.5%	(322,902)
420 Water & Sewer	10,140,789	55.9%	10,097,634	58.2%	-2.4%	43,155
423 Stormwater	831,786	29.5%	920,266	64.4%	-34.9%	(88,480)
430 Sanitation	4,022,980	51.5%	3,052,171	47.0%	4.5%	970,809
440 Golf Course	1,712,137	50.3%	1,839,360	64.5%	-14.2%	(127,223)
Total Revenues	\$62,358,804	48.7%	\$64,169,923	49.6%	-1.0%	(\$1,811,119)

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 reflects 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

March 31, 2025

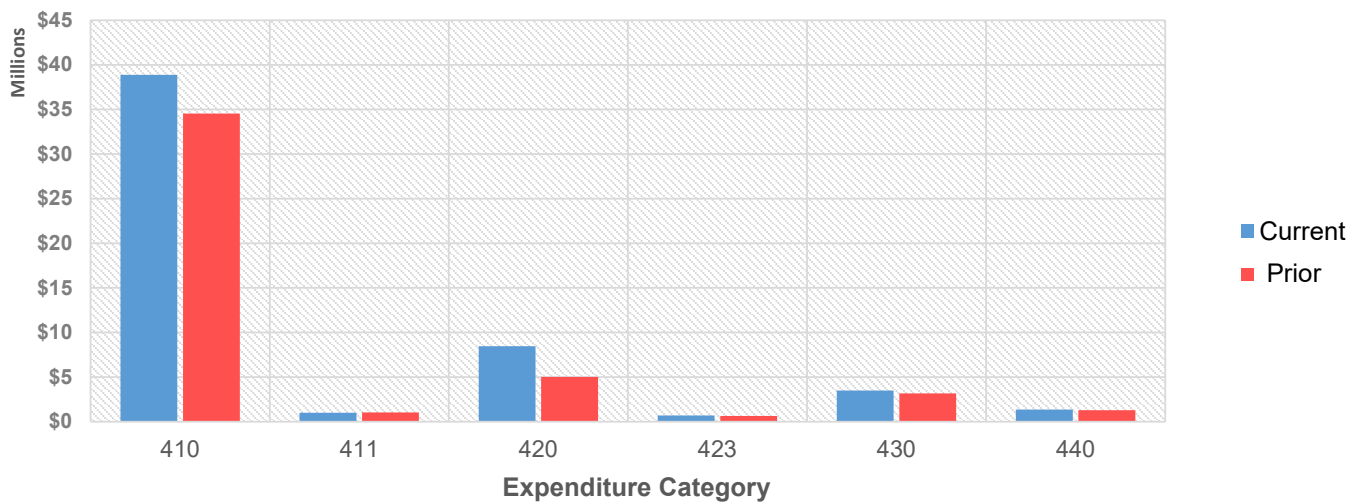
50% of Year Elapsed

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	38,884,727	36.5%	34,542,128	32.8%	3.7%	4,342,599
411 Natural Gas	989,501	38.4%	1,029,443	44.0%	-5.7%	(39,943)
420 Water & Sewer	8,455,864	20.5%	5,017,571	28.1%	-7.6%	3,438,293
423 Stormwater	691,453	12.5%	628,796	12.1%	0.4%	62,658
430 Sanitation	3,486,250	41.7%	3,166,985	42.0%	-0.3%	319,265
440 Golf Course	1,355,925	39.1%	1,279,664	40.3%	-1.2%	76,262
Total Expenditures	\$53,863,721	32.1%	\$45,664,587	32.3%	-0.2%	\$8,199,133

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.

410 The increase in Electric expenditures reflects greater kilowatt hour consumption as well as the timing of capital improvement projects.

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. The negative budget variance percentage reflects the significant increase in budgeted capital projects planned in the current year.

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



SUMMARY BUDGET REPORT

March 31, 2025

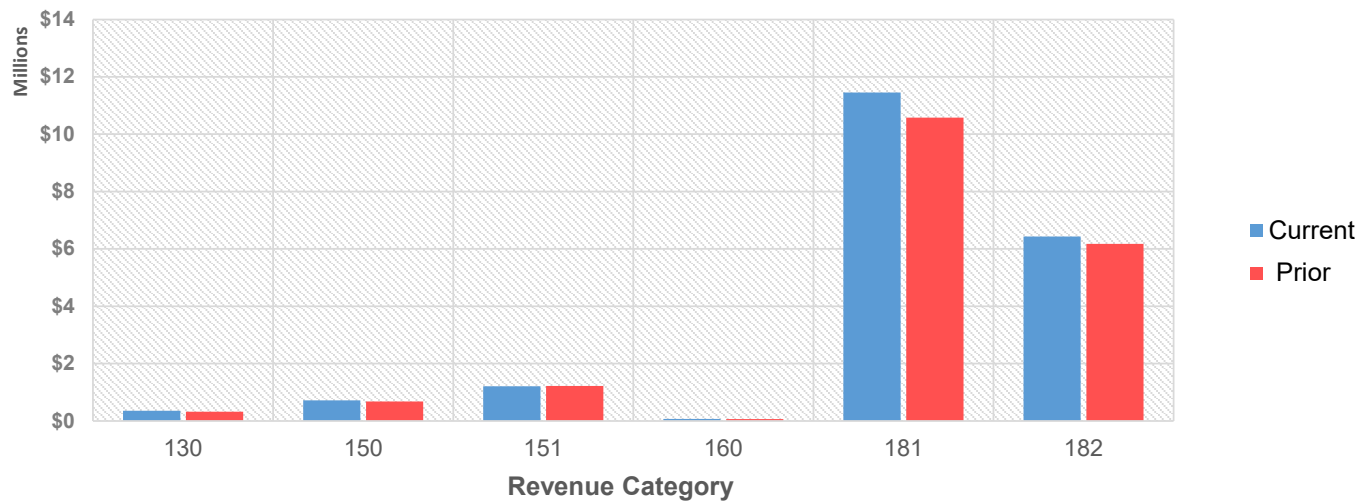
50% of Year Elapsed

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	353,650	43.9%	319,866	51.5%	-7.6%	33,784
150 Local Option Gas Tax	717,534	51.3%	675,300	51.5%	-0.2%	42,234
151 Infrastructure Surtax	1,206,617	57.4%	1,215,669	64.1%	-6.6%	(9,052)
160 Community Dev Blk Grant	67,179	47.3%	64,030	45.1%	2.2%	3,149
181 Downtown Increment Fund	11,454,264	104.1%	10,576,321	109.5%	-5.4%	877,943
182 Southend Increment Fund	6,429,372	195.5%	6,172,572	203.0%	-7.5%	256,801
Total Revenues	\$20,228,616	107.9%	\$19,023,756	114.1%	-6.2%	\$1,204,860

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 year over year variance in all funds is attributable to the adjustment to market in the City's pooled investment assets.

181/ The increase in Downtown and Southend Increment fund revenues reflect the continued growth in taxable property values within both CRA districts. The negative percent variances reflect stronger interest earnings in the prior year.



SUMMARY BUDGET REPORT

March 31, 2025

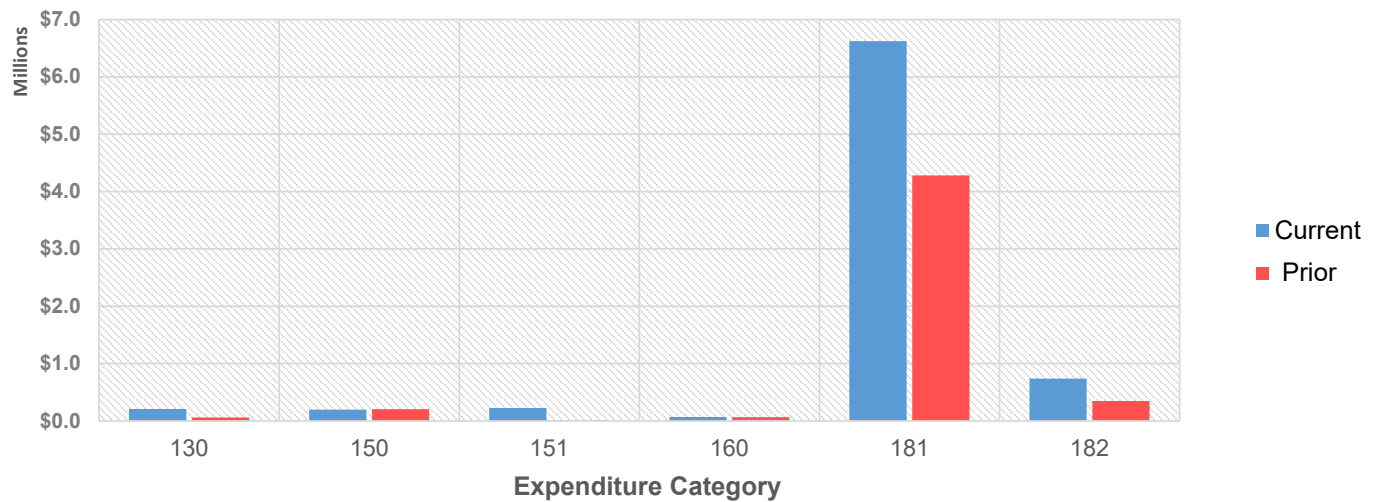
50% of Year Elapsed

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	208,128	23.4%	60,427	7.9%	15.5%	147,701
150 Local Option Gas Tax	196,465	15.8%	203,367	24.2%	-8.5%	(6,902)
151 Infrastructure Surtax	225,312	1.4%	9,108	0.9%	0.5%	216,204
160 Community Dev Blk Grant	67,179	47.3%	64,030	45.1%	2.2%	3,149
181 Downtown Increment Fund	6,622,525	20.3%	4,281,810	9.7%	10.6%	2,340,715
182 Southend Increment Fund	738,252	21.3%	347,575	9.5%	11.8%	390,677
Total Expenditures	\$8,057,861	14.9%	\$4,966,317	9.8%	5.0%	\$3,091,544

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.

181/182 The increases in Downtown and Southend Increment fund expenditures are due to the timing of capital projects.



SUMMARY BUDGET REPORT

March 31, 2025

50% 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	15,530,865	21,958,175	6,427,310
130 Convention Development Tax	805,000	401,397	353,650	(47,747)
150 Local Option Gas Tax	1,398,500	697,334	717,534	20,200
151 Infrastructure Surtax	2,100,971	1,047,607	1,206,617	159,010
160 Community Dev. Blk. Grant	142,000	70,805	67,179	(3,627)
181 Downtown Increment Fund	11,004,018	5,486,935	11,454,264	5,967,329
182 Southend Increment Fund	3,288,839	1,639,914	6,429,372	4,789,458
410 Electric Utility	93,644,844	46,694,141	44,601,473	(2,092,668)
411 Natural Gas Utility	2,293,124	1,143,421	1,049,638	(93,783)
420 Water & Sewer Utility	18,154,612	9,052,437	10,140,789	1,088,353
423 Storm Water Management	2,820,787	1,406,529	831,786	(574,744)
430 Sanitation Fund	7,817,598	3,898,090	4,022,980	124,890
440 Golf Course Fund	3,404,492	1,697,582	1,712,137	14,555
460 Leased Facilities Fund	815,900	406,832	414,625	7,793
500 Internal Service Funds	19,353,745	9,650,361	9,379,617	(270,743)
Total Revenues	\$198,191,495	\$98,824,252	\$114,339,837	\$15,515,585

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	31,439,922	15,676,893	15,198,082	478,811
130 Convention Development Tax	887,858	442,713	208,128	234,585
150 Local Option Gas Tax	1,246,871	621,727	196,465	425,263
151 Infrastructure Surtax	15,835,692	7,896,153	225,312	7,670,841
160 Community Dev. Blk. Grant	142,000	70,805	67,179	3,627
181 Downtown Increment Fund	32,685,643	16,298,046	6,622,525	9,675,521
182 Southend Increment Fund	3,461,247	1,725,882	738,252	987,630
410 Electric Utility	106,572,778	53,140,399	38,884,727	14,255,671
411 Natural Gas Utility	2,579,659	1,286,296	989,501	296,795
420 Water & Sewer Utility	41,276,958	20,581,935	8,455,864	12,126,071
423 Storm Water Management	5,528,851	2,756,852	691,453	2,065,398
430 Sanitation Fund	8,355,681	4,166,394	3,486,250	680,145
440 Golf Course Fund	3,467,920	1,729,209	1,355,925	373,284
460 Leased Facilities Fund	1,155,471	576,152	569,423	6,729
500 Internal Service Funds	19,493,342	9,719,968	9,594,357	125,611
Total Expenditures	\$274,129,890	\$136,689,424	\$87,283,444	\$49,405,981

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	6,760,094	6,906,121
130 Convention Development Tax	145,522	186,838
150 Local Option Gas Tax	521,069	445,462
151 Infrastructure Surtax	981,305	7,829,851
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	4,831,739	15,642,850
182 Southend Increment Fund	5,691,120	5,777,088
410 Electric Utility	5,716,746	12,163,003
411 Natural Gas Utility	60,137	203,012
420 Water & Sewer Utility	1,684,926	13,214,424
423 Storm Water Management	140,332	1,490,655
430 Sanitation Fund	536,730	805,035
440 Golf Course Fund	356,212	387,839
460 Leased Facilities Fund	(154,799)	14,522
500 Internal Service Funds	(214,739)	(145,132)
Total	27,056,393	\$64,921,566



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

March 31, 2025

Type of Investment	10/1/2024 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	3/31/2025 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	45,937,264	536,445	(69,298)	195,682	(38,944)	623,884	5,000,000	51,561,148	0.22%
Galliard Capital Management	58,526,592	1,202,374	42,742	(175,867)	(35,278)	1,033,970	-	59,560,562	0.35%
Garcia Hamilton & Associates	58,832,401	933,474	437,855	(633,073)	(56,972)	681,283	0	59,513,684	0.23%
State Pooled Investment Fund	35,947,152	851,613	-	-	-	851,613	(0)	36,798,765	0.29%
Florida Trust	32,392,299	757,483	-	-	-	757,483	5,000,000	38,149,782	0.27%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	13,829,157	275,740	-	-	-	275,740	0	14,104,897	0.09%
Operating Cash: Bank of America	36,949,489	585,583	-	-	(118,797)	466,786	6,921,304	44,337,580	0.17%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	282,421,080	5,142,712	411,298	(613,258)	(249,993)	4,690,759	16,921,304	304,033,144	1.61%
Pension: Salem Mutual Fund	71,577,985	2,525,428	2,089,933	(5,866,607)	-	(1,251,246)	15,547,969	85,874,708	-1.07%
Pension: Sawgrass Asset Mgt	32,176,112	680,609	(190,179)	(450,668)	(59,992)	(20,229)	3,000,000	35,155,882	-0.02%
Pension: Wells Capital	18,403,925	34,693	7,778,733	(7,664,906)	(3,434)	145,087	(18,547,969)	1,042	0.00%
Pension: JPMCB - Strategic Property Fund	5,251,016	-	-	99,690	-	99,690	0	5,350,706	0.08%
TOTAL PENSION INVESTMENTS	127,409,037	3,240,730	9,678,488	(13,882,490)	(63,426)	(1,026,698)	(0)	126,382,339	-0.81%
TOTAL CASH AND INVESTMENTS	\$409,830,117	\$8,383,442	\$10,089,786	(\$14,495,749)	(\$313,418)	\$3,664,061	\$16,921,304	\$430,415,482	



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	02/26/2025
SUBJECT:	Resolution No. 2192-2025 Amending the Operating Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025

BACKGROUND

Each year the City adopts budget amendments, adjusting the budget for expenditures that have become necessary since the original budget was adopted. These adjustments provide spending authority for projects authorized by the City Council during the year which were not included in the original budget, projects that may have been budgeted in a previous year, but due to the timing of a contract award, were not begun or encumbered before the previous year's end, and emergency expenditures.

The attached budget resolution reflects proposed adjustments to be made which represent changes in departmental or fund budgets. Detailed explanations are also provided as a part of these adjustments. The budget adjustments were previously approved by the City Council, Community Redevelopment Agency, or Pension Boards, or discussed with the City Council at briefings or budget workshops.

FINANCIAL IMPACT

Monies are available to fund all requested expenditures.

REQUESTED ACTION

Adopt Resolution No. 2192-2025 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025

ATTACHMENTS

1. Resolution 2192-2025 FY2024 Mid-Year Budget Adjustment

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2192-2025

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FL
AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2024 and ending September 30, 2025 be amended as follows:

General Fund – 001

General Fund Expenditures :

City Council

Other current charges	a.	\$5,000	001-01-0101-511-49-549000
Capital outlay - Equipment	b.	\$162,653	001-01-0101-511-64-564000

- a. To adjust budget for donation to Beaches Veterans Memorial in Atlantic Beach. Approved by Council 11-18-2024.
- b. To adjust budget for Council Chambers audio/visual equipment replacement. Approved by Council 10-7-2024.

Parks & Recreation

Operating - building repairs	a.	\$48,749	001-06-0604-539-62-562000
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- a. To adjust budget for cemetery maintenance building roof replacement and other improvements. Approved by Council 10-7-2024.

Police

Personal services - Wages	a.	\$557,846	001-09-0904-521-12-512000
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- a. To adjust budget for collective bargaining agreement amendment with FOP. Approved by Council 8-19-2024.

Non-departmental

Operating - other charges	a.	-\$216,402	001-00-0000-519-49-549000
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- a. To adjust the unanticipated budget for net General Fund costs of budget adjustments.

Infrastructure Surtax - 151**Expenses:**

Capital outlay - improvements	a.	\$874,861	151-00-0000-538-63-563000
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- a. To adjust budget for Bid 2324-13 award for central and south basin pump station improvements. Approved by Council 10-21-2024.

Downtown Redevelopment - 181**Expenses:**

Capital outlay - improvements	a.	\$1,624,950	181-16-1601-538-63-563000
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- a. To adjust budget for Bid 2324-13 award for central and south basin pump station improvements. Approved by Council 10-21-2024. Approved by CRA 10-16-2024 Res. No. 2025-01.

Southend Redevelopment Fund - 182**Expenses:**

Capital outlay - improvements	a.	\$994,780	182-16-1602-538-63-563000
Capital outlay - improvements	b.	\$1,647,275	182-16-1602-515-63-563000

- a. To adjust budget for Bid 2324-13 award for central and south basin pump station improvements. Approved by Council 10-21-2024. Approved by CRA 10-16-2024 Res. No. 2025-02.
- b. To adjust budget for Bid 2324-14 award for America Drive drainage improvements. Approved by Council 10-21-2024. Approved by CRA 10-16-2024 Res. No. 2025-01.

JAG Grant - 186**Revenues:**

Revenue - grant proceeds	a.	\$53,601	186-00-0000-331-00-331001
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Expenses:

Capital outlay - building improvements	a.	\$53,601	186-09-0904-521-62-562000
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- a. To record award of Justice Assistance Grant (JAG) award 15PBJA-23-GG-02972-MUMU; Title C-6N207 Crime Intelligence Monitoring Center and the corresponding purchases.

General Capital Projects Fund - 315**Revenues:**

Grant Proceeds	a.	\$200,000	315-00-0000-334-00-334002
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- a. To record FRDAP grant award for the renovation of Gonzales Park. Approved by Council 9-5-2023.

Expenses:

Capital outlay - improvements	a.	\$75,634	315-00-0000-519-63-563000
Operating - software	a.	\$332,178	315-00-0000-519-46-546014

- a. To adjust the budget for CentralSquare Solutions Agreement for ERP- Service and Hardware. Approved by Council 3-17-2025.

Water & Sewer Fund - 420**Revenues:**

Revenue -misc. revenue	a.	\$194,000	420-00-0000-334-00-334001
Revenue -misc. revenue	a.	\$75,000	420-00-0000-334-00-334001
Revenue -misc. revenue	b.	\$1,750,000	420-00-0000-334-00-334001

- a. To adjust the budget for grant proceeds from the Florida Department of Environmental Protection for a vulnerability assessment and subsequent action plan. Approved by Council 7-18-2022.
- b. To adjust the budget for grant proceeds from the Florida Department of Environmental Protection for the SB64 requirement. Approved by Council 8-19-2024.

Expenses:

Other Professional Services	a.	\$75,000	420-07-0704-536-31-531003
Capital outlay - Improvements	b.	\$588,093	420-07-0706-535-63-563000
Capital outlay - Improvements	c.	\$915,014	420-07-0706-535-63-563000
Capital outlay - Improvements	d.	\$719,700	420-07-0707-536-63-563000
Operating - repairs	e.	\$131,698	420-07-0707-536-46-546011
Capital outlay - Improvements	f.	\$142,993	420-07-0706-535-63-563000

- a. To adjust budget for vulnerability assessment and subsequent action plan. Expense portion for FY2025 PO. Approved by Council 7-18-2022.
- b. To adjust the budget for Bid No. 2324-12 lift station #8 replacement funding that exceeded original budget estimate. Approved by Council 11-18-2024.
- c. To adjust the budget for Bid No. 2324-15 lift station #5 rehabilitation project. Approved by Council 12-2-2024.
- d. To adjust the budget for emergency repair/replacement of sewer manhole and piping near 22nd Street North. Approved by Council 10-07-2024.
- e. To adjust the budget for emergency replacement of sewer main at Republic Dr. Approved by Council 02-03-2025.
- f. To adjust the budget for upgrade to WinCC at Water Reclamation Facility. Approved by Council 03-03-2025.

SECTION 2. The Chief Financial Officer is hereby authorized and directed to perform all acts necessary to carry out and accomplish the budget amendments in conformity with the provisions of Section 1.

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2024 and ending September 30, 2025, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

SECTION 4. The City Council authorizes the City Manager to use funds from any relevant account to pay for items such as staffing, contract services, rental equipment, communications equipment, emergency repairs, and supplies in response to a named storm or declaration of a state of emergency issued by the Mayor for a severe weather event or other emergency of similar magnitude.

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2024 and ending September 30, 2025, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

SECTION 6. The City Council further authorizes the City Manager to expend donated monies, so long as the expenditure is consistent with the purpose of the donation.

SECTION 7. In compliance with the Convention Development Tax Act, Florida Statutes, Chapter 212.0305, the City of Jacksonville Beach, being unable to use Convention Development revenue solely for the purposes stated in the section, is hereby authorized to use the revenue to acquire and develop municipal parks, lifeguard stations or athletic fields.

SECTION 8. This Resolution shall become effective immediately upon its passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2025.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David M. Migut, City Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	04/02/2025
SUBJECT:	Commercial Lease Agreement with Heritage Landscape Supply Group

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Since 2019, parcel 722-J has been leased to Heritage Landscape Supply Group when they assumed the lease previously held since 2004 by Florida Irrigation Supply, Inc. The current lease expired on February 28, 2025. The tenant wishes to remain at this location and enter into a new lease agreement with the City. While the City and tenant have been negotiating a new agreement, the current lease had a provision which allowed it to be extended month to month.

The new lease agreement would begin on May 1, 2025, and includes the following key provisions:

- The lease is for five years and renewable for up to five additional three-year terms for a maximum period of no more than 20 years.
- Either party may terminate the lease with 90-days written notice.
- Monthly rent will be \$7,486.36 due on the first of each month based on the internal and external square footage.
- The rent will increase by 4% annually on October 1.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.
- The tenant is responsible for all improvements, maintenance, and repair of the leased premises.

FINANCIAL IMPACT

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

REQUESTED ACTION

Approve a Commercial Lease Agreement with Heritage Landscape Supply Group for Property in the Industrial Park

ATTACHMENTS

1. Lease - 722-J 10th Street South, Jacksonville Beach, FL - HLSG Executed 2.0

**CITY OF JACKSONVILLE BEACH
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into on May 1, 2025, by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor"), a municipal corporation organized and existing under the laws of the State of Florida whose principal address is 11 North Third Street, Jacksonville Beach, FL 32250, and Heritage Landscape Supply Group, Inc., whose mailing address is 7440 State Highway 121, McKinney, TX 75070 (hereinafter, "Lessee").

I. PREMISES

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

Industrial Park, located at 722-J 10th Street South, Jacksonville Beach, Florida 32250, which consists of 3,637 square feet interior and 35,177 square feet exterior as shown in Parcel "A" on Exhibit A attached here to (hereinafter "Leased Premises").

II. RENT

Commencing on May 1, 2025, Lessee agrees to pay Lessor \$7,486.36 on the first day of every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXV below. Such Initial Rent shall increase by 4% on October 1, 2025, and shall increase by 4% of the then current monthly rent on October 1 of every year thereafter.

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

Lessee shall make rent payable and delivered to:

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

III. LEASE TERM

The initial term of this Lease shall be five years, commencing on May 1, 2025, and terminating on April 30, 2030, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for five additional three-year terms, for a maximum lease period of no more than 20 years. For any renewal period, Lessee may only exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY

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

V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS

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

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

VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT

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

VII. WAIVER OF DEFAULT

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

VIII. PERMITTED USE

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

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

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

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

X. ALTERATIONS

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

XI. INJURY OR DAMAGE TO PROPERTY ON PREMISES

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

XII. LIMITATION OF LIABILITY

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

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

XIII. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

XIV. JANITORIAL AND WASTE COLLECTION SERVICES

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

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

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

XV. UTILITIES

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

XVI. ENVIRONMENTAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

XVII. TAXES

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

XVIII. FIRE AND OTHER HAZARDS

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

XIX. SUBLETTING AND ASSIGNMENT

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

XX. AUTHORITY OF CITY MANAGER TO RENEW

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

XXI. NOTICES

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

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

XXII. ENTIRE AGREEMENT

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

XXIII. SEVERABILITY

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

XXIV. GOVERNING LAW

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

XXV. CALCULATION TABLE

	Internal	External	
Square Foot	3637	35,177	
Yearly Rate	10.92	1.42	
Yearly Rent	39,716.04	50,120.19	89,836.23
Monthly Rent	3309.67	4,176.68	7,486.35

XXVI. MISCELLANEOUS PROVISIONS

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

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

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

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

LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

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

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

Approved as to form and legal sufficiency:

Sign: _____
Print: David Migut
Title: City Attorney
Date: _____

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

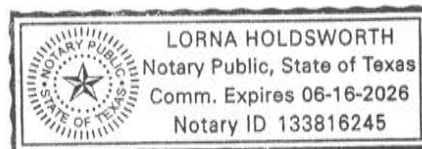
LESSEE - HERITAGE LANDSCAPE SUPPLY GROUP, INC.

Sign: _____
(Signature of person with authority to legally bind Heritage Landscape Supply Group, Inc.)
Print: Dustin Gunderson
Title: Vice President
Date: April 14, 2025

STATE OF TEXAS
COUNTY OF Colin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of April, 2025 (year), by Dustin Gunderson [NAME], Vice President [TITLE] of Heritage Landscape Supply Group, Inc., on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public
My commission expires: 06-16-2026





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	03/14/2025
SUBJECT:	Second One-Year Contract Renewal of Bid No. 2223-03 to Allied Universal Corp. for the Purchase of Liquid Chlorine and Sulfur Dioxide

BACKGROUND

The Water Plants and Water Reclamation Facility utilize liquid chlorine for disinfection of water as part of their processes and utilize sulfur dioxide as part of their dechlorination processes at the City's Utility Plants. The current contract with Allied Universal Corporation for the provision of liquid chlorine and sulfur dioxide is in its first one-year renewal, which was approved on May 1, 2024, and will expire May 1, 2025.

These chemicals were competitively bid with the receipt of two bids. The lowest responsive, responsible bidder was Allied Universal Corporation. The costs for these chemical purchases are \$2,150 per ton for liquid chlorine and \$195 per 150-pound cylinder for sulfur dioxide.

The City of Jacksonville Beach Public Works Department recommends renewing the contract for the second of three additional one-year terms with the option to renew for one additional one-year period to Allied Universal Corporation, based on the fact that we are transitioning away from using liquid chlorine and sulfur dioxide within the next year.

FINANCIAL IMPACT

The FY2025 Public Works operating budget includes funding for chlorine and sulfur dioxide.

REQUESTED ACTION

1. Approve/Disapprove the Second One-Year Contract Renewal of Bid No. 2223-03 to Allied Universal Corp. for the purchase of Liquid Chlorine and Sulfur Dioxide; and
2. Authorize the Mayor and City Manager to approve and execute the subsequent contract renewals contingent upon funding and mutual agreement of the parties

ATTACHMENTS

1. Second One-Year Renewal of the Liquid Chlorine and Sulfur Dioxide Bid Agreement

**SECOND ONE-YEAR RENEWAL OF THE LIQUID CHLORINE AND SULFUR DIOXIDE BID
AGREEMENT BETWEEN ALLIED UNIVERSAL CORPORATION AND THE CITY OF
JACKSONVILLE BEACH**

THIS ONE-YEAR RENEWAL is made on May 1, 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 Allied Universal Corporation ("Allied"), to renew the Agreement for the provision of liquid chlorine and sulfur dioxide provided by Allied to the City.

WHEREAS, on May 1, 2023, Bid No. 2223-03 was awarded by the City Council to Allied for the provision of liquid chlorine and sulfur dioxide provided by Allied to the City (the "Agreement"); and

WHEREAS, the Agreement had an initial one-year term beginning May 1, 2023, with the option to renew the Agreement for three additional, consecutive one-year periods contingent upon funding and mutual agreement of the City and Allied; and

WHEREAS, on May 1, 2024, the parties entered into the First One-Year Renewal of the agreement dated to expire May 1, 2025; and

WHEREAS, the parties desire to renew the Agreement for the second one-year term.

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

1. The term for Bid #2223-03 LIQUID CHLORINE AND SULFUR DIOXIDE is hereby renewed
2. The renewal pricing dated March 4, 2024, is located in Attachment A hereto and remains current.
3. All other conditions, requirements, and provisions of the specifications for Bid No. 2223-03 liquid chlorine and sulfur dioxide and the Agreement shall remain unchanged and in full force and effect.

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

**SECOND ONE-YEAR RENEWAL OF THE LIQUID CHLORINE AND SULFUR DIOXIDE BID
AGREEMENT BETWEEN ALLIED UNIVERSAL 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
Title: City Clerk
Date: _____

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

Approved as to form and legal sufficiency:

David Migut, City Attorney

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

ALLIED UNIVERSAL CORPORATION

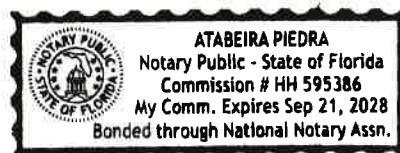
Sign: _____
Print: Tom Palmer
Title: President / CEO
Date: 4/17/2025

(Signature of person with authority to legally bind Allied Universal Corporation)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of April, 2025 (year), by Jim Palmer [NAME], President/CEO [TITLE] of NAME OF COMPANY, a Florida/Foreign Profit Corporation or Florida for Profit Company, on behalf of the corporation/company, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.

[Signature]



**SECOND ONE-YEAR RENEWAL OF THE LIQUID CHLORINE AND SULFUR DIOXIDE BID
AGREEMENT BETWEEN ALLIED UNIVERSAL CORPORATION AND THE CITY OF
JACKSONVILLE BEACH**

Notary Public

My commission expires: Atabeira Piedra
9/21/2025

ATTACHMENT A – RENEWAL PRICING

**SECOND ONE-YEAR RENEWAL OF THE LIQUID CHLORINE AND SULFUR DIOXIDE BID
AGREEMENT BETWEEN ALLIED UNIVERSAL CORPORATION AND THE CITY OF
JACKSONVILLE BEACH**



*Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax*

March 4, 2024

Dennis W. Barron, Jr. MBA
Director of Public Works
City of Jacksonville Beach
1480-A Shelter Avenue
Jacksonville Beach, FL 32250
Office: (904)247-6219

RE: Bid# 2223-03 – Renewal No. 1

Dear Mr. Barron,

The above referenced bid is currently under the initial one year term, which will expire on June 16, 2024. For the 1st one year renewal option Allied would like to continue servicing at the same price and terms. The price will be effective June 17, 2024 through June 16, 2025.

Chlorine 2000#	-	\$2,150.00
Sulfur Dioxide 150#	-	\$195.00

All other terms, conditions and specifications will remain the same. If you are in agreement with the offer please indicate your acceptance by signing below and provide a copy of the letter to Bids@Allieduniversal.com no later than March 25, 2024.

We appreciate your business and look forward to our continued working business relationship.

Very truly yours,

Allied Universal Corporation



Jim Palmer
President/CEO

City of Jacksonville Beach

Name: _____

Signature: _____

Title: _____

Date: _____

Cc: T. Koziatsek, AUC Vice President of Sales
D. Adams, Regional Sales Manager
S. Moros, Bid Coordinator



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Gene Paul N. Smith, Chief of Police
DATE:	03/17/2025
SUBJECT:	Ordinance No. 2025-8222 Restricting Parking on State Road A1A

BACKGROUND

During numerous City Council workshops, City staff were directed to research ways to mitigate noise disturbances and safety hazards created by legal parking on State Road A1A south. Working with the Florida Department of Transportation (FDOT) and the City Attorney, the Police Department is recommending Ordinance No. 2025-8222 for approval by the City Council, which restricts parking on State Road A1A between a northern boundary of 25th Avenue South and a southern boundary of the Duval – St. Johns County line, for a period of time no longer than four consecutive hours.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2025-8222 on the first reading restricting parking on State Road A1A south, and schedule a second reading for May 5, 2025

ATTACHMENTS

1. Ordinance No. 2025-8222 Restricting Parking on SR A1A

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

ORDINANCE NO. 2025-8222

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 31 "TRAFFIC AND MOTOR VEHICLES", ARTICLE III "STOPPING, STANDING AND PARKING", SECTION 31-36 "MAXIMUM PARKING TIME" TO ADD A PROVISION FOR PARKING ON STATE ROAD A1A; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, numerous complaints have been made by residents living along State Road A1A from 25th Avenue South down to the county line regarding semitrucks parking in designated spaces along State Road A1A, leaving their tractors to idle throughout the night, causing significant noise pollution and disturbing the peace of the residents; and

WHEREAS, the City Council deems it beneficial for the public's health, safety, and welfare, and in the City's best interests to amend its Code of Ordinances to restrict parking along State Road A1A from 25th Avenue South to the county line, both northbound and southbound, to four consecutive hours; and

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

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

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

SECTION 2. CHAPTER 31 "TRAFFIC AND MOTOR VEHICLES", ARTICLE III "STOPPING, STANDING AND PARKING", SECTION 31-36 "MAXIMUM PARKING TIME" IS HEREBY AMENDED AS FOLLOWS¹:

- (a) No person who owns or has possession, custody or control of any vehicle shall park such vehicle on any street or alley of this city for more than a consecutive period of sixty (60) hours.
- (b) No person who owns or has possession, custody or control of any vehicle shall park such vehicle in a marked parking space on the east or west side of State Road A1A between a

¹ ~~Strike through~~ text indicates deletions, underline text indicates additions.

northern boundary of 25th Avenue South and a southern boundary of the Duval – St. Johns County line, for a period of time no longer than four (4) consecutive hours.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances, resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

SECTION 4. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

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

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

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

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

CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Gene Paul N. Smith, Chief of Police
DATE:	03/17/2025
SUBJECT:	Ordinance No. 2025-8223 Prohibiting Smoking on the Beach

BACKGROUND

The Police Department was directed by the City Council to research and create an ordinance to prohibit smoking on the beach to reduce exposure to secondhand smoke, assure cleaner and more hygienic beaches for the City's residents and visitors, and for animals in the environment. Ordinance No. 2025-8223 accomplishes that directive and provides necessary corrections and clarifications to the enforcement provisions set forth in Code of Ordinances Chapter 6 "Beaches and Bulkeads".

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2025-8223 on the first reading prohibiting smoking on the beach and schedule a second reading for May 5, 2025

ATTACHMENTS

1. Ordinance No. 2025-8223 Prohibiting Smoking on Beaches

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

ORDINANCE NO. 2025-8223

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 6 “BEACHES AND BULKHEADS”, ARTICLE III “USE OF ATLANTIC OCEAN BEACH”, SECTION 6-45 “PROHIBITED ACTIVITIES AND ITEMS ON ATLANTIC OCEAN BEACH” TO PROVIDE A PROHIBITION AGAINST SMOKING ON THE BEACH; AND AMENDING SECTION 6-57 “ENFORCEMENT; CITATION FORM; HEARING; PENALTIES” TO MAKE NECESSARY CORRECTIONS AND CLARIFICATIONS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, according to the 2006 U.S. Surgeon General’s report, “The Health Consequences of Involuntary Exposure to Tobacco Smoke”, secondhand smoke (also known as environmental tobacco smoke, defined as smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling, smoke emitted by the mouthpiece during puff drawing, and smoke exhaled by the smoker) causes coronary artery disease, asthma attacks, heart disease, heart attacks, stroke, and lung cancer in adults and Sudden Infant Death Syndrome, middle ear infections, bronchitis, asthma, pneumonia, and low birthweight in children; and

WHEREAS, secondhand smoke is especially dangerous to children whose bodies are still developing and who are particularly vulnerable to the poisons of secondhand smoke; and

WHEREAS, prohibiting smoking on City beaches frequented by children and adults will help to reduce smoking-related illnesses and serve to improve health outcomes for residents and visitors to Jacksonville Beach; and

WHEREAS, another significant issue with tobacco smoking on City beaches is litter consisting of used cigarette filters, also known as “cigarette butts”, which contain hazardous substances that can be toxic to animals; and

WHEREAS, this Ordinance is intended to protect the environment from litter that can be toxic to animals and humans; and

WHEREAS, as of July 1, 2022, the Florida Legislature enacted Ch. 2022-13, Laws of Florida, which permits municipalities and counties to restrict smoking on their local beaches and in local parks; and

WHEREAS, smoking is already prohibited in City parks, as established in Sec. 20-13. – General park rules and regulations, City code of ordinances; and

WHEREAS, to provide for the public health, safety, and welfare, reduce exposure to secondhand smoke, assure cleaner and more hygienic beaches for the City's residents and visitors, and for animals in the environment, the City Council hereby intends to prohibit smoking on City beaches which are used by or open to the public.

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

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

SECTION 2. CHAPTER 6 "BEACHES AND BULKHEADS", ARTICLE III "USE OF ATLANTIC OCEAN BEACH", SECTION 6-45 "PROHIBITED ACTIVITIES AND ITEMS ON ATLANTIC OCEAN BEACH" IS HEREBY AMENDED AS FOLLOWS¹:

Sec. 6-45. - Prohibited activities and items on Atlantic Ocean Beach.

- (a) No nudity is allowed. Appropriate attire and body coverings are required.
- (b) No glass.
- (c) No camping or sleeping from sunset to sunrise without first receiving permission from the city manager.
- (d) No swimming or bathing except between such hours of the day as shall be designated or posted by the department of parks and recreation for such purposes.
- (e) No disobeying rules posted by the city, Ocean Rescue, or the city manager or designee, or instructions or directions from a law enforcement officer.
- (f) No illegal drugs, alcoholic beverages (in any type of container or other means of consumption), or unpermitted weapons.
- (g) No open fires, campfires, grills, or other cooking or heating devices.
- (h) No fireworks, as defined by F.S. § 791.01, with the exception of city authorized and permitted public displays of fireworks.
- (i) No unauthorized person shall climb upon, sit on, mount, interfere with, loiter upon, enter, occupy, or use in any manner any lifeguard stand, station, or other city lifesaving equipment at any time.

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

(j) No persons or pets shall wash or be washed, with soap or other cleaners, in any swimming area or any other public waters, including, but not limited to, beaches, public showers, storm water, lakes or streams.

(k) No unleashed dogs at any time. Dogs on leashes are permitted to be on the beach at any hour from October 1 through March 31; and during the hours of 5:00 p.m. through 9:00 a.m., from April 1 through September 30.

(l) No person shall place or deposit, or permit to be placed or deposited, any human waste on the Atlantic Ocean beach.

(m) No pet feces are allowed on the Atlantic Ocean beach. A dog's owner or handler shall immediately remove any feces from the Atlantic Ocean beach and properly dispose of the feces in a public trash receptacle.

(n) Unless permitted by the city, no person shall park, propel, operate, or drive any motor vehicle on the Atlantic Ocean beach. This prohibition excludes authorized city and emergency vehicles including, but not limited to, ocean rescue, police, fire department, ambulance and lifeguard vehicles. This section shall not apply to helicopters when authorized to land upon the Atlantic Ocean beach by the department of public safety personnel. It shall also not apply to any other vehicle that obtained permission from the public safety department.

(o) It shall be unlawful for any person to operate a sand sailer or sand sailboat (a sailing device on wheels propelled by the force of the wind) on the Atlantic Ocean beach.

(p) It shall be unlawful for any person to operate a motorized scooter, motorcycle, micromobility device, motorized bicycle, or any other motorized device on the Atlantic Ocean beach.

(q) No person shall dive, jump, or enter the waters of the Atlantic Ocean beach from the Pier or any part thereof. This section shall not apply to the lifeguard personnel employed or authorized by the city, who are engaged in lifeguard training or responding to an emergency for the purpose of saving life, property, or both.

(r) No smoking. Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product. In accordance with F.S. § 386.209, smoking does not include the use of unfiltered cigars.

SECTION 3. CHAPTER 6 “BEACHES AND BULKHEADS”, ARTICLE III “USE OF ATLANTIC OCEAN BEACH”, SECTION 6-57 “ENFORCEMENT; CITATION FORM; HEARING; PENALTIES” IS HEREBY AMENDED AS FOLLOWS²:

² ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

(a) *Enforcement.* Any City of Jacksonville Beach law enforcement officer is authorized to issue a civil citation to any violator of this chapter. ~~The citation shall indicate the penalty established herein for violation of this chapter. A person cited for a violation of this chapter shall sign and accept a citation indicating his/her receipt of a copy of the citation.~~ Citations issued for violation of any provision of this chapter shall be enforced in proceedings under the Special Magistrate hearing procedures of chapter 2, article VI of the City Code of Ordinances and are solely within the power, authority, and jurisdiction of the city's special magistrate. The city's special magistrate shall have jurisdiction and authority to hold hearings for contests to citations, receive and evaluate evidence, to make a determination based upon the preponderance of the evidence as to whether the violations(s) listed in the citation were committed, and impose fines and fees against the violator consistent with this chapter. The decision of the special magistrate shall be the final action by the city. Formal rules of evidence shall not apply at the hearing and any relevant evidence may be admitted as deemed by the special magistrate. The hearing shall be conducted in a manner to ensure that procedural and substantive due process is afforded to both parties.

(b) *Citation form.* The citation form shall contain language providing notice of the following:

- (1) Name of person alleged to have violated this ~~section~~chapter.
- (2) Description of the alleged violation.
- (3) Date, time and place of the alleged violation.
- (4) Witnesses, if any.
- (5) Name of officer charging the violation.
- ~~(6) The date, time and location of the scheduled special magistrate hearing on the offense charged.~~

The citation shall also contain a space where the alleged violator of this ~~section~~chapter may sign to indicate that he/she received a copy of the citation, ~~and shall also indicate the penalty established herein for violation of this sectionchapter, and the procedure to contest the citation and request a hearing as set forth in paragraph (d) below.~~

(c) *Penalties.* Any person found guilty of violating this chapter shall be ~~guilty of a misdemeanor punishable by~~ charged a fine not to exceed \$50.00. Any person who willfully refuses to accept and sign a citation shall be assessed an additional \$200.00 fine. Any person charged with violation of this chapter may:

- (1) Pay the penalty set forth in the citation, either by mail or in person, within ten (10) days of the date of receiving the citation, made payable to City of Jacksonville Beach, and paid at the City of Jacksonville Beach Police Department or ~~utility billing office~~ the Customer Care counter on the first floor of City of Jacksonville Beach City Hall; or
- (2) Appear at ~~the~~a scheduled special magistrate hearing to contest the charge as set forth in paragraph (d) below.

If the person cited elects to pay the penalty set forth in paragraph a(c) above, he/she shall be deemed to have admitted the violation and to have waived his/her right to a hearing on the issue of violation of this ~~section~~ chapter. Each day any violation of any provision of this ~~section~~ chapter occurs shall constitute a separate offense that may be fined. ~~Violation fees must be paid at the City of Jacksonville Beach Police Department or at the utility billing office on the first floor of City of Jacksonville Beach City Hall.~~

(d) *Hearing*. If the alleged violator elects to not pay the citation fine and opts to request a hearing before the special magistrate, then the violator must provide written notification of such request to the City of Jacksonville Beach Police Department and the city attorney, no later than thirty (30) days from the date of the citation. Failure to timely submit the written request shall constitute waiver of the hearing option by the alleged violator and the city may proceed with enforcement and collection of the penalty. Upon receipt of the request for a hearing, the city clerk's office shall issue a notice of hearing date to the person that requested the hearing. Any person who requests a hearing and does not appear in accordance with the notice shall be sent notice by the police department to pay within ten (10) days the doubled fine plus ten dollars (\$10.00) for the cost of administrative services. After the requested hearing, the special magistrate shall make a determination as to whether a violation has been committed and may impose a fine in accordance with this ~~section~~ chapter and Florida law, plus the court costs of administrative services. An election to request a hearing constitutes a waiver of the right to pay the penalty indicated on the citation, and the special magistrate, after the hearing and upon making a determination that a violation has been committed, may impose a fine, plus the court costs of administrative services for each violation.

SECTION 4. CONFLICTING ORDINANCES. That all ordinances, resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

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

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 7. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 8. EFFECTIVE DATE. This ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

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