



City of Jacksonville Beach

Briefing Notice

City Council

11 North Third Street
Jacksonville Beach, Florida

Monday, November 10, 2025

5:30 PM

City Hall 1st Floor Conference Room

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

- A. Annual Paid Parking Review
- B. Update Code of Ordinances Chapter 20
- C. Purchasing Ordinance and Manual Update Project
- D. P3 Feedback
- E. Board Appointments
- F. Committee Assignment Report
- G. Miscellaneous City Manager's Items
- H. Future Briefing Topics

Council Members in attendance may include:

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

Please note: Council Members in attendance may vary according to their schedules.

No public comments are taken at the City Manager's Council Briefing.

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.

CITY COUNCIL BRIEFING TOPIC	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	November 10, 2025
SUBJECT:	Update Code of Ordinances Chapter 20 - Parks and Recreation

BACKGROUND

Staff recommend updates to Chapter 20 - Parks and Recreation of the City's Code of Ordinances to improve public safety, protect natural resources, and align regulations with current operational practices.

The proposed amendments to Chapter 20 aim to:

- Align the Code with current park operations.
- Improve enforceability and the user experience.
- Strengthen coordination with related ordinances (Chapter 5 – Animal Code, Chapter 6 – Beaches and Bulkheads and Chapter 19.5 – Special Events and Festivals).

The intent of the amendments are summarized as follows:

- Improve safety, clarity, and consistency across all park facilities.
- Support equitable use of public spaces and better enforcement of park rules.
- Reflect current community standards and operational needs.

FINANCIAL IMPACT

None.

COUNCIL DIRECTION REQUESTED

Does City Council concur with Staff's recommendation to amend Chapter 20 of the Code of Ordinances and place the item on the December 15th City Council Agenda for a first reading?

ATTACHMENTS

1. Chapter 20 - Parks and Recreation
2. Ordinance No. 2026-8231 Amending Ch. 20 - Parks and Recreation

Chapter 20 - PARKS AND RECREATION

Footnotes:

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Cross reference— *Streets, sidewalks and other public places, Ch. 28.*

State Law reference— *Playgrounds and recreation centers, F.S. Ch. 418.*

ARTICLE I. - DEFINITIONS

Sec. 20-1. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Authorized or *authorization* means that the city manager or director of the city parks and recreation department must officially approve and authorize requests. Authorized and authorization entails an electronic or written letter, confirmation, or memorandum granting the request.

Beach or *public beach* means all that part of the Atlantic Ocean beach lying between the bulkhead line on the west and the Atlantic Ocean on the east and extending to the city limits on the north and the south. The area includes the beach walkovers and beach access points.

City means City of Jacksonville Beach, Florida.

Department means the city parks and recreation department.

Director means the director of the city parks and recreation department.

Golf course means the City of Jacksonville Beach Golf Course and all its facilities and grounds located at 605 Penman Road South, Jacksonville Beach, Florida.

Organized activity means any planned recreational activity or game having formal organization or structure, or any activity or game affiliated with membership in an organization such as a school, social organization, or sports league. Organized activity shall not mean informal or casual "pick-up" recreational activity or games, occurring without regularity or occurring spontaneously or by chance.

Park means a park, playground, recreational center or any other area in the city, owned or used by the city, and devoted to active or passive recreation.

Park property means all areas, buildings, locations, and facilities described in the definition of parks.

Park roads means all surfaced areas designated for vehicular traffic, and passing through any legally defined park or recreational area or any part thereof.

Parking area means any designated part of any park road, drive or special area contiguous thereto set apart for the temporary parking, standing, or stationing of a vehicle.

Person means any individual regardless of age or gender, corporation, company, association, club, society, league, or group that utilize parks and park property.

Vehicle means any wheeled conveyance, whether motor powered (such as an automobile, truck, motorcycle, scooter, or moped), or self-propelled (such as a bicycle or tricycle). The term shall include any trailer in tow of any size, kind, or description. Exception is made for baby carriages, motorized and non-motorized devices required to allow reasonable access to parks or park facilities for persons with disabilities, and vehicles in the service of the parks.

(Ord. No. 2020-8148, § 2, 10-19-20)

ARTICLE II. - GENERAL

Sec. 20-2. - Surveys of facilities.

The city manager or designee is hereby authorized and directed to conduct and maintain current surveys of all parks and recreational facilities of the city. At each location, he/she shall locate and designate all areas which have a specialized function, such as picnic areas, pavilions, athletic courts, beaches, playgrounds, or baseball diamonds.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-3. - Interference with personnel.

No person shall interfere with, hinder, or oppose any officer, agent, or employee of the city in the discharge of such officer's, agent's, or employee's duties or with the regulation and enforcement of the beach and park regulations and rules.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-4. - Violation of closing hours.

No person shall enter or remain on the beach or in parks or on park property without a permit during closing hours. No person shall enter or remain on the beach or in parks or recreational facilities after such person receives notice of the closing hours from a city employee acting within the scope of his/her official duties. No person who has violated a park rule shall remain on the beach or in a park or recreational facility after a police officer, sheriffs deputy, or city employee acting within the scope of his/her official duties, requests such person to leave or vacate a park or park property.

(Ord. No. 2020-8148, § 2, 10-19-20)

ARTICLE III. - USE REGULATIONS

Sec. 20-5. - Personal responsibility; necessity for rules and regulations.

It is the responsibility of each person to conduct and participate in recreational activities and athletic events at the parks and on park property in such a manner so as to prevent injury or loss of life to any person including himself/herself. Therefore, for the public safety, it is necessary to prescribe rules and regulations to govern recreational activities and athletic events in parks and on public beaches.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-6. - Authority to regulate beaches and park property.

- (a) The city manager is empowered to exercise discretion to regulate the time, place, and manner in which the public beaches, park property, or any portion thereof, are to be used by the public and to authorize the posting of signs regulating public use. In so doing, the city manager is to give due regard to the safety and preservation of public property, the number of persons who can be safely protected and safeguarded at the particular location, and the public health, safety and welfare. City manager directions given pursuant to the authority contained in this section are declared to have the effect of local law and shall be enforced by the city police officers and employees.
- (b) Each park shall have at least one prominently posted sign that states the hours of operation for that park.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-7. - Domestic animals.

- (a) Other than as specifically provided for below, in those park areas where dogs are allowed, the dogs shall at all times be restrained and on adequate leashes as set forth in Chapter 5 of this Code of Ordinances, and all other pets shall be under constant physical control of a person.
- (b) At Paws Dog Park only, there are areas designated for dogs off leash. Dogs in these designated areas must be accompanied by their owner, be under vocal control, and not cause a public nuisance, safety hazard, or harass wildlife.
- (c) In the case of dog and other pet defecation on the beaches or park property, the owner or person in charge or in control of the dog or other pet shall immediately remove all feces deposited by such animal and dispose of same in a sanitary manner as set forth in Chapter 5 of this Code of Ordinances.

- (d) Notwithstanding the restrictions described in this section, animals engaged in training to provide assistance to an individual with a disability, or animals individually trained to provide assistance to an individual with a disability, shall be permitted in all public areas and public facilities. The accommodation of service animals as provided for herein shall at all times be in accordance with the Americans with Disabilities Act of 1990 (ADA), 42 USCA § 12101 et. seq., and F.S. § 413.08.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-8. - Traffic regulations.

Applicable state vehicle traffic laws as contained in F.S. Ch. 316, shall apply in and about all parks, park property, roads, and areas, and in addition thereto the following rules shall be applicable on roads and driveways within city parks:

- (1) No person driving, operating, controlling, or propelling any vehicle shall use any road or driveway other than the regularly designated park roads or driveways, except when directed to do so by a law enforcement officer, directional signs, or a department employee.
- (2) The operator of any vehicle must obey all signs concerning speed limits, danger, director of traffic, and other traffic rules specifically applicable in park areas.
- (3) All law enforcement officers and department employees are hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and recreation areas. All persons shall comply with any lawful order, signal, or direction of law enforcement officers and department employees.
- (4) No person shall drive a vehicle at a speed greater than is reasonable or prudent, having due regard for the surface, width, and condition of paving and the traffic thereon. All motorized vehicles shall give right-of-way to pedestrians or self-propelled vehicles. Maximum speed shall be fifteen (15) miles per hour in all parks.
- (5) No person shall cause any vehicle to enter any park except through the designated park entrance, except for authorized emergency vehicles when conditions warrant.
- (6) No vehicle shall be driven on the beach without permitted approval by the city.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-9. - Parking; servicing, washing of vehicles.

- (a) No person shall park a vehicle on park property other than in the designated parking areas or at designated times provided for that particular type of vehicle, unless directed otherwise by law enforcement officers, Department employees, or as authorized by the city.
- (b) No person shall double-park any vehicle at any time on any road, parkway, or parking area, unless so directed by a law enforcement officer or department employee.

- (c) No person shall park or station any vehicle in any zone designated and marked "no parking" or otherwise marked for restricted use.
- (d) No vehicle shall be left overnight in any park or beach parking lot area unless authorized by the city manager or designee, director, or in emergencies.
- (e) No person shall change any parts, repair, wash, grease, or perform other maintenance on a vehicle on any park property except in emergencies.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-10. - Organized activities or potentially dangerous games.

- (a) No person shall engage in any rough or potentially dangerous activity.
- (b) Use of park property is limited to its intended use only, unless permission is granted in writing by the city manager or designee. Skateboarding shall be governed by this section and in accordance with section 20-18 of this Code, as amended from time to time.
- (c) No person shall trespass on or use athletic fields that are posted for use by permit only without a valid permit.
- (d) No person shall play golf or use golf balls and clubs within any park areas or on the public beaches, with the exception of the golf course.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-11. - Alcohol and intoxicating substances.

No person shall consume any alcoholic beverage of any form on any park property, except as permitted by an alcoholic beverage special event permit as provided for in Chapter 19.5 of this Code of Ordinances. This prohibition shall not apply to any prohibition within a public building when rented to private parties, or to the golf course, when the sale or consumption of alcoholic beverages has been authorized by the terms of any lease or other agreement approved by the city council, or to events held pursuant to an alcoholic beverage special event permit. Furthermore, no person under the influence of alcohol or any chemical substance set forth in F.S. § 877.111 or any controlled substance under F.S. Ch. 893 to the extent that the person's normal faculties are impaired will be permitted entry to park properties; and any person so doing, if discovered therein, will be subject to immediate expulsion from city property and reported to law enforcement authorities.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-12. - Reserved.

ARTICLE IV. - PARK RULES AND REGULATIONS

Sec. 20-13. - General park rules and regulations.

- (a) *Applicable Parks.* The following parks are included in this article:

12th Avenue South Park

Carver Center

Cradle Creek Preserve

Gonzales Park

Huguenot Park

Oceanfront Park

Paws Dog Park

Penman Park

Rotary Park

Seawalk Pavilion and Latham Plaza

South Beach Park and Sunshine Playground

Tall Pines Park

Wingate Park

- (b) *Hours.* The hours of operation for each city park, as may be amended from time to time, are from sunrise to sunset, except for Paws Dog Park, which opens at 5:00 a.m. and closes at 10:00 p.m.
- (c) *Prohibited activities.* It shall be unlawful for any person to do any of the following in any park or other areas officially designated by the city council as a park and posted as such unless specifically permitted by the appropriate authorization received from the city manager and issued pursuant to this article, except for activities of the city which are undertaken within the scope of its governmental authority:
- (1) Trespass when the park is closed.
 - (2) Camp overnight.
 - (3) Purchase, sell, offer, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in chapter 19.5 of this Code of Ordinances.
 - (4)

Cook foodstuff on grills other than those public grills provided by the city for that purpose. Persons may utilize grills provided by the city only for cooking in the designated park areas. No fires or food preparation is allowed that pose a hazard to public property or the general public.

- (5) Set or stoke a fire, except for city-authorized prescribed burns or those fires set or stoked in designated city grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public.
- (6) Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the park user to be properly disposed of elsewhere.
- (7) Engage in the defacing, destruction, removal, or alteration of any park facility, structure, grounds, or equipment.
- (8) Construct or erect any hut, shanty, or other shelter. Park users may set up a temporary sun/shade apparatus up to ten (10) feet by ten (10) feet in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within fifteen (15) feet of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park.
- (9) Disturb the natural surface of the ground in any manner unless authorized in writing by the city manager and done in accordance with a city-initiated land management activity.
- (10) Erect or affix signs to any tree, post, pole, fence, or park facility or grounds except as provided by city ordinance, or through an approved facility use contract authorized by the city manager.
- (11) To disturb or remove any plant, wildlife, animal, bird, or egg located above, upon, or below the surface of the park grounds, or to allow any privately-owned animal to do so unless specifically authorized in writing by the city manager.
- (12) To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, javelin, or other dangerous object. This part shall not be used or interpreted to regulate firearms, ammunition, or components thereof as defined in F.S. Ch. 790.
- (13) Use roller skates, roller blades, or skateboards, except on park facilities specifically designated for this purpose.
- (14) Use public restrooms to shave, bathe, and/or shower, unless shower facilities are specifically provided for public use.
- (15) Sleep on park benches, tables, or under any covered areas or pavilion.
- (16) Store personal goods or property on park property.

- (17) Loiter.
- (18) Bathe or otherwise be, use or remain in a water or drinking fountain and/or its reservoir or to allow any privately-owned animal to do so.
- (19) Discharge or deposit human waste, except in toilet facilities provided by the city.
- (20) Engage in the sale, rental, delivery, demonstration, display, or offering as a business promotion any item or service for any non-city sponsored function(s), except as otherwise permitted for special events as provided by chapter 19.5 of this Code of Ordinances or administrative rule.
- (21) Use any park property for non-city sponsored fundraising activities, except as otherwise permitted for special events as provided in chapter 19.5 of this Code of Ordinances.
- (22) Engage in gambling, conduct raffles, bingo games, or card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise.
- (23) Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than one hundred (100) feet, unless otherwise permitted for special events as provided in chapter 19.5 of this Code of Ordinances, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation.
- (24) Refuse to vacate any pavilion, table, building, or portion of a park that is permitted for the exclusive use of another party as provided by a special event permit or temporary rental agreement authorized by the city.
- (25) Smoke tobacco products or use vapor-generating devices. As used in this provision, smoking shall be defined as inhaling, exhaling, burning, carrying, or possessing a lighted tobacco product or the active use of a vapor-generating device. Tobacco product is defined to include cigarettes, pipe tobacco, and any other lighted tobacco product except unfiltered cigars.
- (26) Drive any vehicle on any all-purpose field, including the golf course, with the exception of carts and devices allowed by the golf course staff.

(Ord. No. 2020-8148, § 2, 10-19-20; Ord. No. 2023-8189, § 2, 2-6-23)

Sec. 20-14. - Huguenot Tennis Center (HTC).

- (a) *Fees.* Charges for the use of the tennis courts at HTC shall be by resolution approved by the city council.
- (b) *Hours of operation.* Hours of operation shall be established by City Council based on the needs of the community and available funding. The courts are available for open play for three hours per weekday.
- (c)

Fiscal year holidays. Hours of operation may be limited on the following holidays and shall be established by City Council based on the needs of the community and available funding:

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

President's Day

Easter

Memorial Day

(d) *Rules and regulations.*

- (1) HTC is a smoke-free facility. The use of cigars, cigarettes, vapor, or e-cigarettes in any form is prohibited at HTC, and within twenty-five (25) feet of the exterior fencing of the facility.
- (2) Proper tennis attire is required (shirts must be worn at all times).
- (3) Only flat-soled tennis specific shoes are allowed on the tennis courts. Cross trainers or other running shoes are not permitted for both safety and court maintenance and surface conditioning reasons.
- (4) No skateboards, scooters, bicycles, or skates are allowed on the courts or within the perimeter fencing.
- (5) No pets allowed on courts.
- (6) Guide or assistance dogs for the handicapped are the only animals that will be allowed inside the buildings.
- (7) No alcoholic beverages are allowed in any HTC area.

- (8) The use, sale, or possession of alcoholic beverages or controlled substances is prohibited. Being under the influence of said substances and refusal to leave the premises may result in suspension from the facility and/or prosecution.
 - (9) Children must be supervised by parents at all times. Children under the age of twelve (12) are not permitted to remain courtside or in the lounge or lobby areas unless supervised by a parent or an adult guardian.
 - (10) No hitting/throwing balls against walls in the facility or climbing on the furniture or fences.
 - (11) Games and excessive horseplay are not allowed on the premises.
 - (12) Profanity, loud noises, racquet throwing, abuse of city property, and similar aggressive behavior will not be tolerated. Failure to comply may result in suspension from the facility.
 - (13) Announcements or flyers for bulletin boards must be submitted to and approved by the HTC facility manager.
 - (14) City and HTC staff are not responsible for personal items left unattended, lost, or stolen.
 - (15) No parking in handicapped designated spaces unless the vehicle is properly registered and displays a handicap permit.
 - (16) Theft or vandalizing of city property or property belonging to a private party may result in criminal charges. Guests caught vandalizing property will forfeit their rights to the facility and will be prosecuted to the fullest extent of the law.
 - (17) Use of verbal or physical threats toward HTC staff or other patrons or the use of offensive, obscene, or illegal conduct is prohibited. Violators will be asked to leave the facility. Depending on the severity of the behavior, individuals may be suspended from future use of the facility.
 - (18) Dispose of gum properly by placing it in proper trash receptacles.
 - (19) Place unwanted, used balls in the recycling containers provided.
- (e) *Check-in procedures.*
- (1) All users must sign in at the clubhouse prior to entering a court for play at all times (individual play, private lessons, team practices, etc.).
 - (2) All applicable fees must be paid prior to play. Only checks or cash are accepted.
 - (3) Failure to comply with registration procedures and submission of payment may result in interruption of play and forfeiture of court until resolved.
 - (4) Courts will be assigned by HTC staff.
 - (5) Court time will be limited to one and a half hours for singles and two (2) hours for doubles. Anyone wishing to play longer may check in at the clubhouse and be added to the waiting list.
 - (6)

A minimum of two (2) courts will be available for walk-up play when all courts are playable. In the event there is a limited number of courts available due to maintenance, resurfacing, inclement weather, etc., at least two (2) courts of the playable courts will be designated for reservation or walk-up play.

- (7) Tournament and league matches take precedence over member and/or walk-up play if at any time all courts are needed for these events. HTC's reservation policy is subject to court availability. Court reservations can be made by calling HTC.
 - (8) Individuals and instructors may make a reservation for one (1) court up to seven (7) days in advance.
 - (9) Teams may make a reservation for two (2) courts up to seven (7) days in advance.
 - (10) Reserved courts that have not been claimed and paid for ten (10) minutes after the scheduled time will be released to waiting parties.
 - (11) Prompt notification of reservation cancellation should be made to HTC staff.
- (f) *Waiting list.*
- (1) When all walk-up courts have been issued, a waiting list will be started. The list will be in order of arrival.
 - (2) One (1) person is not allowed to be on the waiting list for two (2) courts. If two (2) courts are needed, two (2) individuals should sign up on the waiting list. There is no guarantee that the courts will be close to each other.
- (g) *Court use.*
- (1) Please be quiet when walking or waiting behind courts.
 - (2) When claiming a court, wait until the exiting players have finished a point or rally before entering.
 - (3) As a courtesy to players with a reservation following yours, please be ready to exit a court at the exact end of your reserved time.
 - (4) Do not enter adjacent courts (when in use) to retrieve stray balls. Wait until your neighboring players have finished a point, and then ask them to return your ball.
 - (5) After play, the court must be cleared of trash, properly groomed with the brushes provided, the lines swept, and equipment returned to the designated area.
- (h) *Weather procedures.*
- (1) Play will be halted on courts when HTC staff determines the courts are unplayable and HTC staff will determine when courts will be playable again.
 - (2) If the temperature is one hundred (100) degrees; or above, or the heat index is one hundred six (106) degrees or higher, or thirty-two (32) degrees or below, any player may halt play. If lightning/thunder is detected, it is the players' responsibility to halt play.
- (i)

USTA League team practices. In the event the majority of the courts are unplayable, team practices will be cancelled. If enough courts are playable for each team to receive one (1) court, then team practices will be held with each team receiving one (1) court.

(j) *USTA League matches.* All league matches are assigned courts at least one (1) day prior to the match. Matches scheduled on courts that are playable will go on as scheduled. Matches scheduled on courts that are unplayable will be cancelled and will be rescheduled. In the event a match is scheduled on a bank of courts where only a portion of those courts are playable, the matches should go on as scheduled on the playable courts and the unplayable courts should be rescheduled.

(k) *Reservations and individual play.*

- (1) In case of inclement weather, all reservations are subject to court availability.
- (2) If courts are limited due to weather, all individual reservations will be cancelled.
- (3) Players may contact HTC at 904-247-6221 to find out if courts are available for walk-up play.

(l) *Rescheduled matches.*

- (1) Captains of cancelled matches should use their assigned practice night and courts to make up the matches. HTC staff will not schedule make up matches on other teams' practice courts.
- (2) Rescheduled matches played on team practice courts will not be interrupted, and shall be played until completion.
- (3) Rescheduled matches should not be scheduled later than one and a half (1.5) hours before closing. (e.g., no matches scheduled after 7:30 p.m. when facility closes at 9:00 p.m.)
- (4) Subject to court availability, teams utilizing their allotted two (2) courts for make-up matches may also reserve up to two (2) additional courts on the same scheduled team practice night.

(m) *Host policies and procedures.*

- (1) A full-time HTC staff person must be on site during the event.
- (2) Facility should be adequately staffed based on event size and need.
- (3) All HTC staff should be knowledgeable of all policies, procedures, maintenance, and equipment use.

(Ord. No. 2020-8148, § 2, 10-19-20; Ord. No. 2021-8166, §§ 2, 3, 5-17-21)

Sec. 20-15. - Paws Dog Park.

- (a) *Membership.* Membership is required to access Paws Dog Park. Membership fees shall be established by resolution approved by the city council.
- (b) *Rules and regulations.* Visitors of Paws Dog Park shall follow the rules and regulations set forth below. Violators may be subject to removal from the park and park privileges may be suspended:

(1)

The park is open seven (7) days a week from 5:00 a.m. until 10:00 p.m. The park may be closed for maintenance on Thursdays from 9:00 a.m. until 2:00 p.m.

- (2) No animals other than dogs are permitted in the park.
- (3) No dogs under four (4) months of age are permitted in the park.
- (4) No food (people or animal), treats, alcoholic beverages, smoking, glass, strollers, baby carriers, bicycles, or children's toys are permitted in the park.
- (5) Children under twelve (12) must have close adult supervision at all times.
- (6) No more than three (3) dogs per handler are allowed.
- (7) All dogs must have current vaccinations, must wear a collar and ID tags at all times, and must have a current rabies vaccination tag attached to its collar. Required vaccinations include Rabies, Distemper, Parvo, and Bordetella.
- (8) Sick dogs are not permitted in the park.
- (9) Any dog declared a "dangerous dog" (per city ordinance) is not permitted in the park.
- (10) All dogs must be spayed or neutered in order to enter the park.
- (11) All dogs must be leashed before entering the park and prior to leaving the park.
- (12) All dogs must be off leash while inside the park. Choke collars or prong collars are not permitted in the park.
- (13) Dog owners must be in the park and within view and voice contact of their dog(s) at all times. Dog owners must monitor and be responsible for their dog(s) at all times.
- (14) Dogs must be accompanied by owner or handler at all times. Leaving dogs in the park unattended is prohibited. Unattended dogs will be removed by animal control.
- (15) The weight limit for the small dog area is thirty (30) pounds. Dogs less than thirty (30) pounds are only permitted in the small dog area.
- (16) Large dogs are not permitted in the small dog area. Dogs thirty (30) pounds and over are only permitted in the large dog area.
- (17) Dog waste must be immediately cleaned up and properly disposed of by its owner. The dog owner may be fined for failure to comply with this rule.
- (18) Aggressive dogs are not permitted in the park. Any dog showing aggressive behavior must leave the park immediately without debate. The city animal control, police, and park staff are authorized to designate dogs as "aggressive" and to direct their removal from the dog park.
- (19) Animals that exhibit a history of aggressive behavior are not permitted in the park, to be determined at the sole discretion of the city staff and animal control officer(s).
- (20) Owners whose dogs are shown to be aggressive may have their membership revoked.
- (21)

If dogs are playing rough, displaying excessive dominant behavior, (e.g., forcing upon another dog, thrusting, pinning other dogs down, etc.) or intimidating other dogs, owners should relocate their dog(s) to a different area of the park. If dominant behavior persists, owners are required to remove their dog(s) from the park.

- (22) Be cautious with dog toys; some dogs do not like to share.
- (23) Dog owners are solely liable for injuries or damage caused by their dog(s).
- (24) Dog owners must fill any holes dug by their dogs.
- (25) Dogs who bark excessively may be removed from the park.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-16. - South Beach Park Skate Park.

- (a) *Rules and regulations.* To ensure the enjoyment, safety, and proper use of South Beach Park Skate Park, all persons using the park, including all persons skating or skateboarding at specifically designated areas of the park, shall comply with each of the following regulations:
 - (1) No person under the age of eight (8) years old shall be permitted to utilize the skate area unless accompanied by an adult.
 - (2) No person shall skate or skateboard anywhere in the park except in a posted designated skate area.
 - (3) No person shall skate or skateboard in the designated area of the park unless all the equipment is in good repair and safe working order during use.
 - (4) No person shall skate or skateboard in the designated area of the park when the skate surface is wet, when it is raining, lightning, or during maintenance periods.
 - (5) No person shall ride, operate, or utilize any device other than skateboards or skates in the skate area. Prohibited devices include, but are not limited to, bicycles, scooters, motorized razors, and motorized vehicles.
 - (6) The park is closed after dark. No person shall enter or be in the park or skate area at any time other than during the posted hours of operation for the park or when city staff or designated representatives have closed the park or skate area.
 - (7) No person shall place or use any additional piece of equipment, obstacle, apparatus, or other material, including, but not limited to, ramps, jumps, or rails, within the park or skate area.
 - (8) No person shall use or engage in profanity, aggressive, reckless or boisterous behavior, including, but not limited to, fighting, tandem riding, pushing, horseplay, hazing or bullying, or any other activity which could endanger the safety of persons using the park.
 - (9)

No person shall use, consume, or have within his/her custody or control, food or other beverages, other than water in a plastic container, within the skate area. No person shall use or possess glass products within the park.

- (10) No person shall use, consume, or have within his/her custody or control, alcohol or illegal drugs within the park.
- (11) No person shall enter or be in the park or skate area under the influence of alcoholic beverages or illegal drugs or with his/her motor skills or judgment impaired as the result of any alcoholic beverage or illegal drugs.
- (12) No person shall engage in graffiti, tagging, or other defacing of the park.
- (13) All persons using a park area must place trash in receptacles or containers provided.
- (14) No person shall disobey the lawful and reasonable order of a police officer or city employee in the discharge of such officer or employee's duties, or disobey or disregard the notices, prohibitions, instructions, or directions on any park sign, including rules and regulations posted on the grounds or buildings in the park.
- (15) No person shall interfere with, encumber, obstruct, or render dangerous any part of the park.
- (16) No person shall destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing, including, but not limited to, any plant, flower, flower bed, shrub, tree, growth or any branch, stem, fruit or leaf thereof, or bring into or have in such person's possession in the park any tool or instrument intended to be used for cutting thereof or any garden or agricultural implements or tools which could be used for the removal thereof.
- (17) No pets are allowed in the skate park.
- (18) This is an unsupervised park; skaters, users and observers assume their own risks.
- (19) Helmets and personal safety equipment are recommended.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-17. - South Beach Park Tennis Court.

(a) *Rules and regulations.*

- (1) The Department reserves the right to schedule tennis court reservations and maintain a reservation schedule in the Department's administration office.
- (2) Residents may use the tennis court on a first come, first serve basis, or may make a reservation by acquiring a permit at the parks and recreation office on weekdays between 8:00 a.m. and 4:00 p.m.
- (3) Permit holders are allowed to reserve the tennis court for a 90-minute block per day for singles play, and for two (2) hours per day for doubles play. A maximum of two (2) reservations may be made at one (1) time.

- (4) An additional reservation on the same day may be made only after completing your first reservation of the day.
- (5) Reservations are not transferable.
- (6) While a permit is not required for walk-up play on the tennis court, permit holders are considered "first priority" on the court. Non-permitted players must relinquish the court to permit holders for the time designated on the permit. We strongly encourage reserving a court for tennis play.
- (7) All walk-up play begins and ends on the hour. If there are no players on the court, and no one (1) is waiting, non-permit holders may begin play immediately, but must relinquish the court at the end of the next full hour if other non-permit holders are waiting to play.
- (8) Non-permitted play is limited to sixty (60) minutes for singles play and ninety (90) minutes for doubles play when others are waiting.
- (9) Tennis instructors must obtain a reservation permit (subject to the same terms as other permit holders) and shall pay a fee of twenty-five dollars (\$25.00) per sixty (60) minutes, or forty dollars (\$40.00) per ninety (90) minutes for use of the court. Tennis instructors must provide proof of one million dollars (\$1,000,000) in liability insurance naming the city as an additional insured.
- (10) Tennis instruction or private/group lessons are prohibited without a permit. Violators will be subject to removal by law enforcement officers and may lose their privileges for a period of up to sixty (60) days.
- (11) All persons using the tennis court do so at their own risk; users agree to hold the city harmless from injury and agree to abide by the rules for use of the tennis court. The city assumes no responsibility for any accident or injury in connection with such use, or for any loss or damage to personal property.

(Ord. No. 2020-8148, § 2, 10-19-20)

Sec. 20-18. - Enforcement.

- (a) *Intent*. It is the intent of the department that these laws and regulations be enforced in a fair and equitable manner. All rules and regulations contained in this chapter and permits required by this chapter are enforceable by all park employees and law enforcement officers. Those properly designated park employees may warn participants of violations and report such violations to the proper law enforcement officers for compliance.
- (b) *Trespass*. Any person or group found in violation of any of the laws, rules, and regulations of this chapter shall be ordered to leave all parks, beaches, and recreation facilities for a minimum 48-hour period. Any person who fails to leave all facilities, parks, or beaches at the time requested may be arrested and prosecuted for trespassing or prosecuted under other existing ordinances

or laws. Evidence that a violator refuses to leave any park, park property, facilities, or beach after being asked to leave by any city employee or law enforcement officer is sufficient to establish criminal trespass.

- (c) Any person determined by the director or any law enforcement officer to be a violator of this chapter may be ordered by the director or any law enforcement officer to remain out of any park, park property, park facilities, and beach areas for a period of time not to exceed six (6) months. Upon being ordered to remain out of any park, park property, facility, or beach area, violators shall be entitled to a hearing before the special magistrate, in order to appeal the director or law enforcement officer's decision. The person appealing the director's decision may present evidence to the special magistrate. The request for such hearing must be in writing and simultaneously delivered to the director and city attorney. This request must be made in writing within three days of the date of the order or direction that is being appealed. Any authorized department employee or designee or any law enforcement officer shall have the authority to enforce these laws, rules, and regulations, and to eject any person or group acting in violation of these laws, rules, and regulations from any park, park property, lands, or facilities or otherwise revoke their permission to use such park, park property, lands, or facilities.

(Ord. No. 2020-8148, § 2, 10-19-20)

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

ORDINANCE NO. 2026-8231

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 20 “PARKS AND RECREATION” OF THE CODE OF ORDINANCES TO MAKE CORRECTIONS AND ADD SECTIONS; TO PROVIDE CODIFIED LOCAL RULES, REGULATIONS, AND ENFORCEMENT PROVISIONS CONCERNING THE CITY’S PARKS AND RECREATION; AND PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, 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, § 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, City Code of Ordinances Chapter 20 “Parks and Recreation” was created through the enactment of Ordinance No. 2020-8148 in October 2020; and

WHEREAS, since its creation, it has become apparent that certain sections of Chapter 20 should be updated to properly address the protection of public property, public use, and public safety, health, and welfare issues concerning operations and management of the City’s parks and park properties; and

WHEREAS, amending Chapter 20 will provide the City’s Parks and Recreation and Police Departments with more substantial local regulations and rules to protect the general public, public property, and the environment; and

WHEREAS, this Ordinance serves legitimate government purposes, it is a permissible exercise of the City’s powers and authority, benefits the health, safety, and welfare of the City of Jacksonville Beach citizens and guests, and serves to protect and preserve the environment and City property for public benefit.

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 20, ARTICLE III, SECTION 20-5 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS¹:

Sec. 20-5. Personal responsibility; necessity for rules and regulations.

It is the responsibility of each person to conduct and participate in recreational activities and athletic events at the parks and on park property in such a manner so as to prevent injury or loss

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

of life to any person including himself/herself. Therefore, for the public safety, it is necessary to prescribe rules and regulations to govern recreational activities and athletic events in parks and on public beaches.

Parents or guardians shall be held strictly responsible and accountable for the actions of minors regarding this article.

SECTION 3. CHAPTER 20, ARTICLE III, SECTION 20-6 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 20-6. Authority to regulate beaches and park property.

- (a) The city manager is empowered to exercise discretion to regulate the time, place, and manner in which the public beaches, park property, or any portion thereof, are to be used by the public and to authorize the posting of signs regulating public use. In so doing, the city manager is to give due regard to the safety and preservation of public property, the number of persons who can be safely protected and safeguarded at the particular location, and the public health, safety and welfare. City manager directions given pursuant to the authority contained in this section are declared to have the effect of local law and shall be enforced by the city police officers and employees.
- (b) Each park shall have at least one prominently posted sign that states the hours of operation for that park.
- (c) Any section of any park may be declared closed to the public by the city manager at any time and for any interval or at regular or stated intervals (daily or otherwise) or entirely or merely to certain uses as the city manager shall find reasonably necessary for the safety and preservation of public property.

SECTION 4. CHAPTER 20, ARTICLE III, SECTION 20-10 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 20-10. Organized activities or potentially dangerous games.

- (a) No person shall engage in any rough or potentially dangerous activity. Any activities deemed to present a safety hazard shall be prohibited by the Director.
- (b) Use of park property is limited to its intended use only, unless permission is granted in writing by the city manager or designee. Skateboarding shall be governed by this section and in accordance with section 20-18 of this Code, as amended from time to time.
- (c) No person shall trespass on or use athletic fields that are posted for use by permit only without a valid permit.
- (d) No person shall play golf or use golf balls and clubs within any park areas or on the public beaches, with the exception of the golf course.
- (e) Athletic fields for games and practices must be scheduled in advance by obtaining a permit from the appropriate park staff.

(f) If lightning is detected or present within 10 miles of the athletic facility, any ongoing athletic or recreational activities shall be immediately suspended. It is the user's responsibility to seek safe shelter.

(g) All field lights will be turned on or off at the discretion of the Director or designee.

(h) Reservations for picnic shelters and the appurtenances thereto must be obtained in advance and must be for a specific time and duration for each such facility. Reservations may be accessible online.

SECTION 5. CHAPTER 20, ARTICLE IV, SECTION 20-13 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 20-13. General park rules and regulations.

(a) *Applicable Parks.* The following parks are included in this ~~article~~section:

12th Avenue South Park

Carver Center

Cradle Creek Preserve

Gonzales Park

~~Huguenot Park~~Fountain View Park

Oceanfront Park

Paws Dog Park

Penman Park

Rotary Park

Seawalk Pavilion and Latham Plaza

South Beach Park and Sunshine Playground

Tall Pines Park

Wingate Park

(b) *Hours.* The hours of operation for each city park, as may be amended from time to time, are from sunrise to sunset, except for Paws Dog Park, which opens at 5:00 a.m. and closes at 10:00 p.m., and Wingate Park, which hosts athletic events on lighted fields. All Parks are first-come first-serve and prohibit organized games, league play, or team activities except for Wingate Park.

(c) *Prohibited activities.* It shall be unlawful for any person to do any of the following in any park or other areas officially designated by the city council as a park and posted as such unless specifically permitted by the appropriate authorization received from the city manager and

issued pursuant to this article, except for activities of the city which are undertaken within the scope of its governmental authority:

- (1) Trespass when the park is closed.
- (2) Camp overnight.
- (3) Purchase, sell, offer, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in chapter 19.5 of this Code of Ordinances.
- (4) Cook foodstuff on grills other than those public grills provided by the city for that purpose. Persons may utilize grills provided by the city only for cooking in the designated park areas. No fires or food preparation is allowed that pose a hazard to public property or the general public.
- (5) Set or stoke a fire, except for city-authorized prescribed burns or those fires set or stoked in designated city grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public.
- (6) Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the park user to be properly disposed of elsewhere. Persons are prohibited from bringing garbage, refuse, trash or dead animals into the parks or on park property for the principal purpose of disposing of or leaving such garbage/refuse in the parks or on park property. Persons are prohibited from disposing of garbage/refuse in the parks except in clearly designated garbage/refuse receptacles.
- (7) Engage in the defacing, destruction, removal, or alteration of any park facility, structure, grounds, or equipment.
- (8) Construct or erect any hut, shanty, or other shelter. Park users may set up a temporary sun/shade apparatus up to ten (10) feet by ten (10) feet in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within fifteen (15) feet of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park.
- (9) Disturb the natural surface of the ground in any manner unless authorized in writing by the city manager and done in accordance with a city-initiated land management activity.
- (10) Erect or affix signs to any tree, post, pole, fence, or park facility or grounds except as provided by city ordinance, or through an approved facility use contract authorized by the city manager.
- (11) To disturb or remove any plant, wildlife, animal, bird, or egg located above, upon, or below the surface of the park grounds, or to allow any privately-owned animal to do so unless specifically authorized in writing by the city manager.

- (12) To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, javelin, or other dangerous object. This part shall not be used or interpreted to regulate firearms, ammunition, or components thereof as defined in F.S. Ch. 790.
- (13) Use roller skates, roller blades, or skateboards, except on park facilities specifically designated for this purpose.
- (14) Use public restrooms to shave, bathe, and/or shower, unless shower facilities are specifically provided for public use. All persons using public restrooms shall cooperate in keeping them in a neat and sanitary condition.
- (15) Sleep or lounge on park benches, seats, tables, or under any covered areas or pavilion or other areas located within the parks or reside/live in the parks on a temporary or permanent basis.
- (16) Store personal goods or property on park property.
- (17) Loiter or prowl in or around any parks, park property or park areas including, but not limited to, playgrounds, play equipment, restrooms, picnic shelter areas, parking areas, wooded or natural undeveloped areas. Such loitering and prowling behavior shall be interpreted in accordance with F.S. § 856.021.
- (18) Bathe or otherwise be, use or remain in a water or drinking fountain and/or its reservoir or to allow any privately-owned animal to do so.
- (19) Discharge or deposit human waste, except in toilet facilities provided by the city.
- (20) Engage in the sale, rental, delivery, demonstration, display, or offering as a business promotion any item or service for any non-city sponsored function(s), except as otherwise permitted for special events as provided by chapter 19.5 of this Code of Ordinances or administrative rule.
- (21) Use any park property for non-city sponsored fundraising activities, except as otherwise permitted for special events as provided in chapter 19.5 of this Code of Ordinances.
- (22) Engage in gambling, conduct raffles, bingo games, or card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise.
- (23) Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than one hundred (100) feet, unless otherwise permitted for special events as provided in chapter 19.5 of this Code of Ordinances, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation.
- (24) Refuse to vacate any pavilion, table, building, or portion of a park that is permitted for the exclusive use of another party as provided by a special event permit or temporary rental agreement authorized by the city.
- (25) Smoke tobacco products or use vapor-generating devices. As used in this provision, smoking shall be defined as inhaling, exhaling, burning, carrying, or possessing a lighted

tobacco product or the active use of a vapor-generating device. Tobacco product is defined to include cigarettes, pipe tobacco, and any other lighted tobacco product except unfiltered cigars.

- (26) Drive any vehicle on any all-purpose field, including the golf course, with the exception of carts and devices allowed by the golf course staff.
- (27) Disturb park patrons and/or interfere with park use, including but not limited to:
 - a. Disturb or interfere unreasonably with any person or party occupying any area or participating in authorized activities within the parks or on park property.
 - b. Conduct or participate in events, projects or activities that could curtail, impede, or interfere with the use by others of any park, facility or recreation area.
 - c. Engage in any activity within any park or on park property that is dangerous to the health, safety, or welfare of any person or which could cause damage to the property of other persons or park property.
 - d. Harass any other person while on park property.
 - e. Engage in loud, boisterous, threatening, abusive, or insulting behavior or engage in any disorderly conduct or behavior tending to breach the public peace while on park property. Activity constituting disorderly conduct and/or breach of the peace shall be interpreted in accordance with the Florida Statutes.
- (28) Play profane or offensive music while in the parks or on park property.
- (29) Use any park, park property or park area in a manner which will result in financial gain.
- (30) Play rough/forceful or potentially dangerous games on park property except in or on fields, courts, or areas of the park that are specifically designated for such games by the Department. Such games include, but are not limited to, football, basketball, baseball, softball, horseshoes, golf, lacrosse, soccer, cricket, rugby, tennis, volleyball or any other games or exercises involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, shuttlecocks or rockets.
- (31) Engage or participate in any lewd and lascivious behavior while in the parks or on park property. The term "lewd and lascivious" behavior shall have the meanings set forth in F.S. Chs. 798 and 800.
- (32) For any person over the age of six, occupy or enter any restroom, dressing room, bathhouse, or other park structure or facility which is reserved or designated by the Department for the exclusive use of the opposite sex.
- (33) Willfully mark, deface, damage, injure in any way, displace, remove or tamper with any objects, structures or equipment located in the parks or on park property, including, but not limited to, any buildings, facilities, signs, notices, statues, monuments, electrical light boxes, bridges, tables, benches, grills, railings, paving, water lines, fences, gates, stakes, posts, boundary markers, play equipment, shelters, recreation centers sheds and/or storage sheds.

(34) Conduct or participate in gang-related meetings/assemblies or engage in any gang-related activities whatsoever within the parks or on park property.

(35) No entertainment, musical rendition or exhibition shall be given in any park or recreation area (excluding any such event conducted for the primary purpose of First Amendment speech or assembly) and no electronic microphones or amplifying devices shall be used in connection therewith, except under the direction and authority of the parks and recreation department.

(36) Feed wild geese on public property when signage prohibiting such activity is posted on the property. Ref. Sec. 5-33 (4).

(37) Stand or sit on any structure not intended for such use in any park.

SECTION 6. CHAPTER 20, ARTICLE IV, SECTION 20-14 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 20-14. Huguenot Tennis Center (HTC) Jacksonville Beach Tennis Club (JBTC).

- (a) *Fees.* Charges for the use of the tennis courts at HTCJBTC shall be by resolution approved by the city council.
- (b) *Hours of operation.* Hours of operation shall be established by City Council based on the needs of the community and available funding. The courts are available for open play for three hours per weekday.
- (c) *Fiscal year holidays.* Hours of operation may be limited on the following holidays and shall be established by City Council based on the needs of the community and available funding:

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King Day

President's Day

Easter

Memorial Day

Juneteenth

(d) *Rules and regulations.*

- (1) HTCJBTC is a smoke-free facility. The use of cigars, cigarettes, vapor, or e-cigarettes in any form is prohibited at HTCJBTC, and within twenty-five (25) feet of the exterior fencing of the facility.
- (2) Proper tennis attire is required (shirts must be worn at all times).
- (3) Only flat-soled tennis specific shoes are allowed on the tennis courts. Cross trainers or other running shoes are not permitted for both safety and court maintenance and surface conditioning reasons.
- (4) No skateboards, scooters, bicycles, or skates are allowed on the courts or within the perimeter fencing.
- (5) No pets allowed on courts.
- (6) Guide or assistance dogs for the handicapped are the only animals that will be allowed inside the buildings.
- (7) No alcoholic beverages are allowed in any HTCJBTC area.
- (8) The use, sale, or possession of alcoholic beverages or controlled substances is prohibited. Being under the influence of said substances and refusal to leave the premises may result in suspension from the facility and/or prosecution.
- (9) Children must be supervised by parents at all times. Children under the age of twelve (12) are not permitted to remain courtside or in the lounge or lobby areas unless supervised by a parent or an adult guardian.
- (10) No hitting/throwing balls against walls in the facility or climbing on the furniture or fences.
- (11) Games and excessive horseplay are not allowed on the premises.
- (12) Profanity, loud noises, racquet throwing, abuse of city property, and similar aggressive behavior will not be tolerated. Failure to comply may result in suspension from the facility.
- (13) Announcements or flyers for bulletin boards must be submitted to and approved by the HTCJBTC facility manager.
- (14) City and HTCJBTC staff are not responsible for personal items left unattended, lost, or stolen.
- (15) No parking in handicapped designated spaces unless the vehicle is properly registered and displays a handicap permit.

- (16) Theft or vandalizing of city property or property belonging to a private party may result in criminal charges. Guests caught vandalizing property will forfeit their rights to the facility and will be prosecuted to the fullest extent of the law.
- (17) Use of verbal or physical threats toward HTCJBTC staff or other patrons or the use of offensive, obscene, or illegal conduct is prohibited. Violators will be asked to leave the facility. Depending on the severity of the behavior, individuals may be suspended from future use of the facility.
- (18) Dispose of gum properly by placing it in proper trash receptacles.
- (19) Place unwanted, used balls in the recycling containers provided.

(e) *Check-in procedures.*

- (1) All users must sign in at the clubhouse prior to entering a court for play at all times (individual play, private lessons, team practices, etc.).
- (2) All applicable fees must be paid prior to play. Only checks or cash are accepted.
- (3) Failure to comply with registration procedures and submission of payment may result in interruption of play and forfeiture of court until resolved.
- (4) Courts will be assigned by HTCJBTC staff.
- (5) Court time will be limited to one and a half hours for singles and two (2) hours for doubles. Anyone wishing to play longer may check in at the clubhouse and be added to the waiting list.
- (6) A minimum of two (2) courts will be available for walk-up play when all courts are playable. In the event there is a limited number of courts available due to maintenance, resurfacing, inclement weather, etc., at least two (2) courts of the playable courts will be designated for reservation or walk-up play.
- (7) Tournament and league matches take precedence over member and/or walk-up play if at any time all courts are needed for these events. HTCJBTC reservation policy is subject to court availability. Court reservations can be made by calling HTCJBTC.
- (8) Individuals and instructors may make a reservation for one (1) court up to seven (7) days in advance.
- (9) Teams may make a reservation for two (2) courts up to seven (7) days in advance.
- (10) Reserved courts that have not been claimed and paid for ten (10) minutes after the scheduled time will be released to waiting parties.
- (11) Prompt notification of reservation cancellation should be made to HTCJBTC staff.

(f) *Waiting list.*

- (1) When all walk-up courts have been issued, a waiting list will be started. The list will be in order of arrival.

- (2) One (1) person is not allowed to be on the waiting list for two (2) courts. If two (2) courts are needed, two (2) individuals should sign up on the waiting list. There is no guarantee that the courts will be close to each other.

(g) *Court use.*

- (1) Please be quiet when walking or waiting behind courts.
- (2) When claiming a court, wait until the exiting players have finished a point or rally before entering.
- (3) As a courtesy to players with a reservation following yours, please be ready to exit a court at the exact end of your reserved time.
- (4) Do not enter adjacent courts (when in use) to retrieve stray balls. Wait until your neighboring players have finished a point, and then ask them to return your ball.
- (5) After play, the court must be cleared of trash, properly groomed with the brushes provided, the lines swept, and equipment returned to the designated area.

(h) *Weather procedures.*

- (1) Play will be halted on courts when HTCJBTC staff determines the courts are unplayable and HTCJBTC staff will determine when courts will be playable again.
- (2) If the temperature is one hundred (100) degrees; or above, or the heat index is one hundred six (106) degrees or higher, or thirty-two (32) degrees or below, any player may halt play. If lightning/thunder is detected, it is the players' responsibility to halt play and seek safe shelter.

(i) *USTA League team practices.* In the event the majority of the courts are unplayable, team practices will be cancelled. If enough courts are playable for each team to receive one (1) court, then team practices will be held with each team receiving one (1) court.

(j) *USTA League matches.* All league matches are assigned courts at least one (1) day prior to the match. Matches scheduled on courts that are playable will go on as scheduled. Matches scheduled on courts that are unplayable will be cancelled and will be rescheduled. In the event a match is scheduled on a bank of courts where only a portion of those courts are playable, the matches should go on as scheduled on the playable courts and the unplayable courts should be rescheduled.

(k) *Reservations and individual play.*

- (1) In case of inclement weather, all reservations are subject to court availability.
- (2) If courts are limited due to weather, all individual reservations will be cancelled.
- (3) Players may contact HTCJBTC at 904-247-6221 to find out if courts are available for walk-up play.

(l) *Rescheduled matches.*

- (1) Captains of cancelled matches should use their assigned practice night and courts to make up the matches. HTCJBTC staff will not schedule make up matches on other teams' practice courts.
- (2) Rescheduled matches played on team practice courts will not be interrupted, and shall be played until completion.
- (3) Rescheduled matches should not be scheduled later than one and a half (1.5) hours before closing. (e.g., no matches scheduled after 7:30 p.m. when facility closes at 9:00 p.m.)
- (4) Subject to court availability, teams utilizing their allotted two (2) courts for make-up matches may also reserve up to two (2) additional courts on the same scheduled team practice night.

(m) Host policies and procedures.

- (1) A full-time HTCJBTC staff person must be on site during the event.
- (2) Facility should be adequately staffed based on event size and need.
- (3) All HTCJBTC staff should be knowledgeable of all policies, procedures, maintenance, and equipment use.

SECTION 7. CHAPTER 20, ARTICLE IV OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED BY ADDING A SECTION TO BE NUMBERED 20-19, WHICH SAID SECTION SHALL READ AS FOLLOWS:

Sec. 20-19. - Advertising, Publicity and Signs.

- (a) No person shall distribute, display, or affix any printed materials or advertisements to or within any park property or advertise or obtain publicity through any means whatsoever within or upon any park property other than as specifically set forth in this section.
- (b) The following forms of advertising and publicity are permitted within the parks:
 - (1) Printed materials or advertisements permanently affixed on vehicles or on clothing;
 - (2) Distribution of printed handbills or leaflets, the purpose of which is not solely commercial;
 - (3) Announcements of City or Department sponsored or sanctioned events;
 - (4) Authorized signs located entirely within concession structures; and
- (c) All City publicity and signs must adhere to the Department's Communication Plan.
- (d) No person shall park or station on any park property any vehicle displaying a sign or notice with the intent of offering said vehicle for sale or exchange.

SECTION 8. CONFLICTING ORDINANCES AND ACTS. All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 9. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 10. 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 11. CODIFICATION. The City Council intends that this Ordinance will be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

SECTION 12. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney

CITY COUNCIL BRIEFING TOPIC	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	November 10, 2025
SUBJECT:	Purchasing Ordinance and Manual Update Project

BACKGROUND

At the Briefing held on September 8, 2025, staff and Council discussed the status of the strategic plan project to update the purchasing ordinance and manual. Responses to the feedback provided at the briefing are below.

Council Feedback	Staff Response
Will the inspection and testing responsibilities in Section XIV of the current manual be incorporated into the new Manual?	Yes. See 2.02 D.5 (City department purchasing responsibilities); 8.07 A.3 (City department purchasing card responsibilities); 9.05 (storeroom receipt of materials).
Is there an opportunity to reduce or eliminate the use of petty cash?	After internal review, Finance believes there is value in keeping petty cash accounts at both City Hall and Police for instances when the reimbursement amount is less than the cost of producing a check. The combined total petty cash amount has been reduced from \$2,500 to \$1,450 based on the internal review.
What can be done to promote competition and address single responses to bids?	Chapter 1 (Policy Overview) and Chapter 2 (Duties and Responsibilities) are intended to clearly communicate the importance of fair and open competition to acquire quality goods and services at fair prices while maintaining public trust. Staff have a fiduciary duty to the taxpayers and rate payers. 4.03 F gives specific guidance for circumstances when less than two responsive bids are received.
Provide some clarifying language on renewals and durations.	Contract time periods should vary because they are tailored to the specific needs of each project or program objective. Staff recommends setting the terms within each solicitation versus the Manual to provide enough flexibility to obtain the best solution at the most favorable cost. 4.08 provides guidance on when and how to exercise renewals and extensions.



If Council is in agreement with the policy changes and draft Procurement Manual, the ordinance and resolution will be added to the December regular meeting agendas for formal adoption.

FINANCIAL IMPACT

None.

COUNCIL DIRECTION REQUESTED

Does the Council concur with the policy changes and draft Procurement Manual?

ATTACHMENTS

1. Procurement Manual Comparison CCB 2025-11-10
2. Draft Procurement Manual 2025-11-3

PROCUREMENT MANUAL COMPARISON BY CHAPTER

November 10, 2025 - Council Briefing

PROPOSED NEW MANUAL	SUBSTANTIVE CHANGES	CURRENT MANUAL
Title: Procurement Manual	Change name from purchasing to procurement to reflect broader scope of sourcing goods and services, including supplier selection and relationship management.	Title: Purchasing Manual
Ch 1. Policy Overview	Consolidates purpose, scope, and standards of conduct into one chapter.	Sections: IV, V, VI
Ch 2. Duties and Responsibilities in the Procurement Process	Adds clarifying language for all roles in procurement process.	Section: II
Ch 3. Vendor Relationships	Expands on vendor standards of conduct and adds guidance on payment disputes.	Section: III
Ch 4. Procurement Process	Increases bid thresholds and add detail to different procurement options. <u>Proposed Threshold:</u> 1 Quote: \$0-\$2,500 2 Quotes: \$2,501-\$10,000 3 Quotes: \$10,001-\$50,000 Formal Bid: + \$50,000	Sections: VII, VIII, XII <u>Current Threshold:</u> 1 Quote: \$0-\$500 2 Quotes: \$501-\$2,500 3 Quotes: \$2,501-\$25,000 Formal Bid: + \$25,000
Ch 5. Construction and Professional Services	Chapter added to provide guidance on State Statutes regarding construction.	NEW
Ch 6. Emergency Purchases	Add clarifying language and aligns with State Statutes and FEMA grant requirements.	Section: XI
Ch 7. Public Private Partnerships	Chapter added to reflect strategic plan goals and comply with State Statutes.	NEW
Ch 8. Purchasing Card Program	Increase monthly limits <u>Proposed Limits:</u> Single purchase: \$2,000 Monthly Limit: \$5,000	Section: XVII <u>Current Limits:</u> Single purchase: \$1,000 Monthly Limit: \$2,500
Ch 9. Storeroom	Adds process for changes to stock items; codifies stock rotation methodology as <i>first-in-first-out</i> .	Section: XIII
Ch 10. Surplus Property	Adds clarifying language and process for electronic equipment disposal; adds guidance on grant funded property; add surplus procedure. Codifies Ord. No. 2020-8160.	Section: XV
Ch 11. Petty Cash	Add policy on changes to petty cash accounts to incorporate current practice.	Section: IX
Ch 12. Food and Beverage	Codifies internal policy.	NEW
Ch 13. Solicitation Protests	Adds informal hearing step before protest is brought before Council.	Section: XII
Ch 14. Suspension and Debarment	Added to comply with Federal grant requirements.	NEW
Ch 15. Glossary and Definitions	Added for ease of use.	NEW

THE CITY OF JACKSONVILLE BEACH PROCUREMENT MANUAL

DRAFT 11/3/2025

Adopted: TBD

Resolution Number: 2202-2025



11 North Third Street
Jacksonville Beach, Florida
www.jacksonvillebeach.org



Vision Statement:

A vibrant coastal community that embraces “the beach life.”

Mission Statement:

Responsive government focused on safety, service, and sustainability

The City’s **EPIC Team** of employees fulfills our mission through personal and organizational commitment to the following Core Values:

Empowerment. Enabling employees to achieve work-life balance and professional growth and success

Pride. A small coastal city dedicated to displaying a big heart through our commitment to the community

Integrity. We hold ourselves, individual and collectively, accountable to our community and our organization

Communication. Open and honest dialogue with our community and throughout our organization

Teamwork. Working together with our community to achieve common organizational goals

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CHAPTER 1. POLICY OVERVIEW

1.01 PURPOSE

The purpose of the Procurement Manual is to ensure that public funds are spent responsibly to acquire high quality goods and services at fair, competitive prices while maintaining public trust. This manual provides uniform purchasing guidelines for all City departments, safeguards the integrity of the procurement process, and ensures fair and equitable treatment for all participants. The Manual outlines the rules, documentation, and approvals required for City purchases. It is not intended to provide the Procurement Division's internal procedures. However, it is intended to provide sufficient guidance to enable City departments, other governmental entities, and the vendor community to:

1. Be fully aware of, and comply with City purchasing policies, and
2. Effectively participate in the City's purchasing process

1.02 SCOPE

The manual applies to all City Departments, Employees, and Boards. This Manual replaces all previous purchasing manuals. Any purchasing issues that may arise that are not covered in this manual will be addressed by the Property and Procurement Officer, considering all applicable federal and Florida State Statutes, laws, rules and regulations, the City Charter, City Code of Ordinances (the "City Code"), and administrative policies and procedures.

1.03 GOVERNANCE

Any change to this Manual requires the approval of the City Council.

1.04 MANAGEMENT RIGHTS

The Property and Procurement Division retains the sole authority to exercise all managerial functions, and to develop the City's procurement procedures, in accordance with applicable laws and regulations.

1.05 STANDARDS OF CONDUCT

City employees engaged in the procurement process are required to maintain complete independence and impartiality in dealing with vendors, both in fact and in appearance, to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically.

Chapter 112.313, Florida Statutes as applicable and amended, provide standards of conduct for public officers, employees of agencies, and local government attorneys. The City requires strict adherence to the standards of conduct, including and not limited to:

- Solicitation or acceptance of gifts
- Doing business with one's agency
- Unauthorized compensation
- Misuse of public position
- Conflicting employment or contractual relationship

Chapter 838, Florida Statutes as applicable and amended, provide standards for public servants against bribery and misuse of public office. The City requires strict adherence to the standards of conduct, including and not limited to:

- Bribery
- Unlawful compensation or reward for official behavior
- Official misconduct
- Commercial bribe receiving
- Commercial bribery offering
- Bid tampering

1.06 ETHICS

City employees shall remain committed to upholding the highest standards of ethical conduct, as defined in the City's Personnel Policies. Ethics are further clarified in this manual for procurement activities. When evaluating whether a particular action is proper or improper, the employee should consider how the public perceives or might perceive the action.

- A. Fair and Equitable Treatment. Decisions and transactions by City employees shall be fair and equitable in all respects. Actions that create any perception that City employees could exert improper influence on behalf of vendors shall be avoided.
- B. Representation. City employees shall not misrepresent business information, themselves (including their level of authority) or the City, to anyone.
- C. Confidential Information. City employees shall not misuse or disclose confidential or proprietary information received from vendors for personal gain or to prejudice fair competition.

1.07 LOBBYING BLACKOUT / CONE OF SILENCE / ANTI-LOBBYING PERIOD

To ensure fair consideration for all proposals and bids, the City strictly prohibits any communication (written or verbal, or through a third party) relative to any solicitation or procurement action, except inquiries directly made to the Property and Procurement Officer. This prohibition begins upon the issuance of solicitation and concludes at the meeting at which the City Council is presented with the award(s) for approval or a request to provide authorization to

negotiate a contract. This period may be referred to as the anti-lobbying period, lobbying blackout, or the cone of silence.

If the City Council does not Approve/Disapprove a submitted item or refers a proposal or bid back to the City Manager or the Property and Procurement Division for further review, the Lobbying Blackout Period shall be reinstated until such time as the City Council meets again to consider the item for action.

For all informal solicitations or quote processes, respondent communication is limited to the Department Purchasing Coordinator, as well as the Property and Procurement Department, and the Property and Procurement Officer.

Any prohibited communications initiated by a bidder, or a third party on behalf of the bidder, shall disqualify the offending bidder from consideration for award of the solicitation. The offending bidder may also be debarred up to three (3) years from doing any business with the City of Jacksonville Beach as per Chapter 13 of this Policy.

1.08 RELATIONS WITH VENDORS AND VENDORS' REPRESENTATIVES

No member of the Property and Procurement staff, employee, board member, official or committee member or any City representative may express a preference for any product or service or provide information on performance or price that could give one vendor an advantage over another. All formal communication with suppliers during a solicitation shall adhere to the anti-lobbying provisions outlined in the Manual.

1.09 UNAUTHORIZED / IMPROPER PURCHASES

City officers and employees are prohibited from making purchases or contracts that violate the provisions of the Procurement Manual. Any purchase order or contract made in violation of the Manual shall be deemed null and void unless ratified by the appropriate awarding authority.

If a violation occurs, the issuing department shall disclose the violation to the Property and Procurement Officer and Chief Financial Officer through a memo or letter signed by the Department Director. The document shall include:

1. A brief explanation of the circumstances leading to the improper purchase; and
2. Corrective action taken or planned to prevent future violations; and
3. Recommendations regarding payment for the improperly purchased goods or services.

The Chief Financial Officer will recommend disciplinary action, up to and including termination to the Human Resources Director and Department Director. Recommendations will depend on the circumstances, including whether the unauthorized or improper purchase was disclosed voluntarily or involuntarily.

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CHAPTER 2. DUTIES AND RESPONSIBILITIES IN THE PROCUREMENT PROCESS**2.01 OVERVIEW**

All City departments, agencies, boards, committees, and their employees or members have a fiduciary duty to the City and shall place the public's interest before their personal interests (whether direct or indirect) and shall comply with this Manual's procedures and rules during the procurement of goods and services for City use.

The City operates a decentralized purchasing function where each department makes purchases in accordance with the purchasing ordinance and this Manual. The Finance Department serves as the purchasing gateway to assist departments and provide technical expertise in purchasing procedures for overall accounting, budgeting, and internal control while also coordinating purchases that occur by multiple departments insofar as practical.

2.02 ROLES AND RESPONSIBILITIES**A. City Council**

1. Policy. City Council provides overall policy direction related to procurement activities.
2. Contract Award Authority. City Council retains the authority to award all City contracts, whether for commodities, services, or construction, except as otherwise provided in this Manual.
3. Contract Execution. In accordance with the City Charter, the Mayor and the City Manager shall execute all City contracts approved by City Council.
4. Waiver of Procurement Procedures. The City Council may waive formal procurement procedures outlined in this Manual for the procurement of specific goods, materials, equipment, or services if the City Council determines such a waiver to be in the best interest of the City, except when prohibited by law.

B. City Manager

1. Authority to Approve, and Execute Agreements. The City Manager shall have the authority to approve, and execute agreements with a total compensation amount not exceeding \$50,000 and with a maximum term of one year.
2. Extensions and Renewals. The City Manager shall have the authority to approve extensions or renewals of a previously awarded contract provided the monetary obligation for the extension or renewal has been approved by Council.
3. Amendments and Change Orders. The City Manager shall have the authority to approve amendments and change orders provided the monetary obligation does not exceed the original obligation plus approved contingency or \$50,000.

C. Property and Procurement Division

1. Develop procedures to purchase materials, supplies, equipment, software and services required by the City.
2. Collaborate City wide to standardize competitive procurement, where possible.
3. Promote and maintain goodwill between the City and its vendors, suppliers and contractors.
4. Encourage full and open competition wherever possible, assumes fair and equitable business dealings with all vendors and contractors, and provides equal opportunity to quote and compete in public bidding.
5. Ensure purchases are made in compliance with the applicable statutes, rules, regulations and policies.
6. Provide training to City personnel on purchasing policies and procedures.
7. Manage the City storeroom operations, inventory, and process the disposal of City property.
8. Manage the City BID/RFP/RFQ process.

D. City Departments

1. Provide as much notice as possible of upcoming procurement requirements to the Property and Procurement Division.
2. Ensure that a proper purchasing pathway is used for all purchase transactions.
3. Ensure that proper spending approval is received according to purchasing thresholds.
4. Ensure adequate funding sources are in place before making purchases.
5. Inspect and test goods received to ensure the correct quality and quantity before approving payment to vendors.
6. Ensure that goods and services are invoiced accurately and in accordance with the purchase order and/or contract with vendors.
7. Document single source purchases using the City's Single Source Justification Form and attaching any documents from the manufacturer/vendor that confirm/support the proprietary nature of the goods or services. Also include any documents from the Administration that confirm/support City standardization.

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CHAPTER 3. VENDOR RELATIONSHIPS

3.01 VENDOR RELATIONS

Clear guidelines for interactions with vendors ensure ethical, efficient, and mutually beneficial relationships.

- A. **Vendor Selection.** Vendors shall be selected based on their ability to meet the City's needs in terms of quality, price, reliability, compliance with legal and ethical standards, and their alignment with the City's values.
- B. **Collaboration.** All communications with vendors shall be open, honest, and documented where appropriate. The City shall have the authority to conduct periodic performance reviews with vendors to assess:
 - 1. Quality of goods or services.
 - 2. Adherence to contractual terms.
 - 3. Opportunities for process improvements or innovation.
- C. **Ethical Standards.** Vendors are prohibited from offering gifts, entertainment, or other favors to employees that could influence business decisions. Vendors are expected to adhere to:
 - 1. Compliance with all Federal, State, and Local laws and regulations.
 - 2. Prohibition of child or forced labor.
 - 3. Non-discrimination in employment practices.
 - 4. Non-collusion.
- D. **Compliance and Monitoring.** The City always reserves the right to audit vendor performance and compliance with contractual and regulatory obligations. Employees and vendors are encouraged to report any suspected violations of this policy to the Property and Procurement Officer. Reports may be made anonymously. Failure to adhere to this policy may result in corrective actions, including termination of the vendor relationship and potential legal action.

3.02 DISPUTES AND PROTESTS

- A. **Right to Audit.** Any Right to Audit clause contained within a fully executed contract supersedes this section.

The City always reserves the right to audit a vendor's or contractor's records to ensure compliance with contracts and verify the performance and cost. Audits may be conducted by the City or its representatives during normal business hours with at least five days' written notice.

1. Scope and Methodology. The audit shall cover pricing, quality control, delivery timelines, and regulatory compliance using the industry's best practices and any relevant standards.
2. Access and Documentation. Upon request, the contractor shall provide the City or its authorized representatives with access to all relevant records and documents necessary for the audit. The City always reserves the right to determine what documents are necessary for its audit; however, necessary documents for any audit shall always include, but not be limited to, invoices, contracts, subcontracts, payments, and quality control records.
3. Confidentiality. Both parties agree to maintain the confidentiality of any proprietary, sensitive, or confidential information disclosed during the audit. All audit-related findings and communications shall be treated as confidential, unless otherwise required by law or regulatory authorities.
4. Reporting and Remediation. Following the audit, the City will provide the vendor with a written report detailing the findings of its audit, including any identified discrepancies, non-compliance issues, or areas for improvement, if any. The vendor agrees to promptly address and rectify any deficiencies or discrepancies identified during the audit. In the event of non-compliance, the parties shall work together to develop and implement a corrective action plan.
5. Costs. The City shall bear all costs associated with the audit, including any expenses incurred by the City's representatives during the audit process, pending the outcome of the audit. If a material defect is noted, the costs will be passed to the Vendor.
6. Dispute Resolution. Any disputes arising from the audit findings shall be resolved in accordance with the protest resolution provisions set forth in this section.
7. Frequency. Audits shall be conducted during any contract term and upon reasonable request by either party.

3.03 PAYMENTS TO VENDORS

- A. Local Government Prompt Pay Act. The City follows 218.70-218.80, Florida Statutes, amended, titled "Local Government Prompt Payment Act".
- B. Timely Payments. Timely payment refers to the due date for payment from a local government entity for as provided in F.S. 218.74 and F.S. 218.76. The payment is calculated from the date on which a proper invoice is received and approved through the City proper approval chain; or, if a proper invoice is not received, then the date on which any of the following occurs:
 - Delivery of personal property is accepted by the local governmental entity
 - Services are completed
 - The rental period begins; or
 - The City and vendor agree in a contract that provides dates related to payment periods

If the payment request or invoice is not rejected within (10) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

- C. Invoice Requirements. An invoice provides evidence of the purchase of goods and services and should include adequate detail to meet audit objectives.

1. Invoices Should Contain:

- a. Purchase order number
- b. Date of order
- c. Date of delivery (or attached packing slip)
- d. Terms of payment
- e. Itemized list of materials or services rendered
- f. Delivery destination
- g. Quantities, prices, (both unit and total), terms and any other charges contained in the purchase order
- h. Delivery, freight charges, cartage and demurrage charges should be listed separately from the materials and supplies.

1. Invoice Submission. All invoices are to be charged to the City of Jacksonville Beach or Beaches Energy Services. The Department Purchasing Coordinator shall match the purchase order with the packing slip or online receipt and complete the receiving steps rendering the invoice ready for approval workflow. If the invoice is erroneously received by the department, the original invoice must be forwarded to the Finance Department after following the proper steps above.
2. Invoice Approval. Once properly received and reconciled, the Department Director or Purchasing Coordinator shall approve each invoice, through the approval workflow.
3. Payment Issuance. The Finance Department issues payments according to established procedures.
4. Exceptions. The Chief Financial Officer or designee has the authority to grant exceptions to the invoice documentation requirements if it is in the best interest of the City to do so.
5. Two Party Invoices Prohibited. The City does not accept two party invoices.

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CHAPTER 4. PROCUREMENT PROCESS

4.01 PROCUREMENT QUICK REFERENCE GUIDE

PROCUREMENT METHOD	ACCUMULATED SPENDING THRESHOLD	PATHWAY	PROCESS
Informal <i>(below bid threshold)</i>	Up to \$2,500	Quote(s)	1 written quote, obtained by the department
	Up to \$10,000		2 written quotes, obtained by the department
	Up to \$50,000		3 written quotes, obtained by the department
Formal <i>(above bid threshold)</i>	Over \$50,000	Bid, RFQ, RFP	Formal solicitation with specifications from the department; overseen by Procurement Division; requires City Council approval
Piggyback or Cooperative Purchasing	Any Amount	Solicitation from other governmental entity	Requires Dept. Director attestation of scope, terms, and conditions
Single Source	Up to \$50,000	City Manager approval	Must be reviewed annually by Department Director.
	Over \$50,000	City Council declaration	

4.02 INFORMAL PROCUREMENT

A simple, less formal way to buy goods and services routinely used when the cost of a purchase is below the \$50,000 threshold and occasionally when emergency situations or exceptions to the normal process are present.

- A. Purchase Cost. The purchase cost used to determine the number of quotes shall be defined as the total cost of a cohesive procurement need, not individual transactions.

- B. **Thresholds.** When the cumulative purchases from the same supplier for the same commodity exceeds \$50,000, a formal competitive process followed by City Council approval is required.

4.03 FORMAL PROCUREMENT

A structured procurement process where written solicitation requests, proposals, qualifications or bids for a specific product or service, with clear and defined criteria for evaluation, aiming to select the best offer based on price and quality in a transparent and fair manner; essentially, a formal method of choosing a supplier by inviting multiple competitive bids and selecting the most advantageous one based on established guidelines.

- A. **Prequalification.** The City may pre-qualify vendors for on-going services. The City shall then limit its acceptance of bids or responses from those vendors or contractors deemed qualified during the pre-qualification process. Only the short-listed respondents deemed to be qualified will be afforded an opportunity to submit a proposal in response to an RFP or BID.
- B. **Invitation to Bid (BID).** A competitive process for purchases with a cost greater than \$50,000 where the product or service is specified. Invitations to Bid are used when the City can clearly define the scope of work or exact specifications. Sealed responses are collected and opened publicly as advertised.
- C. **Request for Qualification (RFQ).** RFQ is a competitive process used when inviting suppliers to submit their technical qualifications to complete a project generally used when price is not the main decision factor, or when multiple suppliers can provide the services. The RFQ shall include:
 - 1. Scope requirements.
 - 2. Qualifications-based evaluation criteria including, without limitation, experience and competence in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, financial responsibility, past record of professional accomplishments, past record of performance.
 - 3. Other requirements considered to be important in the process of evaluating respondents.
- D. **Request for Proposals (RFP).** A competitive process for purchases with a cost greater than \$50,000 where qualitative factors are the primary consideration beyond price. The RFP includes specifications, contract terms, and award criteria which should include but not be limited to price. Sealed responses are collected and opened publicly as advertised.

E. Evaluation Process.

1. **BID Evaluations.** The City reserves the right to accept or reject any bid at any time during the procurement process. The factors considered in determining if a bidder is responsible shall include, but not be limited to, financial stability, qualifications and licenses, integrity, equipment, personnel, prior documented performance, prior customer service to the City, prior contract compliance, and prior or pending litigation.
2. **RFP/RFQ Evaluations.** Evaluation criteria shall be stated in the Request for Proposals (RFP) or Qualifications (RFQ) along with their relative importance by a weighted numerical value for scoring. The City reserves the right to accept or reject any proposal at any time during the procurement process. The factors considered in determining if a bidder is responsible shall include, but not be limited to, financial stability, qualifications and licenses, integrity, equipment, personnel, prior documented performance, prior customer service to the City, prior contract compliance, and prior or pending litigation.
3. **RFP/RFQ Evaluation Committee.** An Evaluation Committee is a team assembled in accordance with Florida Statutes to review the submitted proposals for compliance with the specifications; along with scoring and ranking them; and making recommendations for award. The Department Director or designee determines who serves on an Evaluation Committee, giving preference to those with technical knowledge of the specific procurement. Technical advisors may also be appointed to the committees; however, they will have no voting rights.
4. **RFP/RFQ Evaluation Committee Rights and Conflict of Interest.** No person shall serve on an Evaluation Committee if he or she has a conflict of interest with respect to the individual or business being evaluated.

- F. **Less than Two Responsive Bids or Proposals.** When only one, or no, response is received to a competitive solicitation, the City may review the solicitation to determine if a second call for competitive solicitation is in the best interest of the City. If it is determined that a second call would not serve a useful purpose, the City may negotiate the best terms and conditions with the sole respondent. If no bids are received, the City Council may approve a vendor quote for the same specifications listed in the competitive solicitation.

4.04 PIGGYBACK AND COOPERATIVE PROCUREMENT

Piggybacking is the utilization of a competitive solicitation process completed by another local or state government, or a cooperative purchasing authority. The intent and scope of the work requested shall mirror the original contract. The City cannot piggyback if modifications are required to any part of the award. Consult with the Property and Procurement Officer to determine if piggybacking on a service contract is acceptable.

Cooperative purchasing occurs when two or more entities consolidate their buying for volume pricing and administrative savings. Cooperative purchasing efforts may result in contracts that other entities may “piggyback” (e.g., Florida Sheriff’s Association Cooperative Purchasing, Sourcewell, FMPA, AURSI).

- A. Pricing and terms. When using another governmental agency or cooperative entity’s contract, the vendor agrees to extend the same pricing, terms, and conditions as stated in the initial awarded contract to each and every political entity, special district, and related non-profit entity. It is understood that the requested entity shall make purchases in their own name, make direct payment, and be liable directly to the vendor.
- B. Department Review. The Department Director shall attest that the item or service sought is directly related to the original contract and that the City is able to comply with all terms and conditions. Each deliverable shall be directly related to the original scope of work. The Department shall submit the following documentation for piggybacking and cooperative purchasing:
 1. Completed Piggyback Request form (located in forms library)
 2. Bid document and tabulation sheet (showing multiple bids) from the awarding agency
 3. Award decision by original governing agency

4.05 SINGLE SOURCE

The City attempts to purchase non-proprietary goods and services when possible. Sometimes, however, single source procurement may be justified when only one vendor, product, or brand can supply the required goods or services due to proprietary technology, compatibility with existing systems, equipment standardization, or other restrictions that make competitive bidding impractical or impossible. The use of single source must be both economically and operationally in the City’s best interests.

- A. Single source purchases are categorized as follows:

Category	Criteria
Authorized Service Provider	A specific service provider is required by previous contract; has geographic exclusivity; or has a license, patent, or warranty for the product or service.
Compatibility	The commodity, service, or replacement part must match the existing brand or configuration of equipment for compatibility or warranty purposes and is available from only one supplier.
Standardization	The City is standardizing equipment around one supplier for compatibility of ancillary equipment or controls, warehousing, and employee training/familiarity.

Unique	The commodity or service must meet physical design or quality standards and is available from only one supplier. Or, used goods for items needed which become immediately available.
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B. Request Process. A Department may request that goods or services be considered a single source after investigating and documenting the findings on a Single Source Justification Form. Section 838.22(2), Florida Statutes, specifically identifies the intent to circumvent the competitive procurement process through single source as a crime, so detailed research on the part of the individuals involved in the purchase is essential. It is the responsibility of the Department Director to ensure that a thorough investigation is performed before submitting the single source request to the Property and Procurement Division.

1. The Single Source Justification Form should include the following information:
 - i. Description of goods or services
 - ii. Vendor details
 - iii. Estimated cost (one time and any additional costs in the fiscal year)
 - iv. Justification of why the vendor is the only source from which to obtain the product or service
 - v. Efforts taken to identify other vendors
 - vi. Standardization documentation (if relevant)
 - vii. Letter from the vendor certifying that they are the single provider of the product or service

C. Approval Process. Single source procurement approval requirements, in any given fiscal year, are as follows: (multiple years if for standardization or overall compatibility; each time if compatible by

Single Source Approval Required: Scenario:	Department Director	Property and Procurement Division	City Manager	City Council
Any purchase applying single source criteria, exceeding \$50,000, not previously approved by Council	Yes	Yes	Yes	Yes
Subsequent purchase of Council designated single source exceeding \$50,000	Yes	Yes	Yes	No
Initial AND/OR subsequent purchase costing less than \$50,000 from a single source	Yes	Yes	No	No

D. Annual Review. The department must review single source determinations annually. Single Source Justification Forms must be updated before any subsequent annual purchases are made to ensure that this procurement pathway remains in the best interest of the City

4.06 EXCEPTIONS

There are some circumstances when the informal or formal procurement process does not apply.

- A. **Exempt Items.** F.S. 287.057(3)(e) provides a list of contractual services and commodities that are not subject to the competitive solicitation requirements.
- B. **Utility Purchases.** Utility purchases, including the purchase of generated electricity from the Florida Municipal Power Agency (FMPA), are exempt from the solicitation process.
- C. **Security Technology.** Purchases of security-related systems, such as network infrastructure, alarms, and other peripherals, which reveal configurations or methodology supporting the security of City infrastructure are exempt from competitive solicitation. The IS Department will quote or benchmark these goods and services periodically or when requested to ensure the best value. Non-disclosure agreements are required by all vendors providing equipment or services in support of City-wide security.
- D. **Integration Software.** Purchases of software that provides integration between previously established technology systems are exempt from competitive solicitation. The IS Department will quote or benchmark these goods and services periodically or when requested to ensure the best value.
- E. **Temporary Labor.** If a State contract vendor cannot produce a suitable candidate for a temporary labor position, the City may engage temporary labor without a competitive process.
 - i. Limited geographic availability or exclusive authorized resellers.
 - ii. Maintenance and repair of standardized or proprietary equipment.
 - iii. Technology standardization (e.g., printers, cell phones, software, hardware).
 - iv. Inventory and cost control through use of uniform supplies.
 - v. Services from a uniquely qualified professional or expert.
- F. **Emergency.** See Chapter 6 of this Manual.

4.07 PURCHASE ORDERS

- A. **Requisition.** Each purchase requisition requires supporting documentation. This includes, but is not limited to the following items:
 - 1. **Quotes:** Quotes must include line-item detail and match the requisition.
 - 2. The purchase pathway (e.g., RFP, Piggyback, Single Source) and contract.
 - 3. Spending authorization (GL expense account, CIP, Council award).

4. Blanket PO: Projected fiscal year total cost for the product and/or service.

- B. Approval workflow. Requisitions are entered into the City's business software system and released into predetermined workflow, to reach the conversion into a purchase order. The requisition approval process is as follows:



- C. Blanket Purchase Orders. Blanket purchase orders shall be used for recurring known charges (e.g., janitorial contract), and monthly budgeted costs by vendor (e.g., Office Depot, Verizon). A blanket purchase order may not extend beyond the end of the fiscal year in which it was created.
- D. Canceled Purchase Orders. If a purchase order needs to be canceled, it is the responsibility of the ordering department to notify both the Property and Procurement Division, and the supplier of the order cancelation.
- E. Improper Purchase Orders. Any deliberate attempts to split orders or payment transactions, where the purpose is to keep the total cost of each order below bid or other procurement threshold limit, is prohibited and may result in disciplinary action up to and including termination. Additionally, failure to combine orders when practical for the best interest of the City to circumvent limitations is prohibited. If a transaction needs to be split or combined to facilitate a more efficient process, prior authorization is required by the Property and Procurement Officer or designee.

4.07 CHANGE ORDERS

The Department shall negotiate amendments and change orders to a purchase order on behalf of the City and provide supporting documentation for the approval process. The change order approval workflow is as follows:

Approval Required: Scenario:	Department Director	Property and Procurement Division	Finance Department	City Manager	City Council
Change order does not cause the revised purchase order amount to exceed \$50,000	Yes	Yes	Yes	No	No
Change order to blanket purchase order	Yes	Yes	Yes	No	No
Change order exceeding \$50,000 utilizing awarded contingency	Yes	Yes	Yes	Yes	No
Change order that exceeds bid threshold for goods or services that have not been competitively awarded	Yes	Yes	Yes	Yes	Yes

Change order that exceeds awarded contingency amount	Yes	Yes	Yes	Yes	Yes
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4.08 RENEWALS AND EXTENSIONS

Contracts shall only be extended and/or renewed according to the term and renewal options specified in the Bid documents. If a current contract is about to expire with no remaining renewal options and the replacement bid or proposal is still in the process of being awarded jeopardizing a lapse in service, the contract may be extended by the contract parties pursuant to the 'Extension of Contract' terms, if any, permitted in the solicitation documents for no more than 180 days to facilitate award of the replacement contract. Department Directors should make this request prior to contract expiration. Each request will be reviewed by the Property and Procurement Officer.

If a contract has expired, the Department may request to exercise a renewal provision and ratify the contract back to the expiration date provided:

1. The contract contains a renewal provision that was not exercised;
2. The renewed contract is subject to remaining terms and conditions set forth in the initial contract;
3. The contract expiration has not exceeded 30 calendar days;

Contract renewal options must include the escalation methodology, or the price for each renewal year and evaluations must consider the total estimated cost for all years, including renewals.

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CHAPTER 5. CONSTRUCTION AND PROFESSIONAL SERVICES

Construction projects are often one of the highest risk procurements the City undertakes. To ensure high quality projects at the best value, there are a variety of procurement approaches available, along with associated standard contract documents.

5.01 CONSTRUCTION PROJECTS

Public projects refer to construction, alteration, demolition, installation, or repair work done under contract and paid by public funds. Public works projects do not include those done by a public agency with its own employees which is referred to as a "Force Account".

A. Advertising and Solicitation

All solicitations shall conform with Subsection 255.0525(2), Florida Statutes. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 business days prior to the established bid opening and at least 5 business days prior to any scheduled Prebid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established solicitation opening and at least 5 days prior to any scheduled Prebid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the local governmental entity in any manner that is reasonable under the emergency circumstances.

If the location, date, or time of the solicitation opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.

A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.

5.02 DELIVERY METHODS.

Choosing the appropriate project delivery method and corresponding procurement strategy can set the stage for project success or failure. Therefore, procurement plays a key role in successful construction project delivery.

A. Design/Bid/Build.

Design-Bid-Build represents the traditional approach to construction projects. This process works well for thoroughly designed projects with minimal complexity.

During the Design-Bid-Build process, an RFQ is issued for design. The City and the selected architect/engineer then work together to design the project. That design package is publicly advertised, inviting bids from any interested responsible contractor. The construction bid and contract are awarded to the lowest responsive and responsible bidder. This approach is favored by both the contracting and the design communities, because it allows open competition which should result in the best price. If there are critical timeframes, the project is complex with a variety of unknown risks or variables, an alternative approach may be utilized.

B. Design-Build.

The Design-Build method is intended to reduce the lengthy timeline and change orders that often accompanies the Design-Bid-Build delivery method. It achieves this result by replacing the designer and the contractor with a single entity who fills both roles, called a design-builder. The design builder, who is usually an architect, engineer and contractor, serves as the City's single contact for the entirety of the project.

This allows for efficient communication, but it also means that the design-builder is singularly accountable for the outcome of the entire project. The Design-Build process begins with the City drafting a design criteria package and asking for project proposals from various design-builders. The City will typically select the proposal that meets the design criteria package and provides the best value for the project without sacrificing design elements. After the City has chosen a specific proposal, the design-build team can get to work on construction immediately. This makes Design-Build ideal for large projects that require an accelerated timeline.

C. Construction Manager At Risk (CMAR).

Construction Manager at Risk, also called CM at Risk or simply CMAR. A construction manager ("CM") is hired by the City to oversee the entire project. Once a CM is hired, the CM stands in as the City's representative and advocates in every step of the construction process from preconstruction to bidding, through construction. This makes CMAR ideal for City's projects when an expert's help managing its project or communicating between parties is desirable, and sometimes CMAR allows the City staff to remove themselves from the majority of the construction process altogether.

To initiate the CMAR process, an RFQ is issued for project design. A qualified architect or engineer is selected, and the design phase begins. During this time a separate RFQ is issued for a CMAR, for which the initial design is provided. During the final design phase, the CM will work on the City's behalf to value engineer and find cost-saving opportunities where possible. The CM

will present the City with their Guaranteed Maximum Price (“GMP”) after reviewing the contract documents. With the GMP, the CM sets a price threshold that they ensure the City’s project will not exceed. If the project comes in under this threshold, the CM will likely be rewarded by the City through a cost-sharing agreement. But if the project exceeds the GMP, then the CM takes on the risk of taking on the additional cost.

5.03 PROFESSIONAL SERVICES.

Contracts for professional services as defined in F.S. 287.055 are required, at a minimum, to follow the guidelines as established in Florida Statutes for competitive negotiations for the acquisition of professional engineering, architectural, landscape architectural, or surveying and mapping services. All contracts which exceed the F.S. CATEGORY TWO requirements for CCNA shall follow the procedure as defined in Section 287.055 F.S., as amended. Professional services less than the thresholds in Florida State Statute 287.055(4)(c) shall be awarded using the City’s informal procurement method.

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CHAPTER 6. EMERGENCY PURCHASES

6.01 DEFINITION

An emergency condition results when an immediate need for goods or services that cannot be met through normal procurement methods and the lack of which goods or services presents an imminent threat to:

1. Health, safety and/or welfare of the public
2. Provision and security of essential City operations
3. Preservation or protection of public property or infrastructure

The emergency purchasing process is intended to expedite the purchasing process, but not to circumvent all normal procedures. Because emergency purchases are costly, they should be kept to a minimum. Poor planning does not constitute an emergency.

6.02 DETERMINATION AND RECORD OF EMERGENCY PURCHASE

The City Manager has the authority to determine, if a condition merits, an emergency purchase based upon the written request submitted by the Department Director that explains the nature of the emergency and what is to be done to remedy the emergency condition. When time is of the essence, the City Manager may initially give approval via email or text ahead of signing a written request.

6.03 EMERGENCY PURCHASE PROCESS

The emergency purchase process is as follows:



When an emergency exists, an effort should be made to contact at least two (2), if not more, separate sources; unless the City already has an existing agreement or is able to piggyback an agreement from another governmental agency to supply the requirements for the emergency.

The requesting department will enter a requisition for the emergency purchase as soon as the purchase is approved by the City Manager, or no later than the next business day if the emergency occurs outside of business hours. The requisition should include the approved written request, vendor quote(s), in addition to any other appropriate documentation as the emergency purchase or work may require.

6.04 EMERGENCY PURCHASES IN EXCESS OF THE BID THRESHOLD AMOUNT

An emergency purchase in excess of the Bid Threshold Amount must receive prior approval by the City Manager or designee. Subsequently, the City Council must formally approve the emergency purchase at the next practical City Council meeting.

6.05 MONITORING EMERGENCY PURCHASE REQUESTS

The Property and Procurement Division shall report to the City Manager, through the Chief Financial Officer, any department requesting emergency purchases, or other procurement practices, that reflect poor operational planning or management and have the potential effect of defeating the purpose of the procurement process.

6.06 PURCHASES DURING DECLARED STATE OF EMERGENCY

During a declared state of emergency, the City will track expenditures related to the declared event with a project code. Use of project codes enables the City to accurately capture the financial impact of the event and assist in documenting costs for reimbursement from the Federal Emergency Management Agency (FEMA).

FEMA provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program is governed by the enabling laws, implementations, regulations and program policies as well as a range of cross-cutting laws, executive orders, and other regulations.

The City intends to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 C.F.R. Part 200 as well as any other FEMA guidelines.

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CHAPTER 7. PUBLIC PRIVATE PARTNERSHIPS

7.01 PURPOSE, SCOPE, AND APPLICABILITY

The City of Jacksonville Beach (City) encourages redevelopment of underdeveloped and underutilized properties through public/private partnerships (hereinafter "P3") where appropriate. The City recognizes properly structured P3s share risk and expense amongst public and private partners; encourage efficiencies and innovation in design, construction, operations, and maintenance; and maximize funding and cash flow initiatives.

A public-private partnership is a contractual agreement between a public agency (federal, state, or local) and a private sector person or entity for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility.

To be considered under the City's Public/Private Partnership Program, all parties must comply with the following Guidelines for P3 Applications and Evaluation Process (hereinafter "Guidelines").

The City reserves the right at all time to reject any or all bids/proposals at any time before signing a Comprehensive Agreement for any reason and may decline to pursue the Proposed Project. In the latter event, the City may accept new proposals for the Proposed Project should the City choose to restart the process at a later date. Discussions between the City and Private Entities about needed infrastructure, improvements, or services shall not limit the ability of the City to later decide to use standard procurement procedures to meet its infrastructure needs, whether the project will be a public/private partnership or not.

7.02 UNSOLICITED PROPOSALS

Any proposal received without formal solicitation shall be treated as an unsolicited proposal and will be evaluated as prescribed in the City's Guidelines. All proposals shall comply with the requirements set forth in Section 255.065, Florida Statutes. The City Manager shall have 30 days to accept or reject any unsolicited proposals delivered to the City Manager.

- A. Fees. The initial fee for an unsolicited P3 proposal is \$25,000 and is due at the time the proposal is submitted to the City. This non-refundable fee shall be used to cover the costs of processing, reviewing and evaluating the proposal, including any costs for private consultants to assist in the evaluation. The City may require additional fees from the proposer if the initial unsolicited proposal application fee is insufficient to pay for the City's evaluation costs.

- B. Notice. If the City decides to consider an unsolicited proposal, it shall publish a notice of receipt of the unsolicited proposal and invite competing bids. The notice will be published at least 30 days after the initial date of publication to provide other interested parties with a reasonable opportunity to submit competing proposals.
- C. Response. Bidders who respond to the notice and submit competitive bids shall comply with the requirements and pay the application fee as specified in the notice or the guidelines. The initial proposer shall also submit a bid in response to the notice providing such further details about the unsolicited proposal as may be required by the notice. The initial proposer shall receive a credit against the bid application fee for its initial unsolicited proposal application fee. Bidders shall comply with all requirements of the notice of receipt as well as with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.

7.03 SOLICITED PROPOSALS

Solicited P3 proposals shall conform with all policy, law, regulations and adopted guidelines.

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CHAPTER 8. PURCHASING CARD PROGRAM**8.01 PURPOSE**

The City's Purchasing Card Program is designed to streamline the purchasing and accounts payable process by reducing paperwork generated by small dollar, high volume transactions, providing immediate access to goods and/or services, and facilitating quick payments to vendors. All purchasing card (p-card) purchases must be made in compliance with statutory and City requirements for public procurement.

8.02 AUTHORITY

The Finance Department is responsible for the oversight and continual monitoring of the Purchasing Card Program. The Chief Financial Officer is delegated the authority to establish, or adjust, both the monetary and transaction count limits in the best interest of the City.

8.03 CARDHOLDER ELIGIBILITY

To maintain adequate internal controls and program oversight, purchasing cards shall only be issued to regular employees. Temporary employees and contractors are not eligible for this Program.

- A. Employees. Department Directors may recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a purchasing card.
- B. Department Directors. A key internal control is a strong supervisory review and approval process. Because there is an inherent conflict when subordinates are asked to approve their Director's transactions, Department Director's use of p-cards shall be limited to business travel and professional association subscriptions as approved by the City Manager. This may include registration fees, lodging, transportation, and other miscellaneous expenditures permitted in the Travel Policy.

8.04 CARD ISSUANCE AND CONTROL

- A. Requests for and Issuance of Purchasing Cards. Requests for new Purchasing Cards or requests for changes to existing monthly Purchasing Card Limits shall be made by submitting a request form to the Purchasing Division. All requests for new Purchasing Cards or requests for changes to existing monthly Purchasing Card Limits shall be recommended by the Department Director and approved by the Chief Financial Officer. Once approved, cards will be issued to individual employees. The Purchasing Card will be embossed with the employee's name, City's name, and expiration date. The City's sales tax exemption number will also be preprinted on each Purchasing Card. The

company issuing the Purchasing Card will not be given individual employee information. No credit records, social security numbers, or other personal employee information will be given to the company that issues the Purchasing Card.

- B. Lost, Stolen, and Misplaced Purchasing Cards. In the event a Purchasing Card is lost, stolen, or misplaced, the Cardholder shall immediately notify the Bank followed by the Purchasing Division and his or her supervisor. The Cardholder shall be responsible for reporting all information necessary to reduce the City's liability for a lost, stolen, or misplaced card.
- C. Termination or Transfer of Cardholder. When employment is terminated or the employee is transferred to another Department, the Department Director shall take possession of the Purchasing Card, destroy the Purchasing Card (cut in half), and submit the Purchasing Card pieces to the Purchasing Card Administrator. In the event the Department Director is unable to take possession of a Purchasing Card when an employee terminates or transfers, the Director shall immediately notify the Purchasing Card Administrator by telephone followed by a written notification. The Purchasing Card Administrator will be responsible for cancellation of the Purchasing Card.

8.05 CARD USE

Participation in the Purchasing Card Program is a convenience and privilege that carries responsibilities along with it. Although the card is issued in a cardholder's name, it is City property and should be used with good judgement. Improper use of the card can be considered misappropriation of City funds which may result in disciplinary action up to and including termination. Cardholders are expected to comply with internal control procedures in order to protect City assets. This includes keeping receipts, resolving discrepancies, and following proper card security measures.

- A. Authorized Use. The Purchasing Card may only be used for City authorized purchases. A Purchasing Card may not be used for any personal use whatsoever. An error in using the Purchasing Card for personal use will require immediate reimbursement by the Cardholder to the City.
- B. Prohibited uses. A City p-card shall not be used for the following:
 - 1. Cash advances
 - 2. Gift cards; prepaid debit or credit cards
 - 3. Personal items, or any item that does serve a clear business, or public, purpose
 - 4. Items prohibited from purchase by City policies
 - 5. Alcoholic beverages and/or tobacco products
 - 6. Telephone calls

7. Fuel (unless authorized prior to travel, or during a declared emergency)
- C. Misuse and Abuse. Misuse of a Purchasing Card may result in the revocation of the card and disciplinary action up to and including termination action. Abuse, misuse and violations include, but are not limited to the following:
1. Purchase of prohibited items
 2. Use of multiple transactions to circumvent card limits
 3. Failure to provide proper documentation, receipts, invoices, etc.
 4. Personal, family, or household charges
 5. Allowing another person, other than the cardholder, to use the card
 6. Failure to report a lost or stolen card in a timely manner
 7. Repeated misuse of purchasing card
 8. Having purchases shipped anywhere other than the cardholder's assigned City work location.
- D. Sales and Use Tax. The City is exempt from paying Federal or State of Florida sales and use tax. The cardholder is to make this clear to the vendor at the time of purchase, whether it is an in-person, telephone, or online order. Vendors may require a copy of the City's tax-exempt form, which is available on the intranet. In the event a vendor does charge sales tax, it is the responsibility of the cardholder to contact the vendor and obtain a credit equal to the amount of the tax charged. The City's Sales Tax exemption number is printed on the face of the Purchasing Card.
- E. Disputes. A dispute occurs when a Cardholder questions a transaction that has been charged to the Purchasing Card.

8.06 PURCHASING CARD LIMITS

- A. Dollar and Transaction Limitations. The default authorized limits shall be as follows:

Single Transaction Limit	\$2,000
Monthly Credit Limit	\$5,000

- B. Limit Adjustments. The Chief Financial Officer may approve adjustments to the default limits based on the purchasing needs of the requesting department and individual.

8.07 ROLES AND RESPONSIBILITIES

The following are the responsibilities of employees, divisions, and departments that participate in the Purchasing Card Program.

A. Employee Cardholder

1. Accept, retain, and secure the assigned Purchasing Card. Employees shall not allow other individuals to use their assigned p-card.
2. Purchase only authorized City-related materials, supplies, and services.
3. Receive and inspect all City-related materials, supplies, and services.
4. Acquire and retain sales receipt for each purchase.
5. Match purchase receipts with each monthly card statement.
6. Review monthly statements for validity and correctness of all transactions.
7. Identify and assist in handling any disputed charges.
8. Review monthly charges, if required, with Department's Purchasing Card Representative.
9. Immediately report a lost, stolen, or misplaced card to Bank. Notify Department Representative and Property and Procurement Officer at first opportunity during normal business hours.
10. Inform vendors that all City purchases are tax-exempt (tax-exempt number is on each Purchasing Card).

B. Department Purchasing Card Representative (Designated by Department Director)

1. Receive and review consolidated monthly statements from purchasing card in Munis.
2. Confirm that Department authorized all charges.
3. Review monthly statements with Cardholders.
4. Verify that the GL number is correct.
5. Ensure spending limits for each employee are within established criteria and limits.
6. Handle disputed items not resolved by Cardholder.
7. Perform regular inspection of card possession by Cardholders.
8. Confirm that appropriate receipts are attached to monthly statements.
9. Notify Purchasing Card Administrator when approved monthly statements are not received.
10. Notify Purchasing Card Administrator when a card is lost, stolen, or misplaced.
11. Verify monthly charges shown on the consolidated statement.

C. Department Director

1. Request Purchasing Cards for designated employee(s).
2. Designate one or more representatives who will be responsible for authorizing charges.
3. Collect cards from Cardholders who are no longer employees.
4. Collect Purchasing Card from employee when employee transfers to another Department.
5. Notify the Purchasing Card Administrator of lost, stolen, misplaced, or terminated cards.
6. Appoint a Departmental Purchasing Card Representative.
7. Approve cardholder statements in Munis.

8. Department Director will be responsible for all purchases made by Department employees.

D. Property and Procurement Division

1. Support card holders in the resolution of disputes.
2. Evaluate Purchasing Card feedback from suppliers.
3. Coordinate and maintain internal controls over Purchasing Card Program.
4. Perform physical audits of card possession by Cardholders.
5. Make code changes when required.
6. Adjust cardholder purchasing limits at the bank as needed.

E. Accounting Division

1. Approve and authorize payment of consolidated monthly statements.
2. Ensure that all transactions are coded to appropriate general ledger expense accounts.
3. Conduct periodic operational and compliance audits.
4. Administer 1099 reporting as needed.

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CHAPTER 9. STOREROOM**9.01 PURPOSE**

The City's storeroom is the central warehousing facility for the City. Stock inventory levels are maintained for items that are required on a routine and emergency basis for all City Departments. Use of a storeroom allows the City to make purchases in cost-saving bulk and it ensures that critical supplies are on-hand when needed.

9.02 PURCHASES

Storeroom inventory purchases are made in accordance with the Manual. Acceptable procurement methods include bids, single source, piggyback purchases, or use of the public bidding platform www.aursi.com, or any other bidding platform approved by the Property and Procurement Officer.

9.03 STOCK ITEMS

The storeroom inventory consists of a variety of supplies readily available when needed by City Departments. Factors such as usage frequency, demand levels, supplier lead times, storage space, and turnover rates shall be considered when determining if a product should be held in inventory.

- A. Additions. Additions to stock inventories require written justification from the Department Director and approval by the Chief Financial Officer.
- B. Minimum and Maximum Quantity Limits. Minimum and maximum limits shall be set for each stock item to effectively manage inventory. The Buyer shall periodically review the minimum and maximum limits for stock items with departments and propose adjustments. Departments may request temporary changes in maximum limits for special projects. Any changes to the limits require written justification from the Department Director and approval by the Chief Financial Officer.
- C. Obsolete. The Buyer shall review the inventory list with departments annually to identify potentially obsolete, or stale, inventory. Obsolete inventory shall be disposed of in the same manner as surplus property.

9.04 ROTATION

Storeroom inventory shall be issued on a "First In First Out" (FIFO) basis. This ensures that the oldest goods are utilized first, reducing the risk of obsolescence. Any exception to this practice requires written justification from the Department Director and approval by the Chief Financial Officer.

9.05 RECEIPT OF MATERIALS

The Chief Storekeeper is responsible to ensure that all materials and supplies ordered, are received to the Storeroom according to the purchase order, accounted according to the packing slip, inventoried, verified for accuracy, inspected for quality, properly stored, and issued to the Departments. The Storeroom's receiving documentation package shall consist of at least the purchase order, packing slip, and receiving ticket for the City to authorize payments to vendors.

9.06 ISSUES AND RETURNS

All inventory items shall be requisitioned within the City's software system. In the event the software system is not available, a manual process shall be maintained. The Storeroom staff is responsible for accurately issuing and returning items in a timely manner.

9.07 PHYSICAL INVENTORY

It is the responsibility of the Storeroom staff to conduct a physical inventory annually, preferably close to the end of the fiscal year. A mid-year inspection should be also conducted to identify potentially stale or obsolete items. All physical inventory adjustments require prior approval by the Property and Procurement Officer and Chief Financial Officer.

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CHAPTER 10. SURPLUS PROPERTY

10.01 GENERAL

The City recognizes that there will be instances where surplus, inoperative, obsolete, or irreparable materials, equipment, vehicles, or land must be systematically disposed. The disposal of declared surplus property shall be conducted in a manner which will be in the best interest of the City within the parameters of State Statutes, City ordinances, resolutions, and policies relating to the disposal of surplus property and land.

Each department shall report all surplus, obsolete, or transferred materials or equipment on the Surplus Property Form.

10.02 AUTHORITY

- A. City Manager. The City Manager has the authority to declare City personal property and small or non-conforming real property valued less than \$50,000 as surplus and dispose of it through a competitive process.
- B. Property and Procurement Officer. The Property and Procurement Officer has the authority to dispose of items unfit for auction and to trade in equipment or vehicles as part of a replacement purchase, if the trade in value is expected to be equal, or greater than, the potential revenue generated for the item at auction.
- C. Information Services Director. The Information Services Director has the authority to determine the property disposition method of surplus computer and electronic data storage equipment.
- D. Department Directors. The Department Directors have the authority to directly dispose of property with an original value less than \$100 such as desk accessories and small tools.

10.03 APPLICABILITY

The guidance set forth in this Manual applies to all City owned property except:

- A. Computer and Electronic Data Storage Equipment. All computer and electronic data storage equipment shall be returned to the Information Services Department (IS) for proper software and data removal.
- B. Grant Funded Property. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements. If no disposal requirements exist, this Manual shall apply.

- C. Seized or Unclaimed Property. Seized or unclaimed property within the Police Departments shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.

10.04 SURPLUS PROCEDURE

- A. The department shall complete a Surplus Property Form for property they wish to surplus.
- B. The department shall make arrangements with the Property and Procurement Division to either have the surplus item picked up or delivered to the Storeroom. A completed form must accompany the surplus item. Under no circumstances may a department deliver any property to the Storeroom without a Property and Procurement Division staff member present to receive the item.
- C. The Property and Procurement Division will store the surplus items until it is practical to schedule an auction.
- D. The Property and Procurement Officer shall submit to the City Manager, through the Chief Financial Officer, a written request to declare items as surplus and sell them at auction. The request shall include descriptions of each item.
- E. Before the auction is scheduled, the approved list will be distributed to all City departments. If in need of any item, the departments may request a transfer via memo to the Property and Procurement Officer.
- F. City markings shall be removed from all vehicles and equipment in advance of the auction.
- G. Once the auction is complete, titled assets shall be delivered according to DMV requirements and all documentation, including copies of the Surplus Property Forms and auction results, shall be forwarded to Accounting to process fixed asset dispositions as needed.

10.05 DISPOSITION METHODS

- A. Auction. Generally, all surplus, confiscated, and “lost and found” property will be disposed of via a public auction. All auction items shall be sold as is, where is, and without warranty.
- B. Transfer. Property is no longer needed by one department, but is functional, may be transferred to another department. A Surplus Property Form must be completed and copies given to both the Finance and receiving department.
- C. Trade-In. Equipment or vehicles may be traded-in to defer part of the expense of a new purchase if the trade in value is expected to be equal, or greater than, the revenue

generated for the item at auction. The Property and Procurement Officer must approve of the inclusion of the trade-in item prior to the issuance of a purchase order.

- D. Donation. Upon authorization by City Council, the City may donate items to other governmental entities or non-profit organizations.
- E. Scrap Metal Sales. Scrap metal may be sold directly to vendors outside of the auction process when market conditions are favorable.
- F. Junk/Trash. The Property and Procurement Officer may declare items as unfit for sale and authorize their proper disposal. Any items that failed to sell at auction may also be deemed as unfit and may be treated as junk and disposed of in the trash, or other environmentally responsible manner.

10.06 REAL PROPERTY DISPOSITION

- A. Real Property Valued Above \$50,000. The sale of conforming real estate, or real estate with a valuation as established by either the Property Appraiser or certified appraisal above \$50,000 shall require City Council authorization and determination of the sales process.
- B. Small or Non-Conforming Real Property with a Valuation Below \$50,000. The sales of small or non-conforming real property with a valuation as established by the Property Appraiser or certified appraisal at, or below, \$50,000 may be sold at the City Manager's discretion if it is in the best interest of the City. For the sale of small or non-conforming real estate which requires only the City Manager's authorization to be sold, the following procedures shall be used:
 - 1. The City department interested in selling real estate will initiate a memorandum to the City Manager indicating interest, providing a general description of the real estate, and providing the reasons for sale. The department shall indicate in the memorandum which department employee will be assigned as the department's representative for issues related to the sale. The Department's Representative, Property and Procurement Officer, City Attorney, and City Manager or designee will comprise the committee that will coordinate the efforts to sell the real estate.
 - 2. The City Manager will determine the appropriate method of determining the valuation of the subject real estate.
 - 3. The appropriate staff members will be requested to negotiate the business terms of the sales agreement.
 - 4. Once the business terms are agreed to, the City Attorney will draft the sales agreement.
 - 5. The finalized sales agreement, fully executed by the City Attorney's office, will be presented to the City Manager for approval.

6. If the City Manager approves the sales agreement, the purchaser will order the survey and title, assuming that the purchaser is responsible for ordering the survey and/or title. The purchaser may order an environmental survey at their discretion. The City Attorney's office will distribute a contract schedule (developed by the purchaser) that will be distributed to the City Manager or designee, Property and Procurement Officer, and department's representative. Any issues that arise from the purchasers' performance of due diligence will be distributed to the full committee. The City Attorney will be responsible for completing the closing with the assistance of other staff members and expert consultants' assistance, if necessary.

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CHAPTER 11. PETTY CASH

11.01 GENERAL PROVISIONS

Petty cash funds provide the City with a small amount of cash to cover minor, everyday City business expenses quickly and conveniently. Petty cash purchases shall not exceed \$75.00 and accounts shall not exceed \$2,500. Use of petty cash should be treated as the payment method of last resort and shall not be used to bypass established purchase requisition or travel reimbursement policies. The use of petty cash is limited to City employees only. Expenses paid for with petty cash fall under, and will be charged to, the applicable departmental budgets for those items. Petty cash transactions may not be used as a supplement to or expansion of established departmental budgets. Adherence to the provisions set forth herein is mandatory to maintain strong internal controls.

11.02 AUTHORITY

The Chief Financial Officer has authority to establish, increase or decrease the amount of a petty cash account, change the custodian, or close a petty cash account if he or she determines it is in the best interest of the City. Petty cash accounts are subject to audit at any time.

11.03 PETTY CASH CUSTODIAN ROLE AND RESPONSIBILITIES

An approved City employee shall be designated as the petty cash account Custodian and is assigned to safeguard, maintain, and reconcile each petty cash account. This individual shall be responsible for the following:

- A. Safekeeping. All petty cash accounts must be secured against unauthorized access. Suggested measures include a locked steel file box, cabinet, or small safe with limited access. Any suspected breach of the petty cash account must be reported immediately to the Chief Financial Officer. Any money missing from the petty cash account will be charged to the responsible department and the custodian may be subject to disciplinary action.
- B. Maintenance. The custodian must maintain all receipts and records pertinent to the petty cash account. These records must be available at any time. Any discrepancy or irregularity must be reported immediately to the Chief Financial Officer.
- C. Reconciliation. Petty cash accounts should be reconciled frequently since they are an invitation to pilferage and theft. The shorter the time between reconciliations, the faster any irregularities can be identified. Annual reconciliations are required at fiscal year-end.
- D. Replenishment. Cash funds used can be replaced by completing a Petty Cash Check Request form, attaching approved vouchers and receipts and presenting to Accounting for processing.

11.04 CHANGES IN CUSTODIAN

The Chief Financial Officer must be notified immediately of any change in custodian. Failure to do so may result in the closing of the petty cash account. Any change in custodian must be accompanied by a reconciliation of the petty cash account, and an audit of the account will be performed. Any money missing from the petty cash account will be charged to the responsible department and the custodian may be subject to disciplinary action.

11.05 PETTY CASH REIMBURSEMENT PROCESS

Employees requesting reimbursement from petty cash should submit an approved petty cash voucher form and expense receipt to the appropriate petty cash custodian. A complete voucher form must contain the following:

1. Payee - The printed name of the person being reimbursed
2. Date - The date the voucher is presented
3. General ledger account number – Expense account
4. Amount - Reimbursement may not exceed \$75.00
5. Payee Signature - Must sign and verify that purchase(s) was made on behalf of the City
6. Description - Detail description of all that was purchased
7. Approved By - Signature of Department Director
8. Custodian - Printed name of person processing the reimbursement

The Custodian shall verify that the voucher is complete, accurate, and matches the amount and description of the expense receipt. Incomplete or inaccurate requests will be returned to the presenter for correction. Complete requests will be processed by the Custodian and payment made to the presenter.

11.06 PETTY CASH ACCOUNT CHANGES

- A. New accounts. Requests to establish a new petty cash account must be made in writing from a Department Director to the Chief Financial Officer. The request must include the amount of petty cash requested, the designated Custodian, and the reason and demonstrated need for petty cash.
- B. Changes to accounts. Requests to increase or decrease the holding value of a petty cash account must be made in writing from a Department Director to the Chief Financial Officer. The request must include a justification for the change.
- C. Close accounts. Requests to close a petty cash account must be made in writing to the Chief Financial Officer by the Department Director or the current custodian. All requests to close a petty cash account must be accompanied by a reconciliation of the petty cash account,

and an audit of the account will be performed. Any money missing from the petty cash account will be charged to the responsible department and the custodian may be subject to disciplinary action.

11.07 PROHIBITED USES OF PETTY CASH

Unless a written exception is made by the Chief Financial Officer, it is prohibited to use petty cash for the following:

1. Cash advances
2. Cashing of personal, third party, or payroll checks
3. Subscriptions, memberships, or donations
4. Items inventoried in the Storeroom
5. Grant related expenditures
6. Office supplies
7. Travel per diem
8. Regular bills
9. Meals
10. Sales Tax

11.08 CHANGE FUND

A change fund is an amount of cash assigned to a location with a cash register to provide coins and bills to make change for customers during cash transactions. These funds will be kept separate from petty cash and must be balanced daily.

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CHAPTER 12. FOOD AND BEVERAGE**12.01 GENERAL**

From time to time, it is necessary to the interests of the City to provide food and/or beverages to employees and guests. As a public agency, the City has an obligation to its customers, taxpayers, and rate payers to use all of its funds as prudently as possible. Therefore, all employees shall use their best judgement in applying those funds toward food and beverages only when justified with a business purpose and a clearly identifiable benefit to the City.

12.02 SCOPE

These policies apply to all City employees and are considered to be the minimum requirements. Meal expense related to travel are not subject to this policy, but are included in the City's Travel Policies and Procedures.

12.03 ADMINISTRATION

Purchases of food and/or beverages using City funds must be approved by the requesting department's Director, Chief Financial Officer, and the City Manager via a Working Meals and Refreshments Form.

12.03 POLICIES

- A. The City Manager will ensure that food and beverage expenditures are essential to operations and support the mission of the City.
- B. All food and beverage purchases must be approved in advance through the completion of the Working Meals and Refreshments Purchase Form.
- C. City funds may not be used to purchase alcoholic beverages.
- D. City funds may not be used for food and beverage expenditures that would typically be considered a personal expense, including routine meals, snacks, and refreshments.
- E. When purchasing food, every effort shall be taken to utilize local businesses and to rotate between vendors.
- F. The individual cost per meal should not exceed established per diem rates as listed in the Travel Policies and Procedures within the Personnel Policies.
- G. Tips for delivery services should be reasonable and follow best practices. The maximum allowable tip shall be 20% of the purchase.

- H. Eligible events and purchases are limited to the following:
1. Common Kitchens or Breakrooms at City Facilities: The City will provide single serving coffee dispensers and/or multiple cup coffee makers, coffee, tea, cocoa, sugar or other sweeteners, and creamer in shared kitchen and break room areas at City facilities. These items will be stocked in the City storeroom to be requisitioned by departmental users as needed. Any alternatives to the storeroom stock will be considered personal and will not be funded by the City.
 2. Conference Rooms at City Facilities: The City will provide bottled water, some sodas, and mints in conference rooms for guest use only at business functions that involve substantive and bona fide business discussions with an outside party or parties in attendance. Employees are responsible for their own beverages when attending regular meetings in City conference rooms. The department responsible for the conference room shall also be responsible for maintaining the beverages and mints to be stocked in the conference room.
 3. City Council Chambers: The City will provide bottled water, some sodas, and mints in the Council Chambers for Council Members and City Board Members use only at scheduled meetings. The City Clerk's Office shall be responsible for maintaining the beverages and mints to be stocked in the Council Chambers.
 4. Internal Functions: Food and beverages may be provided at non-routine internal functions with prior approval by the City Manager. Food and beverages will not be provided at regularly scheduled or routine meetings where City employees are the primary beneficiaries. All purchases of food and beverages for internal functions must be approved in advance using the Working Meals and Refreshments Purchase Form. Examples of non- routine internal functions include:
 - a. Training - Formal training sessions or retreats, where appropriate (e.g., strategic planning objectives training session, etc.)
 - b. Meetings - Meal and refreshment costs at meetings, usually on City premises, where City business is conducted and business is required to meet specific deadlines or make efficient use of staff time, or is otherwise relevant for after-hours discussion (e.g., Community Conversations)
 - c. Volunteer Recognition - Meal and refreshment costs for non-compensated individuals donating their time, such as Citizen Police Academy Alumni Association, Citizens on Patrol volunteers, City established special committees, etc.
 - d. Executive and Special Interviews - Meal and refreshment costs for recruitment and interviews of executive level positions such as City Manager, Deputy City Manager, City Attorney, Police Chief, Department Directors, and any other position authorized by the City Manager.
 5. City-wide Functions: This category is generally reserved for City-wide events such as the holiday luncheon and employee picnic. Any other City-wide function must be approved by the City Manager in advance using Working Meals and Refreshments Purchase Form.

6. Work Performed Outdoors and Extreme Heat Environments: For the safety and well-being of its employees, the City will provide water for employees and volunteers working outdoors or in extreme heat conditions at remote locations where there may not be an available supply of drinking water. The department may procure water and electrolyte powder for consumption at job sites.
7. Emergency Operations: During emergency operations of significant duration, employees may need to be provided with food and beverages in order to maintain their stamina and preserve good health. In certain circumstances (such as a hurricane), there may not be an available supply of food, water, or ice immediately prior to the event. When these situations occur, it is permissible for the department to procure food and beverages in advance of the event, in a reasonable quantity for the anticipated working period. At the end of hurricane season, or after a major event, any unused frozen foods may be prepared at a City facility and provided to employees as a benefit, with the prior approval of the City Manager. Every effort should be made to secure advance approval for purchases of food and beverages for emergency operations using the Working Meals and Refreshments Purchase Form. The City's Emergency Preparedness Coordinator is authorized to purchase a supply of bottled water at the beginning of hurricane season to hold in storage for use during an emergency event. Any unused bottled water may be used for authorized purposes in accordance with this policy.

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CHAPTER 13. SOLICITATION PROTESTS

13.01 GENERALLY

- A. Right to Protest. A bidder or proposer that has submitted a complete response to a formal solicitation and is adversely affected by the decision of the award may file a written protest in accordance to the process detailed in this Manual. Suspended or debarred vendors are ineligible to submit a bid protest. Failure to protest a City award under this Manual shall constitute a waiver of all rights to challenge a City award.
- B. Protest for Defect. An aggrieved bidder seeking to protest a City award based upon an alleged defect in the specifications of the City bid, may protest the City award only if the aggrieved bidder objected to the specifications as follows:
1. If City conducted any pre-bid meetings, the bidder must have attended, and objected to such specification, at the first meeting after the specifications were included in the City bid; or
 2. If no pre-bid meetings were held, the bidder must have objected in writing to the specification at least five days prior to the deadline for bids or submissions.
- C. Exclusions. The protest process shall not apply to the following:
1. City purchases under \$50,000 (unless an Invitation to Bid is used)
 2. Purchases exempt from competition solicitation as provided for in this Manual
 3. Contracts awarded under “Single Source” provisions of this Manual and 287.057(3)
 4. Contracts procured through “Piggy-back” provisions of Florida law

13.02 PROTEST PROCESS



- A. Notice. An aggrieved bidder shall submit a written notice of intent to protest to the Property and Procurement Officer within (3) days of the “*Notice of Intent to Award*” posting. The formal protest must be filed within five (5) days after submitting the notice of intent. The written protest must include the following:
1. Company name, address, phone number, and the contact person’s name responsible for the protest.
 2. Email address for communication and updates about the protest.

3. The City's solicitation number, title, closing date and proposed award date.
 4. The specific action or decision being protested.
 5. The detailed basis for the protest with all supporting information.
 6. The requested relief or corrective action.
 7. Evidence that all reasonable efforts were made during the solicitation process (e.g., asking questions, requesting clarifications, seeking addenda) to resolve the issue before filing the protest.
 8. A signature from an authorized agent of the company.
- B. Stay of Procurement During Protest. The City shall stop the solicitation or contract award process until the protest is resolved, unless the City Manager provides a written explanation showing that continuing without delay is necessary to prevent a serious threat to public health, safety or welfare.
- C. Procurement Review. The Property and Procurement Officer shall review the protest and try to resolve it informally without formal rules of evidence. After reviewing the facts, the Officer shall decide to:
1. Approve the protest and recommend corrective action to be the subject of a further City award; or
 2. Deny the protest and refer to the protester to the City Manager; or
 3. Cancel the solicitation if it is the City's best interest, as stated in the solicitation.
- D. Informal Hearing. The City Manager has the authority to review and try to resolve the protest informally. The City Manager may decide based on written material or may hold an informal hearing. During the hearing, parties can present evidence and arguments; but witnesses shall not be sworn, cross-examined and no formal rules of evidence shall apply. Any new material facts identified as a result of the informal hearing will be considered and no additional information will be considered thereafter. Within seven (7) days of the informal hearing, the City Manager shall:
1. Approve the protest and recommend corrective action to be the subject of a further City award; or
 2. Deny the protest, and the protestor has the right to appeal to the City Council; or
 3. Cancel the solicitation if it is the City's best interest, as stated in the solicitation.
- E. Appeal to City Council. If a protestor wishes to continue a protest after the protest has been denied in the informal hearing, or after the protest has been granted but the protestor is not satisfied with the corrective action, the protestor may appeal the City Manager decision to City Council. The appeal request must be submitted to the Property and Procurement Officer within three (3) days of the City Manager's written decision. City Council will consider only information previously submitted and reviewed in the informal

hearing. No new protest information will be presented before the City Council. The City Council shall consider the protest at a regular or special City Council meeting. The parties will receive at least three (3) days' notice of the scheduled meeting date. The decision of the City Council shall be final.

- F. Subsequent Protest. This Manual shall apply to the new award. However, in any future protest, the decision-maker(s) may consider specific findings of fact from the earlier protest. To protect their rights, interested parties are advised to intervene in a prior protest.

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CHAPTER 14. SUSPENSION AND DEBARMENT**14.01 AUTHORITY**

The Chief Financial Officer may suspend or debar, the right of a vendor to be included in a vendor database and prohibit such vendor to bid or propose on a competitive solicitation or quote. Any bid or response from that vendor shall be rejected; provided however, the City Council shall have the power to waive or lift such suspension or debarment.

14.02 SUSPENSION

A vendor may be suspended for a period not to exceed two (2) years as determined by the Chief Financial Officer and approved by the City Manager based upon the following:

1. Vendor has terminated, defaulted, failed to perform, or failed to fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City; or
2. Vendor commits any fraud or misrepresentation in connection with any competitive solicitation or contract with the City; or
3. Vendor or its officer(s) is charged by a court of competent jurisdiction with a criminal offense in an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
4. Vendor is charged by a court of competent jurisdiction with any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which is determined to currently, seriously, or directly affect responsibility as a city government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted upon written notification and proof of final court disposition provided by the vendor to City; or
5. Vendor becomes insolvent, has proceedings in bankruptcy instituted, or compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or
6. Vendor who violates the ethical standards set forth in local, state, or federal law; or
7. Any other cause the Chief Financial Officer determines to be so serious and compelling as to materially and adversely affect the responsibility of a business as a city contractor, including but not limited to suspension.

14.03 DEBARMENT

Debarment of any vendor shall require City Council approval. A vendor may be permanently debarred for the following:

1. Termination, default, failure to perform, or fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City two (2) times within any ten (10) year period; or
2. Conviction by, or judgment obtained, in a court of competent jurisdiction for those offenses in connection with the vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition; or
3. Conviction of a public entity crime as defined by F.S. § 287.133, shall result in debarment to transact business with the City.

14.04 PROCESS

1. Suspension. After the Chief Financial Officer has determined that there is cause to suspend a vendor, and the City Manager has approved the recommended suspension, the Chief Financial Officer shall notify the vendor in writing of the period of suspension and the reasons for the action taken. The suspension shall be final and conclusive.
2. Debarment. Notice of the charge for which debarment is proposed shall be delivered to the vendor and thereafter, an opportunity to be heard and present evidence in opposition shall be afforded to the vendor before the City Council. The debarment shall be final and conclusive.

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CHAPTER 15: GLOSSARY AND DEFINITIONS

1. **Agency:** A state agency, local government, school district, or a school board.
2. **Aggrieved Bidder:** A bidder who may be negatively impacted by a City award, including: a bidder not recommended for award, but who might receive the award if their protest is accepted (e.g., second lowest or the lowest responsible and responsive bidder); a previously disqualified bidder; or the bidder who was awarded contract.
3. **Amendment:** A formal change to a contract or document.
4. **Best Value:** The overall best choice based on factors that include, but are not limited to, price, quality, design, time, and workmanship.
5. **Bid:** A formal written offer from a vendor to furnish goods, products or services to the City.
6. **Bid Security:** Go to Bonds.
7. **Bidder:** A person or company participating in a City bid to win a contract, including anyone protesting the bid specifications.
8. **Bid Threshold:** The dollar amount set by ordinance where purchases above this amount must be competitively bid, except for contractual service, single source, and piggyback contracts
9. **Blanket Purchase Order:** A contractual arrangement for a supplier to deliver goods or services during the fiscal year at a set price.
10. **Bonds (General):** A guarantee from a bonding company that the bidder will meet the requirements of a bid or contract. This ensures compliance, payment, or performance.
 - a. **Bid Bond:** A guarantee to a project owner that a contractor can fulfill the contract obligations.
 - b. **Payment Bond:** A surety bond is posted by a contractor to guarantee that its subcontractors and material suppliers on the project will be paid.
 - i. They are required in contracts over \$35,000 with the Federal Government and must be 100% of the contract value.
 - ii. They are often required in conjunction with performance bonds.
 - c. **Performance Bond:** A Performance bond is a financial instrument issued by a financial institution, such as insurance company or bank to the investor, to ensure the contractor's successful execution of a contract.
 - d. **Bid Security:** A bid bond or cashier's check that ensures the bidder will sign the contract and provide the required insurance and Performance and Payment Bonds within a specified time, after the award.
11. **Change Order:** An authorized modification or amendment to an original purchase order or construction contract that changes the contractor's scope of work, the price, the schedule, or some other term of the contract.
12. **City Award:** A decision by the City Council to award, disqualify or reject all bids.
13. **City Bid:** A request or solicitation by the City to contract with a vendor for the provision of goods or services to the City by way of bid, request for proposal, letter of interest, or invitation to negotiate.
14. **Commodity:** Any supplies, materials, or equipment purchased, or leased by the City.

15. **Competitive Award:** A contract award based on sealed bids or proposals, in response to an invitation to bid or request for proposals, including construction management or design/build contracts approved by City Council.
16. **Cone of Silence or Lobbying Blackout:** A rule that prohibits communication about solicitation or procurement with other bidders, City departments, officials, Council members, or employees during the submission period, except for inquiries made directly to the Property and Procurement Division.
17. **Consultants' Competitive Negotiations Act (CCNA):** A Florida law governing procurement of architectural, engineering, landscape architecture, and registered surveying and mapping services found in Section 287.055 of the Florida Statutes.
18. **Construction Management at Risk (CMAR):** A method where a construction manager is hired by the City to consult on a construction project's development.
19. **Continuing Services Contract:** A professional services contract between the City and a contractor, following Florida Statute 287.055, where the contractor provides services for construction projects. The contract may be for a fixed term or with no time limit, but it must include a termination clause.
20. **Continuing Contract:** A contract with a construction management company for work during a set period of time, which covers construction projects described by type, which may or may not be identified at the time of contract signing. (255.32(1)(c)) Florida Statutes
21. **Contract:** A legally binding written document, used by the City and vendor/contractor to stipulate the terms and conditions that will guide acquisition of goods and services, pursuant to the Procurement Manual.
22. **Contractor:** A person or company who bids or applies to bid on City work or provides goods or professional services to the City. In this Manual, the terms Contractor and Vendor may be used interchangeably.
23. **Day:** If not otherwise specified, a day shall be interpreted as a calendar day. A business day excludes weekends and public holidays.
24. **Design-build:** A construction process where one company, the design-builder, handles both the design and construction of the project.
25. **Emergency:** For the purposes of this Manual, defined as a circumstance when a service interruption or equipment failure occurs or threatens to disrupt or shut down a significant portion of a facility and/or infrastructure, or poses an immediate threat to public health, safety, property damage, or security.
26. **Emergency Purchase:** An unforeseen, immediate need to purchase outside the normal procurement procedures because delay would disrupt essential operations and services; create or exacerbate a threat to public health, welfare, and safety; damage or destroy public or private property.
27. **Evaluation Committee:** A group that evaluates, scores and ranks proposals submitted in response to a Request for Proposal for compliance with the specifications contained in the Request. The Evaluation Committee makes recommendations for the award.
28. **Fiduciary Duty:** The obligation to place the interests of the City of Jacksonville Beach, its citizens, customers, and the public above direct or indirect personal interests.

29. **Firm:** Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state. (287.055) Florida Statutes.
30. **Formal Purchase Process:** Purchases over \$50,000 that must go through a competitive bidding process, and the award requires City Council approval.
31. **Governmental Entities:** Any organization that operates under government control, including federal, state, and local governments, and their various departments, agencies, political subdivisions like counties, cities, and school districts.
32. **Informal Purchase Process:** Purchases that are less than \$50,000 where competitive quotes are required.
33. **Interested Party:** A bidder whose financial interest would be affected by a City contract award.
34. **Invitation to Bid (ITB):** A written solicitation for competitive sealed bids with the title, date, and hour of bid opening designated and specifically defining the City needs; used when the City can establish precise specifications defining the actual commodity or group of commodities or service required.
35. **Invoice:** A document that itemizes charges for the purchase of goods and services. It tells the City what is owed and should match the contract terms and purchase order.
36. **Lobbying Blackout:** A rule that prohibits communication about solicitation or procurement with other bidders, City departments, officials, Council members, or employees during the submission period, except for inquiries made directly to the Property and Procurement Division.
37. **Lobbying Blackout Period or Cone of Silence:** The period begins upon issuance of a solicitation and concludes at either (a) the meeting at which the City Council will be presented the award(s) for approval or for a request to provide authorization to negotiate a contract or (b) for awards requiring City Manager approval, upon the issuance of a *"Notice of Intent to Award"*.
38. **Master Service Agreement:** Sometimes known as a framework agreement, a Master Service Agreement is a contract where parties agree to most of the terms that will govern future transactions or agreements.
39. **Minor Irregularity:** A small mistake in the solicitation process that does not affect the price or does not give one bidder an unfair advantage or does not harm the interests of the contracting party.
40. **Notice of Intent to Award:** A written notice, which is publicly displayed before the contract is signed, that shows which vendor has been chosen for the contract.
41. **Party:** The City, respondent, protestor, intervenor, vendor, or contractor.
42. **Phase:** A distinct period or stage within a project, intended to mark the beginning and ending of logical progression toward a predefined accumulation of work.
43. **Piggyback:** Procurement pathway where the City uses bids already competitively awarded by other government agencies (federal, state, or local) or cooperative organizations, or procurement associations to make purchases. The piggyback pathway is exempt from competitive solicitation requirements.

44. **Pre-qualification:** A process to determine if a vendor or group of vendors is qualified to bid on or submit a proposal for specific items or services that is usually associated with and RFP (request for proposal) or RFQ (request for qualifications).
45. **Procurement:** Buying, renting, leasing or otherwise acquiring any goods or services for public use, following laws, rules, regulations and procedures to ensure public funds are spent wisely. This includes everything from supplies, materials, equipment and/or services to contractual services, design professional services, professional services, construction projects and capital improvement projects required by the City regardless of the source of funds.
46. **Professional Services, A/E (Architect or Engineer):** Services related to architecture, engineering, landscape design, or surveying and mapping, provided by licensed professionals in those fields.
47. **Project:** A planned or unexpected event involving fixed capital outlay activity which may include (1) a grouping of minor construction, rehabilitation, or renovation activities or (2) a grouping of substantially similar construction, rehabilitation, or renovation activities. (255.32(1)(b)) Florida Statutes.
48. **Protest:** A complaint filed about a City contract award.
49. **Protestor:** The person or bidder who files a complaint against a City award.
50. **Public- Private Partnership (P3):** A contractual agreement between a public agency (federal, state, or local) and a private sector person or entity for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement.
51. **Public Purpose:** The use of public funds must primarily benefit and promote the welfare of the City of Jacksonville Beach, citizens, and customers. The use of public funds must be directly related to the functions performed by the City of Jacksonville Beach and Beaches Energy Services. An expenditure that primarily benefits a private interest is unlawful, even if it may incidentally serve a public purpose.
52. **Purchase Order:** An offer to buy goods or services upon specified terms and conditions.
53. **Purchasing Card:** A charge card used by organizations to make electronic payments for goods and services, like a consumer credit card.
54. **Purchasing Card Representative:** A designated Department staff member responsible for managing specific transactions, which can be organized by vendor, project, or purchase type (or a logical group of transactions). The PC is the main point of contact with the vendor, is accountable and responsible for communication with the vendor regarding purchase orders (POs), invoicing, contract compliance, and related matters.
55. **Purchasing Coordinator:** The Purchasing Coordinator (PC) is a designated Department staff member responsible for managing specific transactions, which can be organized by vendor, project, or purchase type (or a logical group of transactions). The PC is the main point of contact with the vendor, is accountable and responsible for communication with the vendor regarding purchase orders (POs), invoicing, contract compliance, and related matters.

- 56. **Renewal:** Contracting with the same vendor for an additional term after the initial contract period, according to terms specifically providing for renewal in the original contract.
- 57. **Quotation:** Informal bid or price for goods or services made by email or in writing.
- 58. **Request for Information (RFI):** A request from an agency to vendors asking for information about products or services. Responses are not binding offers and cannot form a contract.
- 59. **Request for Proposals (RFP):** A formal request for competitive sealed proposals, used when the required goods or services cannot be clearly defined.
- 60. **Request for Qualifications (RFQ):** A request to gather statements of qualifications from potential development teams or consultants.
- 61. **Request for Quote:** A procurement method for small order amount.
- 62. **Requisition:** Document used to request a specific good or service at a set price.
- 63. **Responsive Bid/Proposal/Reply:** A bid, or proposal, or reply submitted by a vendor that meets all the key requirements of the solicitation.
- 64. **Responsible Vendor:** A vendor that submits a bid, proposal, or reply that fully complies with the terms and requirements in the solicitation.
- 65. **Single Source Purchases:** A procurement pathway where only one vendor can supply the goods or services; or one product or brand can support or maintain a previously installed system and ensure compatibility, eliminating the sense in obtaining a second competitive quote.
- 66. **Specifications:** The detailed requirements, terms, conditions, and processes outlined in a City bid.
- 67. **Standardization:** The practice of adopting a single product or group of products to be used consistently for compatibility with ancillary equipment, controls, or employee training/familiarity.
- 68. **Surplus and Salvaged Property:** Personal property that is worn out, damaged, outdated, or no longer usable for its original purpose.
- 69. **Term Contract:** A pre-established agreement for the procurement and delivery of specified goods or services over a defined period.
- 70. **Vendor:** See Contractor

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CITY COUNCIL BRIEFING TOPIC	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, City Clerk
DATE:	November 10, 2025
SUBJECT:	Board Appointments

BACKGROUND

In recent years, the City Council has discussed board applicants at a Council Briefing prior to appointing citizens to each of the City Boards. Mayor Hoffman requested that this year's board applicants be discussed at the November 10, 2025 Briefing. The Council was provided the list of applicants as well as access to their interview recordings via email on Monday, November 3, 2025.

There are 21 eligible board applicants and two current board members seeking reappointment. Board members with expiring terms and any vacant seats will be presented to the City Council on December 1, 2025, for appointment/reappointment consideration.

FINANCIAL IMPACT

None.

COUNCIL DIRECTION REQUESTED

Does the Council wish to reduce the number of eligible board applicants formally brought to the December 1, 2025, Council meeting for consideration of the expiring and vacant board seats?

ATTACHMENTS

1. Board Applicants

Board Applicants
(Listed by first board preference)

Board of Adjustment	Planning Commission	CRA*
Anthony Recco**	Samuel Langham	Gerhard Paetau (Chair)
Gary Hawkett	Greg Kleffner	Ron Whittington (Vice Chair)
Michelle Gaudins	John Leynes	Meghan Edwards
Robert (Bobby) Knudsen	Brent Knauff	Thad Moseley
Mary Ostroska	Roy Munn Jr.	Kevin Myers
Alexander Erterl	Debra Klein	Sydney Talcott (1 st Alternate)
Gregory Hicks**	Caren Doherty	Marcus Kampfe (2 nd Alternate)
	William (Michael) Bibb	
	Amy St. Denis	
	Margarete Vest	
	Erica Cassidy	
	Brandon Cornellier	
	Lindsay Haga	
	George (Martin) Kennelly**	

*Pursuant to the Community Redevelopment Agency (CRA) bylaws, Council must appoint a chair and vice chair on an annual basis. All members are interested in appointment.

** Needs an updated interview or initial interview.

Upcoming Vacancies

Terms will be 1/1/2026-12/31/2029 unless otherwise stated

Board of Adjustment	Planning Commission
Jennifer Williams (mid-term) Regular Member through 12/31/28	Debbie Cole (mid-term) Regular Member through 12/31/28
Matt Metz (seeking reappointment) Regular Member	Margo Moehring Regular Member
John Moreland Regular Member	
Laura Tierney 1st Alternate	
Douglas Dell (seeking reappointment) 2nd Alternate	