



City of Jacksonville Beach

Code Enforcement Agenda

11 North Third Street
Jacksonville Beach, Florida

Special Magistrate

Wednesday, January 28, 2026

2:00 PM

Council Chambers

MEMORANDUM TO:

Special Magistrate for the
City of Jacksonville Beach, Florida

The following Code Enforcement Agenda has been prepared for consideration and action at the Regular Special Magistrate Hearing.

CALL TO ORDER

OLD BUSINESS

A. **CASE NUMBER : 25-303**

Homestead: No

Property Owner: RHC ASSOCIATES
C/O DUNKIN BRANDS
Violation Address: 1325 BEACH BLVD
JACKSONVILLE BEACH FL 32250
Violations: **Sec. 34-450. - Nonconforming signs.**

NEW BUSINESS

A. **CASE NUMBER : 25-380**

Homestead: No

Property Owner: ANNE CRICK DYAL

Violation Address: 524 N 18TH AVE

JACKSONVILLE BEACH fl

Violations: **Section 19-2(1)**, "Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetable growth to a height of ten (10) inches or more upon any premises or land within a developed area of the city..."

Section 19-2(2), "Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;"

Section 19-2(3), "Any condition which provides harborage for rats, mice, snakes and other vermin."

ITEMS FOR DISCUSSION

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 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.

**SPECIAL MAGISTRATE HEARING
JACKSONVILLE BEACH, FLORIDA**

CITY OF JACKSONVILLE BEACH

**Code Enforcement Case No. 25-303
CERTIFIED MAIL
January 21, 2026**

vs.

**DUNKIN BRANDS
1325 BEACH BLVD
JACKSONVILLE BEACH FL 2250**

NOTICE OF HEARING

Pursuant to Florida Statute Chapter 162 and the City of Jacksonville Beach Code of Ordinances, you are hereby notified that on **January 28, 2026, at 2:00 p.m.** a hearing will be held by the City of Jacksonville Beach Special Magistrate, in the **City Council Chambers at City Hall, 11 North 3rd Street, Jacksonville Beach, Florida**, concerning the following alleged violation(s) of the City of Jacksonville Beach, Code of Ordinances, as set forth below:

On **January 6, 2025** at **1325 Beach Blvd** Jacksonville Beach, Florida, more particularly described as Parcel ID# 177882-0000 and legally described as 16-94 38-2S-29E .301 PINE GROVE UNIT 3 S/D LOTS 12,19, the Respondent(s) violated the City of Jacksonville Beach Code of Ordinances as follows:

Sec. 34-450. - Nonconforming signs.

All signs that are lawfully in existence or are lawfully erected and that do not conform to the provisions of this division are declared nonconforming signs. **It is the intent of this division to recognize that the eventual elimination of nonconforming signs as expeditiously and fairly as possible is as much a subject of health, safety, and welfare as is the prohibition of new signs that would violate the provisions of this division. It is also the intent of this division that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights.**

(2) Signs rendered nonconforming:

a. Except as provided in this section, a nonconforming sign may continue in the manner and to the extent that it existed at the time of the adoption, amendment or annexation of the division that rendered the sign nonconforming. This section shall not prohibit reasonable repairs and alterations to nonconforming signs.

b. A nonconforming sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this division. An existing monument sign that conforms to the

size and height limitations set forth herein, but is otherwise nonconforming, may be relocated a single time to another location on the same parcel.

c. Any nonconforming sign shall be removed or rebuilt in full conformity to the terms of this division if it is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty (50) percent or more of the cost of replacement of such sign.

(4) Signs discontinued:

a. Sign structures that remain vacant, unoccupied or devoid of any message, or display a message pertaining to a time, event or purpose that no longer applies, for a period of one hundred eighty (180) days, shall be deemed to be discontinued.

b. A nonconforming sign deemed discontinued shall immediately terminate the right to maintain such sign.

c. After a sign structure has been deemed discontinued, it shall be the responsibility of the property owner or the property owner's authorized agent to remove the discontinued sign and to patch and conceal any and all damage to any other structure resulting from removal of the sign.

d. Removal of a discontinued nonconforming sign shall include all sign support components, angle irons, poles, and other remnants of the discontinued sign, that are not currently in use, or proposed for immediate reuse as evidenced by a sign permit application for a permitted sign.

You are ordered to appear before the Special Magistrate on Wednesday, January 28, 2026 at 2:00 p.m., to answer these charges and to present your side of the case. Failure to appear may result in the Special Magistrate proceeding in your absence. If the alleged violation(s) is/are corrected and then recurs, or if the violation(s) is/are not corrected by the time specified for correction by the Inspector, your case may be presented to the Special Magistrate even if the violation(s) has/have been corrected prior to the hearing.

Should you be found in violation of the Jacksonville Beach Code of Ordinances and fail to comply within the time set forth by the Special Magistrate, the Special Magistrate has the power to levy fines of up to \$250.00 a day for the first violation, or in the case of a repeat violation, up to \$500.00 a day for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred. An order imposing a fine may be recorded in the public records of Duval County, Florida, and shall constitute a lien against the property upon which the violation(s) exist(s) and upon any other real or personal property owned by you.

You have the right to obtain an attorney at your own expense to represent you before the Special Magistrate. You will also have the right to present witnesses and documents, question the witnesses

Special Magistrate Notice of Hearing
January 21, 2026
Code Enforcement Case No. 25-303
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against you and to review any documents presented at the hearing prior to the Special Magistrate making a Finding of Fact. Please be prepared to present evidence at this hearing concerning the amount of time necessary to correct the alleged violation(s), should you be found in violation.

If you have transferred ownership of the property subject to the alleged violation(s) between the time of this Notice of Hearing and the time of the hearing, you must present evidence of your compliance with Section 162.06(5), Florida Statutes, and you must file a notice with the Inspector of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you should have any questions regarding your case, please contact Nikki Beavers, Code Enforcement Inspector at (904) 247-6284. We also ask that you not bring small children to the hearing; that you make other arrangements for their care.

Sincerely,

Molly Alleger
City Clerk
City of Jacksonville Beach

cc: David Migut, City Attorney
Nikki Beavers, Code Enforcement Inspector

NOTICE

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Location Information: Dunkin - Jacksonville Beach, FL 1325 Beach Blvd JACKSONVILLE BEACH, FL 32250 Store#:	Buyer Information: Dunkin - Jacksonville Beach, FL 1325 Beach Blvd JACKSONVILLE BEACH, FL 32250 Contact:	Quote Date: 08/07/2025 Project #: 518953 Quote #: 173905
	Terms: 100% DOWN	Salesperson: Andrew Grape agrape@personasigns.com

QTY	ITEM	Unit Price	Total Price
2	Dunkin Custom 2' x 4' Rigid Pylon Replacement Face	\$1,185.67	\$2,371.34

Signage Total:	\$2,371.34
Freight & Handling:	\$275.55
Packaging:	\$88.93
Tax (Taxes are subject to the tax rules and rates in effect at the time the order is invoiced.):	\$184.52
Total Estimated Project Costs:	\$2,920.34

Support Structure Inspection Service

BUYER acknowledges that BUYER is responsible for all liability arising from failure of the existing Support Structure, per the TERMS AND CONDITIONS of the CONTRACT. SELLER offers a Support Structure inspection service pursuant to which SELLER will perform a visual (noninvasive) safety inspection of your existing sign Support Structure. This visual safety inspection shall only be performed with respect to aboveground portions of the Support Structure and shall not include any inspection of foundations, footings, or any portions of the Support Structure which are belowgrade. If BUYER elects to have SELLER perform this Support Structure inspection, there will be an additional fee of \$500 added to the total project cost.

Yes _____ (initials) I would like SELLER to perform this Support Structure inspection service.
 If BUYER does not initial "Yes" above, BUYER shall be deemed as having requested SELLER not to perform the Support Structure inspection service described above.

Payment Options

View payment option alternatives - <https://personatriangle.com/payment-financing>

Amount required to place order:	\$2,920.34
Remaining balance prior to shipment:	\$0.00

Leasing options available. Please ask Andrew Grape for more details.

Pricing is guaranteed for 30 days from quote date.

PERSONA SIGNS, LLC:
 BY: Andrew Grape _____
 TITLE: Sales Representative _____
 DATE: 08/07/2025 _____

BUYER:
 BY: _____
 TITLE: _____
 DATE: _____

The following pages, which include Contract Notes (if any) and Terms & Conditions, are part of this agreement and by signing above the parties agree they are bound thereby to the terms below.

Contract Notes:

*Pricing for poles, pole structures, foundations and pylon cabinets is subject to change pending verification of state and municipal building codes and regulations. If stamped engineering is required and if that engineering dictates a change to the signage design, pole structure or foundation is required, there may be additional charges.

* Freight Charges are subject to change due to fuel rates and truck availability. Actual freight charges will be added to the final invoice.

To place an order, please sign the proposal and return with deposit payment

To pay by credit card, go to our secure website at <https://www.personatriangle.com/payment-financing>

TECHNICAL SURVEY

1. Must be conducted by customer's installer to verify measurements and site location/conditions.
2. Should the scope change following the technical survey a change order will be presented for approval.

ELECTRICAL POWER

1. All signs are wired for 120-volt power. See Persona's primary power document for amp loads and electrical requirements.
2. Channel letters require isolated dedicated circuits. See Persona's primary power document for amp loads and electrical information.

EXCLUSIONS:

1. Freight charges are estimates only. Freight charges are subject to change due to fuel prices, number of shipments requested, truck availability and final weight of crated product at time of shipment.
2. Price does not include installation, permits or engineering. Customer is responsible for verifying that signs being ordered comply with city code, are permitted, installed per Persona's specs and have corporate approval.

SIGNAGE

1. Customer/customer's installer is responsible to receive and inspect signage upon delivery. If damaged, needs to be inspected and signed for as damaged, otherwise owner responsible for damage and replacement costs.
2. Pricing for poles, pole structures, foundations and pylon cabinets (structures) is subject to change pending verification of state and municipal building codes and regulations. If stamped engineering is required and if that engineering dictates a change to the signage design, pole structure or foundation is required, there may be additional charges. Final pricing for structures will be contingent on engineering assessments, permitting, and the prevailing market conditions at the time.
3. Canopy Fascia prices based on initial information provided to sign vendor - pricing subject to change based on final field dimensions. Field dimensions will be verified after trellis installation.
4. All custom signage and outsourced product lead times vary depending on product and will be estimated at time of contract.
5. Persona's warranty is applicable to Persona-manufactured product only. Outsourced items fall under the outsourced manufacturer's warranty.

Invoicing & Payment Information:

Billing Contact Name _____
Billing Contact Email _____
Billing Contact Phone Number _____
Billing Contact Address _____

How do you prefer to receive your invoices?

- Mail or Email

Do you require applications for payment requests?

- If yes,
 - Please send the application to **AR@personasigns.com**.
 - What day of the month are they due?
 - How many days after the application is submitted is the payment released?

Do you utilize a 3rd party online invoicing portal?

- If yes,
 - Is it required for Persona to use?
 - Are there any fees associated with using it?
 - Please send invitations to your portal to **paypersona@personasigns.com**.

Do you require lien waivers to release payment?

- If yes,
 - Please send your unconditional and conditional samples to **AR@personasigns.com**.

Do you hold retainage?

- If yes,
 - What is the percentage of retainage that you hold?
 - When will it be released?

Are you tax exempt?

- If yes,
 - Please attach your tax exemption form

We accept credit card and e-check payments on our website at

<https://personasigns.com/financing-bill-pay/>

We also accept ACH and wire transfers.

Please send these payments to:

Name of Bank:

ENTERPRISE BANK
150 N MERAMEC AVENUE
CLAYTON, MO 63105

Beneficiary: Persona Signs, LLC
Account #: 1887272
ABA Routing #: 081006162

FUNDS IN US DOLLARS ONLY

Checks can be mailed to:

Persona Signs, LLC
Attn: Accounting
700 21st Street SW
Watertown, SD 57201

TERMS & CONDITIONS

These Terms & Conditions and the Sales Contract are made and entered into by and between the buyer described in the above Sales Contract (the "BUYER") and Persona Signs, LLC (the "SELLER"). The Sales Contract any Contract Notes above and these Terms & Conditions are collectively referred to as the "CONTRACT". BUYER agrees to buy and SELLER agrees to sell the product, and/or services in the CONTRACT based on the terms and conditions set forth in the CONTRACT.

PAYMENT TERMS

A. The Amount Required to Place Order noted on the front of the CONTRACT is due and payable to SELLER with the executed CONTRACT. BUYER'S order will be entered into production (if required) upon receipt of the Amount Required to Place Order and permits are acquired. Ship dates will be given to BUYER upon receipt of the Amount Required To Place Order and all information required by SELLER to produce product. Final payment is due as noted on the front of the CONTRACT. Failure to provide SELLER with payment will delay your shipment and/or installation completion date. No changes in payment schedule will be accepted after your CONTRACT has been executed unless agreed in writing by SELLER.

Payment Terms: 100% DOWN - 100% DEPOSIT due upon signing

B. Should BUYER be unable to accept delivery of product covered by the CONTRACT within (10) days of notification by SELLER that the items are available for shipment, payment for the entire balance will be immediately due and payable to SELLER by BUYER.

C. Terms of payment of all invoices are net upon receipt at BUYER'S company headquarters. Invoices not paid within terms will be subject to a late fee of 1 1/2% per month.

D. BUYER agrees to pay and satisfy, and to hold SELLER harmless from, all sales, use, privilege, property, excise, value added and other tax obligations, penalties, customs, duties, and interest imposed by any governmental entity and that are the responsibility of BUYER in connection with the goods and services provided hereunder whether or not an allowance therefore was made in the quoted price or in your CONTRACT. Provided, however, SELLER shall be responsible for any corporate franchise tax or tax based on income associated with this transaction and assessed against SELLER.

E. PERMITS (and the cost to procure) are NOT included in the prices on the front of the CONTRACT. The reasonable costs of permits are the responsibility of the BUYER and will be added to the final invoice. The cost to procure permits can include engineering fees/seals, special drawings and staff time charges necessary to procure the permits.

F. SELLER does not represent that the products listed on the front of this CONTRACT will be permitted by the municipalities in which they are being installed. Products and services are subject to change until permits are issued by the municipalities involved. If changes are necessary because of the permits, an ADDENDUM will be issued to the CONTRACT.

G. If the BUYER cancels any item, BUYER will be responsible for any and all costs, including purchased or manufactured product costs or restocking fee and freight to return the item to either the SELLER or to the product manufacturer, at SELLER'S sole discretion.

H. If the BUYER has purchased and paid for product per terms of this agreement, and the product remains at the SELLER'S warehouse it will be designated and labeled customer owned inventory (CSTI). CSTI can remain at the SELLER'S warehouse for up to 90 days from the date of purchase. BUYER is responsible for arranging pickup of product within this time frame. Unless other agreements are made between the SELLER and BUYER; If the SELLER, after a reasonable effort is unable to physically transfer goods to the BUYER or the BUYER is unable to pick-up product, SELLER may resell or dispose of CSTI and shall incur no liability by reason of such disposition.

I. If SELLER is unable to commence manufacturing of the product being ordered within 120 calendar days from the order date as a result of circumstances that are beyond the SELLER'S control, the SELLER shall have the right to alter the terms of this CONTRACT, including price and payment terms, and shall provide such modified terms to BUYER for BUYER'S approval. In the event BUYER does not approve of the modified terms, in writing, within 10 business days of receiving the same from the SELLER, then the SELLER shall have the option to unilaterally terminate and cancel this CONTRACT. In the event SELLER terminates this CONTRACT as set forth in this Section I, SELLER shall refund to BUYER any prepaid amounts not expended on the project to date. For purposes of this Section I, "circumstances beyond the SELLER'S control" shall include, but not be limited to, holds placed by the BUYER, inability to secure required permits, or any of the force majeure reasons outlined in Section C of the Terms and Conditions of Sale, below.

WARRANTIES

A. SELLER warrants its product against defective workmanship and materials for (1) year from the date of the final invoice. The labor to replace any material is covered for (1) year from the date of invoice. If installation services are performed by the BUYER, the product warranty will include labor for a period of (90) days from date of shipment. All warranties are valid only if BUYER is not default of the CONTRACT beyond any applicable cure period.

B. Should a defect under this warranty occur, BUYER must notify SELLER in writing within ten (10) calendar days of the failure. SELLER will then have a reasonable period of time to investigate and take corrective action. Failure to notify SELLER within the established time period or prior to any service being done shall void these warranties. SELLER shall have no obligation if product was improperly installed by others not contracted by SELLER and the defect was related to or caused by the installation.

C. All components of the sign that are manufactured by SELLER are covered. All component manufacturers' warranties which may exceed SELLER'S standard warranty period are assigned to the BUYER. These warranties do not apply to fluorescent lamps and HID lamps after 30 days. Any damage resulting from acts of God, excessive weather, accidents, freight damage, misuse, neglect, improper maintenance, previously un-repaired damage or unauthorized service are not covered. The obligations of the SELLER are limited to the replacement of defective parts or components for the period of time stated above.

D. EXCEPT AS STATED IN THIS SECTION, THERE ARE NO EXPRESS WARRANTIES PROVIDED BY SELLER. FURTHER, SELLER

MAKES NO IMPLIED WARRANTY ABOUT THE PRODUCT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

E. Neither party shall be liable for any punitive, incidental, indirect, special or consequential damages, including any damages for lost revenue, income or profits, loss of use or time, business interruption, diminution in value of the business or other assets, regardless of the legal theory (including, but not limited to, an action or claim in contract, negligence, tort, or otherwise), even if a party has been advised of the possibility of such damages. Further, the aggregate liability of seller, and buyer's sole and exclusive remedy for damages for any and all indemnity or other claims of any kind whatsoever with respect to the services or this contract, and regardless of the legal theory (including, but not limited to, an action or claim in contract, negligence, tort, or otherwise) or the delivery or non-delivery of any services, shall not be greater than the amount of fees actually paid by buyer to seller with respect to the product that is the subject of such damages, indemnity or other claim.

TERMS AND CONDITIONS OF SALE

A. The CONTRACT, when executed by both parties, does not allow any cancellations or changes unless approved in writing by SELLER. The CONTRACT contains all the terms and conditions agreed by all parties and no other agreements, oral or written, shall exist or bind any of the parties other than as is contained in the CONTRACT. Any amendment to your CONTRACT must be in writing signed by both parties hereto.

B. SELLER is not responsible for delays in shipment resulting from delays from suppliers, transportation services, labor disputes or any other circumstances beyond SELLER'S control including delays in obtaining installation permits. SELLER'S manufacture, delivery and installation dates are estimated on prevailing conditions and are subject to change. Domestic Shipment terms are F.O.B. destination. Transfer of title and risk of loss pass to BUYER upon delivery of the goods to the installation site unless installation is performed by SELLER in which case transfer of title and risk of loss pass to BUYER upon acceptance by BUYER. SELLER shall pay all shipping, handling and insurance costs.

C. SELLER shall be excused from liability for any delay in performance and from any failure to perform caused by contingencies or happenings of any nature, beyond the reasonable control of SELLER, including but not limited to fire, flood, storm, power failure, labor trouble or shortage, war, terrorism, acts of government, accidents, material shortage, pandemic, or Acts of God.

D. SELLER and BUYER agree that the laws of the STATE OF SOUTH DAKOTA shall govern the validity and construction and enforceability of the CONTRACT

E. The parties agree that jurisdiction over the parties, the subject matter, and the CONTRACT, shall be exclusively in Watertown, Codington County, State of South Dakota. Any litigation, arbitration, or other legal proceeding necessitated or arising out of this CONTRACT whether to insure its performance or for breach thereof by either party, shall occur, exclusively, in South Dakota State Court, Third Judicial Circuit, Watertown, Codington County, South Dakota. All parties named in your CONTRACT hereby waive any and all objections to venue and personal jurisdiction exclusively in the Circuit Court located in Watertown, Codington County, South Dakota.

F. Any dispute that may arise under the CONTRACT and that cannot be settled through negotiation will be subject to binding arbitration. Such arbitration shall be conducted by a mutually acceptable arbitrator. The arbitration shall be conducted exclusively in Watertown, Codington County, South Dakota, in accordance with the provisions of this Agreement and the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to award any remedy or relief that a court of the State of South Dakota could grant, provided that punitive or exemplary damages shall not be awarded hereunder.

The costs and expenses relating to the arbitration, including attorneys' fees, shall be borne by the party who the arbitrator determines has not prevailed in such proceeding, or borne equally by the parties if the arbitrator determines that neither party has prevailed. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

INSTALLATION AND CONDITIONS OF SALE

Due to possible unknown conditions that may arise at the location covered by this CONTRACT, it is necessary to establish the following standard conditions on which this CONTRACT is based. Any deviations not listed on the front of this CONTRACT will be considered NON-STANDARD and can result in extra costs.

A. Structures and foundations will be engineered at BUYER'S expense subject to prevailing conditions at site.

B. When the new signs or fixtures are installed on existing supports, poles, uprights, frameworks or foundations, SELLER does not warrant the condition of the supports, poles, uprights, frameworks or foundations and SELLER assumes no responsibility for their structural integrity or worthiness.

C. Frozen ground and subterranean water, rocks or other obstacles encountered during installation are considered NON-STANDARD.

D. Hidden obstacles encountered in or behind walls that affect the installation of fixtures, wall letters and/or wall signs are NON-STANDARD.

E. Electrical service is not included with this CONTRACT and is to be provided by the BUYER.

F. Any repairs, both electrical and structural, to existing signs or fixtures are excluded unless specifically listed on the front of this CONTRACT.

G. It is the BUYER'S responsibility to locate and place all signs and SELLER shall not be responsible for any costs, expenses or damages resulting from said placement by BUYER.

H. It is the responsibility of the BUYER to have the installation site accessible for all necessary equipment and personnel for the installation of signs at the agreed time. Failure to have the site accessible can result in delays in the installation and additional charges can be incurred.

I. SELLER Signage Primary Power Circuit Requirements. Failure to meet the following requirements can result in delays in installation and additional charges may be incurred.

1. All wiring must conform to UL and NEC electrical codes and/or any other local or state codes.

2. All conductors of each primary signage circuit must originate at the Main breaker panel and must consist of the line "hot" conductor, a neutral conductor AND a ground conductor of adequate size to carry the expected current.
3. No extraneous appliances, HID lamps, quartz lamps, etc. are to be connected to any signage circuit.
4. Primary supply voltage on each circuit must be within 3% of nominal voltage between the line "hot" conductor and either the neutral or ground conductors.
5. All 120-volt single-phase circuits derived from 208 three-phase circuits must have a neutral conductor for each 120-volt circuit originating from the main breaker panel or sub-panel and terminating at the power supply, transformer or ballast. Sub-panel neutral conductor must be of adequate size to carry the expected current.
6. With the sign "on", voltage between any neutral and ground conductors shall not exceed 5 volts when measured at any power supply, transformer or ballast on that circuit.
7. Contactors, photo cells or timers may be connected so as to interrupt the power to signs. All such controls must be of adequate size to carry the expected current. In the case of new signage installed at existing locations, it is strongly advised to install new contactors or ensure that existing contactors are in good condition.

SECURITY AGREEMENT/CONSENT TO MECHANIC'S LIEN

BUYER hereby grants SELLER a purchase money security interest in the goods or fixtures provided pursuant to the terms of the CONTRACT. BUYER consents to SELLER'S repossession of the signage upon the BUYER'S default in payment of the purchase price provided however BUYER has been notified in writing of an alleged default in payment and is given thirty (30) days to cure such default. BUYER further agrees to execute such financing statements as may be reasonably necessary to perfect SELLER'S security interest granted in your CONTRACT.

In the event BUYER has defaulted on its payment obligations hereunder beyond any applicable cure period BUYER hereby consents, to the extent necessary under applicable state law, to the placement of a mechanic's lien upon the real property upon which any signage installed hereunder is located and admits that BUYER'S signature upon your CONTRACT shall satisfy any advance notice of said lien required under applicable state law.

EXISTING STRUCTURES/INDEMNIFICATION

In the event this CONTRACT requires SELLER to utilize BUYER'S existing supports, poles, uprights, frameworks or foundations (referred to in your CONTRACT as the "Support Structure"), or in the event BUYER otherwise directs SELLER to utilize existing Support Structure, BUYER hereby assumes full responsibility for all risk of bodily injury, death, property damage, and all other financial damages, and agrees to release, waive, discharge, indemnify, and defend SELLER and Persona Signs, LLC (and their successors, assigns, agents, employees, officers, directors, representatives, subsidiaries, parent companies, divisions and affiliates each a "SELLER Party") from and against any and all liability, loss, cost, or expense arising out of any claims, demands, or liability for damages because of bodily injuries, including death at any time resulting therefrom, damage to property, or damage of whatever nature sustained by any person or persons, arising out of or in consequence of any complete or partial failure of the Support Structure or installation of the new signs on the Support Structure, regardless of whether such injuries to persons or damage are due or claimed to be due to the actions or negligence of SELLER or any SELLER Party.

In the event SELLER, or SELLER'S agent, determines that the existing Support Structure is inadequate to meet local or international building codes or otherwise insufficient or in need of repair or correction, SELLER shall have the right, at any time, to unilaterally cancel and terminate this CONTRACT and refund to BUYER any prepaid amounts not expended on the project to date.



**700 21st St SW
PO Box 56
Watertown, SD 57201-0056
Phone: 800.843.9888
Fax: 800.843.9890**

PROJECT:
Name:
Address:
Project Number:

OWNER/LANDLORD:

Company Name:
Representative Name:
Address:
Phone Number:
Email:

I, _____, am the Owner or the representative for the Owner/Landlord of the above listed company and/or project gives permission to: **Persona Signs, LLC Watertown, SD** to perform any and all sign work associated with the above referenced project location.

I approve of the sign drawings as submitted.

I further authorize: **Persona Signs, LLC Watertown, SD** and/or its representative to obtain any and all permits for this project.

Signature

Date

State of _____)

)SS

County of _____)

Before me, _____ the undersigned notary public, this day personally appeared _____ known to me or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20_____.

Jan 6, 2025 at 2:25:41 PM
FL, Jacksonville Beach



**SPECIAL MAGISTRATE HEARING
JACKSONVILLE BEACH, FLORIDA**

CITY OF JACKSONVILLE BEACH

Code Enforcement Case No. 25-380

CERTIFIED

January 21, 2026

vs.

PROPERTY OWNER/ TENANT
524 N 18TH AVE
JACKSONVILLE BEACH FL 32250

NOTICE OF HEARING

Pursuant to Florida Statute Chapter 162 and the City of Jacksonville Beach Code of Ordinances, you are hereby notified that on **September 24, 2025, at 2:00 p.m.** a hearing will be held by the City of Jacksonville Beach Special Magistrate, in the **City Council Chambers at City Hall, 11 North 3rd Street, Jacksonville Beach, Florida**, concerning the following alleged violation(s) of the City of Jacksonville Beach, Code of Ordinances, as set forth below:

On July 31, 2025 at **524 N 18TH AVE Jacksonville Beach, Florida**, more particularly described as Parcel ID# 174873-0000 and legally described as 19-39 28-2S-29E SURF PARK, UNIT 1 R/P PT PABLO BEACH NORTH LOT 15 BLK 7 , the Respondent(s) violated the City of Jacksonville Beach Code of Ordinances as follows:

Section 19-2(1), *“ Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetable growth to a height of ten (10) inches or more upon any premises or land within a developed area of the city...”*

Section 19-2(2), *“Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;”*

Section 19-2(3), *“Any condition which provides harborage for rats, mice, snakes and other vermin.”*

You are ordered to appear before the Special Magistrate on Wednesday, January 28, 2026 at 2:00 p.m., to answer these charges and to present your side of the case. Failure to appear may result in the Special Magistrate proceeding in your absence. If the alleged violation(s) is/are corrected and then recurs, or if the violation(s) is/are not corrected by the time specified for correction by the Inspector, your case may be presented to the Special Magistrate even if the violation(s) has/have been corrected prior to the hearing.

Should you be found in violation of the Jacksonville Beach Code of Ordinances and fail to comply within the time set forth by the Special Magistrate, the Special Magistrate has the power to levy fines of up to

Special Magistrate Notice of Hearing
January 21, 2026
Code Enforcement Case No. 25-372
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\$250.00 a day for the first violation, or in the case of a repeat violation, up to \$500.00 a day for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred. An order imposing a fine may be recorded in the public records of Duval County, Florida, and shall constitute a lien against the property upon which the violation(s) exist(s) and upon any other real or personal property owned by you.

You have the right to obtain an attorney at your own expense to represent you before the Special Magistrate. You will also have the right to present witnesses and documents, question the witnesses against you and to review any documents presented at the hearing prior to the Special Magistrate making a Finding of Fact. Please be prepared to present evidence at this hearing concerning the amount of time necessary to correct the alleged violation(s), should you be found in violation.

If you have transferred ownership of the property subject to the alleged violation(s) between the time of this Notice of Hearing and the time of the hearing, you must present evidence of your compliance with Section 162.06(5), Florida Statutes, and you must file a notice with the Inspector of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

If you should have any questions regarding your case, please contact Nikki Beavers, Code Enforcement Inspector at (904) 247-6284. We also ask that you not bring small children to the hearing; that you make other arrangements for their care.

Sincerely,

Molly Alleger
City Clerk
City of Jacksonville Beach

cc: David Migut, City Attorney
Nikki Beavers, Code Enforcement Inspector

NOTICE

CM#9589071052700399194097

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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.

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



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6232

Fax: 904.247.6107

CodeEnforcement@jaxbchfl.net

July 31, 2025

ANNIE CRICK DYAL
1700 THE GREENS WAY
JACKSONVILLE BEACH FL 32250

RE: **NUISANCE VIOLATION – OVERGROWTH , TRASH AND DEBRIS
THROUGHOUT PROPERTY**

524 N 18TH AVE JACKSONVILLE BEACH FL

Parcel ID: 174873-0000

Case Number: 25-380

Dear PROPERTY OWNER/TENANT,

An inspection of your property referenced above reveals you are in violation of the City of Jacksonville Beach Code of Ordinances, Part II, Chapter 19, Nuisances, by leaving or permitting overgrown vegetation on any public or private property, which is hereby declared to be and constitutes a nuisance to wit:

VIOLATION

Section 19-2(1), “Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetable growth to a height of ten (10) inches or more upon any premises or land within a developed area of the city...”

You are hereby notified to mow the overgrown vegetation within twenty (20) days of receipt of this notice. Upon completing the corrective action(s) required, it is your responsibility to contact the Inspector to arrange for an inspection to verify compliance.

Failure to comply with this notice will require you to appear before the Special Magistrate for disposition of this violation. The Special Magistrate may impose a fine up to two hundred fifty (\$250.00) dollars per day for continuing violations.

Should you have any questions, please contact me at 247-6284 or email codeenforcement@jaxbchfl.net.

Thank you,
Nikki Beavers-Walker
Code Enforcement Inspector



ANNIE CRICK DYAL
1700 THE GREENS WAY
JACKSONVILLE BEACH FL 32250



City of Jacksonville Beach Lot Clearing Authorization

Case Number: 25-395

Date: Thursday November 13, 2025

Vendor: Frank Hufham

Proposal Cost: TBD

**Property Location: 524 18th Ave N
Jacksonville Beach, FL 32250**

Owners Name: ANNIE CRICK DYAL

*Legal Description: 19-39 28-2S-29E SURF PARK UNIT 1 R/P PT PABLO BEACH
NORTH LOT 15 BLK 7*

Authorized By: *Nikki Beavers-Walker*

CITY OF JACKSONVILLE BEACH – NOTICE OF VIOLATION

TO: ANNIE CRICK DYAL
524 N 18TH AVE
JACKSONVILLE BEACH FL 32250

FINAL NOTICE

RE: CHAPTER 19 – NUISANCE VIOLATION
524 N 18TH AVE
PARCEL ID: 174873-0000
LEGAL DESCRIPTION: : 19-39 28-2S-29E SURF PARK UNIT 1 R/P PT PABLO BEACH NORTH
LOT 15 BLK 7
CASE NUMBER: 25-380

NOTICE IS HEREBY given that weeds, grass, vines, palmetto scrub, or other rank or noxious vegetable growth, according to which the case may be, has been allowed to grow or otherwise accumulate to a height of ten (10) inches or more, and trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat, or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris, according to which the case may be, has been allowed to accumulate upon the described property contrary to and in violation of the provisions of Chapter 19, Section 19-2, paragraphs 1 and 2 of the Code of Ordinances, City of Jacksonville Beach, Florida.

It is the opinion of the undersigned that the above-mentioned prohibited condition should be removed, suppressed or abated by the cutting of palmetto scrub, or other rank or noxious vegetable growth, which has grown or accumulated to a height of ten (10) inches or more and by the removal of all trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris, according to which the case may be, within seven (7) days after service of this notice, and the estimated cost of up to \$1,500.00.

The property will be inspected seven (7) days after the date of this notice, and unless the above-mentioned prohibited condition has been removed, suppressed or abated in accordance with this notice, the City Manager will remove, suppress or abate the same. **Please notify the Code Enforcement Division at (904) 247-6232 or codeenforcement@jaxbchfl.net within 48 hours of bringing the property into compliance.**

The City, in order to enforce collection of the cost of such removal, suppression or abatement, shall have and assert a special lien, superior to all other claims except taxes, against and upon the above-described property for the amount of the special assessment, together with interest and all cost of collection, including reasonable attorney's fees.

Any person owning or occupying said property so removed or otherwise interested who objects to the proposed removal, suppression or abatement or levy of special assessment, must present in writing to the City Manager, his objections, within ten (10) days of the mailing or posting of this notice and must request a hearing before the City Council, or said person shall be deemed to have consented thereto. Said hearing shall be on the first regularly scheduled Council meeting following the receipt of the request for a hearing.

DATED: Thursday, November 06, 2025

ATTEST

Nikki Beavers

Karen Nelson

Nikki Beavers, Code Enforcement Inspector
City of Jacksonville Beach

Karen Nelson, Deputy City Manager
City of Jacksonville Beach

ANNIE CRICK DYAL
524 N 18TH AVE
JACKSONVILLE BEACH FL 32250

Jul 31, 2025 at 3:00:15 PM
FL, Jacksonville Beach



Jul 31, 2025 at 3:00:37 PM
FL, Jacksonville Beach



Aug 22, 2025 at 1:15:24 PM
FL, Jacksonville Beach



Aug 7, 2025 at 3:39:33 PM
FL, Jacksonville Beach



Aug 7, 2025 at 3:38:37 PM
FL, Jacksonville Beach

