



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, December 15, 2025

6:00 PM

Council Chambers

MEMORANDUM TO:

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

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Regular City Council Meeting held on December 1, 2025

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the Month of November 2025
B. Accept/Reject North Beach Townhomes Public Infrastructure Improvements

MAYOR AND CITY COUNCIL

- A. Certified Municipal Clerk Recognition

CITY CLERK

CITY MANAGER/NEW BUSINESS

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2202-2025 adopting an updated and revised City Procurement Manual
B. Adopt/Deny Resolution No. 2205-2025 adopting the City of Neptune Beach Franchise Agreement and authorizing the Mayor and City Manager to countersign the Franchise Agreement upon adoption

ORDINANCES

- A. Adopt/Deny Ordinance No. 2025-8230 on the second reading amending the bid threshold in City Code of Ordinances, Chapter 2 "Administration", Article I "In General"
B. Approve/Disapprove Ordinance No. 2026-8232 on the first reading amending Chapter 34, Article VII, Division 2 "SUPPLEMENTAL STANDARDS" by creating a new Section 34-733 "Requests for accommodation" from the City's Land Development Code, and schedule a second reading for January 20, 2026

[IGNORE_INDENT]

- C. Approve/Disapprove Ordinance No. 2026-8231 on the first reading, amending the City Code of Ordinances Chapter 20 Parks and Recreation, Article III Use Regulations and Article IV Park Rules and Regulations to make corrections and add a Section to provide codified local rules, regulations, and enforcement provisions concerning the City's parks and recreation, and schedule a second reading for January 20, 2026

ADJOURNMENT

NOTICE

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

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

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

**Minutes of Regular City Council Meeting
held Monday, December 1, 2025 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, and City Clerk Molly Alleger.

APPROVAL OF MINUTES:

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

- Council Briefing held on November 10, 2025
- Regular City Council Meeting held on November 17, 2025

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS:

Council Member Golding announced Beaches Watch would present its Give Back Award to Here Tomorrow on December 3, 2025, at the Beaches Branch Library and encouraged attendance to learn more about the organization's suicide-prevention work. She noted upcoming Deck the Chairs events, including the Nutcracker Ballet on December 5, 2025, a Christmas Market on December 6, 2025, and Tuba Christmas on December 13, 2025. She reminded residents the Citizens Police Academy would begin on January 8, 2026, stated the application deadline of December 19, 2025, and encouraged participation in the program.

Council Member Wagner announced he had been selected to participate in the 2026 Regional Leadership Academy, a Northeast Florida Regional Council program focused on fostering regional collaboration and leadership, and stated he was honored to represent the City of Jacksonville Beach. He noted he visited Deck the Chairs on November 29, 2025, and encouraged residents to attend.

Council Member Janson announced he would attend the final policy committee week in December 2025 to review legislation for the upcoming session and stated he would provide an update at the next [City Council] meeting. He noted he represented Jacksonville Beach during Farm City Week and learned Duval County produces \$11.1 billion in agricultural output annually.

Council Member Wouters echoed the value of Here Tomorrow's services. He congratulated Coach's Christmas Trees on 72 years in operation and D&LP Subs on its 15th anniversary and expressed support for Council Member Janson's upcoming legislative work.

Mayor Hoffman noted she visited Deck the Chairs on Thanksgiving Eve 2025 and stated the event was already well attended and continued to improve each year. She congratulated Council Member Wagner on his selection for the 2026 Regional Leadership Academy.

COURTESY OF THE FLOOR TO VISITORS: None

CONSENT AGENDA:

Item A **Award/Reject RFP No. 11-2425 Tennis Professional to Daniel L. Carozza, Jr., for five years and authorize the Mayor and City Manager to sign the final contract**

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

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

CITY CLERK: None

CITY MANAGER/NEW BUSINESS:

Item A **Appoint Greg Kleffner to serve on the board of trustees as the fifth member of the General Employees' Pension Board beginning January 1, 2026 and expiring December 31, 2027**

Mayor Hoffman introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to appoint Greg Kleffner to serve on the board of trustees as the fifth member of the General Employees' Pension Board beginning January 1, 2026 and expiring December 31, 2027.

Discussion: None.

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

The motion passed unanimously.

Item B **1. Appoint a Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2026; and**
2. Appoint a Vice-Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2026

Mayor Hoffman introduced the item and provided background.

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

Ms. Golding nominated Gary Pateau for CRA Chair.

Mr. Janson nominated Ron Whittington for CRA Chair.

Mayor Hoffman closed the floor for nominations.

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

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to appoint Gary Paetau as the Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2026.

Discussion: None

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

The motion passed unanimously.

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

Ms. Golding nominated Thad Moseley for CRA Vice-Chair.

Mr. Sutton nominated Kevin Myers for CRA Vice-Chair.

Mayor Hoffman closed the floor for nominations.

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

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to appoint Kevin Myers as the Vice-Chair for the Community Redevelopment Agency for a one-year term beginning January 1, 2026.

Discussion: None

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

The motion passed unanimously.

Item C **1. Approve/Disapprove the appointment of _____ to fill the remainder of Debbie Cole's unexpired term on the Planning Commission with a term beginning on January 1, 2026 and ending on December 31, 2028; and**

2. Approve/Disapprove the appointment of _____ to a new four-year Regular Member term on the Planning Commission beginning January 1, 2026 and ending December 31, 2029; and

3. Appoint a new 1st Alternate to the Planning Commission to fill the remainder of the 1st Alternate term expiring December 31, 2028; and

4. Appoint a new 2nd Alternate to the Planning Commission to fill the remainder of the 2nd Alternate term expiring December 31, 2027

Mayor Hoffman introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Dean Haddock to fill the remainder of Debbie Cole's unexpired term on the Planning Commission with a term beginning on January 1, 2026 and ending on December 31, 2028.

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Matthew Filer to a new four-year Regular Member term on the Planning Commission beginning January 1, 2026 and ending December 31, 2029.

Discussion: None

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

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for 1st Alternate to the Planning Commission.

Ms. Golding nominated Lindsay Haga for 1st Alternate.

Council Member Wouters nominated John Leynes for 1st Alternate.

Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Wouters – Leynes
Golding – Haga
Horn – Leynes
Janson – Haga
Sutton – Leynes
Wagner – Leynes
Mayor Hoffman – Haga

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of John Leynes as 1st Alternate to the Planning Commission to fill the remainder of the 1st Alternate term expiring December 31, 2028.

Discussion: None

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

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for 2nd Alternate to the Planning Commission.

Ms. Golding nominated Lindsay Haga for 2nd Alternate.

Mr. Wouters nominated Debra Klein for 2nd Alternate.

Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Golding – Haga
Horn – Haga
Janson – Haga
Sutton – Haga
Wagner – Klein
Wouters – Klein
Mayor Hoffman – Haga

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Lindsay Haga as 2nd Alternate to the Planning Commission to fill the remainder of the 2nd Alternate term expiring December 31, 2027.

Discussion: None

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

The motion passed unanimously.

- Item D**
- 1. Approve/Disapprove the appointment of _____ to a new four-year Regular Member term on the Board of Adjustment expiring December 31, 2029; and**
 - 2. Approve/Disapprove the appointment of _____ to a new four-year Regular Member term on the Board of Adjustment expiring December 31, 2029; and**
 - 3. Approve/Disapprove the appointment of _____ to fill the remainder of the unexpired Regular Member seat on the Board of Adjustment with a term expiration of December 31, 2028; and**
 - 4. Nominate and appoint a new 1st Alternate expiring December 31, 2029 ; and**
 - 5. Nominate and appoint a new 2nd Alternate expiring December 31, 2029**

Mayor Hoffman introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Matt Metz to a new four-year Regular Member term on the Board of Adjustment expiring December 31, 2029.

Discussion: None

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

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Douglas Dell to a new four-year Regular Member term on the Board of Adjustment expiring December 31, 2029.

Discussion: None

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

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for a Regular Member seat on the Board of Adjustment.

Ms. Golding nominated Alexander Ertel for Regular Member.

Ms. Janson nominated Caren Doherty for Regular Member.

Mr. Sutton nominated Gary Hawkett for Regular Member.

A discussion ensued about Alexander Ertel's nomination.

Mr. Wouters nominated Robert (Bobby) Knudsen for Regular Member.

Mr. Sutton noted a conversation with Alexander Ertel about a potential scheduling conflict.

Ms. Golding withdrew her nomination for Alexander Ertel.

Mayor Hoffman closed the floor for nominations.

Roll Call Vote: Sutton – Hawkett
Wagner – Doherty
Wouters – Knudsen
Golding – Doherty
Horn – Hawkett
Janson – Doherty
Mayor Hoffman – Doherty

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the appointment of Caren Doherty to fill the remainder of the unexpired Regular Member seat on the Board of Adjustment with a term expiration of December 31, 2028.

Discussion: None

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

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for a 1st Alternate on the Board of Adjustment.

Ms. Golding nominated Gary Hawkett for 1st Alternate.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to appoint Gary Hawkett as 1st Alternate expiring December 31, 2029.

Discussion: None

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

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for a 2nd Alternate on the Board of Adjustment.

Ms. Golding nominated Alexander Ertel for 2nd Alternate.

A discussion continued about process and Alexander Ertel's nomination.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to appoint Alexander Ertel as 2nd Alternate expiring December 31, 2029.

Discussion: None

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

The motion passed unanimously.

RESOLUTIONS: None

ORDINANCES:

Item A Approve/Disapprove Ordinance No. 2025-8230 on the first reading amending the bid threshold in City Code of Ordinances, Chapter 2 "Administration", Article I "In General", and schedule a second reading for December 15, 2025

Chief Financial Officer Ashlie Gossett introduced the item and provided background. Mayor Hoffman requested the City Clerk read Ordinance No. 2025-8230 by title only, whereupon Ms. Alleger read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION” OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, CODE OF ORDINANCES BY REPEALING CHAPTER 2 – ADMINISTRATION, ARTICLE I. – IN GENERAL, SECTION 2.-1. – PURCHASE OF MATERIALS, ETC., IN EXCESS OF SPECIFIED AMOUNT; PUBLICATION OF NOTICE FOR BIDS – DEFINITIONS; AMENDING AND RENUMBERING SECTION 2-1.1. – PURCHASE PROCEDURES; CONTRACTS, ETC.; AND REPEALING SECTION 2-2. – ADOPTION OF UNIFORM ACCOUNTING SYSTEM; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

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

I will now open the public hearing on Ordinance No. 2025-8230.”

Public Hearing:

No one came forth to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2025-8230 on the first reading amending the bid threshold in City Code of Ordinances, Chapter 2 "Administration", Article I "In General", and schedule a second reading for December 15, 2025.

Discussion: A discussion ensued about the amount of the bid threshold and property sold by the City.

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

The motion passed 6-1.

ADJOURNMENT:

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

Voice Vote: Ayes – Wagner, Golding, Wouters, Janson, Sutton and Mayor Hoffman
Nays - Horn
In a voice vote, the motion passed 6-1.

There being no further business, the meeting adjourned at 6:40 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	December 15, 2025
SUBJECT:	Monthly Financial Reports for the Month of November 2025

BACKGROUND

Attached are the monthly financial reports for November 2025 as prepared by the Finance Department. These reports represent 2 months of activity, or 16.7% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the Month of November 2025

ATTACHMENTS

1. 2025-11 November Financials



SUMMARY BUDGET REPORT

November 30, 2025

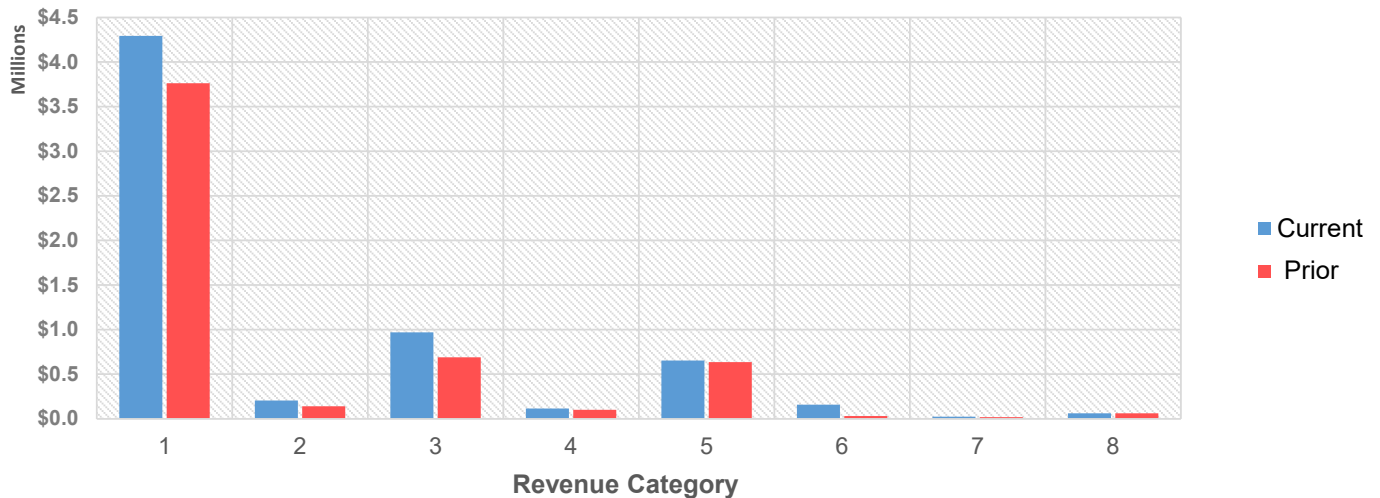
16.7% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	4,292,886	20.7%	3,762,959	19.3%	1.4%	529,927
2 Licenses & Permits	204,313	21.9%	140,597	17.1%	4.8%	63,716
3 Intergovernmental Revenue	968,925	18.4%	689,057	13.4%	5.0%	279,868
4 Charges for Services	115,685	14.1%	100,101	14.3%	-0.2%	15,584
5 Enterprise Contributions	652,673	16.7%	636,182	16.7%	0.0%	16,491
6 Miscellaneous Revenue	158,517	28.5%	30,547	7.4%	21.1%	127,969
7 Fines & Forfeitures	24,295	10.1%	17,801	8.2%	1.9%	6,494
8 Interfund Transfers	62,000	12.1%	62,000	12.1%	0.0%	-
Total Revenues	\$6,479,293	19.6%	\$5,439,244	17.5%	2.2%	\$1,040,049

Current Year vs. Prior Year



Discussion

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

- 1 Taxes revenue is higher than the prior year due largely to the rise in property values and the timing of distributions from the Tax Collector.
- 2 Permit revenues are higher because of an increase in construction activity compared to the same time in the prior year.
- 3 The increase in Intergovernmental revenues is largely attributable to the timing of the quarterly county distribution for beach cleanup.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

November 30, 2025

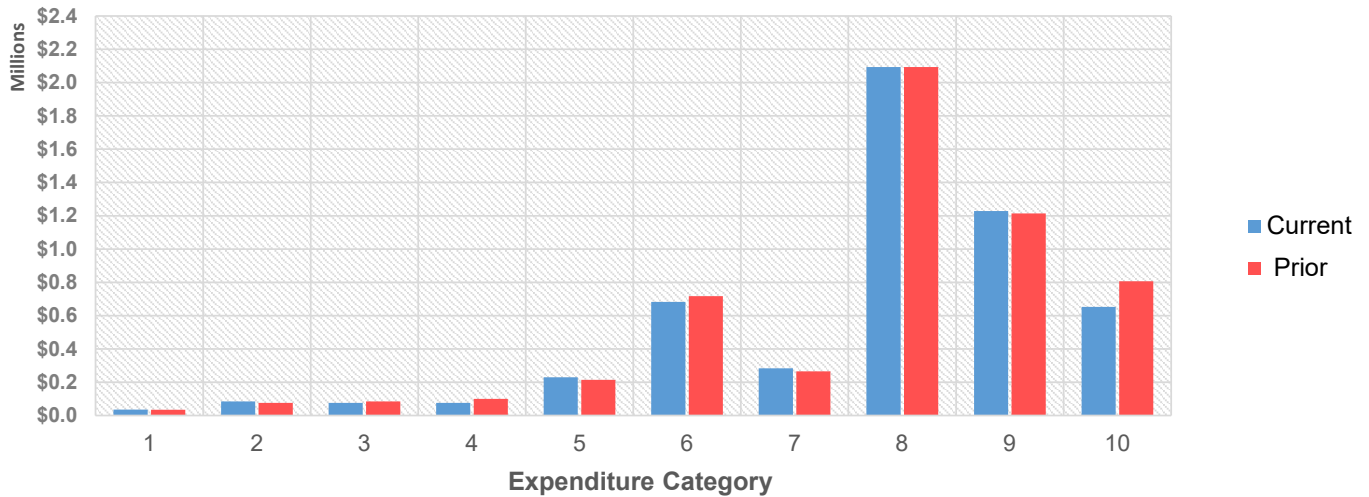
16.7% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	35,400	17.0%	34,796	17.0%	0.0%	604
2 City Attorney	84,861	12.6%	75,523	11.9%	0.6%	9,337
3 City Clerk	75,963	12.0%	84,220	14.5%	-2.5%	(8,256)
4 Building Maintenance	76,018	13.6%	100,049	18.7%	-5.2%	(24,031)
5 Planning and Development	229,885	12.5%	214,823	12.9%	-0.4%	15,062
6 Parks and Recreation	682,388	13.4%	717,535	15.5%	-2.2%	(35,147)
7 Public Works	283,436	12.6%	265,232	12.8%	-0.1%	18,205
8 Police	2,093,511	15.3%	2,093,847	17.3%	-2.0%	(336)
9 Fire Services	1,228,454	30.8%	1,214,042	30.8%	0.0%	14,412
10 Non-Departmental	652,366	15.0%	806,494	15.9%	-0.9%	(154,129)
Total Expenditures	5,442,283	16.3%	5,606,561	17.8%	-1.5%	(\$164,278)

Current Year vs. Prior Year



Discussion

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

9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2026 is the 7th of 10 annual payments to satisfy this obligation.

10 The decrease in non-departmental expenditures reflects the decrease in planned transfers to be used to pay for planned major capital improvements, replacements, or equipment purchases.



SUMMARY BUDGET REPORT

November 30, 2025

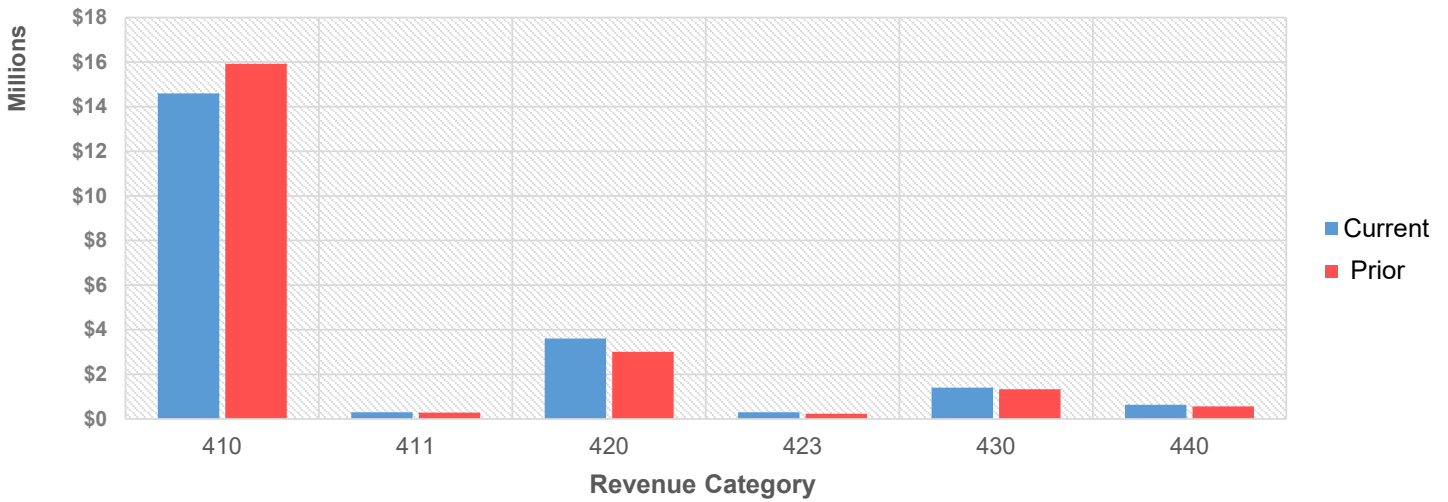
16.7% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	14,599,278	16.5%	15,922,320	17.0%	-0.5%	(1,323,041)
411 Natural Gas	298,483	12.9%	280,494	12.2%	0.6%	17,989
420 Water & Sewer	3,601,021	18.8%	3,007,955	16.6%	2.3%	593,066
423 Stormwater	292,506	7.4%	234,676	8.3%	-0.9%	57,830
430 Sanitation	1,402,046	17.8%	1,326,746	17.0%	0.8%	75,301
440 Golf Course	630,401	17.7%	558,499	16.4%	1.3%	71,901
Total Revenues	\$20,823,735	16.6%	\$21,330,689	16.6%	-0.1%	(\$506,954)

Current Year vs. Prior Year



Discussion

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

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



SUMMARY BUDGET REPORT

November 30, 2025

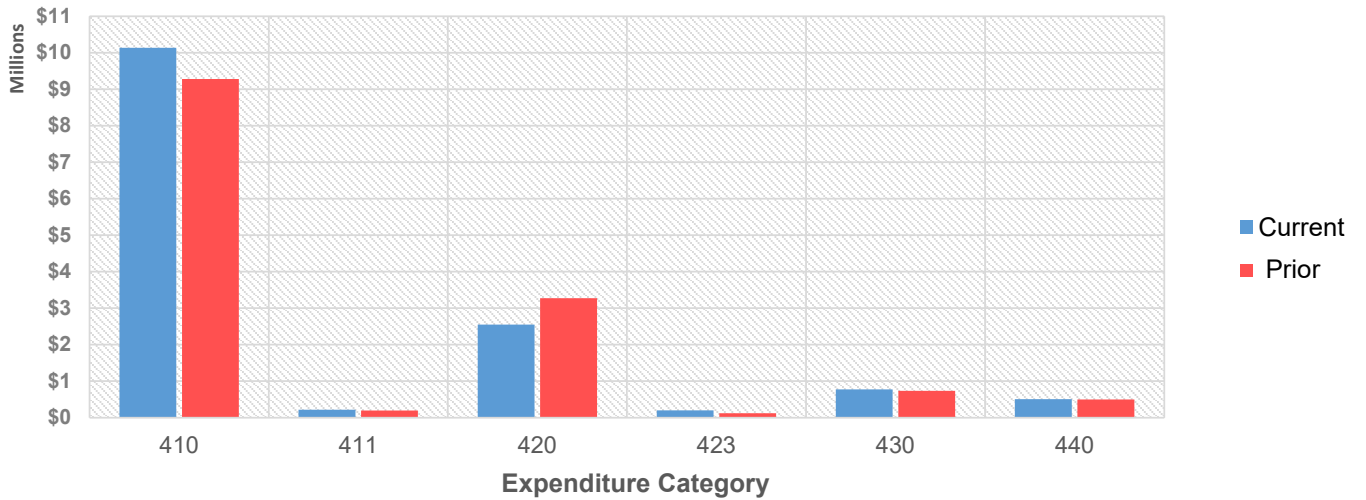
16.7% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	10,135,429	9.5%	9,279,644	8.7%	0.8%	855,786
411 Natural Gas	215,601	7.6%	195,383	7.6%	0.0%	20,219
420 Water & Sewer	2,549,049	7.1%	3,274,007	7.9%	-0.8%	(724,959)
423 Stormwater	201,350	2.3%	120,179	2.2%	0.1%	81,171
430 Sanitation	774,027	9.3%	734,106	8.8%	0.5%	39,922
440 Golf Course	506,187	11.0%	496,237	14.3%	-3.3%	9,950
Total Expenditures	\$14,381,643	8.6%	\$14,099,555	8.4%	0.2%	\$282,088

Current Year vs. Prior Year



Discussion

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

410 The increase in Electric expenditures reflects the timing of capital improvement projects.

420 The decrease in Water & Sewer expenditures reflects the timing of capital improvement projects.



SUMMARY BUDGET REPORT

November 30, 2025

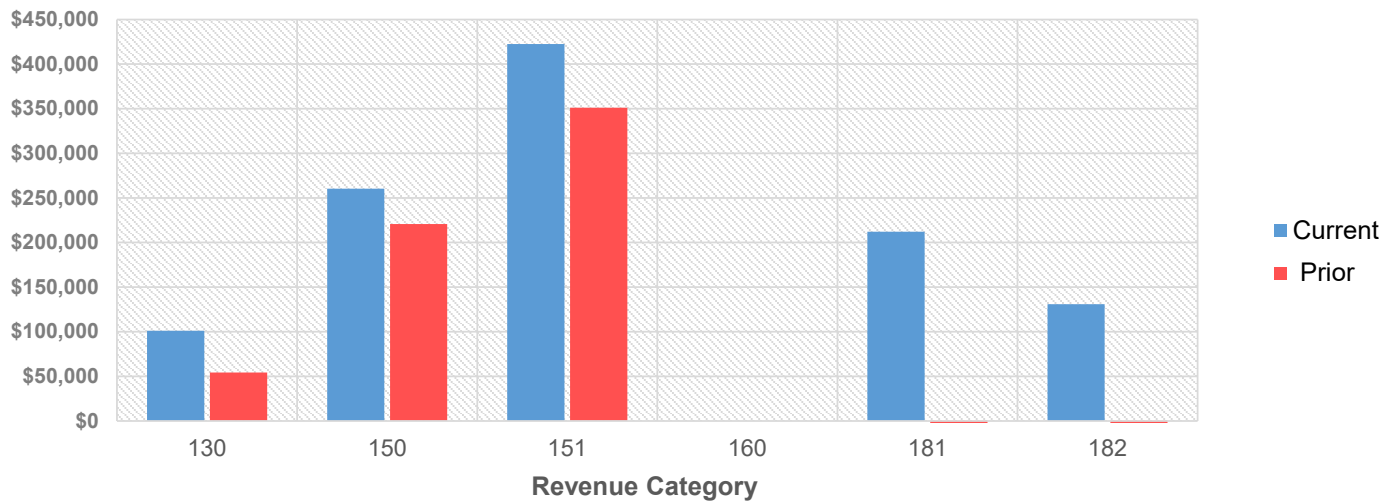
16.7% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	100,966	13.7%	54,196	6.7%	7.0%	46,770
150 Local Option Gas Tax	260,367	18.7%	220,647	15.8%	2.9%	39,720
151 Infrastructure Surtax	422,524	19.7%	351,077	16.7%	3.0%	71,447
160 Community Dev Blk Grant	-	0.0%	-	0.0%	0.0%	-
181 Downtown Increment Fund	212,112	1.8%	(3,374)	0.0%	1.9%	215,486
182 Southend Increment Fund	130,903	3.7%	(6,354)	-0.2%	3.9%	137,257
Total Revenues	\$1,126,872	5.7%	\$616,193	3.3%	2.5%	\$510,679

Current Year vs. Prior Year



Discussion

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

181/ The annual tax increment distributions for both the Downtown and Southend districts will be received in December.

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SUMMARY BUDGET REPORT

November 30, 2025

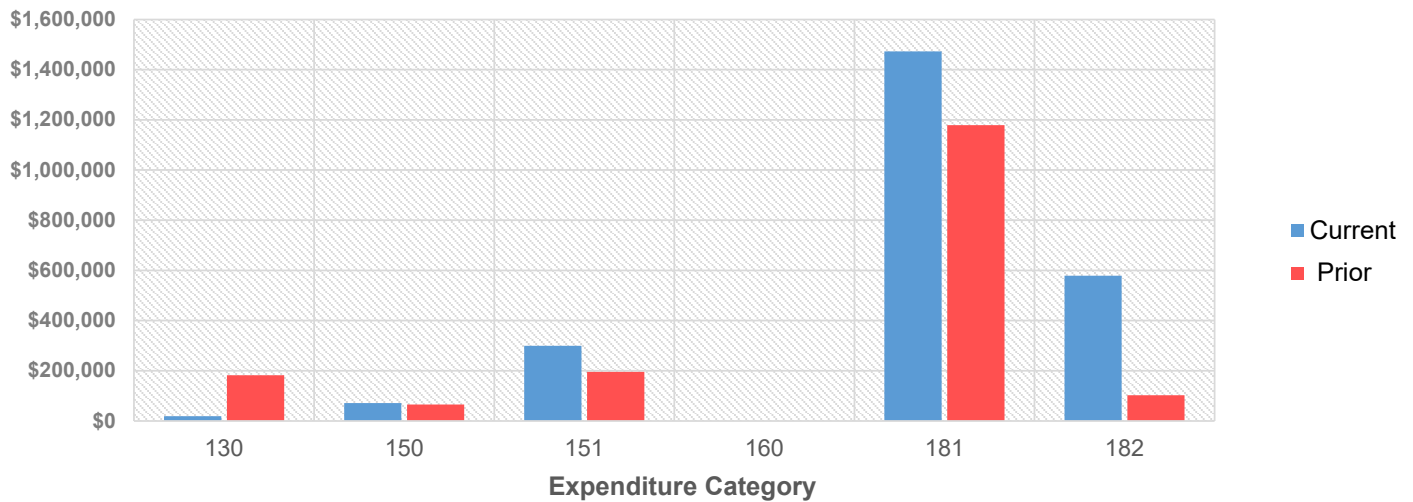
16.7% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	18,957	2.6%	181,806	20.5%	-17.9%	(162,849)
150 Local Option Gas Tax	71,157	5.0%	65,168	5.2%	-0.3%	5,989
151 Infrastructure Surtax	299,582	3.0%	195,195	1.2%	1.7%	104,388
160 Community Dev Blk Grant	-	0.0%	-	0.0%	0.0%	-
181 Downtown Increment Fund	1,472,865	6.6%	1,179,119	3.6%	3.0%	293,745
182 Southend Increment Fund	578,528	5.1%	102,454	3.0%	2.1%	476,074
Total Expenditures	\$2,441,090	5.3%	\$1,723,743	3.2%	2.1%	\$717,347

Current Year vs. Prior Year



Discussion

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

130 The decrease in Convention Development expenditures reflects the timing of capital projects in the prior year.

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

181 The increase in Downtown Increment fund expenditures is largely attributable to the timing of capital projects.

182 The increase in Southend Increment fund expenditures is largely attributable to the timing of capital projects.



SUMMARY BUDGET REPORT

November 30, 2025

16.7% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	33,033,348	5,520,642	6,479,293	958,651
130 Convention Development Tax	737,000	123,170	100,966	(22,204)
150 Local Option Gas Tax	1,390,338	232,358	260,367	28,009
151 Infrastructure Surtax	2,142,243	358,019	422,524	64,505
160 Community Dev. Blk. Grant	140,855	23,540	-	(23,540)
181 Downtown Increment Fund	11,609,411	1,940,203	212,112	(1,728,091)
182 Southend Increment Fund	3,578,842	598,108	130,903	(467,205)
410 Electric Utility	88,699,687	14,823,783	14,599,278	(224,505)
411 Natural Gas Utility	2,319,343	387,616	298,483	(89,133)
420 Water & Sewer Utility	19,126,825	3,196,538	3,601,021	404,483
423 Storm Water Management	3,942,823	658,938	292,506	(366,431)
430 Sanitation Fund	7,898,505	1,320,024	1,402,046	82,022
440 Golf Course Fund	3,563,656	595,570	630,401	34,831
460 Leased Facilities Fund	842,436	140,791	152,848	12,057
500 Internal Service Funds	22,264,123	3,720,853	3,676,309	(44,544)
Total Revenues	\$201,289,435	\$33,640,152	\$32,259,056	(\$1,381,096)

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	33,299,373	5,565,101	5,442,283	122,818
130 Convention Development Tax	743,088	124,187	18,957	105,230
150 Local Option Gas Tax	1,436,286	240,037	71,157	168,880
151 Infrastructure Surtax	10,146,225	1,695,671	299,582	1,396,088
160 Community Dev. Blk. Grant	142,000	23,732	-	23,732
181 Downtown Increment Fund	22,399,419	3,743,465	1,472,865	2,270,600
182 Southend Increment Fund	11,404,204	1,905,908	578,528	1,327,380
410 Electric Utility	106,744,335	17,839,464	10,135,429	7,704,035
411 Natural Gas Utility	2,832,406	473,361	215,601	257,760
420 Water & Sewer Utility	35,679,254	5,962,834	2,549,049	3,413,786
423 Storm Water Management	8,944,957	1,494,911	201,350	1,293,561
430 Sanitation Fund	8,335,670	1,393,085	774,027	619,057
440 Golf Course Fund	4,612,021	770,776	506,187	264,589
460 Leased Facilities Fund	1,042,115	174,162	288,852	(114,690)
500 Internal Service Funds	22,277,795	3,723,138	3,318,355	404,784
Total Expenditures	\$270,039,148	\$45,129,830	\$25,872,222	\$19,257,608

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	1,037,010	1,081,469
130 Convention Development Tax	82,009	83,026
150 Local Option Gas Tax	189,210	196,889
151 Infrastructure Surtax	122,942	1,460,594
160 Community Dev. Blk. Grant	-	191
181 Downtown Increment Fund	(1,260,753)	542,509
182 Southend Increment Fund	(447,626)	860,174
410 Electric Utility	4,463,849	7,479,530
411 Natural Gas Utility	82,882	168,626
420 Water & Sewer Utility	1,051,972	3,818,268
423 Storm Water Management	91,157	927,130
430 Sanitation Fund	628,019	701,079
440 Golf Course Fund	124,214	299,420
460 Leased Facilities Fund	(136,004)	(102,633)
500 Internal Service Funds	357,954	360,239
Total	6,386,834	\$17,876,512



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

November 30, 2025

Type of Investment	10/1/2025 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	11/30/2025 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	52,930,891	226,046	52,556	212,519	(26,010)	465,111	0	53,396,003	0.17%
Galliard Capital Management	61,188,900	423,706	49,012	39,252	(29,499)	482,471	-	61,671,372	0.17%
Garcia Hamilton & Associates	61,082,122	353,221	91,563	118,245	(29,543)	533,486	(0)	61,615,608	0.19%
State Pooled Investment Fund	37,628,473	265,743	-	-	-	265,743	(0)	37,894,216	0.09%
Florida Trust	38,999,300	271,494	-	-	-	271,494	(0)	39,270,793	0.10%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	14,422,171	63,714	-	-	-	63,714	0	14,485,885	0.02%
Operating Cash: Bank of America	14,863,341	69,793	-	-	(30,775)	39,018	(921,326)	13,981,033	0.01%
Petty Cash / Change Funds	4,325	-	-	-	-	-	-	4,325	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	281,119,525	1,673,716	193,131	370,016	(115,827)	2,121,036	(921,326)	282,319,235	0.76%
Pension: Salem Mutual Fund	96,563,357	220,319	-	1,321,306	-	1,541,625	20	98,105,002	1.12%
Pension: Sawgrass Asset Mgt	36,436,763	257,961	107,412	124,191	(29,946)	459,617	(0)	36,896,380	0.33%
Pension: Wells Capital	19	0	-	-	-	0	(20)	0	0.00%
Pension: JPMCB - Strategic Property Fund	4,963,013	-	-	(343,768)	-	(343,768)	(0)	4,619,245	-0.23%
TOTAL PENSION INVESTMENTS	137,963,153	478,280	107,412	1,101,728	(29,946)	1,657,474	0	139,620,627	1.20%
TOTAL CASH AND INVESTMENTS	\$419,082,678	\$2,151,996	\$300,543	\$1,471,745	(\$145,773)	\$3,778,510	(\$921,326)	\$421,939,862	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	December 15, 2025
SUBJECT:	North Beach Townhomes - Public Infrastructure Acceptance

BACKGROUND

The developer, Chad Development, LLC., installed public infrastructure as shown below to support the North Beach Townhomes development. This development is bordered by 1st Avenue North and 2nd Avenue North between 9th and 10th Streets North (see attached as-built drawings).

Public Infrastructure Dedicated to the City for Maintenance			
Description	Value	Location	Responsibility
Potable Water Distribution System (6" diameter PVC pipe, 3 valves, 35 services, 34 fire services, etc.)	\$121,616.02	right-of-way and easement	Public Works
Sanitary Sewer Collection System (8" diameter PVC pipe, 5 manholes, 34 sewer services, etc.)	\$174,106.28	right-of-way	Public Works
Stormwater Collection System (12" diameter PVC pipe, 15" PVC pipe, 10" & 14" RCP, 12 inlets, etc.)	\$156,357.28	right-of-way	Public Works
Roadway Improvements / Site work (asphalt pavement, curb & gutter, ROW parking, concrete sidewalk, striping/signage, and urban trail, etc.)	\$156,518.85	right-of-way and easement	Public Works
Electric Improvements (5 transformer pads and 2,255 ft. of 3" conduit)	\$51,200.00	right-of-way and easement	Beaches Energy Services
TOTAL:	\$659,798.43		

The water and sewer infrastructure was tested, received Department of Environmental Protection (FDEP) clearance, and has been placed into operation. Chuck Kennedy, the engineer, certified the work based on testing results and as-built drawings, and certified the work's value. The engineer record of completed public infrastructure improvements and letter certifying compliance with substantial compliance with civil engineering plans is attached. Chad Development, LLC, has provided a one-year warranty bond for the public infrastructure.

The public infrastructure required and provided for the development, and now proposed for



acceptance by the City, has been verified by staff to have been installed consistent with the approved plans.

FINANCIAL IMPACT

The City will be responsible for the ongoing maintenance of the accepted infrastructure.

REQUESTED ACTION

Accept/Reject North Beach Townhomes Public Infrastructure Improvements

ATTACHMENTS

1. Closout Docs ALL 10.21.2025
2. North Beach Townhomes_Warranty Letter_10.27.25
3. Warranty Bond_North Beach Townhomes



KENNEDY CIVIL SERVICES

September 18, 2025

City of Jacksonville Beach
Public Works Department
Attn: Dennis Barron, P.E.
1460-A Shetter Ave
Jacksonville Beach, FL 32250

Re: **North Beach Townhomes
Closeout Phase 2 Documents
KCS Proj. No. 23-009**

Received By

SEP 19 2025

Mr. Barron:

The Public Works Department

Enclosed please find the following items for your review:

1. SJRWMD As-Built Certification(1 copy) ✓
2. Engineer's Certifications for water and sewer mains (1 copy) ✓
3. FDEP Clearance Forms for water and sewer mains ✓
4. Storm Sewer TV report ✓
5. Sanitary Sewer TV report ✓
6. Signed and Sealed as-built drawings for water, sewer, stormwater and roadways (2 Copies) ✓
7. CAD and Pdf files of the as-builts ✓
8. Engineer's Certification letter ✓
9. Draft Warranty letter form Contractor ✓
10. Dedication Letter ✓
11. Recorded Plat ✓

Thank you for your time and assistance with this project. Feel free to contact me at your convenience should the city require additional information at this time.

Sincerely,
Kennedy Civil Services, Inc.

Charles E. Kennedy, P.E.
President



Florida Department of Environmental Protection

Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System

Part I – Instructions

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission system projects required to obtain a construction permit...
(2) Newly constructed or modified collection/transmission facilities shall not be placed into operation for any purpose other than testing for leaks or testing equipment operation until:
(3) All information shall be typed or printed in ink, and all blanks must be filled.

Part II – Project Documentation

(1) Collection/Transmission System Permittee

Name Michael Balanky Title Manager
Company Name Chad Development, LLC
Address 1478 Riverplace Boulevard, Ste 107
City Jacksonville State FL Zip 32207
Telephone 904-923-7065 Cell Phone Fax
Email cbalanky@chaseproperties.com

(2) General Project Information

Project Name North Beach Townhomes
Construction Permit No. 0011825-101-DWC Dated October 4, 2024

Is the entire project included under the collection/transmission system permit substantially complete? [X] Yes [] No
If no, then:

- Attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.
Also, describe the portion of the project for which approval is being requested (including pipe length, total number of manholes and total number of pump stations). Attach additional pages if necessary.

entire project

Expected date of connection to existing system or Treatment plant 12/1/2024

If connection will be to an existing, intermediate satellite collection system, provide the satellite system identification number (if known): FLSS# _____

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project City of Jacksonville Beach

County Duval City Jacksonville Beach

DEP facility permit number FL 0020231

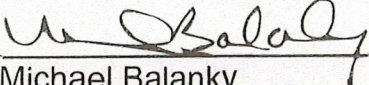
Will the treatment plant be the owner and/or operator of this completed collection system project, i.e. will this collection system be under the control of the treatment facility after it is placed into operation? Yes No

Part III – Certifications

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative* of Chad Development, LLC certify that the engineer has provided us a copy of the record drawings for this project and if there is not already an existing applicable operation and maintenance (O&M) manual, one has been prepared for the new or modified facilities. The operation and maintenance manual includes an emergency response plan that specifically addresses cybersecurity, surface water monitoring, and hurricane/severe storm preparedness and response that will be evaluated and updated annually.

Also, I certify that, if we will not be the owner of this project after it is placed into service, we have provided a copy of the above mentioned record drawings and a copy of the above mentioned O&M manual, if applicable, to the person or system that will be the owner of this project after it is placed into service.

Signed  Date 11/6/24
Name Michael Balanky Title Manager

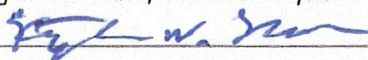
* Attach a letter of authorization.

(2) Owner of Collection/Transmission System After it is Placed into Service

I, the undersigned owner or authorized representative* of City of Jacksonville Beach certify that we accept the project or portion of the project (as described below**) as constructed and will be the owner of this project after it is placed into service. I certify that we agree to:

- operate and maintain the facilities to function as intended, minimize infiltration and inflow, and prevent sanitary sewer overflows;
- provide uninterrupted service and emergency pumping capability as required by Chapter 62-604, F.A.C.;
- operate the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules;
- report any abnormal events, including all sanitary sewer overflows and other unauthorized releases or spoils of wastewater, in accordance with Rule 62-604.550, F.A.C.;
- promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system;
- take corrective action if infiltration, inflow, or leakage becomes excessive;
- evaluate and update the emergency response plan (part of the operation and maintenance manual) annually;
- evaluate the cause of any spills, unauthorized releases, or sanitary sewer overflows and evaluate potential corrective actions;
- for spills, unauthorized releases, or sanitary sewer overflows caused by rain or wet weather, take corrective action to prevent future spills, releases, or overflows, or demonstrate inflow and infiltration for the system are not excessive; and,
- If this is a satellite collection system, take corrective action to reduce excessive inflow and infiltration that causes or contributes to sanitary sewer overflows in the receiving collection system.

I certify I have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system.

Signed  Date 11/15/24

Name Kayle Moore, P.E. Title City Engineer
 Company Name City of Jacksonville Beach
 Address 1460-A Shetter Ave
 City Jacksonville Beach State FL Zip 32250
 Telephone 904-270-6213 Cell _____ Email kmoore@jaxbchfl.net

**Attach a letter of authorization.*

****Description of the specific portion of the project to be owned:**

Entire

Second Owner of Collection/Transmission System After it is Placed into Service (if applicable)

I, the undersigned owner or authorized representative* of _____ certify that we accept the project or specified portion of the project (as described below**) as constructed and will be the owner of this project after it is placed into service. I certify that we agree to:

- operate and maintain the facilities to function as intended, minimize infiltration and inflow, and prevent sanitary sewer overflows;
- provide uninterrupted service and emergency pumping capability as required by Chapter 62-604, F.A.C.;
- operate the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules;
- report any abnormal events, including all sanitary sewer overflows and other unauthorized releases or spoils of wastewater, in accordance with Rule 62-604.550, F.A.C.;
- promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system;
- take corrective action if infiltration, inflow, or leakage becomes excessive;
- evaluate and update the emergency response plan (part of the operation and maintenance manual) annually;
- evaluate the cause of any spills, unauthorized releases, or sanitary sewer overflows and evaluate potential corrective actions;
- for spills, unauthorized releases, or sanitary sewer overflows caused by rain or wet weather, take corrective action to prevent future spills, releases, or overflows, or demonstrate inflow and infiltration for the system are not excessive; and,
- If this is a satellite collection system, take corrective action to reduce excessive inflow and infiltration that causes or contributes to sanitary sewer overflows in the receiving collection system.

I certify I have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system.

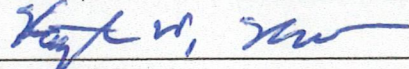
Signed _____ Date _____
 Name _____ Title _____
 Company Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____ Cell _____ Email _____

**Attach a letter of authorization.*

**Description of the specific portion of the project to be owned:

(3) Wastewater Facility Serving Collection/Transmission System

I, the undersigned owner or authorized representative* of the City of Jacksonville Beach wastewater facility hereby certify that the above referenced facility has adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules. Also, I certify that any connections associated with this project to the above referenced facility, which we operate and maintain, have been completed to our satisfaction and we have received a copy of the record drawings for this project.

Signed  Date 11/15/24
Name Kayle Moore Title City Engineer
Address 1460-A Shetter Ave
City Jacksonville Beach State FL Zip 32250
Telephone 904-270-6213 Cell _____ Fax _____
Email kmoore@jaxbchfl.net

*Attach a letter of authorization.

(4) Professional Engineer Registered in Florida

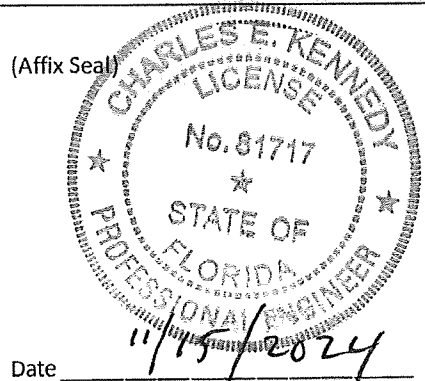
I, the undersigned professional engineer registered in Florida, certify the following:

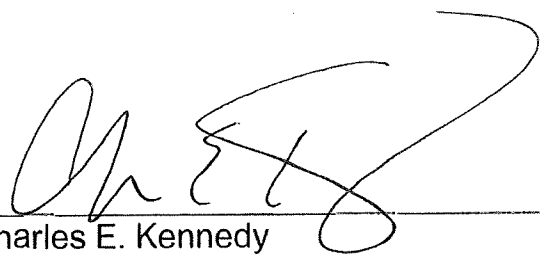
- that this project has been constructed in accordance with the construction permit and engineering plans and specifications or that, to the best of my knowledge and belief, any deviations from the construction permit and engineering plans and specifications will not prevent this project from functioning in compliance with Chapter 62-604, F.A.C.;
- that the record drawings for this project are adequate and include substantial deviations** from the construction permit and engineering plans and specifications;
- that a copy of the record drawings has been provided to the permittee and to the wastewater treatment facility serving the collection/transmission system;
- that the O&M manual for this project has been prepared or examined by me, or by an individual(s) under my direct supervision, includes an emergency response plan that addresses cyber security, surface water monitoring, and hurricane and severe storm preparedness and response, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended; and
- that, to the best of my knowledge and belief, appropriate leakage tests have been performed and the new or modified facilities met the specified requirements.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative under my direct supervision.

The following is a description and explanation of substantial deviations (i.e. construction deviations greater than 10% from plans and specifications and any deviations which fall below minimum standards established in Rule 62-604, F.A.C.) from the construction permit and engineering plans and specifications for the substantially completed portion of this project. (Attach additional sheets if necessary.)

none



Signed  Date 11/15/2024
Name Charles E. Kennedy Florida Registration No. 81717
Company Name Kennedy Civil Services, Inc
Address 3731 Eagle Ridge Dr
City Jacksonville State FL Zip 32224
Telephone 904-683-1748 Cell 904-233-9065 Fax _____
Email chuck@kennedycivilservices.com
Portion of the project for which responsible: Entire



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: North Beach Townhomes

B. Department of Environmental Protection (DEP) Construction Permit
 Permit Number: 0128730-156 Date Permit Was Issued: 05/23/2023

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested
 Entire Project
 Following Portion of Project: _____

D. Permittee
 PWS/Company Name: Chad Development, LLC PWS Identification Number: *
 PWS Type: * Community Non-Transient Non-Community Transient Non-Community Consecutive
 Contact Person: Michael Balanky Contact Person's Title: Manager
 Contact Person's Mailing Address: 1478 Riverplace Blvd. Suite 107
 City: Jacksonville State: FL Zip Code: 32207
 Contact Person's Telephone Number: 904-923-7065 Contact Person's Fax Number:
 Contact Person's E-Mail Address: cbalanky@chaseproperties.com

* This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project
 PWS Name: City of Jacksonville Beach PWS Identification Number: 2160563
 PWS Type: Community Non-Transient Non-Community Transient Non-Community Consecutive
 PWS Owner: City of Jacksonville Beach
 Contact Person: Kayle Moore, P.E. Contact Person's Title: City Engineer
 Contact Person's Mailing Address: 1460-A Shetter Ave
 City: Jacksonville Beach State: FL Zip Code: 32250
 Contact Person's Telephone Number: (904) 270-6213 Contact Person's Fax Number: (904) 247-6117
 Contact Person's E-Mail Address: kmoore@jaxbchfl.net

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation
 PWS Name: City of Jacksonville Beach PWS Identification Number: * 2160563
 PWS Type: * Community Non-Transient Non-Community Transient Non-Community Consecutive
 PWS Owner: City Of Jacksonville Beach
 Contact Person: Kayle Moore, P.E. Contact Person's Title: City Engineer
 Contact Person's Mailing Address: 1460-A Shetter Ave
 City: Jacksonville Beach State: FL Zip Code: 32250
 Contact Person's Telephone Number: (904) 270-6213 Contact Person's Fax Number: (904) 247-6117
 Contact Person's E-Mail Address: kmoore@jaxbchfl.net

* This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*
 Company Name: Kennedy Civil Services, Inc.
 Engineer: Charles E. Kennedy, P.E. Engineer's Florida License Number: 81717
 Engineer's Title: Professional Engineer
 Engineer's Mailing Address: 3731 Eagle Ridge Drive
 City: Jacksonville State: FL Zip Code: 32224
 Engineer's Telephone Number: 904-683-1748 Engineer's Fax Number:
 Engineer's E-Mail Address: chuck@kennedycivilservices.com

* This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0128730-153-DSGP

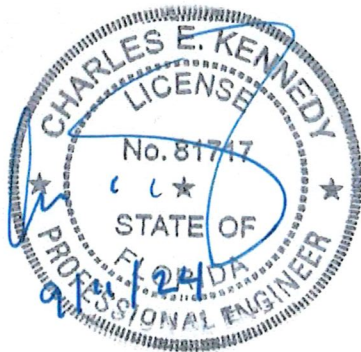
Substantially Complete Portion of Project if Other than Entire Project: Entire Project

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project:

None

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.



Charles E. Kennedy, P.E.

P.E. No. 81717

Signature, Seal, and Date of Professional Engineer or
Signature and Date of Authorized Representative of
Permittee*

Printed or Typed Name

License Number of Professional
Engineer or Title of Authorized
Representative of Permittee*

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.*

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0128730-153-DSGP

Substantially Complete Portion of Project if Other than Entire Project: Entire Project

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
- the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: 1460-A Shetter Ave / Jacksonville Beach, FL 32250

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

Michael Balanky 9/11/24 Michael Balanky Manager
Signature and Date Printed or Typed Name Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

Kayle Moore 9/23/24 Kayle Moore, P.E. City Engineer
Signature and Date Printed or Typed Name Title

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
- said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings are available for review at the following location: 1460 Shetter Ave, Jacksonville Beach, FL 32250

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

Kayle Moore 9/23/24 Kayle Moore, P.E. City Engineer
Signature and Date Printed or Typed Name Title

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

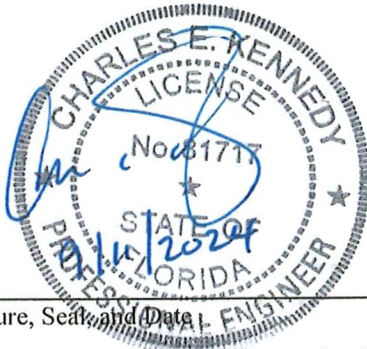
DEP Construction Permit Number: 0128730-153-DSGP

Substantially Complete Portion of Project if Other than Entire Project: Entire Project

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.



Signature, Seal, and Date

Charles E. Kennedy, P.E.

Printed or Typed Name

P.E. No. 81717

License Number

** Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.*

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT. **DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.**



FLORIDA DEPARTMENT OF Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 22, 2024

Mr. Michael Balanky, Manager
Chad Development, LLC
1478 Riverplace Boulevard, Suite 107
Jacksonville, Florida 32207
cbalanky@chaseproperties.com

**Duval County – Wastewater Permitting
North Beach Townhomes Transfer**

Permit No. 0011825-101-DWC, Issued on: November 21, 2024

Log # 4620 and 4764

Address: 115 11th Street North, 1010 2nd Avenue North, and 1005 1st Avenue North (RE# 177305-0010, 177306-0000, and 177307-0000)

Final Clearance

Dear Mr. Balanky:

This acknowledges receipt of form 62-604.300(3)(b), *Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System*, on November 22, 2024 for the above referenced permit.

Based on the submitted certification, we are clearing this project for service. This is a Final clearance for this permit.

If you have any questions concerning this letter, please contact me at (904) 255-7164 or by email at jemery@coj.net. Your continued cooperation in our wastewater program is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Joseph C. Emery".

Joseph Emery, P.E.
Environmental Quality Division, COJ

c:
Charles Kennedy, P.E., chuck@kennedycivilservices.com
Dennis Barron, Jr. dbarron@jaxbchfl.net
DEP: Dung Vo, P.E., Stephen Spence, Lydia Joyner



KENNEDY CIVIL SERVICES

September 10, 2024

Public Works Department
City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250

Attn: Kayle Moore, P.E.

Re: **Engineer Certification Letter for Acceptance of Public Infrastructure Improvements for North Beach Townhomes, Jacksonville Beach, FL**

Dear Mr. Moore:

We hereby request approval by the City of Jacksonville Beach Department of Public Works for a warranty bond in the amount of **\$659,798.43** for the potable water system, sanitary sewer system, storm sewer system (within the right-of-way only), electrical system, sidewalks, public parking area, and roadway improvements within the 10th St. N., 11th St. N., 1st Ave. N., and 2nd Ave. N. rights-of-way. The right of way improvements include: the asphalt resurfacing and installation of ribbon curb (north side of 1st Ave N.), Miami curb & gutter (10th St. N.), and standard curb (2nd Ave. N.), sidewalks in 2nd Ave. N. and 10th St. N., and concrete public parking in 2nd Ave. N. All other improvements are on private property.

These improvements are all located within the public rights-of-way of 1st Ave. N., 2nd Ave. N., 10th St. N., and 11th St. N. and utility easements (potable water, sanitary sewer, and electrical). We have made several site inspections of the project and have found it to be in substantial compliance with the approved engineering plans on file with the Department of Public Works. To the best of my knowledge and belief, the schedule of values listed below is an adequate representation of the improvements to be conveyed to the City of Jacksonville Beach.

The attached Estimated Value of Improvements for Acceptance for the infrastructure is based, on the project schedule of values from Atlantic Site and Marine Construction and Adkins Electric, Inc. Please refer to the attached worksheet for a detailed breakdown of the values.

<u>Work Items</u>	<u>Completed Value</u>
1. Potable Water System	\$ 121,616.02
2. Sanitary Sewer System	\$ 174,106.28
3. Storm Water System	\$ 156,357.28
4. Electrical	\$ 51,200.00
<u>5. Rights-of-way</u>	<u>\$ 156,518.85</u>
Total	\$ 659,798.43

Thank you for your assistance and should you require any additional information please do not hesitate to contact me at (904) 683-1748.

Sincerely,
Kennedy Civil Services, Inc.

Charles E. Kennedy, P.E.
President

Cc: Chase Balanky
Will English

CHAD DEVELOPMENT
1478 RIVERPLACE BLVD., STE 107
JACKSONVILLE, FL 32207

September 16, 2025

Public Works Department
City of Jacksonville Beach
11North 3rd Street
Jacksonville Beach, FL 32250

ATTN: Kayle Moore, P.E.

RE: Dedication of Public Infrastructure Improvements to the City of Jacksonville Beach

Chad Development, LLC. hereby dedicates to the city of Jacksonville Beach and requests that the City of Jacksonville Beach accept this public infrastructure for maintenance. The public infrastructure for the North Beach Townhomes project consists of the following items:

- Potable water system improvements in 1st Ave N., 11th St N. and N. Beach Way
- Gravity sanitary sewer system improvements in 1st Ave. N., 10th St N., and N. Beach Way
- Drainage system improvements within 2nd Ave. N., 10th St. N., and 1st Ave. N.
- Sidewalk and public parking improvements in 2nd Ave. N.
- Sidewalk Improvements in 10th St. N.

Onsite stormwater piping and retention facilities will be owned and maintained by the North Beach Townhomes Homeowners Association. Please see the attached schedule of values for more information.

Sincerely,

Michael Balanky

CHAD Development, LLC
Michael Balanky, Managing Member

NORTH BEACH TOWNHOMES

PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

CAPTION

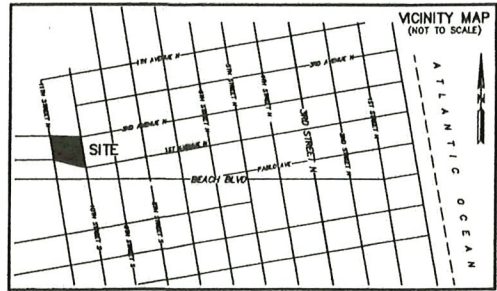
PARCEL NO. 1:
A PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 18 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°05' WEST, ALONG AN EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY, A DISTANCE OF 50.69 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY; THENCE CONTINUE SOUTH 88°05' WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH, A DISTANCE OF 55.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05' WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH, A DISTANCE OF 96.70 FEET; THENCE SOUTH 11°18' EAST PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH, A DISTANCE OF 114.72 FEET; THENCE SOUTH 87°25'32" EAST, A DISTANCE OF 78.24 FEET; THENCE NORTH 01°55' WEST A DISTANCE OF 119.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,122 SQUARE FEET AND/OR 0.23± ACRES, MORE OR LESS.
PARCEL NO. 2:
A PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 18 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°05' WEST, ALONG AN EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY, A DISTANCE OF 50.69 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05' WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF (2ND) AVENUE NORTH, A DISTANCE OF 55.37 FEET; THENCE SOUTH 01°55' EAST A DISTANCE OF 119.31 FEET; THENCE SOUTH 87°25'32" EAST A DISTANCE OF 78.35 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH; THENCE NORTH 11°18' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 127.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,985 SQUARE FEET AND/OR 0.18± ACRES, MORE OR LESS.
TOGETHER WITH:
PARCEL "A":
CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CORPORATE LIMITS OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 18, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST BY AND ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 50.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 10TH STREET, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 11°18'00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 11°18'00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.81 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A RIGHT-OF-WAY VARIED WIDTH AS NOW ESTABLISHED; THENCE NORTH 83°18'00" WEST BY AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.81 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4507, PAGE 452, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 11°18'00" WEST BY AND ALONG SAID EASTERLY BOUNDARY AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET, A DISTANCE OF 114.92 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3721, PAGE 492 (EX) AND OPTIONAL RECORDS VOLUME 5567, PAGE 998 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87°25'32" EAST BY AND ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 154.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET AND THE POINT OF BEGINNING.

ALSO TOGETHER WITH:
PARCEL "B":
A PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH (FORMERLY HILLARD AVENUE) AS NOW ESTABLISHED AS AN 80 FOOT RIGHT-OF-WAY, SAID EAST LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 11TH STREET, AS NOW ESTABLISHED AS A 40 FOOT RIGHT-OF-WAY; THENCE RUN S. 9°57' E. ALONG SAID EAST LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 208.66 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, AS NOW ESTABLISHED; THENCE RUN S. 83°23' E. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A DISTANCE OF 123.88 FEET; THENCE RUN N. 11°18' W., A DISTANCE OF 228.44 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH; THENCE RUN S. 88°05' W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 113.10 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY DESCRIBED IN GR BOOK 4507, PAGE 452 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCELS OF LAND TOGETHER BEING MORE FULLY DESCRIBED AS FOLLOWS (OVERALL DESCRIPTION):
BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH (BEING AN 80 FOOT WIDE PUBLIC RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF TENTH STREET NORTH (BEING A 50 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE SOUTH 11°15'25" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 126.79 FEET; THENCE CONTINUE SOUTH 11°31'07" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 126.42 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH (BEING A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE NORTH 83°15'38" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 157.84 FEET; THENCE CONTINUE NORTH 83°24'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 123.91 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF 11TH STREET NORTH, BEING A 40 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE NORTH 09°19'10" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 208.79 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE NORTH 88°02'54" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 113.03 FEET; THENCE CONTINUE NORTH 88°05'07" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 152.14 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAIN 1.41 ACRES, MORE OR LESS.



ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT DFL LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND CHAD DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ARE THE OWNERS OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS NORTH BEACH TOWNHOMES, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS TRUE AND CORRECT PLAT OF THOSE LANDS.

THE EASEMENT DESIGNATED AS 23' INGRESS AND EGRESS EASEMENT (NORTH BEACH WAY) IS HEREBY IRREVOCABLY DEDICATED TO THE NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS AND TO FUTURE LOT OWNERS OF LOTS 1 THROUGH 22 (INCLUSIVE) AS SHOWN ON THIS PLAT FOR THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES AND LANES CONSTRUCTED WITHIN SAID EASEMENT, NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT.

THE EASEMENT DESIGNATED AS 23' PUBLIC UTILITY EASEMENT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND PUBLIC UTILITY SYSTEMS. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES AND LANES FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND UTILITY SYSTEMS.

THE EASEMENTS DESIGNATED AS 10' B.E.S. EASEMENT ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES, LANES AND ELECTRIC EASEMENTS DEPICTED OR DESIGNATED BY THIS PLAT FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. ALL LOTS ARE SUBJECT TO AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, AND APPURTENANCES OVER, UNDER, ACROSS, AND ALONG A MINIMUM OF TEN (10) FEET IN WIDTH, STRIP OF LAND PARALLEL AND CONCENTRIC WITH THE ROAD RIGHTS OF WAY (DENOTED AS 10' B.E.S. EASEMENT), THE AFORESAID 10' B.E.S. EASEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- 1. NO UTILITIES OTHER THAN BEACHES ENERGY SERVICES SHALL BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.
- 2. ELECTRIC EASEMENTS DEDICATED TO BEACHES ENERGY SERVICES AND WHERE EQUIPMENT, FACILITIES AND APPURTENANCES ARE PLACED SHALL REMAIN TOTALLY UNOBSTRUCTED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND SPECIFICATIONS FOR EQUIPMENT CLEARANCES FROM SHRUBS, TREES, PLANTS, FENCES, AND OTHER OBJECTS.
- 3. CONSTRUCTION OR INSTALLATION OF ANY PAVING, LANDSCAPING, FENCING, OR IMPROVEMENTS PLACED IN, ON, ABOVE, OR UNDER THE EASEMENT IS SUBJECT TO THE BEACHES ENERGY SERVICES RIGHT OF INGRESS, EGRESS, MAINTENANCE, USE, AND CONSTRUCTION. ANY INSTALLATION IS SUBJECT TO REMOVAL BY BEACHES ENERGY SERVICES, WITHOUT PRIOR NOTICE, IN ORDER TO CONDUCT ANY WORK ASSOCIATED WITH THE EASEMENT AND UTILITY. REPLACEMENT OR RESTORATION OF THE INSTALLATION SHALL BE AT THE EXPENSE OF THE LOT OWNER.

TRACT "A" (ACCESS, UTILITIES, DRAINAGE AND MAINTENANCE) IS HEREBY DEDICATED TO NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS AND ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT.

IN WITNESS WHEREOF, OWNER HAS EXECUTED THIS PLAT ON THE 18th DAY OF July, 2024.

DFL LAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY
WITNESS: *[Signature]*
James Gomez
DFL LAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: *[Signature]*
Bryan Smith
PRINT OR TYPE NAME
ADDRESS: 14701 Phillips Hwy
Jacksonville FL 32256

STATE OF FLORIDA, COUNTY OF
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 18th DAY OF July, 2024, BY JAMES GOMEZ AS REGIONAL PRESIDENT OF DFL LAND, LLC.

[Signature]
Daniel Foley
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED _____

CHAD DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY
WITNESS: *[Signature]*
Michael Balanky
MANAGER OF CHAD DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: *[Signature]*
Chad S. Balanky
PRINT OR TYPE NAME
ADDRESS: 4464 S. Atlantic Rd
Jacksonville FL 32211

STATE OF FLORIDA, COUNTY OF
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 18th DAY OF July, 2024, BY MICHAEL BALANKY AS MANAGER OF CHAD DEVELOPMENT, LLC.

[Signature]
(SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA)
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED _____

PLAT BOOK 83 PAGE 77

SHEET 1 OF 2
(SEE SHEET 2 OF 2 FOR GENERAL NOTES)

NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC.
A Florida Corporation

BY: ROBERT A. DEAN, MANAGING MEMBER
NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC.
[Signature]
WITNESS: *[Signature]*
Tara L. Smullen
PRINT OR TYPE NAME
ADDRESS: 14701 Phillips Hwy
Jacksonville, FL 32256

WITNESS: *[Signature]*
Chase Balanky
PRINT OR TYPE NAME
ADDRESS: 4464 S Atlantic Rd
Ste 107, Jacksonville, FL 32211

NOTARY FOR NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC.

STATE OF FLORIDA COUNTY OF
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 18th DAY OF July, 2024, BY ROBERT A. DEAN, AS MANAGING MEMBER OF NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION.

[Signature]
(SIGNATURE OF NOTARY PUBLIC - STATE OF FLORIDA)
Tara L. Smullen
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED _____

CLERK'S CERTIFICATE
This is to certify that this plat has been examined and approved by the City of Jacksonville Beach, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book _____, Page _____ of the current Public Records of Duval County, Florida, this 02 day of August, 2024.

By: *[Signature]*
Jody Phillips
Clerk of the Circuit Court
City of Jacksonville, Duval County, Florida

By: *[Signature]*
Date: 7/19/24

APPROVED FOR THE RECORD
This is to certify that this plat has been examined, accepted and approved by the City of Jacksonville Beach, Duval County, Florida.

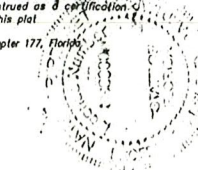
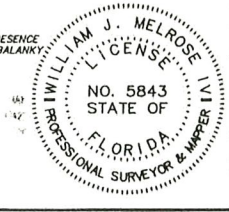
By: *[Signature]*
Christine H. Hoffman
Mayor
Date: 08-01-2024

PLAT CONFORMITY REVIEW
This is a limited certification as to facial conformity with requirements of Chapter 177, Florida Statutes, is not intended to be and should not be construed as a certification of accuracy or quality of the surveying/mapping reflected on this plat.
This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this 19th day of July, 2024.

Nathan P. Perret, P.S.M.
Professional Surveyor and Mapper LS 6900

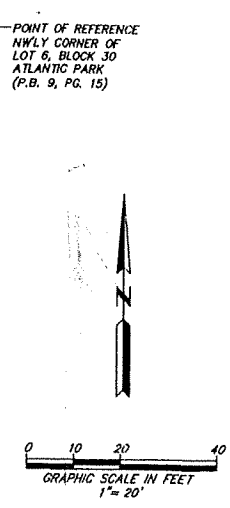
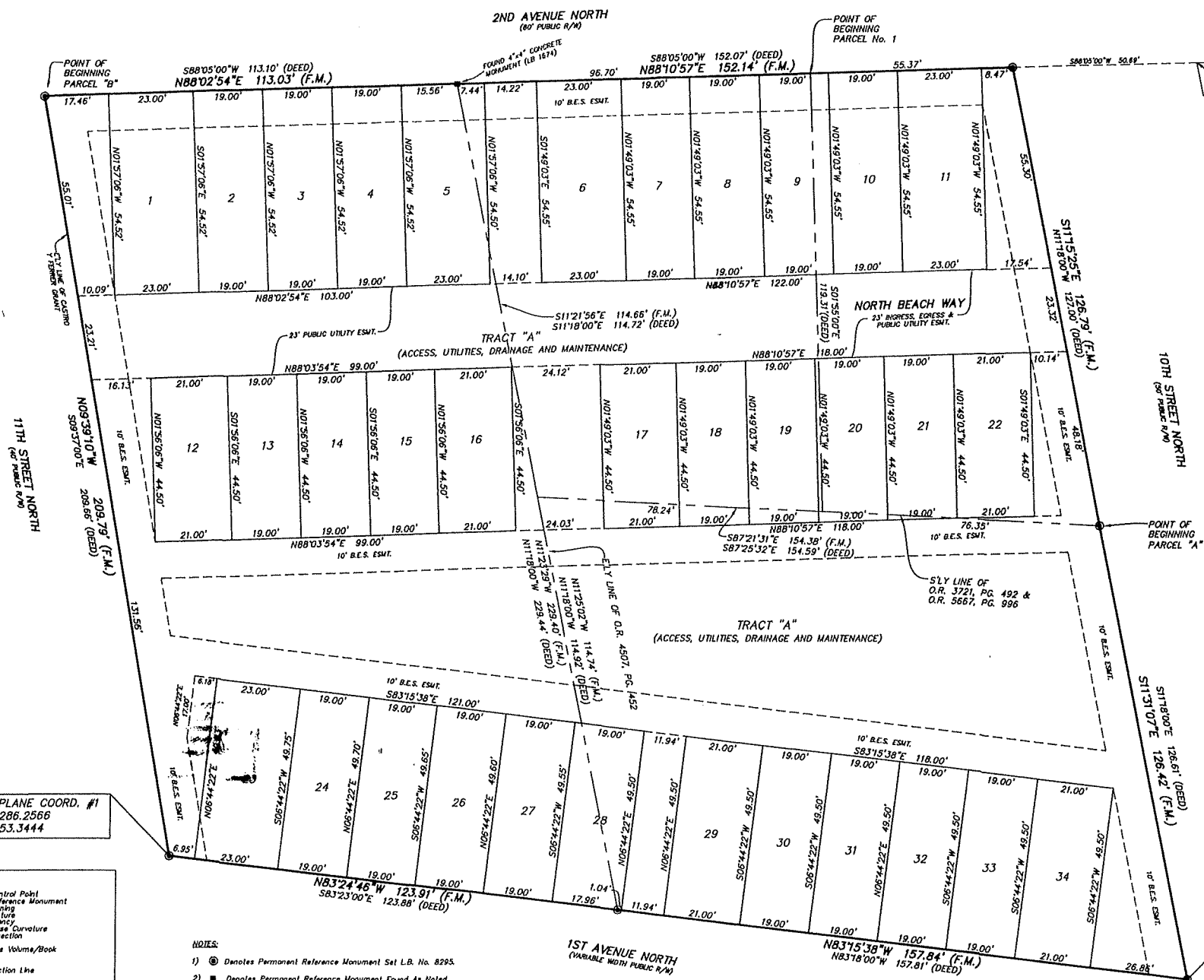
SURVEYOR'S CERTIFICATE
This is to certify that the above plat is a true and correct representation of the lands surveyed, plotted and described above, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177.091 F. S., Chapter 5J-17 F. A. C.
Signed and Sealed this 17th day of July, 2024.

PREPARED BY:
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11417 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
CERTIFICATE OF AUTHORIZATION NO. L.B. 8295
TELEPHONE (904) 721-1226



NORTH BEACH TOWNHOMES

PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.



STATE PLANE COORD. #1
N 2165286.2566
E 529653.3444

STATE PLANE COORD. #2
N 2165253.5192
E 529933.1841

ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point
P.R.M.	Permanent Reference Monument
P.O.B.	Point of Beginning
P.C.	Point of Curvature
P.T.	Point of Tangency
P.C.C.	Point of Reverse Curvature
P.I.	Point of Intersection
P.W.	Point of Way
O.R.	Official Records Volume/Book
D.B.	Deed Book
B.R.L.	Building Restriction Line
ESMT	Easement
R.P.	Radius Point
P.U.D.E.	Private Unobstructed Drainage Easement
PAE	Private Access Easement
L.B.	Licensed Business
P.L.S.	Professional Land Surveyor
J.E.A.	Jacksonville Electric Authority
B.E.S.	Beach Energy Services
EQUIP	Equipment
A.C.	Air Conditioner
C.A.T.V.	Cable Television
O.H.	Overhead Lines
F.M.	Field Measured
R.A.	Radius
L=	Arc Length equals
D=	Delta or Central Angle equals
I.P.	Iron Pipe
C=	Concrete
U.D.A.E.	Unobstructed Drainage & Access Easement
U.D.E.	Unobstructed Drainage Easement

- NOTES:**
- 1) ● Denotes Permanent Reference Monument Set L.B. No. 8295.
 - 2) ■ Denotes Permanent Reference Monument Found As Noted.
 - 3) ● Denotes Set Permanent Control Point Set L.B. No. 8295.
 - 4) Bearing reference: North American Datum NAD 83/90 State Plane Coordinates (see note 8).
 - 5) Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other form of the plat, whether graphic or digital. There may be additional restrictions not recorded on this plat that may be found in the Public Records of Duval County, Florida.
 - 6) The lands plotted hereon appear to lie within Flood Zone "X" as depicted on Flood Insurance Rate Map, Community Panel No. 120078-04174 dated November 02, 2018. The FIRM information noted on this plat is valid only for dates up to and including the effective recording date of this plat. There may have been subsequent revisions after this date that will supersede said information. Inquiries for this should be made to the Community's Floodplain Management Repository, Department of Planning and Development, City of Jacksonville Beach.
 - 7) All plotted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and dedication of cable television services, provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility in the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
 - 8) Coordinates shown as State Plane Coord. #1 and #2 refer to North American Datum NAD 83/90 State Plane Coordinates for the State of Florida, East Zone in U.S. survey feet and decimals thereof.

PREPARED BY:
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
CERTIFICATE OF AUTHORIZATION NO. L.B. 8295
TELEPHONE (904) 721-1226



Atlantic Site & Marine, Inc.

5159 Thorden Road

Jacksonville, Florida 32207

904.738.0171

Date: October 17, 2025

City of Jacksonville Beach

11 North Third Street

Jacksonville Beach, FL 32250

Project Address:

The entire block between 1st and 2nd Avenue North and 10th and 10th Street.

Jacksonville Beach, FL 32250

Subject: **North Beach Townhomes – Infrastructure Improvements Warranty Bond for City of Jacksonville Beach**

Atlantic Site & Marine, Inc. hereby warrants that all labor and material provided and installed by Atlantic Site & Marine, Inc. at the North Beach Townhome project shall be free from defects in material and workmanship for a period of one year from the date of final acceptance by the City of Jacksonville Beach, FL.

Our company shall repair or replace immediately upon notification any deficiencies in our work during the warranty period for one year after **December 1, 2025** at no cost to the City of Jacksonville Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "William English", is written over a blue ink stamp.

William English

Atlantic Site & Marine, Inc.

5159 Thorden Road

Jacksonville, FL 32207

Great Midwest Insurance Company

1 YEAR WARRANTY BOND

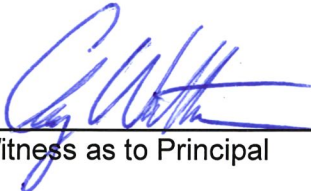
Bond No. GM256077

KNOW ALL MEN BY THESE PRESENT, That we, Atlantic Site & Marine, Inc., hereinafter called Principal, and Great Midwest Insurance Company hereinafter called Surety, are held and firmly bound unto City of Jacksonville Beach, Public Works Department hereinafter called Obligee, in the full and just sum of Six Hundred Fifty-Nine Thousand Seven Hundred Ninety-Eight and 43/100 Dollars (\$ 659,798.43), lawful money of the United States, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, said Obligee has entered into a certain agreement with City of Jacksonville Beach, Public Works Department a portion of which requires a 1 year(s) maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called improvements, at North Beach Townhomes, Jacksonville Beach, FL which improvements have been or are about to be completed and accepted.

NOW, THEREFORE, if said Improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of 1 year(s) from the date of acceptance of said improvements, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Signed, sealed and dated this 1st, December, 2025.




Witness as to Principal

Atlantic Site & Marine, Inc.
Principal's Name
BY: 



Witness as to Surety

Great Midwest Insurance Company
Surety's Name
BY: 

Benjamin H. French, Attorney in Fact & FL Resident Agent



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Benjamin H. French, Rebekah F. Sharp, L. Dale Waldorff, Trava Ridlon, Brenda W. Neill, William S. Neill, Heather Hudgins, J.E.S. Webb, Kyle F. Fuller**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY *Mark W. Haushill*
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

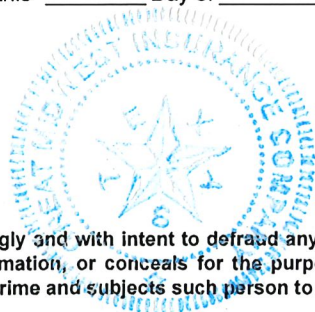


BY *Christina Bishop*
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 1 Day of December 2025.



BY *Patricia Ryan*
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	December 15, 2025
SUBJECT:	Adopt/Deny Resolution No. 2202-2025 Adopting and Updated and Revised City Procurement Manual

BACKGROUND

The City's Purchasing Manual was last updated in 2008, so a strategic plan project was developed to conduct a comprehensive review of both the purchasing ordinance and manual. While the ordinance establishes the legal authority for the procurement function, the manual is a comprehensive policy which should clearly define the authority, responsibility, and guidelines for City staff to follow when carrying out their responsibilities. The guiding principles for this project were to:

1. Ensure federal, state, and local regulatory compliance;
2. Provide important safeguards to mitigate risk in the use of public funds;
3. Support strategic City objectives; and
4. Simplify the buying process.

As substantive changes were made to the 2008 Manual, it was not practical to redline and update the previous version, so a new Procurement Manual has been drafted.

The City Council provided feedback and direction for the new Manual at Briefings held on September 8, 2025, and November 10, 2025.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution No. 2202-2025 adopting an updated and revised City Procurement Manual

ATTACHMENTS

1. Resolution 2202-2025 Procurement Manual
2. Procurement Manual

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2202-2025

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING AN UPDATED AND REVISED PROCUREMENT MANUAL TO REFLECT CHANGES IN PURCHASING POLICIES AND BID THRESHOLDS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, in 2008, the City of Jacksonville Beach ("City") adopted a Purchasing Manual to assist employees who are assigned Purchasing and Procurement duties that sets forth the City's Purchasing and Procurement Policies and serves as a framework for all departments; and

WHEREAS, the City wishes to rename the current Purchasing Manual to be a Procurement Manual and to amend it to incorporate changes in the City's Code of Ordinances, federal and state statutes, and other updates to purchasing policies.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. ADOPTION OF PROCUREMENT MANUAL. The Procurement Manual attached hereto as Exhibit A is hereby adopted.

SECTION 3. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. Resolution No. 1796-2008 is hereby repealed in its entirety, and all other prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon its adoption.

AUTHENTICATED this ____ day of _____, 2025.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney

THE CITY OF JACKSONVILLE BEACH PROCUREMENT MANUAL

DRAFT 11/10/2025

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.

-- INTENTIONALLY LEFT BLANK ---

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:

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

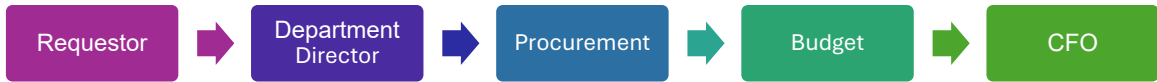
There are some circumstances when the informal or formal procurement process does not apply.

- 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 Information Services 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., 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 cancellation.

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:	Department Director	Property and Procurement Division	Finance Department	City Manager	City Council
Scenario:					
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

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 Pre-bid 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 Pre-bid 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

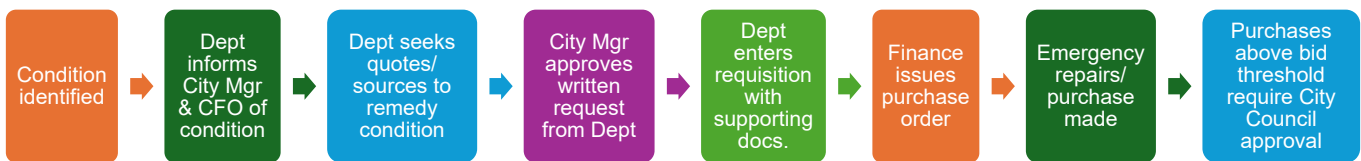
The emergency purchasing process is intended to expedite the purchasing process, but not to circumvent all normal procedures. Because emergency purchases are costly, they should be kept to a minimum. Poor planning does not constitute an emergency.

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 will 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 Property and Procurement 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 Property and Procurement 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; gift cards; prepaid debit or credit cards
 2. Personal items, or any item that does not serve a clear business, or public, purpose
 3. Items prohibited from purchase by City policies
 4. Alcoholic beverages and/or tobacco products
 5. Telephone calls
 6. 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. 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.aurisi.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., Citizen Information Academy)
 - 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:** The City of Jacksonville Beach, Florida.
13. **City Award:** A decision by the City Council to award, disqualify or reject all bids.
14. **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.

15. **Commodity:** Any supplies, materials, or equipment purchased, or leased by the City.
16. **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.
17. **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.
18. **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.
19. **Construction Management at Risk (CMAR):** A method where a construction manager is hired by the City to consult on a construction project's development.
20. **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.
21. **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
22. **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.
23. **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.
24. **Contractual Services:** The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors.
25. **Day:** If not otherwise specified, a day shall be interpreted as a calendar day. A business day excludes weekends and public holidays.
26. **Design-build:** A construction process where one company, the design-builder, handles both the design and construction of the project.
27. **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.
28. **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.

29. **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.
30. **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.
31. **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.
32. **Formal Purchase Process:** Purchases over \$50,000 that must go through a competitive bidding process, and the award requires City Council approval.
33. **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.
34. **Informal Purchase Process:** Purchases that are less than \$50,000 where competitive quotes are required.
35. **Interested Party:** A bidder whose financial interest would be affected by a City contract award.
36. **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.
37. **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.
38. **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.
39. **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*".
40. **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.
41. **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.
42. **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.
43. **Party:** The City, respondent, protestor, intervenor, vendor, or contractor.

44. **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.
45. **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.
46. **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).
47. **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.
48. **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.
49. **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.
50. **Protest:** A complaint filed about a City contract award.
51. **Protestor:** The person or bidder who files a complaint against a City award.
52. **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.
53. **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.
54. **Purchase Order:** An offer to buy goods or services upon specified terms and conditions.
55. **Purchasing Card:** A charge card used by organizations to make electronic payments for goods and services, like a consumer credit card.
56. **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.

57. **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.
58. **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.
59. **Quotation:** Informal bid or price for goods or services made by email or in writing.
60. **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.
61. **Request for Proposals (RFP):** A formal request for competitive sealed proposals, used when the required goods or services cannot be clearly defined.
62. **Request for Qualifications (RFQ):** A request to gather statements of qualifications from potential development teams or consultants.
63. **Request for Quote:** A procurement method for small order amount.
64. **Requisition:** Document used to request a specific good or service at a set price.
65. **Responsive Bid/Proposal/Reply:** A bid, or proposal, or reply submitted by a vendor that meets all the key requirements of the solicitation.
66. **Responsible Vendor:** A vendor that submits a bid, proposal, or reply that fully complies with the terms and requirements in the solicitation.
67. **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.
68. **Specifications:** The detailed requirements, terms, conditions, and processes outlined in a City bid.
69. **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.
70. **Surplus and Salvaged Property:** Personal property that is worn out, damaged, outdated, or no longer usable for its original purpose.
71. **Term Contract:** A pre-established agreement for the procurement and delivery of specified goods or services over a defined period.
72. **Vendor:** See Contractor

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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	December 15, 2025
SUBJECT:	Adopt/Deny Resolution No. 2205-2025 Adopting the City of Neptune Beach Franchise Agreement

BACKGROUND

The City of Neptune Beach (Neptune Beach) and the City of Jacksonville Beach doing business as Beaches Energy Services (Beaches Energy) have negotiated a new franchise agreement that will supersede and replace the 2002 Electric Service Agreement. The new Franchise Agreement reflects updates to promote reliable electric service, coordinate future undergrounding of utilities, and clarify both Parties' rights and obligations. The following highlights the substantive changes, major carry-overs, and other notable elements for Council review.

Major Carry-Overs from the 2002 Electric Franchise Agreement:

1. Payment in Lieu of Taxes (PILOT) Rates (Section 7)
 - The existing PILOT rate of \$0.00302 per kilowatt-hour for all metered electricity sold within Neptune Beach remains unchanged.
 - Payments continue to be made monthly and in lieu of property, privilege, occupation, or franchise taxes.

2. Obligation to Provide Reliable Electric Service (Section 3)
 - Beaches Energy continues to be responsible for furnishing reasonably uninterrupted electric service to all customers within Neptune Beach.
 - Exceptions for outages caused by uncontrollable events (force majeure) remain consistent with prior agreement language.

3. Use of Public Rights-of-Way (Sections 1 and 4)
 - Beaches Energy's right to construct, operate, maintain, and extend electric facilities in public rights-of-way continues.
 - Standard relocation obligations for roadway projects, including FDOT or City projects, remain in place.

4. Audit Rights (Section 15)
 - Neptune Beach retains the right to audit sales records and verify franchise fee payments, consistent with the prior agreement.

AGENDA ITEM:	B.
MEETING DATE:	December 15, 2025

Substantive Changes and Updates:

1. Undergrounding of Utilities (Section 6)

- New language emphasizes cooperation between Neptune Beach and Beaches Energy for converting overhead facilities to underground, including other utilities (telecom, cable, broadband).
- Beaches Energy will provide both non-binding and binding cost estimates to facilitate planning.
- Neptune Beach may engage its own contractors for underground projects, subject to Grantee standards and final inspection.
- Costs for aesthetic-driven undergrounding are now explicitly the responsibility of Neptune Beach.
- The agreement codifies Beaches Energy's right to determine the means and methods for underground conversion.

2. Franchise Term and Termination (Section 2)

- Franchise term extended to 30 years, with a year-to-year continuation thereafter, unless terminated in accordance with the agreement.
- Expanded language on default by either Party and dispute resolution provides clearer timelines and remedies.

3. Sale of Electric System / Public Meetings (Section 11)

- Prior approval process for a potential sale of Beaches Energy's system now explicitly requires public meetings with Neptune Beach Council representatives present.

4. Change in Law / Competitive Service (Section 14)

- Includes explicit protections for Beaches Energy if competitive disadvantages arise from new legislation or regulations allowing other providers to serve Neptune Beach customers.

5. Streetlighting and LED Conversion (Section 9)

- Beaches Energy commits to the ongoing conversion of streetlighting and private lighting to LED technology consistent with commercially reasonable principles.

6. Joint Use of Poles and Conduits (Section 10)

- New language clarifies that joint use agreements for telephone, cable, broadband, and similar services shall not limit Neptune Beach's undergrounding plans.

- Beaches Energy agrees to encourage counterparties to remove above-ground facilities after undergrounding, but without guarantee.

7. Preliminary Dispute Resolution (Section 22)

- Introduces a structured, in-person meeting process between senior management of both parties before initiating litigation or arbitration.

8. Definitions and Assignment (Section 19)

- Clarified definitions and successor/assign rights ensure continuity and enforceability with any future assignment of interests.

The Franchise Agreement largely maintains key economic terms and operational obligations from the 2002 Electric Agreement while introducing new provisions to facilitate undergrounding, enhance coordination, and clarify rights and responsibilities. The agreement balances Neptune Beach’s interest in public safety, aesthetic improvements, and utility reliability with the operational and financial interests of Beaches Energy.

The City of Neptune Beach held first reading of their ordinance for the Franchise Agreement on December 1, 2025. The Neptune Beach City Council approved the ordinance on first reading, with a request to amend the language in Section 9. Streetlight Facilities Installation and Maintenance to allow for more input by their City in the selection of fixtures for their community. The language developed by both parties to meet this request has been amended within the attached documents, as discussed at the December 8 Council Briefing.

FINANCIAL IMPACT

The cost of this agreement is included in the annual budget, so no adjustments are necessary.

REQUESTED ACTION

Adopt/Deny Resolution No. 2205-2025 adopting the City of Neptune Beach Franchise Agreement and authorizing the Mayor and City Manager to countersign the Franchise Agreement upon adoption

ATTACHMENTS

1. 2205-2025 Adopting Neptune Beach Franchise Agreement
2. Exhibit A - Ordinance No. 2025-19 Franchise Agreement

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2205-2025

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING THE CITY OF NEPTUNE BEACH FRANCHISE AGREEMENT AND AUTHORIZING THE MAYOR AND CITY MANAGER TO COUNTERSIGN THE FRANCHISE AGREEMENT UPON ADOPTION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach doing business as Beaches Energy Services ("City") has been providing electric service to the City of Neptune Beach since Neptune Beach's incorporation as a separate City; and

WHEREAS, in 1980 an Electric Service Agreement was adopted by both the City and the City of Neptune Beach (collectively, the "Parties"), which was superseded by a revised Electric Service Agreement effective October 1, 2002, adopted by Resolution No. 1668-2002; and

WHEREAS, the Parties have negotiated a franchise agreement to supersede and replace the 2002 Electric Service Agreement and to confirm the Parties' mutually agreed-upon rights and responsibilities applicable to Beaches Energy Services' provision of electric service to retain customers within the City of Neptune Beach.

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

SECTION 1. ADOPTION OF RECITALS. The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. ADOPTION OF THE FRANCHISE AGREEMENT. The City of Neptune Beach Ordinance No. 2025-19 (the "Franchise Agreement") between the City of Neptune Beach, Florida, and the City of Jacksonville Beach, Florida, attached hereto as Exhibit A is hereby adopted.

SECTION 3. SIGNATURE AUTHORITY. The Mayor and City Manager are hereby authorized to countersign the Franchise Agreement upon adoption thereof.

SECTION 4. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

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

SECTION 7. EFFECTIVE DATE. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2025.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney

SPONSORED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-19

AN ORDINANCE GRANTING TO THE CITY OF JACKSONVILLE BEACH, FLORIDA, DOING BUSINESS AS BEACHES ENERGY SERVICES, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO OPERATE AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM IN THE CITY OF NEPTUNE BEACH AND TO CONSTRUCT, MAINTAIN, OPERATE AND EXTEND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES IN THE PUBLIC RIGHTS-OF-WAY OF SAID CITY; PROVIDING THE TERMS AND CONDITIONS OF SUCH FRANCHISE; PROVIDING TERMS AND CONDITIONS FOR THE UNDERGROUNDING OF ELECTRIC FACILITIES WITHIN THE CITY OF NEPTUNE BEACH; PROVIDING FOR MONTHLY FRANCHISE FEE PAYMENTS TO THE CITY OF NEPTUNE BEACH; PROVIDING FOR EITHER PARTY'S RIGHT TO TERMINATE THE FRANCHISE AGREEMENT CREATED HEREBY UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS IN OTHER CITY ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Neptune Beach ("Neptune Beach" or "Grantor") finds it in the public interest to ensure that all areas within its corporate limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City of Neptune Beach and the City of Jacksonville Beach, d/b/a Beaches Energy Services ("Beaches Energy" or "Grantee") are parties to that certain ELECTRIC SERVICE AGREEMENT Between CITY OF JACKSONVILLE BEACH, FLORIDA and CITY OF NEPTUNE BEACH, FLORIDA, dated and effective as of October 1, 2002 ("2002 Electric Agreement"); and

WHEREAS, Neptune Beach has determined that the public health, safety, and welfare will be promoted and served by converting the existing overhead electric facilities within the corporate limits of Neptune Beach to underground facilities to the maximum extent feasible; and

WHEREAS, Neptune Beach and Beaches Energy (each a “Party” and collectively, the “Parties”) have negotiated this franchise agreement (“Franchise Agreement”) to supersede and replace the 2002 Electric Agreement and to confirm the Parties’ mutually agreed-upon rights and responsibilities applicable to Beaches Energy’s provision of electric service to retail customers within Neptune Beach; and

WHEREAS, the City of Neptune Beach finds it in the public interest to retain control over the use of public rights-of-way by providers of electricity and other utilities to protect the public health, safety, and welfare, to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space, and to protect the public investment in and use of right-of-way property; and

WHEREAS, the City of Neptune Beach finds that entering into the franchise agreement created hereby is the best means of assuring that the above-described interests of the City, its inhabitants, and its individual and corporate citizens are promoted and protected;

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

Section 1. Grant of Electric Franchise. In consideration of the mutual benefits that will accrue to the City of Neptune Beach, a municipal corporation of the State of Florida, sometimes referred to herein as the Grantor or as the “City,” and the inhabitants

and citizens thereof, on the one hand, and to the City of Jacksonville Beach, doing business as Beaches Energy Services, a municipal corporation of the State of Florida, its successors and assigns, sometimes referred to herein as the Grantee or “Beaches Energy,” on the other hand, the City of Neptune Beach hereby gives and grants to the Grantee the nonexclusive right, authority, privilege, and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate, and conduct in said City of Neptune Beach’s public rights-of-way a system of overhead and underground electric light and power transmission and distribution facilities, including, without limitation, conduits, poles, wires, transformers, transformation substations, meters, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations and such other utility or other facilities of Grantee to provide service of any kind or nature to Customers, as hereinafter defined, including, without limitation, broadband, communications, dark fiber, natural gas, but not then in direct competition with utility services offered by City of Neptune Beach (hereinafter called “Grantee’s Facilities” or “Facilities”), for the purpose of supplying electricity, other electricity-related services incidental thereto, and other utilities to the Grantor and its successors and assigns, to the inhabitants of the City and to business entities operating therein, and to persons and business entities beyond the corporate limits of the Grantor who purchase electric service from the Grantee. (Collectively, all such entities that purchase electric service or other utilities services from Grantee are sometimes referred to herein as “Customers.”) As used in the preceding sentence, the term “other electricity-related services” means Grantee’s facility-to-facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the Grantee’s provision of electric service. As used herein, the terms “public rights-of-way” and

“Grantor’s public rights-of-way” shall mean property or any interest therein that is acquired for or devoted to a public road or alleyway, including but not limited to, roadways, highways, streets, or bridges for which the Grantor is the authority and to which the Grantor may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface, and the area below the surface of such places. The rights and privileges granted hereby do not extend to any other public places, of any type whatsoever, that are administered by the Grantor but not located in any space within the specific definition of the Grantor’s public rights-of-way set forth hereinabove, or to any similar places. The determination of whether a public place or public space is part of Grantor’s public rights-of-way is within the sole and sound discretion of the Grantor and, except as to whatever statutory rights the Grantee may have to install its Facilities in certain road rights-of-way, which may be determined by a court of competent jurisdiction, as necessary, the Grantor’s determination may not be challenged in any way in any venue.

This Ordinance and the mutual agreements created by this Ordinance and the Grantee’s acceptance hereof are referred to herein as the “Franchise Agreement.” As appropriate to the context, each of the Grantor and Grantee may be referred to herein individually as a “Party,” and they may be referred to collectively as the “Parties” to this Franchise Agreement. The rights and privileges granted hereby are expressly subject to all of the provisions and limitations contained in this Franchise Agreement, including, expressly but without limitation, the Grantor’s reserved Right to Purchase established herein and all provisions relating to the Grantor’s right and ability to exercise that Right to Purchase as provided in various sections of this Franchise Agreement.

Section 2. Term & Termination The franchise and related rights and privileges granted by this Ordinance shall exist and continue for a period of thirty (30) years from the Effective Date of this Franchise Agreement. In the event that the Franchise Agreement has not otherwise been terminated or replaced by a new franchise agreement before the thirtieth anniversary of its Effective Date, then the Franchise Agreement shall continue in effect on a year-to-year basis until terminated pursuant to the terms hereof.

Section 3. Obligation to Supply Electrical Energy; Reliability; Force Majeure. Beaches Energy shall, at its sole cost and expense, furnish and provide reasonably uninterrupted service sufficient to meet the requirements of its Customers in the City of Neptune Beach; provided, however, that Beaches Energy shall not be liable or responsible for interruption of service or voltage fluctuations that result from fire, strike, riot, vandalism, explosion, failure of defective equipment or materials, flood, windstorm including named tropical storm systems and tornadoes, lightning, accident, acts of God, acts of the public enemy, any act by the supplier of bulk electrical energy to Beaches Energy, or other acts beyond the control of Beaches Energy, but Beaches Energy shall be prompt and diligent in removing and overcoming the cause or causes of any such interruptions to the extent reasonably practicable. Nothing herein contained shall be construed as permitting Beaches Energy to refuse to deliver electrical energy to Customers in the City of Neptune Beach after the cause of any interruption has been removed.

Beaches Energy does not guarantee that the supply of electrical energy pursuant to this Franchise Agreement shall be free from interruption occasioned by any of the causes heretofore mentioned, and it is agreed that such interruptions shall not constitute

a breach of this Franchise Agreement on the part of Beaches Energy. With respect to the distribution of electrical energy, Beaches Energy shall not discriminate among its Customers, including the City of Neptune Beach and Customers located therein and also including Customers located in other parts of Grantee's service area outside the city limits of the City of Jacksonville Beach, and all services rendered hereunder shall be on an equal basis.

Unless otherwise expressly agreed to in writing by the Parties, no termination of this Franchise Agreement shall relieve either the Grantee or any of its successors or assigns of the Grantee's obligation to provide reasonably reliable electric service at lawful rates.

Section 4. Installation, Operation and Maintenance of Facilities. The Facilities of the Grantee shall be installed, located or relocated, erected, maintained, and operated in accordance with all laws, rules, and regulations applicable to the Grantee and the operation of its electric system, including without limitation ordinances and rules and regulations duly adopted and in effect within the City of Neptune Beach, provided that such ordinances, rules, and regulations shall be non-discriminatory and shall not make any adverse distinction between Grantee and any other person in intent, effect, and application. To avoid conflicts with traffic, the location or relocation of the Grantee's Facilities shall be made in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining of the Grantee's Facilities in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations: (a) shall not prohibit nor limit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with vehicular (including bicycles) and pedestrian traffic, (b) shall not unreasonably interfere

with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its Customers, and (c) shall not require the relocation of any of the Grantee's Facilities installed before or after the Effective Date (as defined in Section 26 herein) of this Franchise Agreement in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed Facilities to unreasonably interfere with motor vehicular traffic. Any relocation of Grantee's Facilities due to such widening or changes in the configuration of the paved portions of public rights-of-way by the Grantor, shall be accomplished at the sole expense of the Grantor. If such relocations of the Grantee's Facilities are due to widening or changes in the configurations of public rights-of-way that are owned by FDOT or the City of Jacksonville, such relocation shall be made by the Grantee at its sole cost and expense. The FDOT owns the median-placed street lights on State Highway A1A from Atlantic Boulevard to the southern corporate limits of the City of Neptune Beach. If a decision by the FDOT requires the relocation of part or all of the existing median-placed street lights, and if such relocation of street light facilities necessitates the relocation of any of Grantee's Facilities, Grantor and Grantee agree that such relocation of Grantee's Facilities shall be accomplished at the sole expense of FDOT. Grantor and Grantee further agree to coordinate and cooperate, to the maximum extent possible, to ensure that such relocation of Grantee's Facilities is accomplished at the sole expense of FDOT. In the event that FDOT cannot be required to bear the expense of such relocation of Grantee's Facilities, then Grantor and Grantee will negotiate a mutually acceptable resolution of all issues relating to the relocation of the Grantee's Facilities. If the relocation of the median-placed street lights is the result of a request by the Grantor, then the relocation of Grantee's Facilities shall be accomplished

at the sole expense of the Grantor. The Grantor hereby agrees that for all decisions it makes as to widening or changes in the configuration of the paved portions of public rights-of-way that may have an impact on the Grantee, the Grantor shall (x) use reasonable efforts to minimize impacts on the Grantee and (y) reasonably communicate with the Grantee in advance of its final decision so that the Grantee has the right to evaluate the proposed decision of the Grantor and provide feedback to the Grantor on such proposed decision. Such rules and regulations shall recognize that above-grade Facilities of the Grantee installed after the Effective Date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible, and such installation shall be consistent with the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

The Grantee's rights to operate its Facilities are and shall remain subject to all applicable provisions of the Code of the City of Neptune Beach, all applicable and valid rules and regulations of the City of Neptune Beach, and all applicable laws, rules, and regulations of Duval County, the State of Florida, and the United States, as such laws, rules and regulations may be amended from time to time.

When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its Facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. Nothing in this Franchise Agreement shall limit any entitlement or other right that the Grantee has to receive reimbursement of its costs from persons other than the Grantor.

Section 5. Indemnity. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, location, relocation, operation, or maintenance by the Grantee of its Facilities hereunder due to Grantee's negligence or other misconduct, and the acceptance of this Franchise Agreement shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, or other misconduct of the Grantee in the construction, location, relocation, operation, or maintenance of the Facilities of Grantee's electric system subject to this Franchise Agreement. Notwithstanding the foregoing in this Section 5, the Grantee's indemnification and hold harmless obligations to the Grantor shall be limited as the Grantee's liability is limited by section 768.28, Florida Statutes, and no part of this Franchise Agreement is intended to be a waiver of any rights of sovereign immunity that the Grantee may possess or assert under applicable law.

Section 6. Underground Electric Facilities. (a) To promote the public health, safety, and welfare of the inhabitants of the City of Neptune Beach and of all persons and entities who live, work, and conduct their business therein, and subject to the terms and conditions of this Franchise Agreement, Grantor plans to undertake the conversion of all overhead utility facilities within the Grantor's corporate limits to underground facilities to the extent technically and economically feasible, and Grantee will communicate regularly, and otherwise as requested by Grantor, on the status of its related undergrounding plans. The utility facilities to be converted include the Grantee's electrical distribution facilities and all other overhead utility facilities, including telecommunications, cable television, broadband, internet, fiber, and similar facilities, that are presently installed using overhead facilities and equipment;

provided, however, that Grantee takes no responsibility or liability for the overhead utilities facilities of any utility provider other than Grantee.

(b) In the public interest, and as consideration for this Franchise Agreement, Grantee agrees that it will cooperate in good faith with Grantor to facilitate Grantor's plan to complete its contemplated undergrounding project(s), subject to the terms and conditions of this Franchise Agreement, at the lowest reasonable cost to Grantor that is consistent with good engineering practice; good utility practice; all applicable codes and standards, including without limitation the National Electrical Safety Code; and basic principles of fair and equitable cost allocation and rate structure that recognize the costs and benefits, including avoided operating, maintenance, and storm restoration cost savings, that result from having electric distribution facilities placed underground. Grantee expressly agrees that it will provide Grantor with all reasonably necessary information, including sufficient advance notice of any planned upgrades or "hardening" projects that Grantee plans to implement on its distribution facilities in the City, so that the City can undertake efforts to minimize its costs for any part or phase of its undergrounding project(s). This covenant is specifically intended to enable the City to avoid certain costs, including the costs for removal of existing facilities and compensation for the remaining net book value of existing facilities that would be increased if the Grantee were to replace existing facilities before the City is reasonably able to convert them to underground facilities.

(c) The Parties also agree to cooperate and coordinate with each other and with other providers of utility services in the City to facilitate the conversion of all utility-type facilities to underground facilities to be accomplished in an orderly and cost-effective manner.

(d) Grantee agrees to provide, upon request by the Grantor and at no cost to the Grantor, a non-binding or “ballpark” cost estimate of the cost and required contribution payment in aid of construction (“CIAC”) for any underground project(s) proposed by the Grantor. Grantee further agrees to provide a “Binding Cost Estimate” for any underground construction or conversion project as requested by the Grantor at a reasonable charge sufficient to cover the costs for engineering and design of the proposed underground project; this charge shall be considered to be a deposit (the “engineering deposit”) to cover the cost of engineering work necessary to accurately estimate the cost of a particular underground project, and shall be applied as a credit to the total cost of any project if the Grantor proceeds with such project. Any Binding Cost Estimate shall be good for a period of 180 days from the date on which it is delivered to the Grantor, and Grantee shall not increase the cost of the project by more than ten (10) percent from the amount of the Binding Cost Estimate.

(e) The Grantor shall have the right, or the Grantee may elect, to have the Grantor engage its own contractors to construct and install all or part of any proposed underground distribution facilities, provided that: (i) all such work meets the construction standards and requirements of the Grantee, including Grantee’s right to conduct a final inspection and approval of such work; (ii) that Grantor’s contractors are approved contractors of Grantee; and (iii) Grantee and Grantor have reasonably coordinated and agreed upon the timing, schedule, and mitigation of impacts on Grantee and Grantee’s system associated with such work.

(f) Grantor hereby affirms that it recognizes that, as the conversion of Grantee’s overhead facilities to underground facilities is completed and each section or area of underground electrical facilities becomes operational, those facilities will be

owned by the Grantee, and, as such, Grantor hereby acknowledges it has no right and shall not direct the Grantee's means and methods of undergrounding, including overhead conversion to underground facilities or installing new underground facilities. Both Grantor and Grantee further recognize and affirm that Grantor's decisions on undergrounding of existing overhead facilities are based on economics and reliability, not aesthetics. Notwithstanding any other provision or term of this Franchise Agreement, with respect to any and all undergrounding of Grantee's Facilities that are driven, prioritized, or requested by Grantor for or related to aesthetic concerns, Grantor shall be fully responsible and liable for all costs and expenses related to such undergrounding work

Section 7. Payment in Lieu of Taxes. The City of Jacksonville Beach, its successors and assigns, shall pay to the City of Neptune Beach and its successors and assigns an amount that will equal \$0.00302 per kilowatt-hour for all metered electrical energy sold during each calendar year of this agreement to all customers, including the City of Neptune Beach, within the corporate limits of the City of Neptune Beach. The aforementioned payment to the City of Neptune Beach by the Beaches Energy shall be made monthly on or before the last day of the calendar month immediately following the calendar month during which the sales occurred. Payment to the City of Neptune Beach shall not include any payment for kilowatt-hours used by streetlights for which service is billed under Beaches Energy's flat-rate charges for such lighting service, and no payment shall be made on sales or revenues collected by Beaches Energy for other electric companies, late charges, connection or reconnection charges, electric service installation charges, appliance repair charges, service charges, nor on sales tax collected on behalf of the State of Florida. Such payment shall be accepted by the City

of Neptune Beach in lieu of any property, privilege, occupation, franchise, or other tax against the electrical distribution system situated in the City of Neptune Beach or the right or privilege of carrying on and conducting the business of selling and delivering electrical energy as contemplated hereunder. The remittances to the City of Neptune Beach shall be accompanied by a statement showing the amount of gross metered kilowatt-hours sold by Beaches Energy in the City of Neptune Beach. Beaches Energy shall keep proper records of its gross sales and revenues derived from the provision of electric service within the corporate limits of the City of Neptune Beach and such records shall be kept open to inspection at all reasonable times by the duly authorized representative of the City of Neptune Beach. Said authorized representatives are hereby given the right of access to and full authority to inspect, examine, audit, and verify such records relating to the sale of electrical energy within the corporate limits of the City of Neptune Beach.

The Parties expressly agree that the above-stated payment provisions have been freely bargained for and represent fair and just compensation relative to the fair rental value of the rights-of-way and the other consideration given by the Grantor to the Grantee pursuant to this Franchise Agreement. In recognition of the foregoing agreement, each Party, intending to be legally bound, agrees not to contest or seek to limit or change the amount of such fee provided for herein in any legal, regulatory, or legislative proceedings of any type whatsoever; provided, however, that if at any time during the term of this Franchise Agreement Grantor notifies Beaches Energy that it desires to impose an additional franchise fee in support of Grantor's undergrounding project(s), which the Parties hereby acknowledge and agree that Beaches Energy will be entitled to pass along to Customers within the corporate

boundaries of the City of Neptune Beach as a separate retail billing line item, the Parties will use good faith, reasonable efforts to negotiate amendments or supplements to this Franchise Agreement to provide therefor.

Section 8. Grantor's Obligations and Reserved Rights. As a further consideration, during the term of this Franchise Agreement or any extension thereof the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party (or third parties) to any other retail customer's facility or facilities, provided that the City of Neptune Beach shall not be considered a "third party" or an "other retail customer" for purposes of this provision.

Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions that are subject to the provisions of the Federal Power Act. The Grantor retains the right to generate and distribute electric power for its own use, subject to the requirements of Florida law, and the right to operate emergency generating facilities owned by the Grantor for purposes of serving critical facilities (e.g., nursing homes, hospitals, water and wastewater treatment plants, and similar facilities) during declared emergencies such as hurricanes or tropical storms.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility (or facilities) of the

Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions that have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person, provided that Grantee shall ensure by all means necessary that such purchases by the Grantor shall be made at the rates offered by the Grantee for the term of such transaction, and provided further that, if for any reason the Grantee does not honor its obligation to serve the Grantor's facilities at the rates offered by the Grantee for the term of the transaction, such failure shall entitle Grantor to terminate the transaction and purchase electric capacity and/or electric energy from another provider. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor shall be permitted and entitled to enter into the proposed transaction with the other person, and all of the terms and conditions of this Franchise Agreement shall remain in effect. In the event of a dispute as to whether the Grantee has offered rates, terms, and conditions what are equal to or better than those offered by the other person, it is the intent of the Parties that the determination of such dispute shall be made on an objective basis to the maximum extent possible. If the Parties are unable to agree, then the Parties agree to submit the dispute to binding arbitration

pursuant to the arbitration protocols of the American Arbitration Association; the Parties will each bear their own costs in any such arbitration proceedings.

The Grantor may also, if permitted by law and in compliance with any applicable provisions of Grantee's tariffs, (i) generate renewable electricity at any facility or property owned by the Grantor for storage or utilization at that facility, property, or other Grantor facilities, operations or equipment; (ii) use renewable energy sources to generate electricity for use in demonstration projects or at the Grantor's facilities; (iii) engage in net metering programs in accordance with any applicable Grantee tariffs; and (iv) sell electricity to the Grantee or other wholesale purchaser in compliance with applicable rules and regulations controlling such transactions.

Section 9. Streetlight Facilities Installation and Maintenance. The Grantee shall provide streetlighting service and private lighting service pursuant to its tariffs as approved by the City Council of Jacksonville Beach. The Grantee commits to work toward converting its existing streetlighting and private lighting luminaires to Light Emitting Diode (LED) technology as expeditiously as possible, consistent with commercially reasonable principles in the best interests of all of Grantee's customers.

Section 10. Joint Use of Poles, Conduits, and Similar Facilities. The Grantee shall have the right to enter into such contracts or agreements concerning the joint use of, or attachment to, its poles, conduits, or other facilities for the furnishing of telephone, telegraph, cable television, broadband, internet, and similar or other services as it may in its discretion desire. No such joint use or attachment agreements shall be construed or applied to limit or restrict the Grantor's plans to convert existing utility facilities from overhead to underground facilities and service, except that the Grantee hereby expressly disclaims any promise to the Grantor that undergrounding

will eliminate all above ground facilities that are subject to joint use or other attachment agreements. The Grantee agrees to use its reasonable efforts to cause counterparties under its joint use or other attachment agreements to remove facilities from existing poles after undergrounding of the Grantee's Facilities, but nothing in this Section 10 or otherwise is a guarantee or promise that the Grantee will secure such counterparties' agreement and cooperation. Any and all income derived from said joint use or other attachment agreements shall accrue solely and exclusively to the Grantee; provided, however, nothing herein shall be construed to prevent either the granting of a franchise for any such services by the City of Neptune Beach to any providers thereof or the retention of all income from such franchises by the Grantor.

Section 11. Public Meetings in Advance of Approval of a Sale, if any, of Beaches Energy's Electric System. Prior to the City Council of the City of Jacksonville Beach, Florida approving the sale of the Beaches Energy electric system, if such event ever were proposed or anticipated to occur, the City Council of Neptune Beach, Florida must be given the opportunity to hold a meeting to address such potential sale of the Beaches Energy electric system, with representatives of Beaches Energy Services present to present information and answer questions. In addition to the foregoing sentence, the City Council of the City of Jacksonville Beach, Florida shall also hold a meeting so that Neptune Beach can send representatives and ask questions of Grantee in a public meeting prior to the meeting at which a final decision to sell the Beaches Energy electric system will be decided.

Section 12. Default by Grantee. Failure on the part of the Grantee to comply in any material respect with any of the provisions of this Franchise Agreement shall be grounds for forfeiture of Grantee's rights and privileges hereunder, but no such forfeiture

shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal by either Party) by a court of competent jurisdiction that the Grantee has failed to comply in a material respect with any of the provisions, terms, or requirements of this Franchise Agreement, and the Grantee shall have six months after such final determination to cure the default before a forfeiture shall result. The Grantor, in its sole discretion, may grant additional time to the Grantee for compliance.

Section 13. Default by Grantor. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this Franchise Agreement, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with vehicular (including motor and bicycle) or pedestrian traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this Franchise Agreement; or (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this Franchise Agreement and entitle the Grantee to withhold a portion of the payments provided for in Section 7 hereof, such portion being demonstrably commensurate with any cost or loss suffered by Grantee as a result of the Grantor's action, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination, after the expiration or exhaustion of all rights of appeal by either Party, in the matter. The Grantor recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as may be provided by law. The Grantee recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be

deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as may be provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 8 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers during the term of this Franchise Agreement.

Section 14. Change in Law. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality, or political subdivision of either of them having jurisdiction), any person is permitted to provide electric service within the incorporated areas of the Grantor to a Customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this Franchise Agreement if such competitive disadvantage is not remedied to the reasonable satisfaction of the Grantee within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the obligations of the Grantee hereunder that cause the competitive disadvantage. The Grantee and the Grantor shall then have 90 days in which to negotiate an amendment to this Franchise Agreement that eliminates such competitive disadvantage, as determined in the reasonable discretion of the Grantee. If such competitive disadvantage is not so eliminated within said time period,

the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 15. Audit; Accuracy of Billing. (a) The Grantor may, upon reasonable notice and within 90 days after the end of each fiscal year of the Grantor, at the Grantor's expense, examine and audit the records of the Grantee relating directly to the calculation of the Franchise Fee payments for the five years preceding the end of such fiscal year. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, or as otherwise mutually agreed in writing by the Parties. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's Customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. This provision shall survive termination of this Franchise Agreement.

(b) Grantor waives, settles and bars all claims relating in any way to the amounts paid by the Grantee under the terms embodied in the 2002 Electric Agreement, or amounts allegedly owed by Grantee to Grantor as of the effective date of this Ordinance, provided that Grantee pays all amounts due and owing to Grantor as of the effective date of this Ordinance, including all amounts due and owing pursuant to any audit then in process.

Section 16. Severability. The provisions of this Franchise Agreement are interdependent upon one another, and if any of the provisions of this Franchise Agreement are found or adjudged by a court of competent jurisdiction (after the expiration of all rights of appeal) to be invalid, illegal, void, or of no effect, such finding or adjudication shall not affect the validity of the remaining provisions for a period of ninety (90) days, during which period the Parties will negotiate in good faith to amend this Franchise Agreement so as to restore to the maximum extent permissible, the original economic bargain embodied in this ordinance. If an agreement to amend the ordinance is not reached at the end of such ninety (90) day period, either party may provide notice to the other declaring this entire Franchise Agreement to be null and void and of no force or effect; provided, however, that in the event that this Franchise Agreement is terminated by either Party pursuant to this provision of this Franchise Agreement, the Grantee expressly recognizes and agrees that the Grantor's Right to Purchase pursuant to Section 2(b) shall survive any such termination and thereupon immediately vest in Grantor.

Section 17. Entire Agreement. This Franchise Agreement is intended to constitute the sole and entire agreement between the Grantor and Grantee with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations with respect to the subject matter hereof not expressly set forth in this Franchise Agreement are of no force or effect, and this supersedes all prior drafts and verbal or written agreements, commitments, or understandings with respect to the subject matter hereof, which shall not be used to vary or contradict the expressed terms herein. Both Parties have been represented by counsel of their choosing with regard to

this Franchise Agreement. The Parties agree expressly that the Franchise Fee provisions set forth herein were freely bargained for and represent fair consideration for the terms provided by the Grantor to Grantee under this Franchise Agreement and that each Party agrees not to contest the amount of the Franchise Fee provided herein, excepting any changes resulting from the application of the Favored Nations provisions in Section 11 hereof.

Section 18. Certain Definitions. As used herein “person” means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority, or any other entity of whatever nature.

Section 19. Successors and Assigns; Assignment. Whenever in this Franchise Agreement either the City of Neptune Beach or the City of Jacksonville Beach (or Beaches Energy Services) is named or referred to, it shall be deemed and understood to include the respective successor, successors, or assigns of either Party, and all rights, privileges and obligations herein conferred shall bind and inure to the benefit of such successor, successors, or assigns of the Grantor or of the Grantee. Any assignment by either Party shall be effective only upon the written consent of the non-assigning Party, which consent shall not be unreasonably withheld or delayed.

Section 20. Modification. It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the Grantor’s City Council.

Section 21. Governing Laws; Compliance with Federal, State, and Local Laws. This Franchise Agreement shall be governed and construed by the applicable laws of

the United States, State of Florida, and the Codes and Ordinances of the Grantor to the extent not preempted. The Parties agree to comply with and observe all applicable Federal, State, and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Section 22. Preliminary Dispute Resolution. The Parties agree that it is in each of their respective best interests to avoid costly litigation or arbitration as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that in the event of any dispute between the Parties, senior management of each Party will engage in an in-person meeting to attempt to resolve any dispute within thirty (30) days of notification of the dispute or as mutually agreed to by the Parties; the Parties further agree to continue discussions toward resolving the dispute for a reasonable time relative to the nature and complexity of the dispute. Such meeting and discussions shall be required prior filing an action in an appropriate court, unless either Party determines that it will be irreparably harmed as a result of such delay.

Section 23. Venue. In the event that any legal proceeding is brought to enforce the terms of this Franchise Agreement, it shall be brought exclusively in Duval County, Florida, or, if applicable, in the U.S. District Court for the Northern District of Florida.

Section 24. Notices. Except in exigent circumstances, and except as may otherwise be specifically provided for in this Franchise Agreement, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder, unless acknowledged as received by the other party. All notices shall be addressed as follows:

To the City:

City of Neptune Beach
City Hall
116 First Street
Neptune Beach, Florida 32266
Attn: City Manager

To Grantee:

Beaches Energy Services
City Hall
11 North 3rd Street
Jacksonville Beach, Florida 32250
Attn: Utilities Director/City Manager

Copy to:

City of Neptune Beach
City Hall
116 First Street
Neptune Beach, Florida 32266
Attn: City Attorney

Copy to:

Beaches Energy Services
City Hall
11 North 3rd Street
Jacksonville Beach, Florida 32250
Attn: City Attorney

Any changes to the above shall be in writing and provided to the other Party as soon as practicable.

Section 25. Repealer; Surrender of Existing Franchise. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. As a further consideration for the granting of the franchise and associated rights and privileges granted hereby, the Grantee surrenders all franchises and associated rights and privileges heretofore granted by the City of Neptune Beach or the State of Florida for any of the purposes stated in Section 1 or any other sections of this Franchise Agreement and now enjoyed by Grantee in the City of Neptune Beach; provided, however, that such surrender shall not be effective unless and until: (a) this Ordinance shall be finally adopted by the City, (b) the Franchise Agreement created and established hereby shall be accepted by the Grantee, and (c) the Franchise Agreement and associated rights and privileges granted hereby shall be validly in force and effect pursuant to such adoption by the City and acceptance by the Grantee.

Section 26. Acceptance of Franchise Agreement; Effective Date. This Ordinance shall be effective to create the Grantee's right to accept the Franchise

Agreement under the terms and conditions set forth herein as of the date of its adoption by the City. As a condition precedent to the full effectiveness of the Franchise Agreement embodied in this Ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of the Grantor's adoption of this Ordinance. The date upon which the Grantee files such acceptance shall be the "Effective Date" of the Franchise Agreement as between the City of Neptune Beach and the City of Jacksonville Beach, d/b/a Beaches Energy Services.

VOTE RESULTS OF FIRST READING AND FIRST READING:

Mayor Corrine Bylund
Vice Mayor Nia Livingston
Councilor Tim Horvath
Councilor Josh Messinger
Councilor Brent Rogers

Passed at First Reading this ___ day of _____, 2025

VOTE RESULTS OF SECOND READING AND FINAL READING:

Mayor Corrine Bylund
Vice Mayor Nia Livingston
Councilor Tim Horvath
Councilor Josh Messinger
Councilor Brent Rogers

Passed at Second Reading this ___ day of _____, 2026.

CITY OF NEPTUNE BEACH

Corrine A. Bylund, Mayor

Richard Pike, City Manager

ATTEST:

Approved as to form and legal
sufficiency:

Catherine Ponson, City Clerk

Paul Waters, City Attorney

Date Signed

CITY OF JACKSONVILLE BEACH

Christine Hoffman, Mayor

ATTEST:

Molly Alleger, City Clerk

Date Signed

Michael Staffopoulos, City Manager

Approved as to form and legal
sufficiency:

David Migut, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	December 15, 2025
SUBJECT:	Ordinance No. 2025-8230 Amending the Bid Threshold in Chapter 2 "Administration", Article I "In General"

BACKGROUND

The City last amended the purchasing policy in 2008, setting the bid threshold at \$25,000. Since that time, the State of Florida has increased the bid threshold from \$25,000 to \$35,000 for state agencies. Local governments have the authority to implement higher thresholds for their own purchasing and bidding processes. In recognition of the rising costs of doing business, staff recommends that the City's bid threshold be increased to \$50,000. This amount is in line with comparable local governments and maintains adequate internal control over the purchasing process.

In addition to the bid threshold increase, this ordinance also makes the following changes:

- Repeal Sec. 2-1. - Purchase of materials, etc., in excess of specified amount; publication notice for bids - Definitions, to remove the definitions, which will be incorporated into the new Procurement Manual.
- Renumbering the previous Sec. 2-1.1. due to the repeal of Sec. 2-1.
- Repeal Sec. 2-2. - Adoption of uniform accounting system due to irrelevancy. The State implemented the Uniform Accounting System Chart of Accounts in 1978, and all local governments are required to follow it ([s. 218.33, F.S.](#)).
- Re-title the Purchasing Manual to Procurement Manual to properly reflect the broader scope of sourcing goods and services, including supplier selection and vendor relationship management.

The change in the bid threshold will not compromise the purchasing practices of the City because we have strict policies in our Procurement Manual regarding the purchase of goods or services that require competitive quotes.

Ordinance No. 2025-8230 was approved at its first reading held on December 1, 2025.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2025-8230 on the second reading amending the bid threshold in City Code of Ordinances, Chapter 2 "Administration", Article I "In General"

ATTACHMENTS

AGENDA ITEM:	A.
MEETING DATE:	December 15, 2025



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

1. Ordinance 2025-8230 Amending Bid Threshold

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

ORDINANCE NO. 2025-8230

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION” OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, CODE OF ORDINANCES BY REPEALING CHAPTER 2 – ADMINISTRATION, ARTICLE I. – IN GENERAL, SECTION 2.-1. – PURCHASE OF MATERIALS, ETC., IN EXCESS OF SPECIFIED AMOUNT; PUBLICATION OF NOTICE FOR BIDS – DEFINITIONS; AMENDING AND RENUMBERING SECTION 2-1.1. – PURCHASE PROCEDURES; CONTRACTS, ETC.; AND REPEALING SECTION 2-2. – ADOPTION OF UNIFORM ACCOUNTING SYSTEM; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City has not amended the purchasing code to reflect the increased cost of goods and services since 2008; and

WHEREAS, increasing the formal bid threshold to \$50,000.00 will allow the city to respond more quickly to operational needs, while maintaining sufficient fiscal oversight; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City’s powers and authority, and serves the best interest of the City.

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. REPEAL OF CHAPTER 2, ARTICLE I, SECTION 2-1. Chapter 2, Article I, Section 2-1. - Purchase of materials, etc., in excess of specified amount; publication of notice for bids—Definitions is hereby repealed in its entirety.

SECTION 3. AMENDMENT TO AND RENUMERATION OF CHAPTER 2, ARTICLE I, SECTION 2-1.1. Chapter 2, Article I, Section 2-1.1. – Purchase procedures; contracts, etc. of the Code of Ordinances, city of Jacksonville Beach, Florida, is hereby amended to read as follows:¹

Sec. 2-1.1. – Purchase procedures; contracts, etc.

(a) *Purchase procedure.* Unless authorized by the city council, before any expenditure for commodities or contractual services exceeding a bid threshold amount of ~~twenty-five~~

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

~~thousand dollars (\$25,000.00)~~ fifty thousand dollars (\$50,000.00) may be legally incurred by the city, a competitive award must be made. To make a competitive award, invitations to bid or requests for proposals/qualifications require that public notice be given by publication of a legal notice at least once in a newspaper of general circulation not less than seven (7) days prior to making any such purchase or awarding a contract therefore. The public notice must specify or describe clearly the kind, amount, and nature of such commodities, or contractual services intended to be purchased or contracted for by the city. This subsection shall apply to all purchases of commodities or contractual services except professional services.

(b) *Award of contract.* When the city has advertised to competitively award, the award must be made to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder must be judged on the basis of price, conformance to specifications, bidders' qualifications including the bidders' past performance in such matters, quality and utility of services, supplies, materials or equipment offered and their adaptability to the required purpose and in the best interest of the public, each of the factors considered.

1. *Right to reject bid/proposals for commodities/contractual services.* The city shall reserve the right to reject any or all bids/proposals and such reservation shall be indicated in all advertising and invitations to bid/requests for proposal.
2. *Right to waive minor irregularities for commodities/contractual services.* The city shall reserve the right to waive any minor irregularities in an otherwise valid bid/proposal. Variations which are not minor cannot be waived.
3. *Bid modification for commodities/contractual services.* A bidder or offeror may not modify its bid after bid/proposal opening. Mistakes in an arithmetic extension of pricing may be corrected by the city.

(c) *[Applicability.]* The provisions of subsection (a) do not apply:

1. When the project is undertaken to replace, reconstruct or repair an existing facility damaged or destroyed by a sudden turn of events, such as an act of God, riot, fire, flood, accident or other urgent circumstances, and such damage or destruction creates:
 - a. An immediate danger to the public health or safety;
 - b. Other loss to public or private property which requires emergency government actions; or,
 - c. An interruption of an essential government service.
2. When the government entity does not receive any responsive bids after a request to competitively award.
3. When single source purchases are approved by city council.
4. Purchases of electricity by the Florida Municipal Power Agency.
5. Purchases utilizing competitive bids from other government entities. The city manager or his designated representative may approve the purchase of commodities or contractual services utilizing competitive bids from other

governmental entities including but not limited to federal, state, and local government entities.

- (d) *Contracts which require an annual appropriation; contingency statement.* The city shall not enter into any contract for the purchase of tangible personal property for a period in excess of one fiscal year, unless the following statement is included in the contract: "The city's performance and obligation to pay under this contract is contingent upon an annual appropriation by the city council."
- (e) *Title to property.* The city manager is delegated the administrative authority to declare surplus city personal property and sell the same by a competitive award process or by public auction. Surplus property can be disposed of, as determined at the discretion of the city manager, by trading in on new commodities, donating it to another governmental agency, or by junking if the property is determined to be unfit for sale and of no usable value. Exception is made for the sale of small or non-conforming real estate with a valuation below the city manager's purchasing authority (as established by either the City of Jacksonville Property Appraiser or certified appraisal), which may be sold at the city manager's discretion. The sale of conforming real estate, or real estate with a valuation above the city manager's purchasing authority (as defined above) shall require city council authorization and determination of the sales process. 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 the 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, 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, 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.

- (f) *PurchasingProcurement manual*. The city shall maintain a purchasingprocurement manual establishing purchasing policies, procedures and rules for all city departments. The purchasingprocurement manual must be adopted by the city council.

SECTION 4. REPEAL OF CHAPTER 2, ARTICLE I, SECTION 2-2. Chapter 2, Article I, Section 2-2 – Adoption of Uniform Accounting System of the Code of Ordinances, City of Jacksonville Beach, Florida, is hereby repealed in its entirety and shall be reserved for future use.

SECTION 5. CONFLICTING ORDINANCES. That all ordinances, resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

SECTION 6. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 7. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 8. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

AUTHENTICATED THIS _____ DAY OF _____, 2025.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	December 15, 2025
SUBJECT:	Ordinance No. 2026-8232 Amending Ch. 34, Art. VII, Div. 2, by Creating a New Sec. 34-733 "Requests for Accommodation" from the City's Land Development Code [First Reading]

BACKGROUND

In 2025, the Florida State Legislature adopted [Senate Bill 954](#), which is an act relating to certified recovery residences. A certified recovery residence, as defined by Florida Statutes, is "a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator." Certified recovery residences serve to provide accessible and safe housing and services for substance abuse recovery. Recovery residences, also known as "sober homes" or "sober living homes", are alcohol and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs. These residences offer no formal treatment and are, in some cases, self-funded through resident fees. The Americans with Disabilities Act ensures that people with disabilities have the same rights and opportunities as everyone else. This includes people with addiction to alcohol and people in recovery from opioids and other drugs.

Chapter 397 of Florida Statutes lays out the rules and requirements for the provision of substance abuse services. Pursuant to s. 397.487, F.S., the Legislature finds that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a strong foundation by living in a recovery residence while receiving treatment.

The Bill, as amended, requires counties and municipalities to adopt an ordinance establishing procedures for the review and approval of certified recovery residences. This must be completed by January 1, 2026. The ordinance must include the following:

- A process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence;
- Consistency with the Fair Housing Amendments Act of 1988 and Title II of the Americans with Disabilities Act;
- A written application process for requesting reasonable accommodation for the establishment of a certified recovery residence;
- Requirement that the local government date-stamp each application upon receipt and notify the applicant of deficiencies in the application within 30 days after receipt of the application;
- Requirement that the local government issue a final written determination on an application within 60 days of receipt of the application, either approving or denying the request;
- Provision that if a final written determination is not issued 60 days after receipt of an application, the request is deemed approved unless both parties agree to a reasonable extension; and



- Minimum application requirements.

The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for the establishment of a certified recovery residence, provided any additional requirements are consistent with other federal and state laws. The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation. Finally, the ordinance may include provisions for the revocation of a granted accommodation.

The Planning Commission met on December 8, 2025, to review Ordinance No. 2026-8232 and recommends approval of the Ordinance subject to two conditions as specified in the attached memo from Senior Planner Christian Popoli. The Ordinance as drafted does not contain either of the Planning Commission's recommendations.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8232 on the first reading amending Chapter 34, Article VII, Division 2 "SUPPLEMENTAL STANDARDS" by creating a new Section 34-733 "Requests for accommodation" from the City's Land Development Code, and schedule a second reading for January 20, 2026

ATTACHMENTS

1. PC# 21-25 for Ord. 2026-8232
2. Ordinance No. 2026-8232 LDC Amendment Reasonable Accommodation



MEMORANDUM	
TO:	Heather Ireland, Planning and Development Director
FROM:	Christian Popoli, Senior Planner
DATE:	December 9, 2025
SUBJECT:	Recommendation from Planning Commission on Ord. 2026-8232

The Planning Commission met December 8, 2025, to review, discuss and make a recommendation to City Council on the proposed reasonable accommodation, Ordinance number 2026-8232.

Their recommendation is as follows:

The Planning Commission recommends **Approval with the following conditions:**

1. The word “*designee*” be removed in all instances, and the Ordinance should read “*City Manager Only*” in all occurrences.
2. That due to the very short window of time to review the proposed Ordinance, the Planning Commission is recommending approval, with the condition that the City’s legal staff hold a discussion with the Planning Commission sometime in January of 2026, so they can ask questions of the legal staff, and if needed, make recommendations to City Council for potential amendments after the discussion.

I am happy to answer any questions regarding this hearing or recommendation.

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

ORDINANCE NO. 2026-8232

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CITY CODE OF ORDINANCES CHAPTER 34, "LAND DEVELOPMENT CODE", ARTICLE VII, "SITE DEVELOPMENT STANDARDS", DIVISION 2, "SUPPLEMENTAL STANDARDS", BY CREATING A NEW SECTION 34-733 "REQUESTS FOR ACCOMMODATION", TO PROVIDE PROCEDURES FOR HANDLING AND PROCESSING REQUESTS FOR ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that establishes operational and ethical safeguards for disabled persons and the City desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to "Certified Recovery Residences", the City desires to enact an ordinance providing for procedures for handling and processing requests for accommodation from the City's Land Development Code before the statute's effective date of January 1, 2026; and

WHEREAS, "reasonable accommodation" is a statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act, hereafter "disabled"), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing; and

WHEREAS, the City hereby desires to adopt within the Land Development Code, and consistent with SB 954 (2025) and the Final Order of the Southern District of Florida in *Jeffrey O. v. City of Boca Raton*, 511 F. Supp. 2d 1339 (S.D. Fla. 2007), reasonable accommodation procedures that will permit disabled individuals (or qualifying entities) to request reasonable accommodations and, where appropriate based on the facts and law, to receive reasonable accommodations; and

WHEREAS, the City desires to require annual recertification of reasonable accommodation approvals in order to ensure ongoing protection for the disabled; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the Planning Commission reviewed the proposed text amendment at a public hearing held on December 8, 2025, and voted to recommend that the changes be approved; and

WHEREAS, the City Council is charged with protecting the health, safety, and welfare of its residents and believes this Ordinance to be in the best interests of the residents.

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

SECTION 1. RATIFICATION. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance.

SECTION 2. CREATION OF NEW SECTION. CHAPTER 34, "LAND DEVELOPMENT CODE", ARTICLE VII, "SITE DEVELOPMENT STANDARDS", DIVISION 2, "SUPPLEMENTAL STANDARDS", Section 34-733 "Requests for accommodation" is hereby created to read as follows¹:

Sec. 34-733. - Requests for accommodation.

(a) Purpose. The purpose of this section is to implement a procedure for processing requests for reasonable accommodation to the City's Code of Ordinances, Land Development Regulations, Rules, Policies, and Procedures for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(b) Notice to the public of availability of accommodation. The city shall display a notice in the city's public notice bulletin board (and shall maintain copies available for review in the city clerk's office), advising the public that disabled individuals (and qualifying entities) may request a reasonable accommodation as provided herein.

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

(c) Application. A request by an applicant for reasonable accommodation under this section shall be either oral or written. A written request may be submitted by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the city's ADA coordinator. The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The reasonable accommodation request form shall be substantially in the form set forth in subsection 34-733(g)(1), below.

(1) Confidential information. Should the information provided by the applicant to the city include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the city, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The city shall thereafter endeavor to provide written notice to the disabled individual, and/or their representative, of any request received by the city for disclosure of the medical information or documentation which the disabled individual has previously requested be treated as confidential by the city. The city will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the city shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.

(2) Fee. There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section, and the city shall have no obligation to pay a requesting party's attorney's fees or costs in connection with the request, or an appeal.

(3) City assistance. The city shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with an applicant's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(d) Findings for reasonable accommodation. In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish, at a minimum, that:

(1) They are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, or a qualifying entity, as defined in the FHA and/or ADA.

- (2) The proposed reasonable accommodations sought are reasonable and necessary to afford the subject individual(s) with disabilities an equal opportunity to use and enjoy the housing that is the subject of the request.

The foregoing, in addition to applicable federal standards, (all as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the city manager, or his/her designee, or by a Special Magistrate in the event of an appeal.

(e) Decision process.

- (1) The city manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation, recertification of an approved reasonable accommodation, and amendment to an approved reasonable accommodation. When a reasonable accommodation request form has been completed and submitted to the ADA coordinator, it must be date-stamped upon receipt.
- (2) The city manager, or his/her designee, shall issue a written determination within no more than sixty (60) days of the date of receipt of a completed application and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request, or (3) deny the request in accordance with federal law, stating with specificity, the evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e. the disabled individual or his/her representative). If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to reasonable extension of time.
- (3) If reasonably necessary to reach a determination on the request for reasonable accommodation, the city manager, or his/her designee, may, within thirty (30) days of the receipt of the request for reasonable accommodation, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have thirty (30) days after the date of the request for additional information to provide the requested information. If the requesting party fails to provide the requested additional information within said thirty (30) day period, the city manager, or his/her designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the city with regard to said reasonable accommodation request shall be required.

- (f) Appeal. The appeal of any decision of the city manager or his/her designee regarding a request for reasonable accommodation, recertification of an approved reasonable

accommodation, or amendment to an approved reasonable accommodation shall be considered pursuant to the requirements of this section. Within thirty (30) days after the city manager's, or his/her designee's, determination regarding a reasonable accommodation request is mailed to the requesting party, such applicant may appeal the decision by filing a notice of appeal with the city clerk. The city clerk or designee shall act as clerk to the Special Magistrate for purposes of an appeal from a decision under this section. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the Special Magistrate who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. The appeal shall be conducted as a de novo review of the evidence on record for the original review under the required findings of this section. The decision of the Special Magistrate shall be considered final city action and may be appealed within thirty (30) days to a court of competent jurisdiction as provided by law.

(g) Request form for reasonable accommodation.

(1) Contents of reasonable accommodation request form:

- a. Name and contact information of the applicant, and as applicable, the applicant's authorized representative;
- b. Information regarding property at which reasonable accommodation is requested, including the parcel address of such location and property identification number;
- c. Describe the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought;
- d. Reasons the accommodation may be necessary for the applicant or the individuals with disabilities seeking the specific accommodation; and if relating to housing, why the requested reasonable accommodation is necessary to use and enjoy the housing;
- e. Description of the qualifying disability or handicap;
- f. Other relevant information pertaining to the disability or property that may be needed by the city in order for it to be able to evaluate the request for reasonable accommodation;
- g. A statement as to whether the applicant is seeking the accommodation in order to make housing and/or provision of housing financially viable, with supporting documentation;

h. A statement as to the therapeutic necessity of the accommodation for the applicant, with supporting documentation;

i. If seeking a reasonable accommodation from the definition of family:

1. Proof of state licensure, as applicable to the location for which the reasonable accommodation is requested; or

2. Proof of certification pursuant to Section 397.487, Fla. Stat. as amended, or alternatively, certification under a nationally accredited agency or recognition or sanction by Congress if the accommodation is for or related to a recovery residence, as defined in Section 397.311, Fla. Stat.; and

3. All applicants must provide proof of satisfactory fire, safety, and health inspections as required by Section 397.487, Fla. Stat. or other applicable statute, as amended from time to time for the location for which the reasonable accommodation is requested;

j. Signature of applicant;

k. Date of application;

l. If on-site supervisor or manager, provide the name and contact information (phone and email) for each;

m. Disclosure of ownership interests of property; and

n. Consent of all property owners for application.

(h) Stay of enforcement. While an application for reasonable accommodation, or appeal of a determination of same, is pending before the city, the city will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(i) Expiration of approvals. Approvals of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.

(j) Revocation of reasonable accommodation.

(1) Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases.

(2) Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within sixty (60) days of termination of the license or certification.

(k) *Annual certification.* All reasonable accommodation requests approved by the city shall be valid for no more than one year and shall require annual recertification each year on or before February 1st. Recertification requests must be filed at least ninety (90) days before the conclusion of the end of the one-year period of effectiveness of the reasonable accommodation approval. The failure of the applicant to timely apply for annual recertification, or the denial of an annual recertification application, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same submittal, review and procedural requirements as set forth above for new applications. If a reasonable accommodation is for a property which is required to be licensed or certified pursuant to this section or applicable state or federal law, then to be recertified an applicant must provide proof of active licensure or certification consistent with the requirements of section 34-733(g)(1)i.

(l) *Revisions.* Any changes to the use or property desired by the applicant or identified by the City, state, or any certifying or licensing entity after approval or during the recertification process which require an additional reasonable accommodation or amendment to the original reasonable accommodation approval shall be processed as an amendment to the original approval and such amendment application shall follow the same application and review process set forth herein for an original reasonable accommodation request.

(l) *Severability.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Section 34-733, "Requests for Accommodation", is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Section 34-733 "Requests for Accommodation".

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

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

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and

City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

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

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

AUTHENTICATED THIS ____ DAY OF JANUARY, A.D., 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	December 15, 2025
SUBJECT:	Ordinance No. 2026-8231 Amending City Code of Ordinances, Chapter 20 Parks and Recreation, Article III Use Regulations, Article IV Park Rules and Regulations [First Reading]

BACKGROUND

Staff recommend updates to Chapter 20 - Parks and Recreation, Article III Use Regulations, Article IV Park Rules and Regulations 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.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8231 on the first reading, amending the City Code of Ordinances Chapter 20 Parks and Recreation, Article III Use Regulations and Article IV Park Rules and Regulations to make corrections and add a Section to provide codified local rules, regulations, and enforcement provisions concerning the City's parks and recreation, and schedule a second reading for January 20, 2026

ATTACHMENTS

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

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”, ARTICLE III “USE REGULATIONS”, ARTICLE IV “PARK RULES AND REGULATIONS” OF THE CODE OF ORDINANCES TO MAKE CORRECTIONS AND ADD A SECTION 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:

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

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.

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

Chapter 20 PARKS AND RECREATION¹

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

¹Cross reference(s)—Streets, sidewalks and other public places, Ch. 28.

State law reference(s)—Playgrounds and recreation centers, F.S. Ch. 418.

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.

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

(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.
- (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.

(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.

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- (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. 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.

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- (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 users 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.

(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
- 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.

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- (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) Disturbance of 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.

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- 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.

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

Sec. 20-14. Jax Beach Tennis Club (JBTC).

- (a) *Fees.* Charges for the use of the tennis courts at JBTC 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) JBTC is a smoke-free facility. The use of cigars, cigarettes, vapor, or e-cigarettes in any form is prohibited at JBTC, 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 JBTC 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.

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- (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 JBTC facility manager.
 - (14) City and JBTC 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 JBTC 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 JBTC 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. JBTC reservation policy is subject to court availability. Court reservations can be made by calling JBTC.
 - (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 JBTC staff.
- (f) *Waiting list.*

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- (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 JBTC staff determines the courts are unplayable and JBTC 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 JBTC 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. JBTC 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.)

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- (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 JBTC staff person must be on site during the event.
- (2) Facility should be adequately staffed based on event size and need.
- (3) All JBTC 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.

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- (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.

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- (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.

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- (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)

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.