



City of Jacksonville Beach

Agenda (Amended)

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, April 6, 2026

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. Special Council Briefing held on March 2, 2026
- B. Council Briefing held on March 9, 2026
- C. Regular City Council Meeting held on March 16, 2026

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Approve an Access Agreement with Clear Channel Outdoor, LLC
- B. Adopt Resolution No. 2213-2026 extending the Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement
- C. Approve the Project Scope and Fee for Engineering Electrical Evaluation of Water Treatment Plants 1 and 2 by Four Waters Engineering in an amount not to exceed \$93,450

MAYOR AND CITY COUNCIL

- A. Proclamation for National Donate Life Month
- B. Proclamation for Lights Out Jacksonville Beach Nights

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Authorize the following elected officials to attend the Florida League of Cities' Leadership Class, May 14-15, 2026, in Orlando, FL: _____.
- B. Approve/Disapprove an Agreement with the following artists for the following dumpster locations
 - Michael Kulik for 10th Avenue South
 - Josh Phares for 9th Avenue South

- Deborah Mckinney for 9th Avenue South Endzone
- Natalie Pearson for 8th Avenue South Endzone
- Beth Haizlip for 7th Avenue South
- Russell Wilson for 6th Avenue South

- C. Appoint Councilor _____ to serve as the City Council's representative on the Review Committee for the Public-Private Partnership Project, RFP No. 01-2526
- D. 1. Award/Reject Bid No. 2526-04 to Perfect Fit Image Apparel for the purchase of flame retardant clothing for Beaches Energy Services; and
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award; and
3. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2208-2026 establishing rates, charges, and fees for the Ocean Rescue Junior Lifeguard Program
- B. Adopt Resolution No. 2211-2026 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026

ORDINANCES

- A. Approve/Disapprove Ordinance No. 2026-8233 on the first reading holding Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 of the City Code of Ordinances in abeyance in their entirety and authorizing the establishment of a pilot program to allow activation and events on the boardwalk from Beach Boulevard to 6th Avenue North, and schedule a second reading for April 20, 2026
- B. Approve/Disapprove Ordinance No. 2026-8234 on the first reading amending Chapter 12 Streets, Food and Food Products by creating Section 12-34 establishing a food truck rally pilot program in the Central Business District, and schedule a second reading for April 20, 2026
- C. Approve/Disapprove Ordinance No. 2026-8235 on the first reading amending Chapter 5 Animals of the City Code of Ordinances to allow backyard hens at public and private schools and nonprofit organizations in residential zoning districts, and schedule a second reading for April 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 Special City Council Briefing
Monday, March 2, 2026 – 5:30 P.M.
City Council Chambers
11 North 3rd Street, Jacksonville Beach, FL**



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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, City Attorney David Migut, Chief Financial Officer Ashlie Gossett, and City Clerk Molly Alleger.

Purpose of Briefing

The purpose of the Briefing was to review the audit report for the fiscal year ending September 30, 2025.

City Manager

Audit report for the Fiscal Year Ending September 30, 2025

Barbara Boyd, Audit Partner, and Meagan Camp, Audit Director, with Purvis Gray, presented a summary of the audit results for the Fiscal Year ending September 30, 2025, for the City of Jacksonville Beach.

A conversation ensued with questions answered by Chief Financial Officer Ashlie Gossett and Purvis Gray.

The Briefing adjourned at 5:50 P.M.

Submitted by: Molly Alleger
City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of City Council Briefing
Monday, March 9, 2026 – 5:30 P.M.
City Hall 1st Floor Conference Room
11 North 3rd Street, Jacksonville Beach, FL**



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

The following City Council Members were in attendance:

Mayor: Christine Hoffman (left early)

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

Also present were: City Manager Mike Staffopoulos, Director of Human Resources Kimberlee Bennett, City Attorney David Migut, Deputy City Clerk Jodilynn Byrd, Director of Public Works Dennis Barron, Utility Plant Operations Supervisor Phil Brown, FOG Program Coordinator Brock Askew, Chief Financial Officer Ashlie Gossett, Director of Planning and Development Heather Ireland and Chief of Police Gene Paul Smith.

Purpose of Briefing

The purpose of the Briefing was to update the Council Members about ongoing items in the City.

City Manager

City Attorney's Annual Performance Evaluation

Director of Human Resources Kimberlee Bennett presented an overview of the City Attorney's annual performance evaluation, including the evaluation process, performance criteria, and overall assessment results.

A conversation ensued regarding the City Attorney's performance, completion of major initiatives, and areas for continued improvement.

It was the consensus of the Council to place the City Attorney's annual performance evaluation on the April 6, 2026, City Council agenda and to include a three percent (3%) performance increase.

Miscellaneous City Manager's Items

City Manager Mike Staffopoulos referenced an email he previously sent to the Council regarding a meeting he attended with the Northeast Florida Regional Council about opioid fund use. Mr. Staffopoulos explained the next step is to determine whether the City of Atlantic Beach and the City of Neptune Beach would be interested in combining resources with the City of Jacksonville Beach to issue a joint Request for Proposals (RFP) for a tri party agreement for shared services.

It was the consensus of the Council for Mr. Staffopoulos to move forward by contacting the City of Atlantic Beach and the City of Neptune Beach to determine whether there is interest in entering into a tri-party agreement.

Mr. Staffopoulos referenced the final version of the RFP for the Public-Private Partnership (P3) project and stated the RFP is scheduled to be advertised on March 16, 2026. It was the consensus of the Council to advertise the RFP for the P3 project as scheduled.

Pension Board Appointments

Deputy City Clerk, Jodilynn Byrd addressed the Council regarding the upcoming Pension Board appointments. A conversation ensued and it was the consensus of the Council to reappoint the five current members and approve Steve Sciotto's selection by the Firefighters' Pension Board.

Review of FOG Program Ordinance

Mr. Staffopoulos introduced the item and Director of Public Works Dennis Barron provided a brief history of the Fats, Oil and Grease (FOG) Program and current Ordinance.

FOG Program Coordinator Brock Askew presented an overview of the FOG program.

A conversation ensued and it was the consensus of the Council to have staff return to a future Council Briefing to present a draft ordinance for review addressing the following suggestions from the Council:

- Change the name of the program to Environmental Compliance Ordinance (ECO)
- Create a deadline for compliance with grease trap installations
- Increase the financial incentive, with a decrease each year until the deadline is reached

Council Member Horn raised concerns regarding food truck regulations and requested a future discussion on possible revisions to the current ordinance. There was a consensus from the Council to add food trucks as a future briefing topic.

Utilizing Local Businesses for Discretionary Spending

Chief Financial Officer Ashlie Gossett reviewed current procurement practices related to use of local vendors.

A conversation ensued and it was the consensus of the Council for a simple policy statement affirming the City's intent to support local businesses whenever reasonably possible.

It was the consensus of Council to have staff amend Chapter 1 of the current Procurement Policy and bring back the amended policy to a future Council meeting for formal adoption.

Extension of Premises

Director of Planning and Development Heather Ireland stated the City Council expressed a desire to create a pilot program to allow up to eight temporary Extension of Premises permits per alcohol beverage establishment and restaurant during the 2026 and 2027 NFL football season to accommodate additional places for Jaguar fans to view the games while the stadium is undergoing construction. Ms. Ireland outlined staff's recommendations designed to mitigate concerns identified with the proposed pilot program.

A conversation ensued whereas Police Chief Gene Paul Smith, Mr. Staffopoulos, Mr. Migut and Ms. Ireland answered questions.

It was the consensus of Council to have staff draft an ordinance for a pilot program and present it at a future Council meeting for formal consideration.

Committee Assignment Report

Council Member Golding and Council Member Janson provided legislative updates.

Future Briefing Topics

Council Member Wouters requested a future briefing topic regarding communication on public works projects with affected residents and local businesses, and there was consensus to add the item to a future briefing agenda.

Ms. Golding requested a future briefing topic to address concerns raised by Mr. Wouters regarding budget information for Public Works projects. There was consensus to add the item to a future briefing agenda.

The Briefing adjourned at 7:43 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, March 16, 2026 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, Director of Planning and Development Heather Ireland, City Attorney David Migut, 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:

- Special City Council Briefing held on February 23, 2026
- Regular City Council Meeting held on March 2, 2026

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 reported attending the Bubba Gump Shrimp Company soft opening and said the restaurant was a welcome addition to Jacksonville Beach. She provided a legislative update, noting the Legislature had not approved a budget and would return for a special session. Ms. Golding said sovereign immunity and local government spending bills had passed and reported accessory dwelling unit (ADU) language was removed from the affordable housing bill. Ms. Golding also noted recent outreach regarding dogs on the beach and announced the April 1, 2026 Beaches Watch State of Our Schools meeting at the Beaches Branch library.

Mayor Hoffman clarified the legislative items referenced by Council Member Golding had passed the Legislature but had not yet been signed by Governor DeSantis.

Council Member Janson thanked Council Member Golding for the update and noted the ADU language had been removed.

Council Member Wouters thanked Council Member Golding for clarifying the accessory dwelling unit issue and referenced the upcoming land development code update.

Mayor Hoffman reminded the Council announcements should reflect informational items, not items warranting discussion or advocating a side. Ms. Hoffman reported attending the Bubba Gump Shrimp Company opening and the reopening of Green Room Brewing and said both events were successful. She also thanked City Attorney Migut for service to the City and noted positive feedback from Council and staff.

COURTESY OF THE FLOOR TO VISITORS:

- Pete Kiely, 617 15th Avenue South, Jacksonville Beach, spoke about golf course tee times.
- Cheryl Wood Komarek, 533 11th Avenue South, Jacksonville Beach, spoke about parking on 16th Avenue South.

CONSENT AGENDA:

- Item A** **Accept the Monthly Financial Reports for the Month of February 2026**
- Item B** **Approve City Attorney's Annual Performance Evaluation**
- Item C** **Approve an Agreement with Forte for credit card payment processing services within the Interactive Voice Recognition phone system**
- Item D** **Approve a Memorandum of Understanding Agreement with the City of Jacksonville for use of its Computer Aided Dispatch System as part of the Public Safety Technology Enhancement Plan**
- Item E** **1. Reappoint John Patrich, Jr., to a new two-year term as a Council-appointed member of the Police Officers' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and 2. Reappoint Matthew Grocki to a new two-year term as a Council-appointed member of the Police Officers' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and 3. Reappoint John Gosztyla to serve as the fifth member of the Police Officers' Pension Board as a ministerial act beginning April 1, 2026 and expiring March 31, 2028**
- Item F** **1. Reappoint Gaylord Candler, Ph. D., to a new two-year term as a Council-appointed member of the Firefighters' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and 2. Reappoint Lance Huish to a new two-year term as a Council-appointed member of the Firefighter's Pension Board beginning April 1, 2026 and expiring March 31, 2028; and 3. Appoint Fire Marshal Steve Sciotto as the fifth member of the Firefighters' Pension Board as a ministerial act beginning April 1, 2026 and expiring March 31, 2028**

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

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

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER/NEW BUSINESS: None

RESOLUTIONS:

- Item A** **Adopt/Deny Resolution No. 2206-2026 supporting the requests for proposed transportation-related planning projects to be added to the North Florida Transportation Planning Organization's Draft 2026 Unified Planning Work Program Study Requests**

Ms. Ireland introduced the item and provided background.

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 adopt Resolution No. 2206-2026 supporting the requests for proposed transportation-related planning projects to be added to the North Florida Transportation Planning Organization's Draft 2026 Unified Planning Work Program Study Requests.

Discussion: A discussion ensued about the Transportation Planning Organization, planning studies, and projects.

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

The motion passed unanimously.

ORDINANCES: None

ADJOURNMENT:

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

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

There being no further business, the meeting adjourned at 6:27 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	April 6, 2026
SUBJECT:	Access Agreement with Clear Channel Outdoor, LLC

BACKGROUND

Beaches Energy Services (BES) has existing power line easements from Sampson Substation to Interstate Highway 95. Clear Channel Outdoor, LLC, owns billboard structures along the west side of I-95 as shown in the attached proposed agreement and maps. To access and maintain the billboard structures, Clear Channel Outdoor, LLC, is requesting permission for access through the BES power line easements. BES staff has reviewed the request and recommends approval subject to the terms and conditions of the attached proposed agreement.

FINANCIAL IMPACT

There is no financial impact from the approval of this agreement.

REQUESTED ACTION

Approve an Access Agreement with Clear Channel Outdoor, LLC

ATTACHMENTS

1. Access Agreement

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "**Agreement**"), is made and entered into as of _____, 20__, by and the City of Jacksonville Beach, Florida, d/b/a BEACHES ENERGY SERVICES ("**Grantor**") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("**Grantee**").

RECITALS

WHEREAS, Grantor has an existing utility easement on and over that certain real property known by street address as Prince Phillip Drive, St. Augustine, Florida in the county of St. Johns having the Permanent Property Index Numbers of a portion of 0264460003 and 264460002 (the "**Real Estate**"), as more particularly depicted on **Exhibit A** attached hereto.

WHEREAS, Grantee is the owner of the billboard structures (the "**Structures**") located on real property adjacent to the Real Estate more particularly depicted on **Exhibit B** attached hereto.

WHEREAS, Grantee needs access to the adjacent property to access and maintain its Structures.

WHEREAS, upon the terms and conditions set forth herein, Grantor desires to grant limited access to Grantee over, through, and across the Real Estate to regularly maintain the Structures.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Access.** Upon the terms and conditions set forth herein, Grantor hereby grants to Grantee (including Grantee's agents, employees and contractors), access over and across such portions of the Real Estate, including vehicular ingress to and egress from the Real Estate, as are necessary in order for Grantee (including Grantee's agents, employees and contractors) to access and maintain its Structures. Such access is hereby expressly authorized. Grantee shall not make any improvements and shall not block, impede or prevent Grantor's access to the Real Estate at any time.

2. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from all damages and injuries to the Real Estate or third persons caused by Grantee, or Grantee's agents, employees or contractors. To the extent allowable by Florida law, Grantor shall indemnify and hold Grantee harmless from all injuries to Grantee's vehicles, equipment, or third persons arising out of negligent actions of Grantor, or Grantor's agents, lessees, licensees, employees or contractors.

3. **Notice.** Any notice or demand required or permitted hereunder shall be made by certified mail, postage prepaid, or via nationally recognized overnight courier service, addressed as set forth below. Either party may modify, add or delete any notice address from time to time by notice given in accordance with this section. Any notice or demand shall be deemed to have been given or made at the time it is actually delivered to the receiving party (or, if sooner, on the date on which the receiving party first refused such delivery).

If to Grantee: Clear Channel Outdoor, LLC
Attn: VP REPA
4601 Touchton Road, suite 3290
Jacksonville, Florida 32246

With a copy to: Clear Channel Outdoor, LLC
Attn: Legal Department
2325 E. Camelback Road, Suite 250
Phoenix, Arizona 85016

If to Grantor: City of Jacksonville Beach
d/b/a Beaches Energy Services
11 3rd St N
Jacksonville, Florida 32250

4. Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended except in a writing signed by both parties.

5. Choice of Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the subject property is located, without regard to conflict of laws principles.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed and original but all of which when taken together shall constitute one and the same instrument.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON THE FOLLOWING TWO PAGES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

GRANTOR:

City of Jacksonville Beach d/b/a BEACHES ENERGY SERVICES

By: _____

Name:

Title:

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 2026, by

_____, of the City of Jacksonville Beach, FL, a municipal corporation, on behalf of the Corporation, who is personally known to me or has produced _____ as identification, and **did** **did not** take an oath.

Notary's Signature

Type or Print Name

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: _____

Commission No. _____

GRANTEE:

CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company

By: [Signature]
Name: Brent Bolick
Title: Branch Manager - Jacksonville

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of February 20226 by Brent Bolick, of CLEAR CHANNEL OUTDOOR, LLC, on behalf of the Corporation, who is personally known to me or has produced _____ as identification, and did did not take an oath.

Vera M. Boyd-Coleman
Notary's Signature

Vera M. Boyd-Coleman
Type or Print Name

NOTARY PUBLIC, STATE OF Florida
MY COMMISSION EXPIRES: 11/27/2028
Commission No. HH 593666

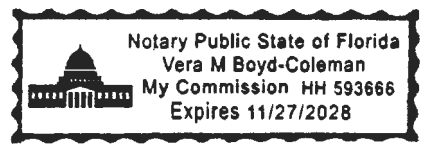


EXHIBIT A

Description of the Real Estate

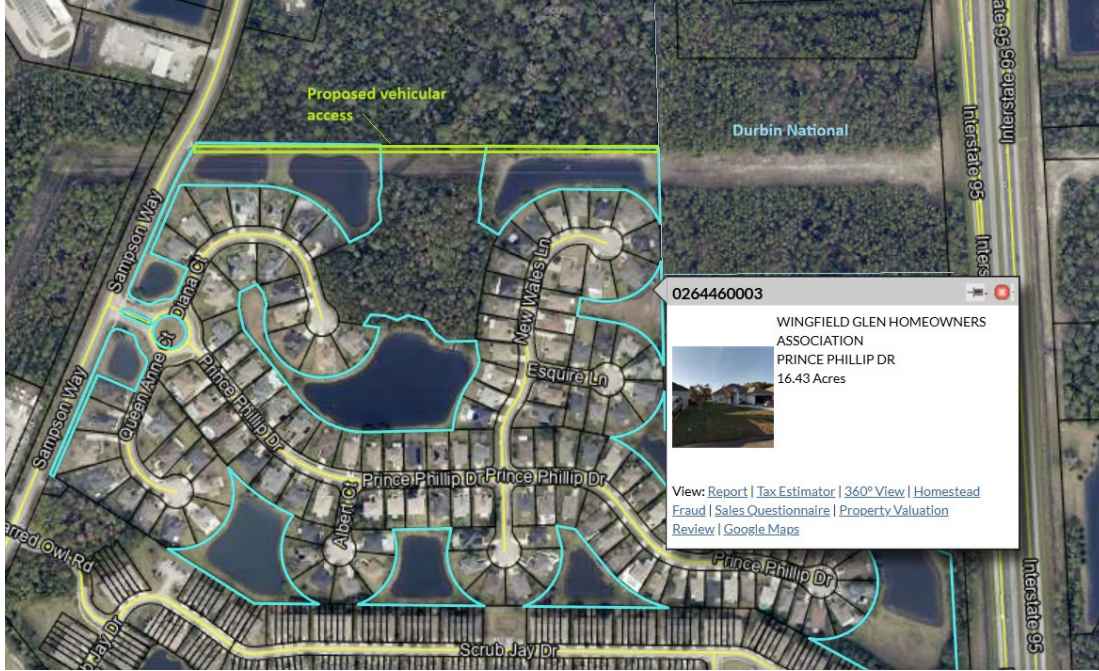
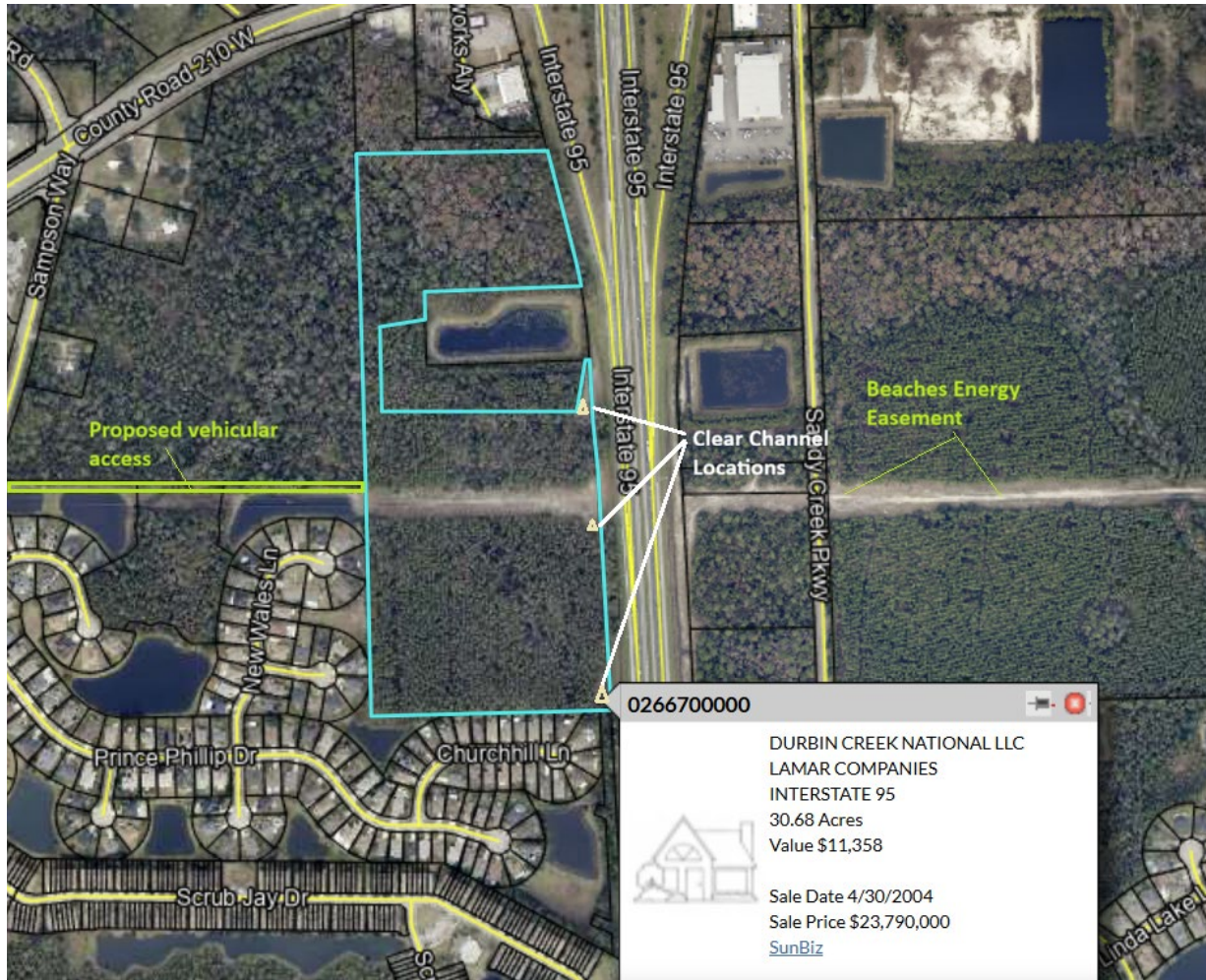


EXHIBIT B STRUCTURES





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	April 6, 2026
SUBJECT:	Contract for Primary and Alternate Special Magistrate Services for Code Enforcement

BACKGROUND

The City entered into a contract with Lewis, Longman & Walker, P.A., for primary and alternate Special Magistrate services for Code Enforcement on March 2, 2020. That contract provided for annual one-year extensions upon resolution by the City Council. The City Council has annually approved one-year extensions via the following resolutions:

- Resolution No. 2083-2021 on April 19, 2021;
- Resolution No. 2103-2022 on February 23, 2022;
- Resolution No. 2142-2023 on March 20, 2023 (with amendments to the original contract);
- Resolution No. 2170-2024 on April 15, 2024; and
- Resolution No. 2190-2025 on March 17, 2025.

The term may still be extended annually upon written approval by both parties and a resolution by the City Council, provided each term extension may not exceed one year.

The City is satisfied with the services being provided, and both parties wish to continue this contractual relationship. This will mark the sixth extension of the contract.

FINANCIAL IMPACT

Sufficient funds are budgeted through the remainder of FY26 to support the extension of this contract.

REQUESTED ACTION

Adopt Resolution No. 2213-2026 extending the Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement

ATTACHMENTS

1. Resolution No. 2213-2026 Extending SM Contract

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2213-2026

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, EXTENDING THE CONTRACT BETWEEN THE CITY OF JACKSONVILLE BEACH AND LEWIS, LONGMAN & WALKER, P.A., FOR PRIMARY AND ALTERNATE SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, upon approval by the City Council, on March 2, 2020, the City of Jacksonville Beach ("City") and the law firm of Lewis, Longman & Walker, P.A., entered into a Contract for Primary and Alternate Special Magistrate Services for Code Enforcement (the "Contract"); and

WHEREAS, Section 2 of the Contract provides that the term of the Contract is effective as of the Effective Date (March 2, 2020) and shall continue for one year, and that the term may be extended annually upon a resolution of the City Council provided each term extension may not exceed one year; and

WHEREAS, the City Council approved the first one-year extension of the Contract on April 19, 2021, via Resolution No. 2083-2021 with no amendments to the Contract; and

WHEREAS, the City Council approved the second one-year extension of the Contract on February 23, 2022, via Resolution No. 2103-2022 with no amendments to the Contract; and

WHEREAS, the City Council approved the third one-year extension of and amendments to the Contract on March 20, 2023, via Resolution No. 2142-2023; and

WHEREAS, the City Council approved the fourth one-year extension of the Amended Contract on April 15, 2024, via Resolution No. 2170-2024; and

WHEREAS, the City Council approved the fifth one-year extension of the Amended Contract on March 17, 2025, via Resolution No. 2190-2025; and

WHEREAS, the City and Lewis, Longman & Walker, P.A., agree that it is mutually beneficial to extend the Contract as amended in March 2023 for an additional one-year term; and

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

NOW, THEREFORE, BE IT 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. EXTENSION OF CONTRACT FOR PRIMARY AND ALTERNATE SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT. The amended Contract Between the City of Jacksonville Beach and Lewis, Longman & Walker, P.A., for Primary and Alternate Special Magistrate Services for Code Enforcement dated March 21, 2023, attached hereto as Exhibit A, is hereby approved for another one-year term.

SECTION 3. 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 4. 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 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 immediately upon passage and adoption by 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

**CONTRACT BETWEEN THE CITY OF JACKSONVILLE BEACH AND LEWIS,
LONGMAN & WALKER, P.A. FOR PRIMARY AND ALTERNATE SPECIAL
MAGISTRATE SERVICES FOR CODE ENFORCEMENT**

This CONTRACT is made and entered into on the 21st day of March, 2023 ("**Effective Date**"), by and between the City of Jacksonville Beach, a public body politic and municipal corporation organized and existing under the Laws of Florida, whose address is: City of Jacksonville Beach, 11 North Third Street, Jacksonville Beach, Florida, 32250 ("**CITY**"), and Lewis, Longman & Walker, P.A., a Florida professional service corporation, FEIN 65-0500793, whose address is 245 Riverside Avenue, Suite 510, Jacksonville, Florida 32202 ("**CONTRACTOR**"), collectively (the "**Parties**") who hereby agree as follows:

WITNESSETH

WHEREAS, the City Council of the CITY determined there exists the need for Primary and Alternate Special Magistrate Services for Code Enforcement in the City of Jacksonville Beach (hereinafter collectively "Special Magistrate Services"); and

WHEREAS, the CITY has designated a regular schedule of the fourth Wednesday at 2:00 p.m., each month, to conduct Special Magistrate hearings in City Council Chambers, which the CITY is determined to maintain for the benefit of the public and City departments; and

WHEREAS, the City Council and the City Attorney determined that the best arrangement for provision of the Special Magistrate Services would be to have a single law firm with multiple qualified attorneys to provide Primary and Alternate Special Magistrate Services for the regular scheduled hearings and any special scheduled hearings; and

WHEREAS, the CONTRACTOR submitted a proposal to the CITY for provision of Primary and Alternate Special Magistrate Services for Code Enforcement; and

WHEREAS, the City Council selects the CONTRACTOR to provide the CITY with Special Magistrate Services; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the Parties agree as follows:

SECTION 1 . SCOPE OF WORK.

The Parties agree the CONTRACTOR will provide Primary and Alternate/Backup Special Magistrate Services to the CITY in accordance with the City of Jacksonville Beach Code of Ordinances, Chapter 2, Article VI, and Chapter 162, Florida Statutes. CONTRACTOR agrees that Wayne E. Flowers, Esq., will serve as Primary Special Magistrate for Code Enforcement for the CITY through December 31, 2023 and beginning on January 1, 2024 to the conclusion of the term of this Contract, Brenna Malouf Durden will serve as Primary Special Magistrate for Code Enforcement for the City and that during the applicable times periods Wayne E. Flowers and Brenna Malouf Durden will not serve as a Special Magistrate for another city or hold another "office" that would violate the dual office holding prohibition contained in Article II, section 5(a) of the Florida Constitution. The CONTRACTOR will also provide several qualified Florida licensed attorneys to serve as alternate Special Magistrate in the event that the Primary Special Magistrate is unable to attend any hearing. The Parties' intention is that there will always be a qualified Special Magistrate to attend regular scheduled hearings on the fourth Wednesday at 2:00 p.m., each month, and any special scheduled hearings. The Special Magistrate may rely on the City Clerk's office to provide notice of hearings and to assist with coordination and planning of hearings.

SECTION 2. TERM.

The term of this Contract shall become effective on the Effective Date stated above and continue for one (1) year. The term may be extended annually upon written approval by both Parties and a Resolution of the City Council, provided each term extension may not exceed one (1) year.

SECTION 3. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 4. COMPENSATION.

a. The CONTRACTOR agrees, for the consideration herein, to the following compensation:

(i) The professional Special Magistrate Services fee shall be based on the number of hearings conducted/presided over by CONTRACTOR. If two (2) or fewer hearings are held in a month, hearings will be billed at One Thousand Dollars (\$1,000.00) each. If more than two hearings are held in a month, but less than six, the total fee will be Two Thousand Five Hundred Dollars \$2,500 for the month. If more than five hearings are held in a month, in addition to the \$2,500 fee, any hearing above five (5) will be billed at Five Hundred Dollars (\$500.00) each.

(ii) CONTRACTOR and CITY agree that in March, 2024, the City Manager and CONTRACTOR shall review this compensation for fairness to the City and Contractor.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Florida's Prompt Payment Act, Section 218.70, et seq., Florida Statutes.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In the event sufficient budgeted funds are not available for a new fiscal period, the CITY will notify the CONTRACTOR of such occurrence and this Contract will terminate on the last day of the current fiscal period without penalty or expense to the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed in this Contract. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

d. The CONTRACTOR shall submit invoices once a month, in the month following code enforcement hearings held by the Special Magistrate, to the City of Jacksonville Beach for services performed, including the expenses or other charges accounted for under this Contract during the month immediately preceding said invoice. The CONTRACTOR will pay all sales, employment, and other applicable taxes that arise or may arise from the services performed under this Contract.

SECTION 5. TERMINATION AND FORCE MAJEURE.

a. Termination. The CONTRACTOR shall serve at the pleasure of the City Council and may be removed from service at any time with or without cause upon resolution approved by a majority vote of the City Council present and voting. Such termination shall be effective upon thirty (30) days' written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract with or without cause upon sixty (60) days' written notice to the CITY. In the event the Contract is terminated by the CONTRACTOR or is terminated by the CITY for reasons unrelated to the quality of work provided by the CONTRACTOR, the CITY shall pay the CONTRACTOR in full for all work actually performed prior to the date of termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation under this Contract in the event of termination. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this Contract will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the Contract, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 6. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in Exhibit A (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY within fifteen (15) days of execution of this Contract and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies, except CONTRACTOR's malpractice insurance.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue will lie in Duval County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the Parties.

SECTION 8. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this Contract.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all negligent acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. Indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required in this Contract. This provision shall survive termination of this Contract.

SECTION 12. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, the cap on the amount and liability of the CITY for damages, attorney's fees and costs, regardless of the number or nature of claims in tort, equity or contract, must not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a petition in bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 5.

SECTION 14. BINDING EFFECT.

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 15. ASSIGNMENT.

This Contract is assignable by the CONTRACTOR only with express written consent of CITY.

SECTION 16. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this Contract. It is understood by the Parties that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 17. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, of this Contract, or to exercise any right or option contained in this Contract will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which will continue to remain in full force and effect.

SECTION 18. MODIFICATION.

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the Parties hereto, pursuant to approval by the City Council. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written amendment(s), the provisions of the latest executed instrument shall take precedence.

SECTION 19. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and do not expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 20. JOINT AUTHORSHIP.

This Contract results from joint negotiation and authorship. No part of this Contract will be construed as the product of any one of the Parties hereto.

SECTION 21. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 22. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law may include, but are not limited to: records related to the entry, management and implementation of this Contract itself; emails/correspondence between the CITY and the CONTRACTOR related to this Contract; emails or correspondence from all other entities related to this Contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;

- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR' s response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of this Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247- 6268, SHERI GOSSELIN at sgosselin@jaxbchfl.net, AND CITY HALL, 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF JACKSONVILLE BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF JACKSONVILLE BEACH OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 23. NOTICE.

All notices required to be given to the CITY or CONTRACTOR will be sent by (a) registered or certified mail, and notice is deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, or email, and notice is deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice is deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday.

All notices required to be given to the CITY shall be made to the CITY at:

City of Jacksonville Beach
Attention: City Manager
11 North Third Street
Jacksonville Beach, FL 32250
Phone: (904) 247-6268
Email: mstaffopoulos@jaxbchfl.net

With a copy to:

City Clerk
City of Jacksonville Beach 11 North Third Street
Jacksonville Beach, FL 32250
Phone: (904) 247-6268
Email: sgosselin@jaxbchfl.net

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Lewis, Longman & Walker, P.A.
Attention: Wayne E. Flowers, Esq. and Brenna Malouf Durden, Esq.
245 Riverside Avenue, Suite 510
Jacksonville, FL 32202
Phone: (904) 353-6410
Fax: (904) 353-7619
Email: wflowers@llw-law.com and bdurden@llw-law.com

or to such address as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both Parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 24. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY' s requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
2. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said Section.
3. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the other party other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract will not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this Contract has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital.
4. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting.
5. This Contract shall be executed by the respective duly authorized officials, and shall take effect as of the day and year first above written.

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

CITY OF JACKSONVILLE BEACH

By: [Signature]
Christine Hoffman, Mayor

Date: 3/20/23

By: [Signature]
Mike Staffopoulos
City Manager

Date: 03/21/2023

Attest: [Signature]
Sheri Gosselin
City Clerk

Approved as to form:
By: [Signature]
Sandra Robinson
City Attorney

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of March, 2023, by Mike Staffopoulos & Sheri Gosselin (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC:
Sign: [Signature]
Print: Elise C. Brosch
My Commission expires:



ELISE C. BROSCH
Commission # HH 049315
Expires September 30, 2024
Bonded Thru Budget Notary Services

LEWIS, LONGMAN & WALKER, P.A.

By: Breanna Malouf Darden
Print: Breanna Malouf Darden
Shareholder
Date: March 7, 2023

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of March, 2023, by Breanna Malouf Darden (name of person acknowledging), who is personally known to me or who has produced _____
(~~type of identification~~) as identification.

NOTARY PUBLIC:
Sign: Sandra D. Reichard
Print: Sandra D. Reichard
My Commission expires:





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	April 6, 2026
SUBJECT:	Engineering Electrical Evaluation of Water Treatment Plants 1 & 2

BACKGROUND

The FY2025 Public Works (PW) Capital Improvement Plan included projects to make electrical and communications upgrades at both water plants. While inspecting the plant to prepare for the projects, it was determined that the main power service and cabinets should be included in the improvements because they are original equipment to the plants, and should be included in the evaluation and potential improvements to the plants. As a result, the project was paused to engage engineering services to redesign and refine the project scope.

This engineering study and design will guide the required electrical improvements to both water plants by providing PW with a recommended replacement strategy, timeline, and recommendations for improvements. These plants are running on mostly original infrastructure and updates and improvements are needed and required. The evaluation will inform the FY2027 and FY2028 PW Capital Improvement Plan for the water plants.

A 10% contingency is recommended for this work to address additional engineering needs and requests related to this project.

FINANCIAL IMPACT

Because the FY2025 projects were not executed, funding lapsed to fund balance at the end of the fiscal year. Monies are available in Water/Sewer Fund reserves, and the budget in account 420-07-0705-533-63-563000 will be adjusted at yearend.

REQUESTED ACTION

Approve the Project Scope and Fee for Engineering Electrical Evaluation of Water Treatment Plants 1 and 2 by Four Waters Engineering in an amount not to exceed \$93,450

ATTACHMENTS

1. CoJB WTP MCC Replacement Fee Propsoal_Jan 2026



FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

December 8th, 2025
Sent Electronically

Kayle Moore, P.E.
City Engineer
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
KMoore@jaxbchfl.net

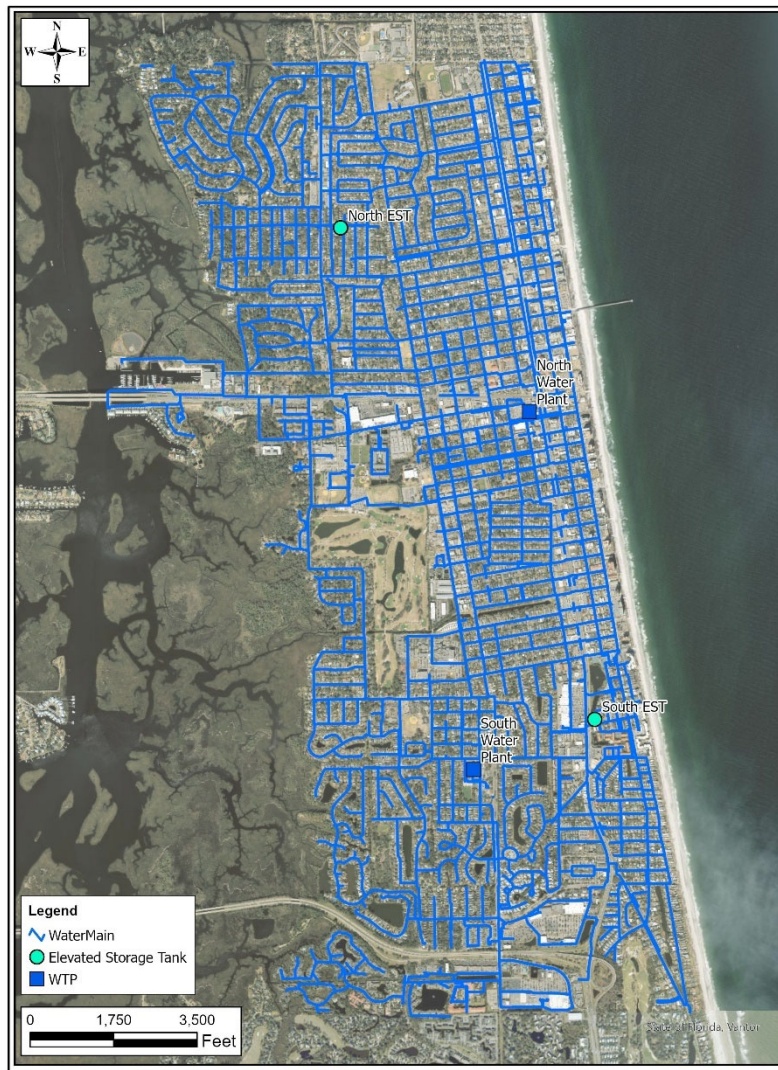
RE: Proposal for Professional Engineering Services
City of Jacksonville Beach Water Treatment Plants No. 1 & No. 2 Electrical Upgrades

Dear Mr. Moore:

Four Waters Engineering, Inc. (4Waters) in conjunction with our teaming partner, Evanlily Engineering (Evanlily) are pleased to provide this proposal to the City of Jacksonville Beach Public Works Department (City) for engineering services related to electrical upgrades at Water Treatment Plant (WTP) No. 1 and No. 2. It is our understanding that the City operates a public water system (PWS) serving approximately 23,500 residents under PWS ID No. 2160563. The PWS has a total permitted capacity of 7 million gallons per day (MGD) based on an annual average daily demand. WTP No. 1 has a capacity of 4.2 MGD and is in the northern portion of the City on 4th Street South. Located in the southern portion of the City on Osceola Avenue, WTP No. 2 has a capacity of 2.8 MGD.

The PWS is depicted in the figure below and generally consists of the following:

- WTP No. 1
 - Four High Service Pumps (HSPs)
 - HSP 1 - 40 Hp, HSP 2 - 125 Hp, HSP 3 - 125 Hp and HSP 4 - 250 Hp
 - One Ground Storage Tank (GST)
 - Supporting Electrical Equipment (Motor Control Centers (MCCs), Control Systems, and Data Flow Systems (DFS)/SCADA Systems)
- WTP No. 2
 - Four HSPs
 - HSP 1 - 40 Hp, HSP 2 - 125 Hp, HSP 3 - 125 Hp and HSP 4 - 200 Hp
 - Two GSTs
 - Electrical Equipment (MCCs, Control Systems, and DFS/SCADA Systems)
- Two Elevated Storage Tanks (ESTs)
 - North EST (11th Avenue North)
 - South EST (Gordon Avenue)
- Six Potable Water Wells
- 143 miles of water main (2 inch to 12 inch)



Currently, the raw water from the potable wells is withdrawn and pumped to the WTPs where it is stored in GSTs, treated to drinking water standards and then pumped into the distribution system and respective ESTs. The HSPs operate at constant speed between a low EST level Pump On setpoint and a high EST level Off setpoint. The pumps cycle On and Off between the setpoints with the ESTs providing pressure to the system between each On and Off cycle. Presently, the City utilizes DFS program logic control (PLCs) at both WTP No. 1 and No. 2 with fiber connectivity, DFS telemetry control unit (TCU) controllers at remote locations with radio communication and DFS HT3 SCADA for all utility monitoring and control.

4Waters understands that the City wishes to identify water treatment plant process improvements necessary for future conditions and then upgrade the existing electrical equipment which is at the end of useful life with the intention of providing consistent, reliable and flexible water pumping systems that meet future conditions. The electrical equipment recommended for upgrades could include associated electrical gear, MCCs, control systems, DFS control cabinets and SCADA systems. Evanlily will provide the electrical engineering design services for the project. Details of their scope of services are provided in the attached proposal. 4Waters will provide planning evaluations, document control and project management between stakeholders.

Our understanding of the Project Scope is as follows:

1. Site visit at each WTP with observation and evaluation of existing electrical and control systems.
2. System study to identify process, electrical, and control system improvements necessary for future conditions to be included in the Project Definition with Engineers Opinion of Probable Construction Cost (EOPCC).
3. Development of electrical design documents based on the final Project Definition including:
 - a. Electrical Design Drawings
 - b. Electrical Specifications

4Waters proposes the Project tasks below which include services and assumptions to complete the Project Scope.

Task 1 – System Study and Project Definition

Task 1 will include the following:

- Project Initiation and Data Collection
- Site Visits to WTP No. 1 and No. 2
- System Study and Preliminary Project Definition
- Review Meeting
- Final Project Definition

4Waters will coordinate with City staff to collect and review existing data on the water system including the 2024 Water Master Plan - Hydraulic Modeling Analysis prepared by Jones Edmunds with calibrated WaterGems model, available GIS data, as-built/design drawings of the WTPs and ESTs, monthly operating reports (MORs), water billing data and other applicable water related studies.

After the collected water system data is reviewed, site visits to WTP No. 1 and WTP No. 2 will be conducted to observe and evaluate the existing electrical and control systems. Existing information concerning dimensions and layouts for the WTP buildings, pumping, and electrical systems will be collected and verified against as-built/design drawings in addition to pump specifications (flow rate, hp, rpm, ph, etc.).

Following the site visits 4Waters and Evanlily will coordinate on the system study to evaluate water treatment plant process improvements necessary for future conditions. This will be completed by utilizing the 2024 Water Master Plan and calibrated WaterGems model, along with the identified assumptions, flow projections, findings and recommendations. The below items will be completed as part of the system study and preliminary Project Definition:

1. Review results of calibrated existing and future scenarios WaterGems model
 - Confirm pumping and storage level of service requirements are met for both City Operations and Regulatory compliance for future (20-year) buildout conditions
 - Check if available storage for fire flow, pressure and daily demands is adequate
 - Verify if existing pumps are capable of meeting buildout conditions
 - If inadequate determine appropriate potential pump selections with sufficient information to support electrical evaluation and design

2. Evaluate if decommissioning of the ESTs is a viable option and if so determine necessary upgrades
3. Identify process, electrical and control system upgrade options for inclusion in the preliminary Project Definition

Once completed a preliminary Project Definition will be submitted to the City for review and comment, prior to finalizing the Project Definition.

The 4Waters team will meet with the City to review the preliminary Project Definition and discuss findings. After the review meeting the Project Definition will be finalized. The preliminary and final Project Definition will include recommended system improvements, engineering and construction sequencing, and associated Engineers Opinion of Probable Construction Costs.

Task 2a – Electrical and Pumping System Upgrades – 90 Percent Design

Based on feedback from the City regarding the Project Definition, the 4Waters team will proceed with the 90% design documents for the Electrical and Pumping System Upgrades Package. Our understanding is that the pumping system process improvements will include accommodations to support the existing pumps (or recommended future pump upgrades) with the following:

- New MCCs
- New variable frequency drives (VFDs) for pumps
- New Siemens-based (or other) PLC control systems and cabinets
- SCADA integration

The 4Waters team will prepare the 90% design drawings which are anticipated to include:

1. Cover page
2. General notes
3. Existing conditions
4. Electrical demolition plans
5. Electrical one-line diagrams, calculations, and schedules
6. Electrical site plans
7. Electrical building plans
8. Electrical details
9. Control block diagrams
10. Potential construction sequence

It is anticipated that the proposed electrical and pumping system equipment will be replaced in the existing footprint (inside the WTP buildings) and therefore formal site survey, subsurface utility engineering, mechanical, environmental, process, civil, and structural engineering are not included in this scope of work. 4Waters anticipates the City will provide any available as-built/design drawings of the WTPs that can be digitized and utilized as the base for the above design drawing set. The digitized area will be confined to inside the WTP buildings.

The 4Waters team will prepare the 90% project specifications by utilizing City standard specifications. The technical specifications as relevant to the electrical system and pumping system design and front-end documents for the scope of work, itemized bid form, and other relevant information will be updated. The 4Waters team will also prepare an EOPCC for the 90% design and an anticipated construction schedule. 4Waters will submit the 90% submittal documents electronically in PDF format.

The 4Waters team will meet with City staff to review the 90% design documents and gather any review comments or concern.

Task 2b – Electrical and Pumping System Upgrades – 100 Percent Design

Based on feedback from the City regarding the 90% design documents, the 4Waters team will proceed with the 100% (Bid) documents for the WTP No. 1 and No. 2 Electrical and Pumping System Upgrades. The 100% (Bid) documents will incorporate comments from City review. The project specifications, project drawings, bid form, and EOPCC will be updated accordingly.

Two (2) hard copies (signed and sealed by a Florida Registered Professional Engineer) and one (1) electronic copy (PDF and Word/Excel) of the final 100% (Bid) documents will be provided to the City and will be emailed to Luis Flores, Property and Procurement Office for advertisement and placement on the City's website during bidding. 4Waters and Evanlily will support the bidding process. Construction phase services are not included.

Task 3a – Control System and SCADA Upgrades – 90 Percent Design

Based on feedback from the City regarding the Project Definition, the 4Waters team will proceed with the 90% design documents for the Control System and SCADA Upgrades Package. Our understanding is that the SCADA integration will be determined during the Project Definition stage and could be one of the following two options:

- Integration of DFS HT3 SCADA into a new VtSCADA system whereby the City would operate primarily on the new VtSCADA system and integrate remote sites operating on DFS HT3 into the new VtSCADA system or
- Integration of new WTP Siemens (or other) PLC data into the existing DFS HT3 SCADA system.

The 4Waters team will prepare the 90% design drawings which are anticipated to include:

1. Cover page
2. General notes
3. Existing conditions
4. Electrical demolition plans
5. Electrical site plans
6. Electrical building plans
7. Electrical details
8. WTP No. 1 P&ID
9. WTP No. 2 P&ID
10. Control and network block diagrams
11. Control panel details
12. Potential construction sequence

It is anticipated that the proposed electrical and pumping system equipment will be replaced in the existing footprint (inside the WTP buildings) and therefore formal site survey, subsurface utility engineering, mechanical, environmental, process, civil, and structural engineering are not included in this scope of work. 4Waters anticipates the City will provide any available as-built/design drawings of the WTPs that can be digitized and utilized as the base for the above design drawing set. The digitized area will be confined to inside the WTP buildings.

The 4Waters team will prepare the 90% project specifications by utilizing City standard specifications. The technical specifications as relevant to the electrical system and pumping system design and front-

end documents for the scope of work, itemized bid form, and other relevant information will be updated. The 4Waters team will also prepare an EOPCC for the 90% design and an anticipated construction schedule. 4Waters will submit the 90% submittal documents electronically in PDF format. The 4Waters team will meet with City staff to review the 90% design documents and gather any review comments or concern.

Task 3b – Control System and SCADA Upgrades – 100 Percent Design

Based on feedback from the City regarding the 90% design documents, the 4Waters team will proceed with the 100% (Bid) documents for the WTP No. 1 and No. 2 Control System and SCADA Upgrades. The 100% (Bid) documents will incorporate comments from City review. The project specifications, project drawings, bid form, and EOPCC will be updated accordingly.

Two (2) hard copies (signed and sealed by a Florida Registered Professional Engineer) and one (1) electronic copy (PDF and Word/Excel) of the final 100% (Bid) documents will be provided to the City and will be emailed to Luis Flores, Property and Procurement Office for advertisement and placement on the City's website during bidding. 4Waters and Evanlily will support the bidding process. Construction phase services are not included.

Clarifications and Limits of Scope of Service:

1. Details of Evanlily's clarifications are provided in the attached proposal.
2. Permitting is not included in this scope of work and will be the responsibility of the selected contractor.
3. Pump recommendations for future conditions, as appropriate, will be included in Task 1 for planning purposes, however pump replacements will not be incorporated in construction documents.
4. Construction phase services are not included.
5. 4Waters will be provided a calibrated WaterGems model.
6. Assumed the proposed electrical and pumping system equipment will be replaced in the existing footprint (inside the WTP buildings).
7. Formal site survey, subsurface utility engineering, mechanical, environmental, process, civil, and structural engineering are not included in this scope of work.
8. Available as-built/design drawings of the WTPs that can be digitized and utilized as the base for the above design drawing set will be provided by the City. The digitized area will be confined to inside the WTP buildings.
9. Three design meetings are included.

December 8th, 2025

Page 7

Schedule and Professional Service Fee


The proposed schedule for each task is listed below. We are available to begin work immediately upon receipt of a purchase order.

- Task 1: System Study and Project Definition
 - within 20 days from notice to proceed
- Task 2a: Electrical and Pumping System Upgrades – 90 Percent Design
 - within 40 days from notice to proceed
- Task 2b: Electrical and Pumping System Upgrades – 100 Percent Design
 - within 20 days from Task 2a approval
- Task 3a: Control System and SCADA Upgrades – 90 Percent Design
 - within 40 days from notice to proceed
- Task 3b: Control System and SCADA Upgrades – 100 Percent Design
 - within 20 days from Task 3a approval

We appreciate this opportunity to work with the City and have attached a detailed fee summary sheet for the project. The proposed fee to complete the tasks outlined above is \$84,953.60 (with \$51,900.00 attributable to sub-consultants fees). Should a Florida Department of Environmental Protection (FDEP) permit to Construct Specific Water System Component be needed an allowance has been provided of \$4,500 per permit (\$3,500 for permit application preparation and \$1,000 anticipated permit fees). If the permit is not needed, the City will not be billed.

If you have any questions, please contact me at LConstantino@4WEng.com or (904) 414-2400 Ext. 52.

Sincerely,
Four Waters Engineering, Inc.



Laura C. Constantino, MSE
Project Manager



FOUR WATERS ENGINEERING, INC.
 324 6th Avenue North
 Jacksonville Beach, FL 32250
 (904) 414-2400 Office

**City of Jacksonville Beach
 Proposal for Professional Engineering Services
 WTP No. 1 & 2 Electrical Upgrades**

Task Description	Project Manager	Project Engineer	Design Engineer	Associate Engineer	Engineer Intern	CADD Designer	Administrative	Sub-Consultants (Evan Lilly, PE)	Direct Costs	Total Professional Service Fees
	\$165.00	\$147.95	\$133.84	\$115.62	\$85.25	\$103.01	\$64.82			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
	\$	\$	\$	\$	\$	\$	\$			
Task 1.0 System Study and Project Definition	16 \$2,640.00	60 \$8,877.00	0 \$0.00	24 \$2,774.88	0 \$0.00	4 \$412.04	2 \$129.64	\$9,700.00	\$100.00	24,633.56
Task 2.0 Electrical and Pumping System Upgrades										
Task 2a 90 Percent Design	8 \$1,320.00	16 \$2,367.20	0 \$0.00	0 \$0.00	0 \$0.00	24 \$2,472.24	4 \$259.28	\$18,100.00	\$50.00	24,568.72
Task 2b 100 Percent Design	4 \$660.00	12 \$1,775.40	0 \$0.00	0 \$0.00	0 \$0.00	12 \$1,236.12	2 \$129.64	\$6,000.00	\$0.00	9,801.16
Task 3.0 Control System and SCADA Upgrades										
Task 3a 90 Percent Design	8 \$1,320.00	12 \$1,775.40	0 \$0.00	0 \$0.00	0 \$0.00	16 \$1,648.16	4 \$259.28	\$12,100.00	\$50.00	17,152.84
Task 3b 100 Percent Design	4 \$660.00	8 \$1,183.60	0 \$0.00	0 \$0.00	0 \$0.00	8 \$824.08	2 \$129.64	\$6,000.00	\$0.00	8,797.32
TOTAL	\$6,600.00	\$15,978.60	\$0.00	\$2,774.88	\$0.00	\$6,592.64	\$907.48	\$51,900.00	\$200.00	84,953.60

Attachment 1

Evanlily Engineering -
Professional Electrical Engineering Scope and Fee

E EVANLILY ENGINEERING
*Client Focused Electrical Engineering
with Quality and Value*

Evanlily Engineering / 10273 Mc Laurin Rd East / Jacksonville, Florida 32256 / 904.509.7784 / www.evanlilyengineering.com

December 8, 2025

Angela Bryan, PE, LEED AP
President
Four Waters Engineering, Inc
324 6th Avenue North
Jacksonville Beach, FL 32250

Subject: City of Jacksonville Beach
Water Treatment Plants No. 1 & No. 2 Electrical Upgrades
Professional Electrical Engineering Services - Scope and Fee

Siemens or other

Angela,

Evanlily Engineering is pleased to submit this scope and fee to Four Waters Engineering, Inc. (4WE) for the City of Jacksonville Beach (CoJB) Water Treatment Plants No. 1 and No. 2 Electrical Upgrades project. This scope and fee has been developed for the electrical and control systems engineering required to evaluate the current CoJB water pumping systems at both plants with respect to future pump capacity requirements and associated electrical gear, motor control cabinets, control systems, and SCADA systems. It is the primary intention of CoJB to identify water treatment plant process improvements necessary for future conditions and then upgrade the existing end of life electrical equipment including motor controller centers, motor controllers, Data Flow Systems (DFS) control cabinets, and SCADA systems in order to provide consistent, reliable, and flexible water pumping systems that meet future conditions. Currently, CoJB utilizes DFS PLCs at both water treatment plants with fiber connectivity, DFS TCU controllers at remote locations with radio communications, and DFS HT3 SCADA for all utility monitoring and control.

Electrical engineering scope of work will include such things as an evaluation of existing electrical and control systems and both Water Treatment Plants No. 1 and No. 2 with design for pumping system process improvements, new motor control centers, new variable frequency drives for pumps, new Siemens based PLC control systems and cabinets, and SCADA integration. SCADA integration scope of work will be as determined during the project definition stage and could include one of two options; Integration of DFS HT3 SCADA into a new VtSCADA system whereby the City would operate primarily on the new VtSCADA system and integrate remote sites operating on DFS HT3 into the new VtSCADA system; Integration of new water treatment plant Siemens PLC data into the existing DFS HT3 SCADA system. Electrical engineering for other process system improvements are not included in this scope of work and if identified for upgrade during Task 1, may require additional scope of work adjustment and fee at the direction and approval of CoJB. This scope and fee is based on an October 16th, 2025 site visit and subsequent correspondence between CoJB officials, Four Waters Engineering, and Evanlily Engineering.

A summary of the electrical engineering scope of work including such things as:

1. Site visit for observation and evaluation of existing electrical and control systems at each water treatment plant.
2. System study to identify process, electrical, and control system improvements to be included in the project definition with Opinion of Probable Construction Cost (OPCC).
3. Development of electrical design documents based on the final project definition including:
 - a. Electrical Design Drawings
 - b. Electrical Specifications

SCOPE OF SERVICES

Task 1: System Study and Project Definition

Upon receiving work authorization and notice to proceed from 4WE, we will perform a site visit to observe and evaluate the existing electrical and control systems at WTP No. 1 and No. 2. We will coordinate with 4WE to identify process, electrical, and control system upgrade options for inclusion in the system study and preliminary project definition. We will attend one design review session with 4WE and CoJB to finalize the proposed improvements to be included in the final project definition. The final project definition will include all proposed system improvements, engineering and construction sequencing, and associated OPCC.

Task 2a: Electrical and Pumping System Upgrades - 90 Percent Design

Upon receiving work authorization and notice to proceed from 4WE, Evanlily will commence with the development of the Task 2a electrical package.

The anticipated electrical drawings may include the following:

1. Electrical demolition plans
2. Electrical one-line diagrams, calculations, and schedules
3. Electrical site plans
4. Electrical building plans
5. Electrical details
6. Control block diagrams

The anticipated electrical documents will include the following:

1. Electrical specifications

Evanlily will provide the Task 2a deliverable in electronic PDF file format to 4WE for review and comment. 4WE comments will be incorporated into the CoJB Task 2a deliverable. We will attend one design review session to receive comments and any changes or decisions will be documented and incorporated into the Task 2b deliverable.

Task 2b: Electrical and Pumping System Upgrades - 100 Percent Design

Upon approval of the Task 2a deliverable, Evanlily will commence with development of the Task 2b electrical package. All project electrical design drawings and documents will be updated and reissued. Evanlily will provide the Task 2b deliverable in electronic PDF file format to 4WE for review and comment. 4WE comments will be incorporated into the CoJB Task 2b deliverable. This deliverable will be "Issued for Bid" by CoJB to construct the electrical upgrades. Evanlily will support the bidding process. Construction phase services are not included. This deliverable may be signed and sealed upon request.

Task 3a: Control System and SCADA Upgrades - 90 Percent Design

Upon receiving work authorization and notice to proceed from 4WE, Evanlily Engineering will commence with the development of the Task 3a electrical package.

The anticipated electrical drawings may include the following:

1. Electrical demolition plans
2. Electrical site plan
3. Electrical building plan
4. Electrical details
5. WTP No. 1 P&ID
6. WTP No. 2 P&ID
7. Control and network block diagrams
8. Control panel details

The anticipated electrical documents will include the following:

1. Electrical specifications

Evanlily will provide the Task 3a deliverable in electronic PDF file format to 4WE for review and comment. 4WE comments will be incorporated into the CoJB Task 3a deliverable. We will attend one design review session to receive comments and any changes or decisions will be documented and incorporated into the Task 3b deliverable.

Task 3b: Control System and SCADA Upgrades - 100 Percent Design

Upon approval of the Task 3a deliverable, Evanlily will commence with development of the Task 3b electrical package. All project electrical design drawings and documents will be updated and reissued. Evanlily will provide the Task 3b deliverable in electronic PDF file format to 4WE for review and comment. 4WE comments will be incorporated into the CoJB Task 3b deliverable. This deliverable will be "Issued for Bid" by CoJB to construct the control system upgrades. Evanlily will support the bidding process. Construction phase services are not included. This deliverable may be signed and sealed upon request.

CLARIFICATIONS

The following clarifications are applicable to this proposed scope of work.

1. Deviation from the scope of work outlined within this scope and fee may require a scope of work adjustment at the direction and approval of CoJB.
2. Services outside of this scope of work will be billed at the time rate of \$185 / hour with expenses billed at cost plus 10%.
3. Formal site survey and subsurface utility engineering are not included.
4. Mechanical, environmental, process, civil, and structural engineering are not included.
5. 4WE will provide CAD base files and project drawings borders.
6. 4WE will be responsible for document control and routing of correspondence between project stakeholders.
7. Construction phase services are not included.
8. Process improvements are limited to WTP No. 1 and No. 2 water pumping systems only. Improvements to other existing facility processes such as instrumentation systems, chemical storage and feed, building or site infrastructure, lighting, grounding, lightning protection, electrical service entrance, or backup power generation are not included. If identified for improvements during Task 1, a scope of work adjustment will be required with approval of CoJB.
9. Three design review meetings are included.

SCHEDULE

The proposed schedule for each task is listed below.

Task 1	System Study & Project Definition	Within 20 business days from notice to proceed
Task 2a	Electrical and Pumping System Upgrades - 90 Percent Design	Within 40 business days from notice to proceed
Task 2b	Electrical and Pumping System Upgrades - 100 Percent Design	Within 20 business days from Task 2a approval
Task 3a	Control System and SCADA Upgrades - 90 Percent Design	Within 40 business days from notice to proceed
Task 3b	Control System and SCADA Upgrades - 100 Percent Design	Within 20 business days from Task 3a approval

FEES

The project will be billed as a lump sum contract with a total fee of \$51,900.00. Evanlily Engineering will provide invoices to 4WE at each task deliverable stage. A breakdown of the fees associated with each task is provided in the attached fee schedule.

Evanlily Engineering looks forward to working with Four Waters Engineering, Inc. on this project. Upon approval of this scope and fee, issuance of work authorization, and notice to proceed, Evanlily Engineering will begin working immediately. Should you have any questions or need any additional information please contact me at 904-509-7784.

Regards,
Evanlily Engineering

Frank E. Wells, PE
President

cc: Angela Bryan, PE, LEED AP President – Four Waters Engineering, Inc.

Client Acceptance

Printed Name

Signature

Date

Electrical Engineering Fee Breakdown by Task
Electrical Engineering Services for the
City of Jax Beach Water Treatment Plant 1 2 Electrical Upgrades

Task List			2026				Total Hours	Total Cost	
			JAN	MAR	MAY	JULY			SEPT
Task 1 - System Study and Project Definition									
Task 2a - Electrical and Pumping System Upgrades - 90 Percent Design									
Task 2b - Electrical and Pumping System Upgrades - 100 Percent Design									
Task 3a - Control System and SCADA Upgrades - 90 Percent Design									
Task 3b - Control System and SCADA Upgrades - 100 Percent Design									
Task Description			JAN	MAR	MAY	JULY	SEPT	Total Hours	Total Cost
Task 1 - System Study and Project Definition									
Staff	Name	Rate							
Project Manager / EOR	Frank Wells, PE	\$150	64	0	0	0	0	64	\$ 9,600
		Expenses	\$ 100	0	0	0	0		\$ 100
Task 1 Subtotal								64	\$ 9,700
Task 2a - Electrical and Pumping System Upgrades - 90 Percent Design									
Staff	Name	Rate							
Project Manager / EOR	Frank Wells, PE	\$150	0	120	0	0	0	120	\$ 18,000
		Expenses	0	100	0	0	0		\$ 100
Task 2a Subtotal								120	\$ 18,100
Task 2b - Electrical and Pumping System Upgrades - 100 Percent Design									
Staff	Name	Rate							
Project Manager / EOR	Frank Wells, PE	\$150	0	0	40	0	0	40	\$ 6,000
		Expenses	0	0	0	0	0		\$ -
Task 2b Subtotal								40	\$ 6,000
Task 3a - Control System and SCADA Upgrades - 90 Percent Design									
Staff	Name	Rate							
Project Manager / EOR	Frank Wells, PE	\$150	0	0	0	80	0	80	\$ 12,000
		Expenses	0	0	0	100	0		\$ 100
Task 3a Subtotal								80	\$ 12,100
Task 3b - Control System and SCADA Upgrades - 100 Percent Design									
Staff	Name	Rate							
Project Manager / EOR	Frank Wells, PE	\$150	0	0	0	0	40	40	\$ 6,000
		Expenses	0	0	0	0	0		\$ -
Task 3b Subtotal								40	\$ 6,000
PROJECT TOTAL								344	\$ 51,900
Total Hours by Month			64	120	40	80	40	344	
Total Billable Hour Cost (Excluding Expenses)			\$9,600	\$18,000	\$6,000	\$12,000	\$6,000	\$51,600	
Total Billable Hour Cost (Including Expenses)			\$ 9,700	\$ 18,100	\$ 6,000	\$ 12,100	\$ 6,000	\$ 51,900	



CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	April 6, 2026
SUBJECT:	FLC Leadership Class Travel

BACKGROUND

The Florida League of Cities (FLC) is offering its 2026 Leadership Class. The class will provide valuable insight and practical tools to empower elected officials to excel in their position. The program is open only to those who have graduated from the Institute of Elected Municipal Officials II.

This item is to authorize travel for elected officials who plan to attend the 2026 FLC Leadership Class that will take place in Orlando, FL from May 14-15, 2026.

FINANCIAL IMPACT

Travel for the City Council is budgeted in Travel and Training.

REQUESTED ACTION

Authorize the following elected officials to attend the Florida League of Cities' Leadership Class, May 14-15, 2026, in Orlando, FL: _____.

ATTACHMENTS



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Taylor Mobbs, CRA Coordinator
DATE:	April 6, 2026
SUBJECT:	Dumpster Enclosure Murals

BACKGROUND

At its February meeting, the Public Art Advisory Committee (PAAC) formally reviewed all eligible submissions received in response to the local call to artists for the dumpster enclosure mural program. Following a thorough evaluation process and committee discussion, the PAAC reached consensus and recommended the selection of six artists for the six designated dumpster enclosure locations. Each recommended artist resides within one of the three beach communities and meets the local eligibility criteria established for this call. The committee's recommendations reflect a diverse range of artistic styles and concepts, while maintaining alignment with the character of the surrounding areas and the program's goal of elevating utilitarian infrastructure through high-quality public art. Each of the mural concepts are attached to this memo.

The Community Redevelopment Agency (CRA) reviewed the PAAC recommended candidates at the February 23 CRA meeting and approved the following artists:

- Michael Kulik (Atlantic Beach) for 10th Avenue South
- Josh Phares (Jacksonville Beach) for 9th Avenue South
- Deborah Mckinney (Jacksonville Beach) for 9th Avenue South Endzone
- Natalie Pearson (Neptune Beach) for 8th Avenue South Endzone
- Beth Haizlip (Jacksonville Beach) for 7th Avenue South
- Russell Wilson (Jacksonville Beach) for 6th Avenue South

FINANCIAL IMPACT

The total cost for this program is \$24,000.00 (\$4,000.00 per dumpster enclosure). This is an all-inclusive budget.

REQUESTED ACTION

Approve/Disapprove an Agreement with the following artists for the following dumpster locations

- Michael Kulik for 10th Avenue South
- Josh Phares for 9th Avenue South
- Deborah Mckinney for 9th Avenue South Endzone
- Natalie Pearson for 8th Avenue South Endzone
- Beth Haizlip for 7th Avenue South
- Russell Wilson for 6th Avenue South

AGENDA ITEM:	B.
MEETING DATE:	April 6, 2026



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

ATTACHMENTS

1. Dumpster Enclosure Mural Candidates

Dumpster Enclosure Murals

PAAC – February 19, 2026

Dumpster Enclosure Locations

- 10th Avenue South (Behind Sun Deli)
- 9th Avenue South (Between 2nd and 3rd Streets)
- 9th Avenue South Endzone
- 8th Avenue South Endzone
- 7th Avenue South (Between 2nd and 3rd Streets)
- 6th Avenue South (Between 2nd and 3rd Streets)

Deborah McKinney – Jacksonville Beach

Mural Concept

A long-time resident of Jacksonville Beach and an award winning designer, the concept I have for the Dumpster Enclosures is based on the surf culture posters.

List of Materials

To be provided,

Timeline

Available now.

Painting should take about 7 days.

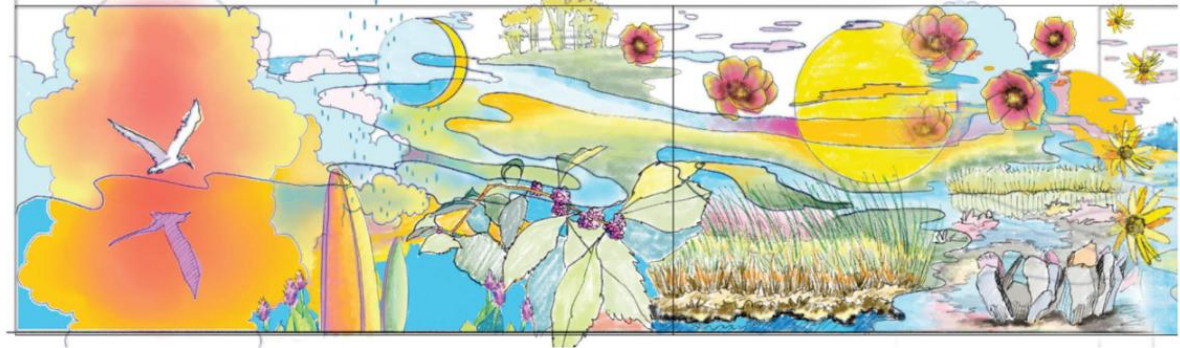


Michael Kulik – Atlantic Beach

Enlargements

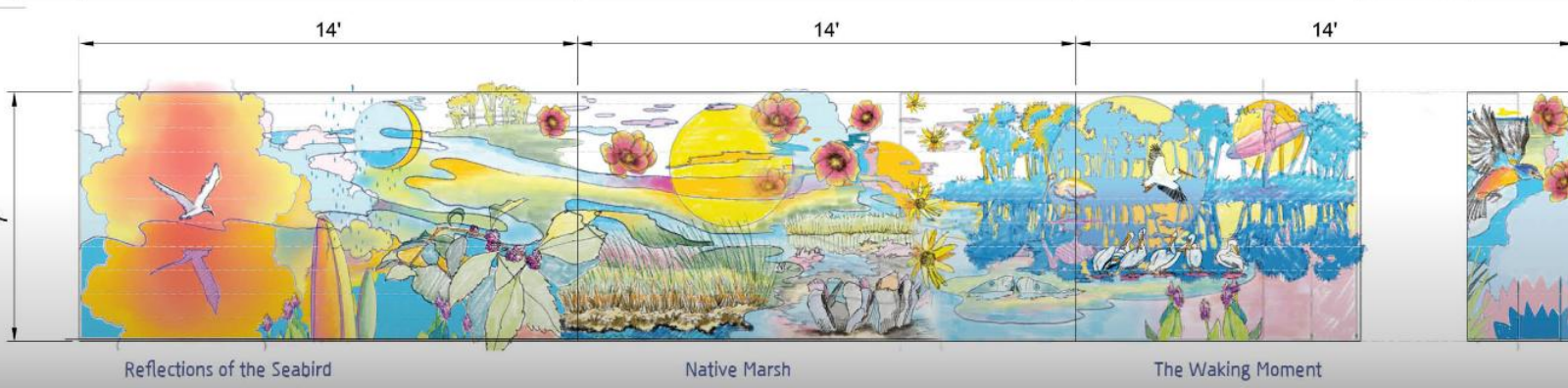
Reflections of the Seabird (Side wall)

Native Marsh (Rear wall)



Native Marsh (Rear wall)

The Waking Moment (side wall)

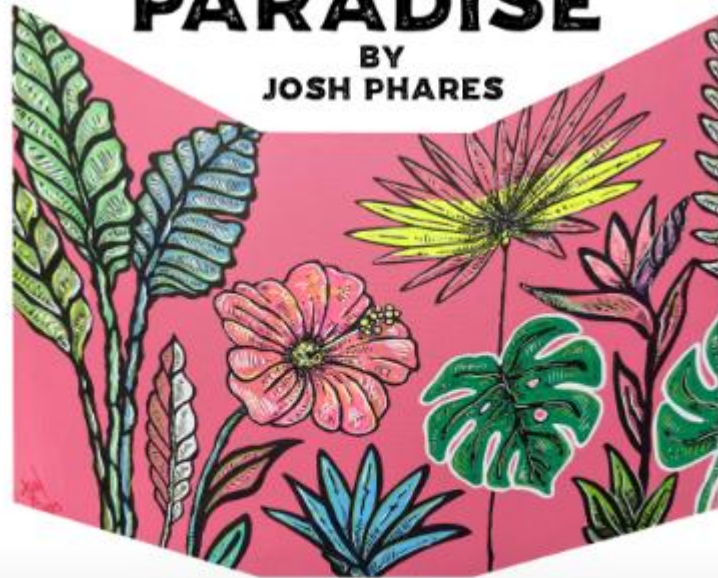


Josh Phares – Jacksonville Beach



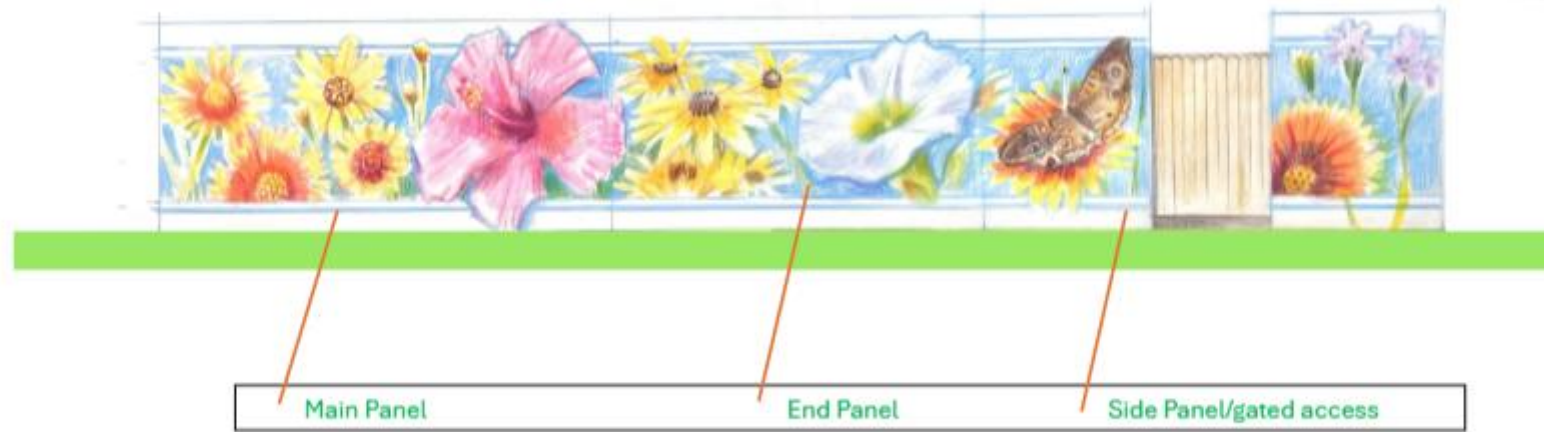
'TROPICAL PARADISE'

BY
JOSH PHARES



*SUBJECT MATTER IS OPEN FOR ALTERATIONS TO BEST
FIT ENCLOSURE

Russell Wilson – Jacksonville Beach



Beth Haizlip – Jacksonville Beach



Natalie Pearson – Neptune Beach





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Taylor Mobbs, CRA Coordinator
DATE:	April 6, 2026
SUBJECT:	Appointment of Council Member to Serve on the Review Committee for the Public-Private Partnership Project, RFP No. 01-2526

BACKGROUND

As part of the Public-Private Partnership project evaluation process, a selection committee will be formed to evaluate proposals and make a recommendation to the Council based on the criteria outlined in the solicitation.

Council has expressed interest in appointing one of its members to serve on the selection committee. The appointed member will serve on the selection committee and participate in the proposal evaluation process and work alongside other designated committee members to review submissions and make a recommendation in accordance with all procurement procedures.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Appoint Councilor _____ to serve as the City Council's representative on the Review Committee for the Public-Private Partnership Project, RFP No. 01-2526

ATTACHMENTS



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director, Beaches Energy
DATE:	April 6, 2026
SUBJECT:	Bid No. 2526-04 Flame Retardant Clothing for Beaches Energy Services

BACKGROUND

In order to conduct their day-to-day work safely, the employees in Beaches Energy Services' Construction & Maintenance, Substation/Relay, and Meter Reading divisions are required to wear specifically rated flame retardant clothing while maintaining the overhead and underground electric system, substations, and electric metering system.

The intent of this bid document is to procure Flame Retardant Clothing for the City of Jacksonville Beach, Florida d/b/a/ Beaches Energy Services, for a period of one year, with an option to extend the purchase order for two additional one-year terms, for a maximum contract term of three years, if mutually agreeable to both parties under the same terms and conditions, requirement, and provisions of the original bid, including any amendments and revisions thereto, unless otherwise modified by mutual agreement of the City of Jacksonville Beach and Contractor.

PERFECT FIT APPAREL					
	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	FR Force® Original Fit Lightweight Long Sleeve Button Front Shirt with Logo-Steel Blue	150	Each	\$102.00	\$15,300.00
1.1	FR Force® Original Fit Lightweight Long Sleeve Button Front Shirt (Oversize) with Logo-Steel Blue	50	Each	\$107.00	\$5,350.00
2	Comfort Flex Jean	150	Each	\$79.00	\$11,850.00
2.1	Comfort Flex Jean (Oversize)	50	Each	\$84.00	\$4,200.00
3	Cotton Denim	20	Each	\$55.00	\$1,100.00
3.1	Cotton Denim (Oversize)	20	Each	\$65.00	\$1,300.00
4	Cargo Pant	35	Each	\$52.00	\$1,820.00
4.1	Cargo Pant (Oversize)	15	Each	\$64.00	\$960.00
5	Navy Fleece Zip Front FR Sweatshirt with logo	50	Each	\$164.00	\$8,200.00



5.1	Navy Fleece Zip Front FR Sweatshirt (Oversize) with logo	15	Each	\$180.00	\$2,700.00
6	Duck Quilt-Lined Active Jacket - Black with Logo	35	Each	\$212.00	\$7,420.00
6.1	Duck Quilt-Lined Active Jacket - Black (Oversize) with Logo	15	Each	\$227.00	\$3,405.00
7	One Time Set-Up Fee	-	LS	\$ -	\$ -
7.1	Embroidered Logo FR Thread Items 1 and 1.1	200	Each	\$2.50	\$500.00
7.1	Embroidered Logo FR Thread Items 6 and 6.1	50	Each	\$2.50	\$125.00
7.1	Embroidered Logo FR Thread Items 5 and 5.1	50	Each	\$2.50	\$125.00
8	Flame Resistant Insulated Vests	50	Each	\$150.00	\$7,500.00
				TOTAL	\$71,855.00

FINANCIAL IMPACT

The purchase of flame retardant clothing is included annually in the operating budget of Beaches Energy Services.

REQUESTED ACTION

1. Award/Reject Bid No. 2526-04 to Perfect Fit Image Apparel for the purchase of flame retardant clothing for Beaches Energy Services; and
2. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award; and
3. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

ATTACHMENTS

1. Bid 2526-04 Response Summary
2. Bid 2526-04 Bid Tabulation Sheet
3. Bid 2526-04 Notice of Intent to Submit Bid for Approval and Award by City Council

**Beaches Energy Services
 Response Summary
 Bid No. 2526-04 Flame Retardant Clothing**

Form

Vendor	1	2	3	4	5	6	7	8	9	Local Buss.		Notes
										Tax Receipt	W-9	
Perfect Fit Image Apparel	x	x	x	x	x	x	x	x	x	x	x	Mfg. part number comments for items 5.1, 6, 6.1
GMES, LLC dba Wayne Enterprises	x	x	x	x	x	x	x	x	x	a	x	

a - Did not include Local Buss. Tax Receipt

Beaches Energy Services

Bid Tabuation Sheet

Bid No. 2526-04 Flame Retardant Clothing

	Description	Quantity	Unit	Perfect Fit Image Apparel		GMES, LLC dba Wayne Enterprises	
				Unit Price	Extended	Unit Price	Extended
1	FR Force® Original Fit Lightweight Long Sleeve Button Front Shirt with logo – Steel Blue	150	Each	\$ 102.00	\$ 15,300.00	\$ 108.15	\$ 16,222.50
1.1	FR Force® Original Fit Lightweight Long Sleeve Button Front Shirt (Oversize) with logo – Steel Blue	50	Each	\$ 107.00	\$ 5,350.00	\$ 115.20	\$ 5,760.00
2	Comfort Flex Jean	150	Each	\$ 79.00	\$ 11,850.00	\$ 79.15	\$ 11,872.50
2.1	Comfort Flex Jean (Oversize)	50	Each	\$ 84.00	\$ 4,200.00	\$ 86.10	\$ 4,305.00
3	Cotton Denim	20	Each	\$ 55.00	\$ 1,100.00	\$ 59.20	\$ 1,184.00
3.1	Cotton Denim (Oversize)	20	Each	\$ 65.00	\$ 1,300.00	\$ 64.70	\$ 1,294.00
4	Cargo Pant	35	Each	\$ 52.00	\$ 1,820.00	\$ 61.05	\$ 2,136.75
4.1	Cargo Pant (Oversize)	15	Each	\$ 64.00	\$ 960.00	\$ 67.95	\$ 1,019.25
5	Navy Fleece Zip Front FR Sweatshirt with logo	50	Each	\$ 164.00	\$ 8,200.00	\$ 170.00	\$ 8,500.00
5.1	Navy Fleece Zip Front FR Sweatshirt (Oversize) with logo	15	Each	\$ 180.00	\$ 2,700.00	\$ 179.00	\$ 2,685.00
6	Duck Quilt-Lined Active Jacket - Black with logo	35	Each	\$ 212.00	\$ 7,420.00	\$ 224.50	\$ 7,857.50
6.1	Duck Quilt-Lined Active Jacket – Black (Oversize) with logo	15	Each	\$ 227.00	\$ 3,405.00	\$ 245.25	\$ 3,678.75
7	One time Set-up Fee		LS	\$ -	\$ -	\$ -	\$ -
7.1	Embroidered Logo FR Thread Items 1 and 1.1	200	Each	\$ 2.50	\$ 500.00	\$ -	\$ -
7.1	Embroidered Logo FR Thread Items 6 and 6.1	50	Each	\$ 2.50	\$ 125.00	\$ -	\$ -
7.1	Embroidered Logo FR Thread Items 5 and 5.1	50	Each	\$ 2.50	\$ 125.00	\$ -	\$ -
8	Flame Resistant Insulated Vests	50	Each	\$ 150.00	\$ 7,500.00	\$ 150.15	\$ 7,507.50
				Total	\$ 71,855.00	Total	\$ 74,022.75

Notes

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO SUBMIT BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: January 30, 2026
 From: Luis F. Flores, Property and Procurement Officer
 RE: **Bid No. 2526-04 Flame Retardant Clothing**

City of
 Jacksonville Beach
 Property and
 Procurement Division
 1460A Shetter Avenue
 Jacksonville Beach
 FL 32250
 Phone: 904.247.6229

Email: purchasing@jaxbchfl.net

www.jacksonvillebeach.org

Description	Quantity	Unit	Perfect Fit Image Apparel		Wayne Enterprises	
			Unit Price	Extended	Unit Price	Extended
1 FR Force® Original Fit Lightweight Long Sleeve Button Front Shirt with logo – Steel Blue	150	Each	\$ 102.00	\$15,300.00	\$ 108.15	\$ 16,222.50
1.1 FR Force® Original Fit Lightweight Long Sleeve Button Front Shirt (Oversize) with logo – Steel Blue	50	Each	\$ 107.00	\$ 5,350.00	\$ 115.20	\$ 5,760.00
2 Comfort Flex Jean	150	Each	\$ 79.00	\$11,850.00	\$ 79.15	\$ 11,872.50
2.1 Comfort Flex Jean (Oversize)	50	Each	\$ 84.00	\$ 4,200.00	\$ 86.10	\$ 4,305.00
3 Cotton Denim	20	Each	\$ 55.00	\$ 1,100.00	\$ 59.20	\$ 1,184.00
3.1 Cotton Denim (Oversize)	20	Each	\$ 65.00	\$ 1,300.00	\$ 64.70	\$ 1,294.00
4 Cargo Pant	35	Each	\$ 52.00	\$ 1,820.00	\$ 61.05	\$ 2,136.75
4.1 Cargo Pant (Oversize)	15	Each	\$ 64.00	\$ 960.00	\$ 67.95	\$ 1,019.25
5 Navy Fleece Zip Front FR Sweatshirt with logo	50	Each	\$ 164.00	\$ 8,200.00	\$ 170.00	\$ 8,500.00
5.1 Navy Fleece Zip Front FR Sweatshirt (Oversize) with logo	15	Each	\$ 180.00	\$ 2,700.00	\$ 179.00	\$ 2,685.00
6 Duck Quilt-Lined Active Jacket - Black with logo	35	Each	\$ 212.00	\$ 7,420.00	\$ 224.50	\$ 7,857.50
6.1 Duck Quilt-Lined Active Jacket – Black (Oversize) with logo	15	Each	\$ 227.00	\$ 3,405.00	\$ 245.25	\$ 3,678.75
7 One time Set-up Fee		LS	\$ -	\$ -	\$ -	\$ -
7.1 Embroidered Logo FR Thread Items 1 and 1.1	200	Each	\$ 2.50	\$ 500.00	\$ -	\$ -
7.1 Embroidered Logo FR Thread Items 6 and 6.1	50	Each	\$ 2.50	\$ 125.00	\$ -	\$ -
7.1 Embroidered Logo FR Thread Items 5 and 5.1	50	Each	\$ 2.50	\$ 125.00	\$ -	\$ -
8 Flame Resistant Insulated Vests	50	Each	\$ 150.00	\$ 7,500.00	\$ 150.15	\$ 7,507.50
			Total	\$71,855.00	Total	\$ 74,022.75

Recommendation will be presented to the City Manager for intent to award of Bid No. 2526-04 Flame Retardant Clothing to **Perfect Fit Image Apparel**.

In accordance with the procedures set forth in Chapter 13 of the City of Jacksonville Beach Procurement Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Award from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each bidder for their submittal.

Luis F. Flores

Luis F. Flores, Property & Procurement Officer
 1460A Shetter Avenue, Jacksonville Beach, FL 32250





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	April 6, 2026
SUBJECT:	Resolution No. 2208-2026 Rates, Charges, and Fees for the Ocean Rescue Junior Lifeguard Program

BACKGROUND

The mission of the Jacksonville Beach Junior Lifeguard Program is to educate children on beach and ocean safety, physical conditioning, basic first-aid, and environmental awareness while being comfortable and having fun within the beach and ocean setting.

The program consists of six individual camp sessions, each one week long, from 9 a.m. to 3 p.m. Monday through Friday. Camp sessions are offered during the Duval County School summer break in June and July. Enrollment is limited to a maximum of 24 campers per session.

The program was established in 2023 at a cost of \$200 per applicant, per session. Staff are seeking to increase the cost to \$300 per applicant, per session. The increase is comparable to similar camp sessions offered within our region, and is necessary to reflect the increase in operational costs.

FINANCIAL IMPACT

Approximately \$36,000 gross revenue based on 20 campers enrolled in each of the six sessions. Revenues are used to offset the cost of providing this program.

REQUESTED ACTION

Adopt/Deny Resolution No. 2208-2026 establishing rates, charges, and fees for the Ocean Rescue Junior Lifeguard Program

ATTACHMENTS

1. Resolution 2208-2026 Junior Lifeguard Camp Rates
2. Junior Lifeguard Policy

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2208-2026

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE OCEAN RESCUE JUNIOR LIFEGUARD PROGRAM; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) Ocean Rescue Division provides a Junior Lifeguard Program to educate children on beach and ocean safety, physical conditioning, basic first-aid, and environmental awareness; and

WHEREAS, the City desires to establish rates, fees, and charges that are consistent with the orderly operation, oversight, and instruction provided during the Program.

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. Establishment of Rates, Charges, and Fees. There is hereby established a schedule of rates, charges, and fees for the City of Jacksonville Beach Ocean Rescue Junior Lifeguard Program of **\$300 per individual, per session**.

SECTION 3. Establishment of Camp Sessions. There is hereby established a schedule of camp sessions for the Junior Lifeguard Program consisting of approximately six individual camp sessions, each one week long, from 9:00 a.m. to 3:00 p.m. Monday through Friday, during the Duval County School summer break in June and July.

SECTION 4. Administration of Operational Policies and Procedures. The City Manager shall establish operational policies and procedures for the Junior Lifeguard Program.

SECTION 5. 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 6. 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 7. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney

Ocean Rescue Junior Lifeguard Camps – Program Policies

PURPOSE

The purpose of the Junior Lifeguard Camps provided by Jacksonville Beach Ocean Rescue, is to introduce youth to ocean swimming, lifesaving techniques and beach ecology.

The program promotes team work, discipline, commitment, sportsmanship, and respect for the environment and other team members. Junior Lifeguards may participate in daily swimming, running, paddling and surfing drills. Additionally, they will receive instruction, participate in hands-on lifesaving training, and be exposed to a variety of beach related subjects including surf hazards, marine science, environmental hazards, marine life and beach conservation.

CAMP SESSIONS

Camp sessions may be offered during the Duval County Schools summer break in June and July. Each session should be approximately one week long from Monday through Friday from 9:00 A.M. to 3:00 P.M.

ENROLLMENT

Ideal enrollment is 20 campers per session with a flex of an additional four, at the approval of the Camp Director, Junior Lifeguard Camp Officer, or the Division Training Officer. The flex is available in the event family members may be separated.

STAFFING

The Ocean Rescue Division will staff the Junior Lifeguard Camps with one Ocean Rescue Officer, two Ocean Rescue Lifeguard/EMTs, one Ocean Rescue Lifeguard, and one Ocean Rescue Administrative Support Staff, ideally creating a ratio of 6 Campers to 1 Counselor.

CITY MANAGER AUTHORITY

The City Manager has the authority to amend the Junior Lifeguard Camp policies and may adjust program offerings based on, but not limited to, available staff or budget constraints.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	April 6, 2026
SUBJECT:	Resolution No. 2211-2026 Amending the Operating Budget for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026

BACKGROUND

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

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

Funding	Amount	Description
Natural Gas	\$820,201	Higher than anticipated natural gas costs through February, and as projected for the remainder of the fiscal year

FINANCIAL IMPACT

Monies are available to fund all requested expenditures.

REQUESTED ACTION

Adopt Resolution No. 2211-2026 amending the Operating Budget of the City of Jacksonville Beach, Florida for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026

ATTACHMENTS

1. Resolution 2211-2026 mid-year budget adjustment 040326

AGENDA ITEM:	B.
MEETING DATE:	April 6, 2026

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2211-2026

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FL
AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2025 and ending September 30, 2026 be amended as follows:

General Fund – 001

General Fund Revenues :

item#

Revenue - grant proceeds	a.	\$258,048	001-00-0000-331-00-331002
--------------------------	----	-----------	---------------------------

- a. To record the portion of the DOJ Community Oriented Policing Services Hiring Program Grant for year 2 of 3. Council Approved 10/21/24.

General Fund Expenditures :

City Council

Operating - Other Current Charges	a.	\$2,500	001-01-0101-511-49-549000
-----------------------------------	----	---------	---------------------------

- a. To adjust budget for one-time contribution to the Fletcher High School Band. Council Approved 2/2/26.

Parks & Recreation

Capital Outlay - Vehicles	a.	-\$25,000	001-06-0602-575-64-564001
Capital Outlay - Improvements	b.	\$100,000	001-06-0604-572-63-563000

- a. To adjust budget for FY2025 Ocean Rescue Vehicle pre-order that was funded in FY2026 Capital Improvement Plan. Council Approved 9/18/25.
- b. To correct funding source for Warren Smith Cemetery fencing project approved in FY2026 Budget. Should be General Fund Cemetery Reserves, not General Capital Projects Fund.

Police

Personal services - Wages a. \$258,048 001-09-0904-521-12-512000

- a. To record the portion of the DOJ Community Oriented Policing Services Hiring Program Grant for year 2 of 3. Council Approved 10/21/24.

Downtown Redevelopment - 181

Expenses:

Capital Outlay - Improvements a. -\$1,100,000 181-16-1601-538-63-563003

- a. To adjust budget for Bid 2425-08 award for Dune Walkover Replacement Project funded in FY2025 that was budgeted FY2026 Capital Improvement Plan. Council Approved 9/15/25.

Southend Redevelopment Fund - 182

Expenses:

Capital Outlay - Improvements a. \$100,000 182-16-1602-538-63-563000

- a. To adjust budget for Sunshine Park Parking Lot Repairs. Approved by CRA 2/22/25 Res. No. 2026-04.

JAG Grant - 186

Revenues:

Revenue - Grants a. \$42,580 186-00-0000-331-00-331001

Expenses:

Cap Outlay - Mach & Equip a. \$42,580 186-09-0904-521-64-564000

- a. To adjust grant proceeds and equipment purchase budgets for FY2026 JAG grant C-JG225 award for Technology Advancement.

General Capital Projects Fund - 315

Revenues:

Revenue - Grants a. \$1,095,861 315-00-0000-337-00-337000

- a. To appropriate budget for improvements and repairs to the Jacksonville Beach Lifesaving Station. Council Approved 9/15/25.

Expenses:

Cap Outlay - Improvements	a.	\$1,350,899	315-00-0000-541-63-563000
Cap Outlay - Improvements	b.	-\$3,155,408	315-00-0000-519-62-562001
Cap Outlay - Impr Other Phys	c.	-\$1,650,000	315-00-0000-538-63-563001
Cap Outlay - Improvements	d.	-\$100,000	315-00-0000-572-63-563000
Cap Outlay - Lifesaving Strn	e.	\$1,095,861	315-00-0000-519-62-562100

- a. To adjust budget for Bid 2526-01 award for 10th Street South Infrastructure Improvements - Phase II. Council Approved 2/17/26.
- b. To adjust budget for the Meter Building Conversion project funded in FY2025, but included in FY2026 Capital Improvement Plan. Council Approved 8/4/25.
- c. To adjust budget for Bid 2425-08 award for Dune Walkover Replacement Project funded in FY2025, but included in FY2026 Capital Improvement Plan. Council Approved 9/15/25.
- d. To correct funding source for Warren Smith Cemetery fencing project approved in FY2026 Budget. Should be General Fund Cemetery Reserves, not General Capital Projects Fund.
- e. To adjust budget for Interlocal Agreement with the City of Jacksonville for Improvements and repairs to Jacksonville Beach Lifesaving Station. Council Approved 9/15/25.

Natural Gas Utility - 411

Expenses:

Operating - Energy supply costs	a.	\$820,201	411-12-1202-532-59-559004
---------------------------------	----	-----------	---------------------------

- a. To adjust the budget for the purchase of natural gas from our supplier due to higher than anticipated energy costs through February, and as projected for the remainder of the fiscal year.

Water & Sewer Fund - 420

Expenses:

Cap Outlay - Improvements	a.	\$4,749,694	420-07-0706-535-63-563000
Cap Outlay - Improvements	b.	\$4,333,079	420-07-0707-536-63-563000
Operating - Repairs & maint equipment	c.	\$74,456	420-07-0706-535-46-546002

- a. To adjust budget for Bid 2526-02 award for Golf Club Pond Connection and Irrigation Improvements. Approved by Council 2/2/26.
- b. To adjust budget for Bid 2526-01 award for 10th Street South Infrastructure Improvements - Phase II. Council Approved 2/17/26.
- c. To adjust budget for emergency purchase of Sequential Batch Reactor Mixer Shafts for the Water Reclamation Facility. Council Approved 9/15/25.

Stormwater Utility Fund - 423**Expenses:**

Cap Outlay- Improvements a. \$1,179,423 423-07-0712-536-63-563000

- a. To adjust budget for Bid 2526-01 award for 10th Street South Infrastructure Improvements - Phase II. Council Approved 2/17/26.

Golf Course Fund - 440**Expenses:**

Capital Outlay - Buildings a. \$47,290 440-14-1401-572-62-562000

- a. To adjust budget for structural steel repairs at Golf Course Cart Barn. Council Approved 1/20/26.

Insurance- Worker's Compensation - 552**Expenses:**

Operating - Workers Comp Premiums a. \$85,283 552-13-1303-591-45-545013

- a. To adjust budget for the cost of Worker's Compensation Insurance Premiums. Council Approved 8/18/25.

Equitable Sharing Trust - 631**Expenses:**

Operating Supplies a. \$129,516 631-09-0910-521-52-552000

- a. To adjust budget for purchase of 31 New Taser 7s. Council Approved 1/20/26.

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

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2025 and ending September 30, 2026, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

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

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2025 and ending September 30, 2026, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

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

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

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

AUTHENTICATED this ___ day of _____, 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David M. Migut, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Taylor Mobbs, CRA Coordinator
DATE:	April 6, 2026
SUBJECT:	Ordinance No. 2026-8233 Holding Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 of the City Code of Ordinances in Abeyance in their Entirety and Authorizing the Establishment of a Pilot Program to Allow Activation and Events on the Boardwalk from Beach Boulevard to 6th Avenue North

BACKGROUND

At the February 9 Council briefing, City Council reviewed and provided direction on the proposed boardwalk activation pilot program. Based on that discussion and the feedback received, staff has attached the proposed ordinance which holds Ordinance No. 4512 and Sections 7-1 and 7-2 of the City Code of Ordinances in abeyance in their entirety and authorizes the establishment of a pilot program to allow activation and events on the boardwalk from Beach Boulevard to 6th Avenue North. This Ordinance will effectively put Ordinance No. 4512 and Sections 7-1 and 7-2 of the City Code of Ordinances on hold while the two-year pilot program is in place. Because the Ordinance will require two readings, the resolution adopting the boardwalk activation pilot program will be considered at the same time as the second reading of the Ordinance on April 20, 2026.

FINANCIAL IMPACT

No known immediate financial impact.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8233 on the first reading holding Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 of the City Code of Ordinances in abeyance in their entirety and authorizing the establishment of a pilot program to allow activation and events on the boardwalk from Beach Boulevard to 6th Avenue North, and schedule a second reading for April 20, 2026

ATTACHMENTS

1. Ordinance No. 4512
2. Sec. 7-1 and 7-2 City Code of Ordinances
3. Ordinance No. 2026-8233

*copy mailed
6/30/66
McClark
1200 Barnett Bank Bldg
Jop 3, Fla*

Introduced :
1st Reading: 1-7-46 + 3-5-46
2nd Reading: 4-1-46
3rd Reading: 4-1-46

(Amended)

ORDINANCE NO. 4512

AN ORDINANCE DESIGNATING AND ESTABLISHING A BUILDING LINE ALONG THE EASTERN FRONTAGE OF PROPERTY ABUTTING THE CONCRETE BULKHEAD ALONG THE SHORE OF THE ATLANTIC OCEAN IN THE CITY OF JACKSONVILLE BEACH, AND PROHIBITING THE CONSTRUCTION, ERECTION, PARKING, OR PLACING OF BUILDINGS, STRUCTURES, VEHICLES, OR APPARATUS, OR THE OPERATION OR CONDUCT OF ANY BUSINESS ACTIVITY OR CONCESSION, IN THE AREA LYING EASTERLY OF SUCH BUILDING LINE.

BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH:

SECTION 1. That for the purpose of regulating the construction and erection of buildings or structures of any kind, and the operation and conduct of business activity or concession of every nature and kind upon property abutting the concrete bulkhead or seawall located along the shore line of the Atlantic Ocean in the City of Jacksonville Beach, Florida, between the easterly projection of the center line of Twentieth Avenue, North (20th Ave. North, formerly known as Dixie Avenue), the same being the north boundary line of said City of Jacksonville Beach, and the easterly projection of the South line of Section 10, Township 3 South, Range 29 East, the same being the south boundary line of said City of Jacksonville Beach, a building line is hereby designated and established which shall be Westerly of the Eastern extremity of said bulkhead line, and run parallel thereto at the respective distance hereinafter set forth, to-wit:

(a) Between the easterly projections of the center line of Twentieth Avenue, North (formerly known as Dixie Avenue) and the South line of Sixth Avenue, North (formerly known as Hernando Avenue) a distance of 25 feet (twenty-five feet) and

(b) Between the easterly projections of the south line of Sixth Avenue, North (formerly known as Hernando Avenue) and the North line of Third Avenue, South (formerly known as Griner Avenue) a distance of thirty-five (35) feet, and

(c) Between the easterly projections of the North line of Third Avenue, South (formerly known as Griner Avenue) and the South Line of Section 10, Township 3 South, Range 29 East, a distance of twenty-five (25) feet, which said respective distances fixed above shall be maintained at a uniform length at any given point by measurement at right angles between said building line and the Eastern extremity of said bulkhead or seawall as the same now, or hereafter may exist.

SECTION 2. That hereafter it shall be unlawful for any building, structure, vehicle, or apparatus of any kind or nature to be constructed, built, erected, parked, or placed in or upon, or to operate or conduct a business activity or concession of any kind or nature within, the area lying Easterly of the building line designated and established in Section 1 of this Ordinance and any building, structure, vehicle, or apparatus so constructed, erected, parked, or placed within said prohibited area is hereby declared to constitute a nuisance, provided, however, that open air pavilions with floor space dimensions not larger than 10 feet by 12 feet may be permitted to be erected in said prohibited area lying between the boundary described in sub-paragraphs a and c of Section 1 hereof, upon the express condition that such permission may be revoked at any time by resolution by the City Council and that whenever the City Council shall adopt such resolution and give to the owner or the party in possession of the land upon which such pavilion is situated, or either thereof, 15 days written notice thereof, any such open air pavilion as may have been erected shall, at the expiration of said 15 days notice be immediately torn down, demolished or removed from within said prohibited area without cost, expense or liability for damages of any kind or nature to or against said city; and provided further that nothing herein shall prevent the continued operation during the fiscal year beginning April 1, 1946, and ending March 31, 1947, of any popcorn, peanut or similar portable stand within the 11 feet immediately east of and adjacent to the building line referred to in sub-paragraph b of Section 1 of this Ordinance which was previously licensed to operate during the fiscal year from April 1, 1945, to March 31, 1946, upon payment to the city of such occupational or other taxes as may be assessed, and provided

further that no such operation or concession of any kind shall be allowed or continued within said 11-foot area after March 31, 1947.

SECTION 3. That any person convicted of violating any of the provisions hereof may be punished by fine not exceeding \$100.00 or by imprisonment for not more than 30 days or by both such fine and imprisonment.

SECTION 4. That all laws or parts of laws (including but not limited to Ordinance Number F-510 and 1026) in conflict herewith be, and the same are hereby repealed.

SECTION 5. This ordinance shall take effect thirty (30) days after its passage and publication as required by law.

AUTHENTICATED this 2nd day of April, A.D. 1946.

W. P. ...
MAYOR

W. S. ...
CITY CLERK

Sec. 7-1. - Building lines near bulkheads—Established.

For the purpose of regulating the construction and erection of buildings or structures of any kind, and the operation and conduct of business activity or concession of every nature and kind upon property abutting the concrete bulkhead or seawall located along the shoreline of the Atlantic Ocean in the city between the easterly projection of the centerline of Twentieth Avenue North (20th Avenue North, formerly known as Dixie Avenue), the same being the north boundary line of said city and the easterly projection of the south line of Section 10, Township 3 South, Range 29 East, the same being the south boundary of the city, a building line is hereby designated and established which shall be westerly of the eastern extremity of the bulkhead line, and run parallel thereto at the respective distance hereinafter set forth:

- (1) Between the easterly projections of the centerline of Twentieth Avenue North (formerly known as Dixie Avenue) and the south line of Sixth Avenue North (formerly known as Hernando Avenue) a distance of twenty-five (25) feet; and
- (2) Between the easterly projections of the south line of Sixth Avenue North (formerly known as Hernando Avenue) and the north line of Third Avenue South (formerly known as Griner Avenue) a distance of thirty-five (35) feet; and
- (3) Between the easterly projection of the north line of Third Avenue South (formerly known as Griner Avenue) and the south line of Twenty-Fifth Avenue South, a distance of twenty-five (25) feet; and
- (4) Between the easterly projection of the south line of Twenty-Fifth Avenue South and the south line of Section 10, Township 3, South, Range 29 East, a distance of fifty (50) feet,

which respective distances fixed above shall be maintained at a uniform length at any given point by measurement at right angles between the building line and the eastern extremity of the bulkhead or seawall as the same now or hereafter may exist.

(Code 1955, § 7-8; Ord. No. 7161, § 1, 5-17-82)

Cross reference— Bulkhead construction, § 6-19 et seq.

Sec. 7-2. - Same—Erection of buildings unlawful.

It shall be unlawful for any building, structure, vehicle, or apparatus of any kind or nature to be constructed, built, erected, parked, or placed in or upon, or to operate or conduct a business activity or concession of any kind or nature within, the area lying easterly of the building line designated and established in section 7-1 and any building, structure, vehicle, or apparatus so constructed, erected, parked or placed within the prohibited area is hereby declared to constitute a nuisance, provided, however, that open air pavilions with floor space dimensions not larger than ten (10) feet by twelve (12) feet may be permitted to be erected in the prohibited area lying between the boundary described in section 7-1, upon

the express condition that such permission may be revoked at any time by resolution by the city council and that whenever the city council shall adopt such resolution and give to the owner or the party in possession of the land upon which such pavilion is situated, or either thereof, fifteen (15) days' written notice thereof, any such open air pavilion as may have been erected shall, at the expiration of the fifteen (15) days' notice, be immediately torn down, demolished, or removed from within the prohibited area without cost, expense or liability for damages of any kind or nature to or against the city.

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

ORDINANCE NO. 2026-8233

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, HOLDING ORDINANCE NO. 4512 (1946) AND SECTIONS 7-1 AND 7-2 OF THE CITY CODE OF ORDINANCES IN ABEYANCE IN THEIR ENTIRETY; AUTHORIZING THE ESTABLISHMENT OF A PILOT PROGRAM TO ALLOW ACTIVATION AND EVENTS ON THE BOARDWALK FROM BEACH BOULEVARD TO 6TH AVENUE NORTH; PROVIDING FOR DURATION AND EXPIRATION; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS the City of Jacksonville Beach ("City") seeks to enhance the vibrancy and economic activity of the Jacksonville Beach Boardwalk by permitting activation and events within a structured framework; and

WHEREAS, maintaining emergency access and public safety is a priority for any activation or event occurring on the boardwalk; and

WHEREAS, the City Council desires to implement a two-year pilot program to assess the feasibility and impact of such activities before considering permanent adoption; and

WHEREAS, Ordinance No. 4512, adopted in 1946, and the similarly worded Sections 7-1 and 7-2 of the City Code of Ordinances are outdated and no longer align with the current needs and vision for the boardwalk area; and

WHEREAS, the City Council finds it necessary to hold Ordinance No. 4512 and Sections 7-1 and 7-2 of the City Code of Ordinances in abeyance in their entirety and establish a pilot program to allow for a structured, modern approach to boardwalk activations and events; and

WHEREAS, if this pilot program is discontinued or expires, all uses and regulations governing the boardwalk shall automatically revert to those set forth in Ordinance No. 4512 and Sections 7-1 and 7-2 of the City Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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. ABEYANCE OF ORDINANCE NO. 4512 AND OTHER CONFLICTING ORDINANCES. Ordinance No. 4512 is hereby held in abeyance in its entirety. Furthermore, all ordinances and resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof including but not limited to Sections 7-1 and 7-2 of the City Code of Ordinances, are held in abeyance to the extent inconsistent herewith.

SECTION 3. PILOT PROGRAM. A pilot program for the activation and use of the Jacksonville Beach Boardwalk (from Beach Boulevard to 6th Avenue North) for events, performances, markets, and other community activities is hereby authorized. The pilot program

shall be established by subsequent resolution of city council, and shall, at a minimum, ensure continued access for emergency vehicles and the general public.

SECTION 4. DURATION AND EXPIRATION. The resolution establishing the pilot program shall take effect immediately upon adoption and remain in effect for two (2) years from the effective date. Prior to the expiration of the pilot program, the City Council shall conduct a review based on feedback from event organizers, public safety officials, local businesses, and the public. The City Council may choose to extend, modify, or discontinue the program based on the evaluation.

SECTION 5. TERMINATION OF PILOT PROGRAM. If this pilot program is discontinued or expires, all uses and regulations governing the boardwalk shall automatically revert to those set forth in Ordinance No. 4512 and Sections 7-1 and 7-2 of the City Code of Ordinances.

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

AUTHENTICATED THIS _____ DAY OF _____, A.D., 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:	David Migut, City Attorney
DATE:	April 6, 2026
SUBJECT:	Ordinance No. 2026-8234 Establishing a Food Truck Rally Pilot Program in the Central Business District

BACKGROUND

The City Council discussed a “Food Truck Rally” pilot program at three separate briefings between 2025 and 2026. Based on direction from the City Council at the most recent briefing, the following ordinance is proposed for consideration.

A few highlights of the proposed ordinance are:

1. A Food Truck Rally event would be allowed only in the Central Business District, up to once per calendar quarter, with a proposed expiration date of January 1, 2029.
2. A Food Truck Rally permit would need to be obtained from Planning and Development.
3. A Food Truck Rally is subject to the Special Event Policy, with 3 exceptions listed on page 2 of the ordinance, in Section 12-34(d)(1). In summary, the 'no event on holidays or weekends adjacent to holidays', the 'no application less than 90 days prior to the event', and the 'no event at the same time and place as another applicant' all do not apply.
4. A Food Truck Rally is subject to the current food truck section of the code (12-33), except: Max 3 food trucks (instead of 1) allowed on lots containing 6,000 to 43,559 square feet; Max 6 food trucks (instead of 2) on lots bigger than 43,559 square feet; and the restriction on food trucks within 100 feet of an eating establishment does not apply to a Food Truck Rally.
5. A Food Truck Rally may take place at the same time as a Special Event, but not at the same time as a Festival.
6. No Local Business Tax Receipt is required for a Food Truck at a Rally.
7. The Fire Marshal Safety Inspection is still required.
8. The event organizer is responsible for all waste removal, and must provide tables and chairs for at least 20 patrons.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8234 on the first reading amending Chapter 12 Streets, Food and Food Products by creating Section 12-34 establishing a food truck rally pilot program in the Central Business District, and schedule a second reading for April 20, 2026

ATTACHMENTS

AGENDA ITEM:	B.
MEETING DATE:	April 6, 2026



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

- 1. Ordinance No. 2026-8234

AGENDA ITEM:	B.
MEETING DATE:	April 6, 2026

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

ORDINANCE NO. 2026-8234

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 12 - STREETS, FOOD AND FOOD PRODUCTS, BY CREATING SECTION 12-34 ESTABLISHING A FOOD TRUCK RALLY PILOT PROGRAM IN THE CENTRAL BUSINESS DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, 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 desires to understand the impact of integrating additional attractions that are family-centric to the City's Central Business District; and

WHEREAS, local business owners have requested to test a concept of a food truck event within the denser restaurant and entertainment area of the Central Business District, and see how it can have a positive impact on both businesses and families and other City residents and guests; and

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

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

SECTION 1. RECITALS. The above recitals are ratified, correct, and made part of this ordinance.

SECTION 2. CHAPTER 12, SECTION 12-34, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY CREATED TO READ AS FOLLOWS:

Sec. 12-34. – Food Truck Rally Pilot Program.

- (a) Purpose. The purpose of this section is to provide for a food truck rally pilot program, which will allow a food truck rally event up to once per calendar quarter in the Central Business District zoning district ("CBD"), and to more fully promote the public interest by contributing to a viable and attractive commercial and pedestrian environment. In recognition thereof, reasonable regulation of such an event is necessary to protect the public health, safety, and welfare.

- (b) Pilot Program Authorized. Subject to the conditions listed herein, a food truck rally pilot program is hereby authorized.
- (c) Permits required. A food truck rally permit is hereby created, and such shall be required to hold a food truck rally within City of Jacksonville Beach. A food truck rally is a single-day event that may occur no more than once per calendar quarter, and only in the CBD.
- (d) Permit application and requirements. Application for a food truck rally permit shall be made to the city's planning and development department via submittal of a Tent/Special Event Permit application. An application may be submitted as early as ninety (90) days before the first day of the calendar quarter during which the event will take place, and no later than forty-five (45) days prior to the event. Subject to the exceptions listed below, the application must comply with all requirements of the City's special event policy, and the food trucks must comply with all requirements of section 12-33 of this code.
- (1) Exceptions to the special event policy. The following requirements of the special event policy shall not apply to an application for a food truck rally permit:
- i. Section 1.02 which prohibits a special event on a city-recognized holiday, or on a weekend adjacent to a city-recognized holiday.
 - ii. Section 2.01 A. which requires a special event permit be received by the city no later than 90 days prior to the date of the event.
 - iii. Section 3. L. which allows rejection of an application that is for the same time and place as one submitted by a prior applicant.
- (2) Exceptions to section 12-33. The following requirements of section 12-33 of this code shall not apply to an application for a food truck rally permit:
- i. Section 12-33 (2) a. shall not apply. Instead, a permitted food truck rally shall be allowed only on an improved, ADA accessible lot having six thousand (6,000) square feet or more of area, and shall be limited to a maximum of three (3) mobile food vendors on lots containing six thousand (6,000) to forty-three thousand five hundred fifty-nine (43,559) square feet of area, and a maximum of six (6) mobile food vendors on lots containing forty-three thousand five hundred sixty (43,560) or more square feet of area.
 - ii. Section 12-33 (2)c. shall not apply.
- (3) Other permit conditions. In addition to the requirements of the special event policy, the following shall apply to operations under a food truck rally permit:
- i. A food truck rally may take place simultaneously with a Special Event, however, no food truck rally shall be permitted or occur on the same day as a Festival. For purposes of this section, Special Event and Festival shall have the definitions given to them in the special event policy.
 - ii. A local business tax receipt shall not be required for any food truck at a permitted food truck rally.

- iii. Any food truck at a permitted food truck rally must meet the definition of mobile food dispensing vehicle in section 12-33, must have an MFDV license from the Florida Department of Business and Professional Regulation, and must have any license required by the Florida Department of Health for operation of a food truck.
 - iv. Any food truck at a permitted food truck rally must have a City of Jacksonville Beach fire marshal safety inspection report showing the food truck is code compliant with NFPA 1-50. and NFPA 96.
 - v. No audio amplification is authorized for any food truck rally, or any individual food truck at a food truck rally.
 - vi. Permittee must provide tables and chairs for at least twenty (20) patrons. Tables, seating, and other furniture or fixtures may not be attached, chained, or in any other manner affixed to any public improvement. All tables, seating, and other removable furniture must be of a design, material, and specification suitable for outside dining.
 - vii. Nothing may be placed within five (5) feet of a fire hydrant, pedestrian crosswalk, or curb cut.
 - viii. All waste management requirements listed in section 12-33 that are applicable to mobile food vendors shall also apply to the permittee of a food truck rally. Additionally, the permittee shall provide at least two portable toilets on site, at least one of which must be ADA compliant. Portable toilets and all waste and trash must be removed within 24 hours of the conclusion of the food truck rally. Any fees incurred in complying with this section are the responsibility of the permittee.
 - ix. Food truck rally hours may only be permitted within the following windows of time: Fridays: 5:00PM until 10:00PM, Saturdays: 12:00PM until 10:00PM and Sundays: 12:00PM until 8:00PM.
- (e) Americans with disabilities access. Any person receiving a food truck rally permit hereunder agrees to fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- (f) Sale and distribution of alcoholic beverages. No alcohol is allowed to be sold or distributed, even if any operator or permittee holds an alcoholic beverage license from the State of Florida or the City of Jacksonville Beach.
- (g) Emergency closure. If a weather emergency or state of emergency has been issued for the City of Jacksonville Beach, the permittee shall close the food truck rally area and store all furniture used for the food truck rally area so that it is not a danger to the public. The city manager, chief of police, fire marshal, or building official may order the closure of the food truck rally area where a condition that threatens the safety of the public exists.
- (h) Indemnification. The permittee of a food truck rally agrees to, and does by its operation of a food truck rally, indemnify, defend, save, and hold harmless the city, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which

may arise out of the activity of the permittee or any food truck on the occupied premises. The permittee shall provide indemnification to the city in writing on a form provided by the city.

- (i) Insurance required. It shall be unlawful to operate a food truck rally unless the permittee furnishes in a form acceptable to the city evidence of commercial general liability insurance, naming the city as an additionally insured party and insuring the city against any liability resulting from the uses permitted pursuant to this section. The coverage shall not be less than two million dollars (\$2,000,000.00) per occurrence. It shall not be lawful to operate a food truck rally area at any time the insurance required by this section is not maintained and evidence of its continuance filed with the city.
- (j) Violations and penalties. Violation of any section of this section shall result in the revocation of the food truck rally permit. Violators may have their permit revoked by order of the city manager.
- (k) Expiration. This section shall expire on January 1, 2029, unless the City Council of the City of Jacksonville Beach amends this section by extending the expiration or repealing this section in its entirety.

SECTION 3. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. SEVERABILITY. It is the intention of the City Council that 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. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

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

Christine H. Hoffman, Mayor

Molly Allegor, 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, Planning and Development Director
DATE:	April 6, 2026
SUBJECT:	Ordinance No. 2026-8235 Amending Chapter 5 Animals

BACKGROUND

In 2021, City Council adopted Ordinance 2020-8155, amending Chapter 5 of the City Code of Ordinances to add a new Article IV, allowing the keeping of and creating regulations for backyard hens. Currently, backyard hens are permitted only at single-family uses in single-family zoning districts, pursuant to Section 5-83 of the Code of Ordinances. Since adoption of this ordinance, thirty (30) backyard hen permits have been issued. There have been no code cases related to permitted backyard hens.

City Council expressed an interest in allowing schools and nonprofit organizations to keep and care for backyard hens as part of their educational and community support programs. Staff has no concerns with this expansion of the backyard hen program, since there have not been issues since the adoption of the Hen Regulations in 2021.

Staff recommends that Section 5-83 of the Code of Ordinances be amended as follows:

Sec. 5-83. Permitted zoning locations.

(1) Hen(s) shall be permitted on parcels developed with a single-family dwelling located within the following zoning districts, which have a minimum lot size of 5,000 square feet:

- a. RS-1, Residential, single-family.
- b. RS-2, Residential, single-family.
- c. RS-3, Residential, single-family.

(2) Hens shall be permitted on parcels developed with a public or private school, including schools at religious organizations, and nonprofits with community gardens within the following zoning districts:

- a. RS-1, Residential, single-family.
- b. RS-2, Residential, single-family.
- c. RS-3, Residential, single-family.
- d. RM-1, Residential, multiple-family.
- e. RM-2, Residential, multiple-family.

(3) Under no circumstances shall hens be kept on property developed with multiple-family, two-family (duplex), or townhouse dwellings as defined in the City of Jacksonville Beach Land Development Code, nor may any hens be kept on any ~~nonresidential~~ commercial or industrial property or development.

(4) Coops and enclosed pens shall be located within the rear yard of a property only and shall be at least five feet from side and rear property lines. No coop or enclosed pen shall be located in front or side yards.



The attached Ordinance reflects these proposed changes.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8235 on the first reading amending Chapter 5 Animals of the City Code of Ordinances to allow backyard hens at public and private schools and nonprofit organizations in residential zoning districts, and schedule a second reading for April 20, 2026

ATTACHMENTS

1. Ordinance No. 2026-8235 Backyard Hens Program

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

ORDINANCE NO. 2026-8235

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 5 – ANIMALS, ARTICLE IV – HEN REGULATION, SECTION 5-83 – PERMITTED ZONING LOCATIONS, TO ALLOW BACKYARD HENS TO BE KEPT AT SCHOOLS AND NONPROFIT ORGANIZATIONS WITHIN SINGLE AND MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICTS; 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 Council requested amendments to Chapter 5 – Animals, Article IV – Hen Regulation, Section 5-82, Permitted Zoning Locations, to allow backyard hens to be kept at schools and nonprofit organizations; and

WHEREAS, municipal ordinances regulating the keeping, care, custody, and control of animals within the municipal limits are a valid exercise of the police powers delegated to a municipality; and

WHEREAS, municipalities may exercise their police power to regulate pet ownership so long as the ordinance is reasonable and the means employed are necessary to accomplish a legitimate governmental interest; and

WHEREAS, the keeping of backyard hens at education institutions and nonprofit organizations will not create additional nuisance or negative impact the health, safety and welfare of the community; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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. AMEND CITY CODE OF ORDINANCES CHAPTER 5 – ANIMALS, ARTICLE IV – HEN REGULATION, SECTION 5-83 - PERMITTED ZONING LOCATIONS AS FOLLOWS:

Sec. 5-83. Permitted zoning locations.

(1) Hen(s) shall be permitted on parcels developed with a single-family dwelling located within the following zoning districts, which have a minimum lot size of 5,000 square feet:

- a. RS-1, Residential, single-family.
- b. RS-2, Residential, single-family.
- c. RS-3, Residential, single-family.

(2) Hens shall be permitted on parcels developed with a public or private school, including schools at religious organizations, and nonprofits with community gardens within the following zoning districts:

- a. RS-1, Residential, single-family.
- b. RS-2, Residential, single-family.
- c. RS-3, Residential, single-family.
- d. RM-1, Residential, multiple-family.
- e. RM-2, Residential, multiple-family.

(3) Under no circumstances shall hens be kept on property developed with multiple-family, two-family (duplex), or townhouse dwellings as defined in the City of Jacksonville Beach Land Development Code, nor may any hens be kept on any ~~nonresidential~~ commercial or industrial property or development.

(4) Coops and enclosed pens shall be located within the rear yard of a property only and shall be at least five feet from side and rear property lines. No coop or enclosed pen shall be located in front or side yards.

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 _____, A.D., 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney