



# City of Jacksonville Beach

## Agenda

11 North Third Street  
Jacksonville Beach, Florida

## City Council

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Monday, April 20, 2026

6:00 PM

Council Chambers

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### 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**

### **APPROVAL OF THE AGENDA**

### **ANNOUNCEMENTS**

### **COURTESY OF THE FLOOR TO VISITORS**

### **CONSENT AGENDA**

- A. Accept the Monthly Financial Reports for the Month of March 2026
- B. Approve an Agreement between the Duval County Supervisor of Elections and the City of Jacksonville Beach for use of the Community Center and Exhibition Hall as an Early Voting Site
- C.
  - 1. Approve the Second One-year Extension of the Plumbing Services Agreement with Fair Plumbing, LLC; and
  - 2. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

### **MAYOR AND CITY COUNCIL**

- A. Wavemaker Presentation

### **CITY CLERK**

### **CITY MANAGER/NEW BUSINESS**

- A.
  - 1. Approve/ Disapprove the First Amendment to the Agreement with CentralSquare Technologies, LLC to set processing and service fees; and
  - 2. Authorize the City Manager to execute the payment gateway application with Elavon, Inc.

### **RESOLUTIONS**

- A. Adopt/Deny Resolution No. 2210-2026 revising service fees for credit card, charge card, and debit card payments and providing for an effective date
- B. Adopt/Deny Resolution No. 2207-2026 authorizing an addendum to the Gas Services Agreement, permitting Florida Gas Utility to act on the City's behalf in entering into a pre-paid natural gas transaction with Black Belt Energy

- C. Adopt/Deny Resolution No. 2212-2026 adopting the revised City of Neptune Beach Franchise Agreement and authorizing the Mayor and City Manager to countersign the Franchise Agreement upon adoption
- D. Adopt/Deny Resolution No. 2215-2026 establishing a boardwalk activation pilot program

### **ORDINANCES**

- A. 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 May 4, 2026
- B. Adopt/Deny Ordinance No. 2026-8233 on the second reading holding Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 City Code of Ordinance 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
- C. Adopt/Deny Ordinance No. 2026-8235 on second reading Amending Chapter 5 Animals of the City Code of Ordinances to allow back yard hens at public and private schools in residential zoning districts

### **ADJOURNMENT**

#### **NOTICE**

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

*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.*



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	April 20, 2026
SUBJECT:	Financial Reports for the Month of March 2025

**BACKGROUND**

Attached are the monthly financial reports for March 2026 as prepared by the Finance Department. These reports represent 6 months of activity, or 50% of the total annual budget, and are prepared on a cash basis.

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

**FINANCIAL IMPACT**

For informational purposes only.

**REQUESTED ACTION**

Accept the Monthly Financial Reports for the Month of March 2026

**ATTACHMENTS**

1. 2026-03 March Financials



**SUMMARY BUDGET REPORT**

March 31, 2026

50% of Year Elapsed

**Exhibit 1**

**General Fund Revenues**

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	17,271,712	83.1%	16,049,497	82.3%	0.9%	1,222,216
2 Licenses & Permits	477,787	51.2%	482,076	58.8%	-7.6%	(4,289)
3 Intergovernmental Revenue	2,727,425	51.7%	2,484,027	48.2%	3.6%	243,398
4 Charges for Services	212,200	25.8%	171,082	24.4%	1.4%	41,118
5 Enterprise Contributions	1,958,018	50.0%	1,908,546	50.0%	0.0%	49,472
6 Miscellaneous Revenue	510,159	91.8%	545,070	132.1%	-40.4%	(34,911)
7 Fines & Forfeitures	82,272	34.2%	64,699	29.7%	4.5%	17,574
8 Interfund Transfers	262,032	51.0%	253,179	49.3%	1.7%	8,853
<b>Total Revenues</b>	<b>\$23,501,605</b>	<b>71.1%</b>	<b>\$21,958,175</b>	<b>70.5%</b>	<b>0.6%</b>	<b>\$1,543,430</b>

**Current Year vs. Prior Year**



**Discussion**

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

- 1 Taxes revenue is higher than the prior year due largely to the rise in property values and the timing of distributions from the Tax Collector.
- 2 Permit revenues are down because of a decrease in construction activity compared to the same time in the prior year.
- 3 The increase in Intergovernmental revenues is largely attributable to the timing of the COJ 911 reimbursement.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



**SUMMARY BUDGET REPORT**

March 31, 2026

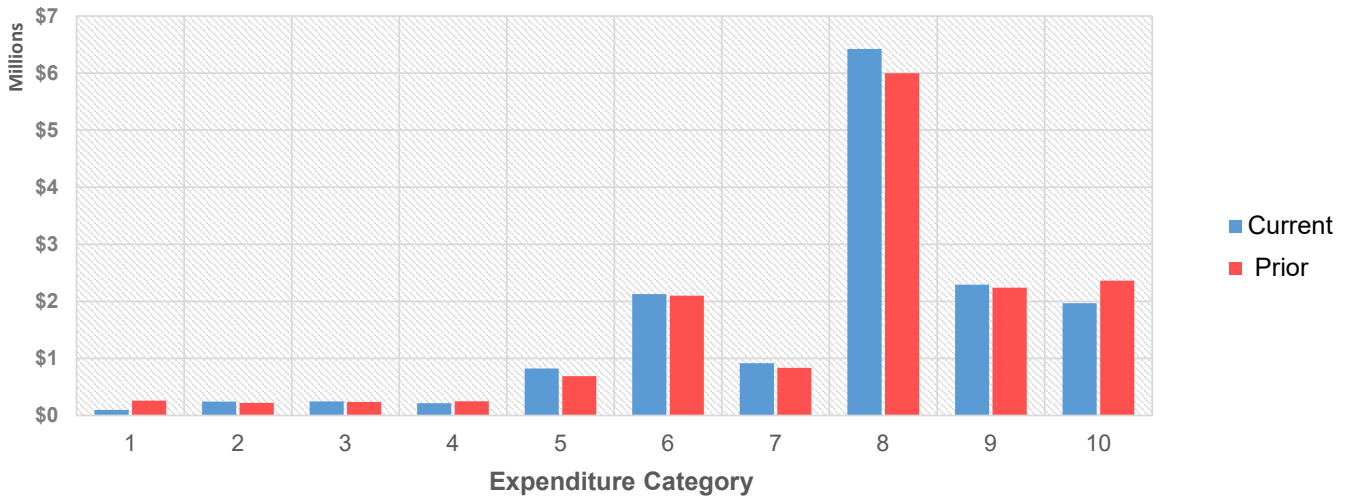
50% of Year Elapsed

**Exhibit 2**

**General Fund Expenditures**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	99,451	47.9%	261,863	128.1%	-80.2%	(162,412)
2 City Attorney	244,283	36.1%	223,059	35.2%	0.9%	21,224
3 City Clerk	246,044	39.0%	239,714	41.3%	-2.2%	6,330
4 Building Maintenance	216,838	38.7%	250,586	46.9%	-8.2%	(33,748)
5 Planning and Development	825,463	44.8%	689,465	41.4%	3.4%	135,997
6 Parks and Recreation	2,128,460	41.8%	2,099,061	45.5%	-3.7%	29,399
7 Public Works	917,208	40.8%	835,384	40.2%	0.7%	81,825
8 Police	6,421,573	46.9%	5,995,780	49.5%	-2.7%	425,793
9 Fire Services	2,293,164	57.5%	2,238,813	56.8%	0.6%	54,350
10 Non-Departmental	1,966,946	45.3%	2,364,357	46.5%	-1.3%	(397,412)
<b>Total Expenditures</b>	<b>15,359,428</b>	<b>46.1%</b>	<b>15,198,082</b>	<b>48.3%</b>	<b>-2.2%</b>	<b>\$161,346</b>

**Current Year vs. Prior Year**



**Discussion**

Total General Fund Expenditures are behind current year estimates and prior year expenditures on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

- 1 The decrease in City Administration expenditures reflects Council Chambers improvements made in the prior year.
- 3 The decrease in Building Maintenance expenditures reflect the timing of HVAC repairs in the prior year.
- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2026 is the 7th of 10 annual payments to satisfy this obligation.
- 10 The decrease in non-departmental expenditures reflects the decrease in planned transfers to be used to pay for planned major capital improvements, replacements, or equipment purchases.



**SUMMARY BUDGET REPORT**

March 31, 2026

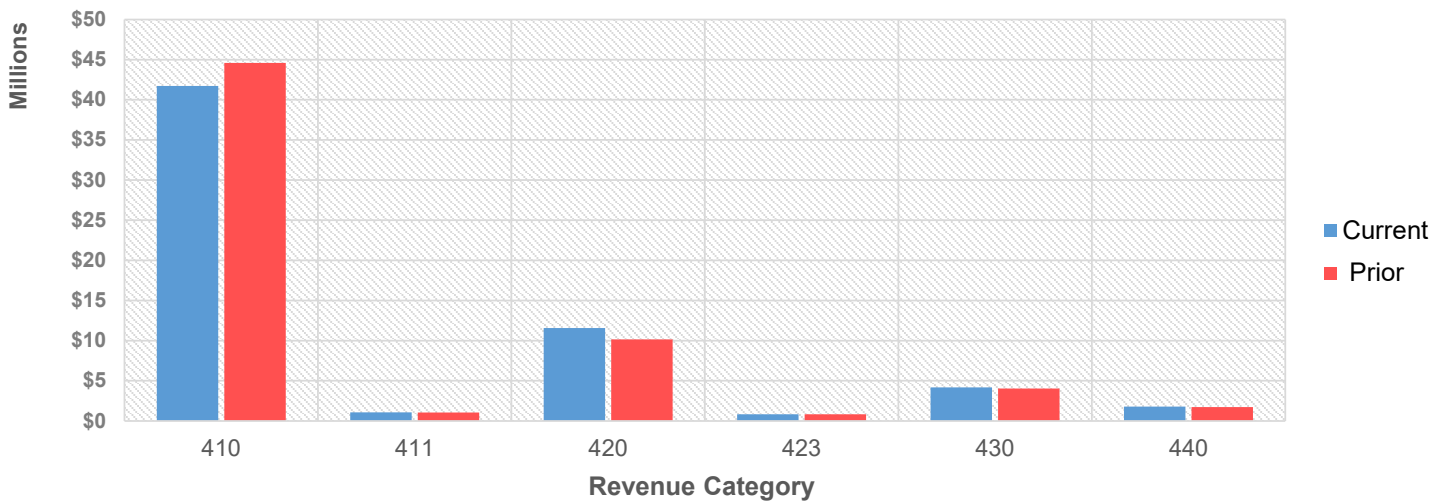
50% of Year Elapsed

**Exhibit 3**

**Enterprise Fund Revenues**

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	41,725,112	47.0%	44,601,473	47.6%	-0.6%	(2,876,361)
411 Natural Gas	1,065,366	45.9%	1,049,638	45.8%	0.2%	15,728
420 Water & Sewer	11,568,665	60.5%	10,140,789	55.9%	4.6%	1,427,876
423 Stormwater	819,488	20.8%	831,786	29.5%	-8.7%	(12,298)
430 Sanitation	4,173,148	52.8%	4,022,980	51.5%	1.4%	150,168
440 Golf Course	1,786,803	50.1%	1,712,137	50.3%	-0.2%	74,666
<b>Total Revenues</b>	<b>\$61,138,583</b>	<b>48.7%</b>	<b>\$62,358,804</b>	<b>48.7%</b>	<b>0.0%</b>	<b>(\$1,220,220)</b>

**Current Year vs. Prior Year**



**Discussion**

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

410 The decrease in Electric revenues reflect both lower consumption and lower pass-through bulk power cost adjustment (BPCA) amounts used to pay for the cost of electricity from the City's provider from October through February. An increase took effect on March 1st.

420 The increase in Water & Sewer revenues is largely attributable to grant proceeds received in the current year.

423 The decrease in Stormwater revenues in largely attributable to stronger interest earnings and invest performance in the same period in the prior year.



**SUMMARY BUDGET REPORT**

March 31, 2026

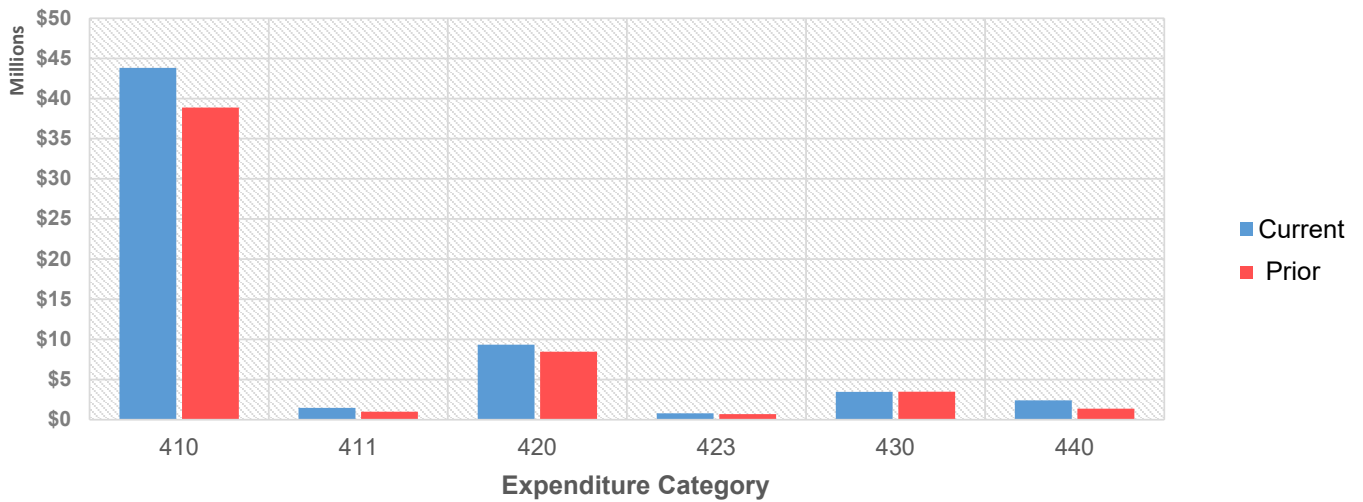
50% of Year Elapsed

**Exhibit 4**

**Enterprise Fund Expenditures**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	43,827,562	40.9%	38,884,727	36.5%	4.5%	4,942,834
411 Natural Gas	1,460,717	51.6%	989,501	38.4%	13.2%	471,216
420 Water & Sewer	9,329,889	26.1%	8,455,864	20.5%	5.7%	874,025
423 Stormwater	790,601	8.8%	691,453	12.5%	-3.7%	99,147
430 Sanitation	3,457,989	41.5%	3,486,250	41.7%	-0.2%	(28,261)
440 Golf Course	2,396,841	51.5%	1,355,925	39.1%	12.4%	1,040,916
<b>Total Expenditures</b>	<b>\$61,263,599</b>	<b>36.6%</b>	<b>\$53,863,721</b>	<b>32.1%</b>	<b>4.5%</b>	<b>\$7,399,878</b>

**Current Year vs. Prior Year**



**Discussion**

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

410 The increase in Electric expenditures is attributable to an increase in power costs from the City's provider and the timing of capital improvement projects.

411 The increase in Natural Gas expenditures is attributable to an increase in natural gas costs from the City's provider.

420 The decrease in Water & Sewer expenditures is primarily attributable to the timing of capital improvement projects.

440 The increase in Golf Course expenditures is primarily attributable to the timing of capital improvement projects and equipment purchases.



**SUMMARY BUDGET REPORT**

March 31, 2026

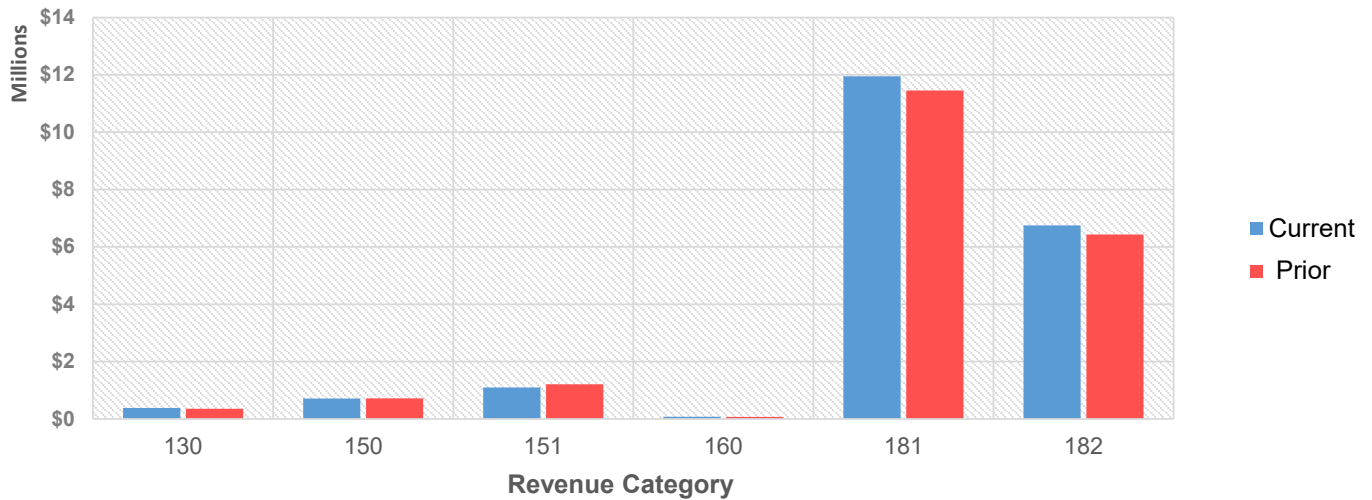
50% of Year Elapsed

**Exhibit 5**

**Special Revenue Fund Revenues**

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	380,499	51.6%	353,650	43.9%	7.7%	26,849
150 Local Option Gas Tax	709,006	51.0%	717,534	51.3%	-0.3%	(8,528)
151 Infrastructure Surtax	1,093,433	51.0%	1,206,617	57.4%	-6.4%	(113,185)
160 Community Dev Blk Grant	76,032	54.0%	67,179	47.3%	6.7%	8,853
181 Downtown Increment Fund	11,948,273	102.9%	11,454,264	104.1%	-1.2%	494,009
182 Southend Increment Fund	6,751,415	188.6%	6,429,372	195.5%	-6.8%	322,043
<b>Total Revenues</b>	<b>\$20,958,657</b>	<b>106.9%</b>	<b>\$20,228,616</b>	<b>107.9%</b>	<b>-1.0%</b>	<b>\$730,041</b>

**Current Year vs. Prior Year**



**Discussion**

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

151 The decrease in Infrastructure Surtax revenue reflects both declining receipts and stronger investment earnings performance in the prior year.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December.



**SUMMARY BUDGET REPORT**

March 31, 2026

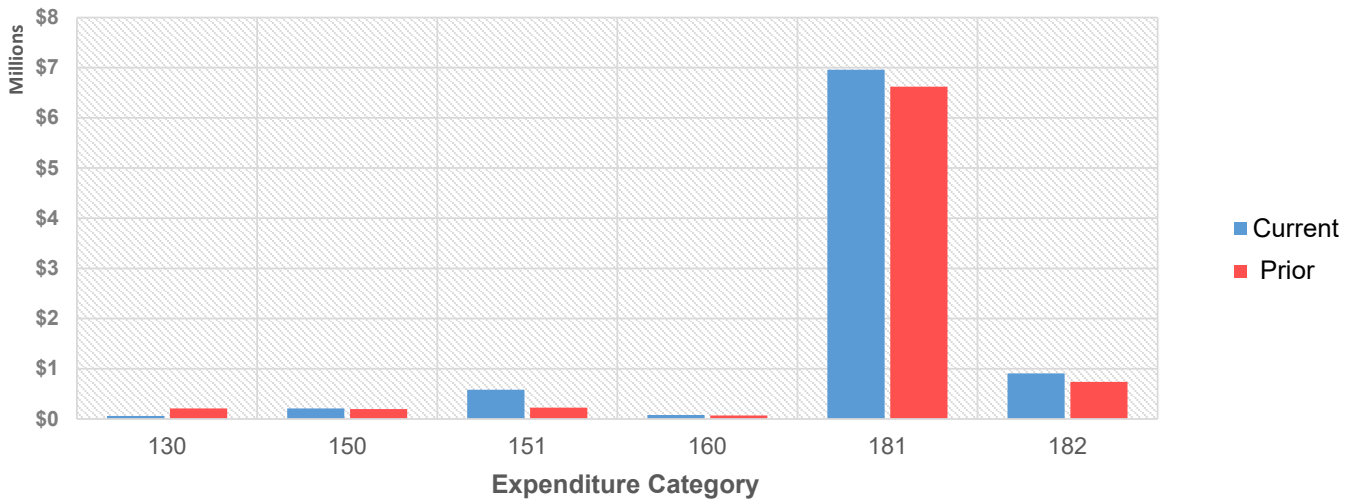
50% of Year Elapsed

**Exhibit 6**

**Special Revenue Fund Expenditures**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	58,099	7.8%	208,128	23.4%	-15.6%	(150,029)
150 Local Option Gas Tax	207,082	14.4%	196,465	15.8%	-1.3%	10,617
151 Infrastructure Surtax	581,033	5.7%	225,312	1.4%	4.3%	355,721
160 Community Dev Blk Grant	76,032	53.5%	67,179	47.3%	6.2%	8,853
181 Downtown Increment Fund	6,959,197	31.0%	6,622,525	20.3%	10.8%	336,671
182 Southend Increment Fund	905,937	8.0%	738,252	21.3%	-13.3%	167,684
<b>Total Expenditures</b>	<b>\$8,787,378</b>	<b>19.0%</b>	<b>\$8,057,861</b>	<b>14.9%</b>	<b>4.2%</b>	<b>\$729,517</b>

**Current Year vs. Prior Year**



**Discussion**

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

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

160 The decrease in Community Development Block Grant expenditures reflects the timing of reimbursement requests submitted to the City of Jacksonville.

181/  
182 The increase in both Downtown and Southend Increment fund expenditures is largely attributable to the timing of capital projects.



**SUMMARY BUDGET REPORT**

March 31, 2026

50% of Year Elapsed

**Exhibit 7**

**Summary Revenues and Expenditures**

<b>Fund Name</b>	<b>Budgeted Annual Revenues</b>	<b>Budgeted Revenues To Date</b>	<b>Actual Revenues To Date</b>	<b>Variance Favorable/(Unfavorable)</b>
001 General Fund	33,033,348	16,471,423	23,501,605	7,030,183
130 Convention Development Tax	737,000	367,490	380,499	13,009
150 Local Option Gas Tax	1,390,338	693,264	709,006	15,741
151 Infrastructure Surtax	2,142,243	1,068,187	1,093,433	25,246
160 Community Dev. Blk. Grant	140,855	70,235	76,032	5,797
181 Downtown Increment Fund	11,609,411	5,788,802	11,948,273	6,159,471
182 Southend Increment Fund	3,578,842	1,784,518	6,751,415	4,966,896
410 Electric Utility	88,699,687	44,228,337	41,725,112	(2,503,225)
411 Natural Gas Utility	2,319,343	1,156,494	1,065,366	(91,128)
420 Water & Sewer Utility	19,126,825	9,537,211	11,568,665	2,031,454
423 Storm Water Management	3,942,823	1,966,010	819,488	(1,146,522)
430 Sanitation Fund	7,898,505	3,938,433	4,173,148	234,716
440 Golf Course Fund	3,563,656	1,776,946	1,786,803	9,856
460 Leased Facilities Fund	842,436	420,064	408,291	(11,773)
500 Internal Service Funds	22,264,123	11,101,563	11,035,987	(65,576)
<b>Total Revenues</b>	<b>\$201,289,435</b>	<b>\$100,368,979</b>	<b>\$117,043,124</b>	<b>\$16,674,145</b>

<b>Fund Name</b>	<b>Budgeted Annual Expenditures</b>	<b>Budgeted Expenditures To Date</b>	<b>Actual Expenditures To Date</b>	<b>Variance Favorable/(Unfavorable)</b>
001 General Fund	33,299,373	16,604,071	15,359,428	1,244,643
130 Convention Development Tax	743,088	370,526	58,099	312,427
150 Local Option Gas Tax	1,436,286	716,175	207,082	509,094
151 Infrastructure Surtax	10,146,225	5,059,214	581,033	4,478,181
160 Community Dev. Blk. Grant	142,000	70,805	76,032	(5,226)
181 Downtown Increment Fund	22,432,952	11,185,746	6,959,197	4,226,549
182 Southend Increment Fund	11,260,939	5,615,044	905,937	4,709,107
410 Electric Utility	107,038,850	53,372,796	43,827,562	9,545,235
411 Natural Gas Utility	2,832,406	1,412,323	1,460,717	(48,394)
420 Water & Sewer Utility	35,679,254	17,790,751	9,329,889	8,460,863
423 Storm Water Management	8,944,957	4,460,225	790,601	3,669,624
430 Sanitation Fund	8,335,670	4,156,416	3,457,989	698,427
440 Golf Course Fund	4,658,419	2,322,828	2,396,841	(74,013)
460 Leased Facilities Fund	1,042,115	519,630	561,567	(41,937)
500 Internal Service Funds	22,277,795	11,108,380	11,263,649	(155,268)
<b>Total Expenditures</b>	<b>\$270,270,329</b>	<b>\$134,764,931</b>	<b>\$97,235,621</b>	<b>\$37,529,311</b>

<b>Fund Name</b>	<b>Net Income/(Loss)</b>	<b>Net Variance Favorable/(Unfavorable)</b>
001 General Fund	8,142,177	8,274,825
130 Convention Development Tax	322,401	325,436
150 Local Option Gas Tax	501,924	524,835
151 Infrastructure Surtax	512,400	4,503,427
160 Community Dev. Blk. Grant	-	571
181 Downtown Increment Fund	4,989,076	10,386,020
182 Southend Increment Fund	5,845,478	9,676,004
410 Electric Utility	(2,102,449)	7,042,010
411 Natural Gas Utility	(395,351)	(139,522)
420 Water & Sewer Utility	2,238,777	10,492,317
423 Storm Water Management	28,887	2,523,102
430 Sanitation Fund	715,159	933,143
440 Golf Course Fund	(610,039)	(64,157)
460 Leased Facilities Fund	(153,276)	(53,710)
500 Internal Service Funds	(227,662)	(220,844)
<b>Total</b>	<b>19,807,503</b>	<b>\$54,203,456</b>



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

March 31, 2026

Type of Investment	10/1/2025 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	3/31/2026 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	52,930,891	677,308	39,318	41,998	(52,252)	706,371	0	53,637,263	0.25%
Galliard Capital Management	61,188,900	1,281,171	105,072	(389,071)	(59,360)	937,813	0	62,126,713	0.33%
Garcia Hamilton & Associates	61,082,122	1,062,219	242,166	(504,384)	(59,329)	740,671	-	61,822,793	0.26%
State Pooled Investment Fund	37,628,473	755,970	-	-	-	755,970	(0)	38,384,444	0.26%
Florida Trust	38,999,300	768,066	-	-	-	768,066	(0)	39,767,366	0.27%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	14,422,171	241,858	-	-	-	241,858	0	14,664,030	0.08%
Operating Cash: Bank of America	14,863,341	295,629	-	-	(99,531)	196,098	6,493,146	21,552,585	0.08%
Petty Cash / Change Funds	4,325	-	-	-	-	-	-	4,325	0.00%
<b>TOTAL CITY MANAGED INVESTMENTS AND CASH</b>	<b>281,119,525</b>	<b>5,082,222</b>	<b>386,556</b>	<b>(851,457)</b>	<b>(270,472)</b>	<b>4,346,848</b>	<b>6,493,146</b>	<b>291,959,519</b>	<b>1.53%</b>
Pension: Salem Mutual Fund	96,563,357	3,841,177	-	(4,874,595)	-	(1,033,418)	20	95,529,959	-0.75%
Pension: Sawgrass Asset Mgt	36,436,763	774,291	132,270	(363,613)	(60,115)	482,833	(0)	36,919,596	0.36%
Pension: Wells Capital	19	120	-	-	-	120	(20)	119	0.00%
Pension: JPMCB - Strategic Property Fund	4,963,013	-	-	(494,212)	-	(494,212)	-	4,468,802	-0.33%
<b>TOTAL PENSION INVESTMENTS</b>	<b>137,963,153</b>	<b>4,615,587</b>	<b>132,270</b>	<b>(5,732,419)</b>	<b>(60,115)</b>	<b>(1,044,676)</b>	<b>0</b>	<b>136,918,477</b>	<b>-0.76%</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$419,082,678</b>	<b>\$9,697,809</b>	<b>\$518,826</b>	<b>(\$6,583,876)</b>	<b>(\$330,587)</b>	<b>\$3,302,172</b>	<b>\$6,493,146</b>	<b>\$428,877,995</b>	



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	April 20, 2026
SUBJECT:	Agreement between the Duval County Supervisor of Elections and the City of Jacksonville Beach for use of the Community Center and Exhibition Hall as an Early Voting Site

**BACKGROUND**

The Duval County Supervisor of Elections has requested the use of the Community Center and Exhibition Hall at South Beach Park as an early voting site for the 2026 and 2027 elections.

The dates the facility will be used by the Supervisor of Elections are:

- Early voting Primary Election: August 3 - August 15, 2026
- Early voting General Election: October 19 - November 1, 2026
- Early voting First Election: February 22 - March 7, 2027
- Early voting General Election: May 3 - May 16, 2027

Polling hours are 9:00 am to 7:00 pm each early voting day, unless extended by the Governor of Florida.

**FINANCIAL IMPACT**

There will not be a rental fee assessed for the use of the facility.

**REQUESTED ACTION**

Approve an Agreement between the Duval County Supervisor of Elections and the City of Jacksonville Beach for use of the Community Center and Exhibition Hall as an Early Voting Site

**ATTACHMENTS**

1. Early Voting Agreement - Duval County Supervisor of Elections

**Early Voting Agreement  
Between  
Duval County Supervisor of Elections and City of Jacksonville Beach**

The parties to this Early Voting Agreement are the **Duval County Supervisor of Elections** ("SOE" or "Elections Office"), and the **City of Jacksonville Beach** ("City").

SOE has requested, and City has agreed to provide access to facilities, rooms and spaces at the City-owned Jacksonville Beach Community Center and Exhibition Hall ("Early Voting Site") as agreed upon by the Elections Office and City as necessary for polling to support the election process. This Agreement shall apply to the following dates for the 2026 and 2027 election cycle and shall include any special elections conducted by the Elections Office as directed by local, state, or federal governmental agencies:

**Early Voting Primary Election: August 3<sup>rd</sup> -August 15<sup>th</sup>, 2026**

**Early Voting General Election: October 19<sup>th</sup> - November 1<sup>st</sup>, 2026**

**Early Voting First Election: February 22<sup>nd</sup> - March 7<sup>th</sup>, 2027**

**Early Voting General Election: May 3<sup>rd</sup> - May 16<sup>th</sup>, 2027**

The Elections Office will notify City regarding any date or time changes within at least thirty (30) days of such requested change except in the event of an emergency election event.

Early Voting Site will be notified at least thirty (30) days in advance of discovery.

**City** hereby agrees that the Early Voting Site will:

1. Provide a polling room or area that is agreed upon with the Supervisor of Elections with no changes to the agreed-upon room without notification to the Supervisor of Elections Office 30 days prior to Early Voting.
2. Allow access to the polling area from 9:00 a.m. to approximately 7:00 p.m. on each early voting day. Should polling hours be extended by the Governor of Florida for any election, the Early Voting Site agrees to provide use of the facility beyond the normal hours.
3. Allow access to the polling area for times agreed upon in advance for Early Voting. Access will be no earlier than one (1) hour prior to the opening of the polls.
4. Allow voters and poll workers use of the parking lot(s) at the site of the Early Voting Site. Agree to provide as many parking spaces as possible to allow maximum parking for the voters and poll workers.
5. Provide for the opening and closing of the facility and/or parking lot both for delivery and pickup of voting equipment. Staff availability will be based upon a pre-arranged

and mutually agreed upon schedule for delivery and pick-up of equipment. Either a key must be provided to the Elections Office, or an employee of City must be made available and responsible for the opening and closing of the Early Voting Site and/or parking lot. If this duty is given to an employee of City, then his or her name and phone number(s) must be provided to the Elections Office and the Early Voting Team Leader(s).

6. Receive the voting equipment on but not before ten (10) days prior to the scheduled first day of early voting and allow voting equipment to be picked up within three (3) business days following Election Day. Each location serving as an early voting site will be contacted by the Delivery Company and/or Elections Office to schedule delivery and pickup of the equipment at least 48 hours prior to delivery and pick-up.
7. Provide secure storage space for the delivered voting equipment in the voting room or in a secure space as close as possible to the voting room.
8. Accommodate the required configuration of the voting room. Permit the rearrangement of the space such as allowing extra tables, chairs, and/or other objects to be stored out of the way.
9. Arrange for the HVAC and lighting to be extended to cover the hours the facility is open for voting.
10. Allow the use of tables and/or chairs, if applicable.
11. Allow the use of polling room kitchen amenities, if available, to the poll workers. Poll workers shall clean the kitchen space and any dishes or flatware used.
12. Allow the use of restrooms for poll workers.
13. Neither place nor provide partisan or political messages or materials at the Early Voting Site unless outside the 150-foot boundary.
14. Allow the public to campaign 150 feet or more from the building that houses the voting area, even if the area is still on Early Voting Site's property.
15. Permit placement of election signage specific for the needs of the SOE at/on the location during Early Voting.
16. Permit photographs taken by Elections Officials to be included in but not limited to, newsletters and publications generated by the Elections Office and/or the Duval County Elections Office website.
17. Allow the Elections Office to perform temporary modifications and enhancements to the Early Voting Site to ensure complete access to voters with disabilities and to comply with the requirements of the Americans with Disabilities Act. These enhancements will be made with prior knowledge and approval of the property owner(s).

In return, the Supervisor of Elections agrees to provide the following to City:

1. Deliver and pick up voting equipment at a mutually agreed upon, prearranged time before and after each election no earlier than ten (10) days before early voting or the election

begins; City will be contacted by the Delivery Company and/or Elections Office to schedule delivery and pickup of the equipment. Equipment will be delivered no earlier than a week before voting starts and will be picked up no later than three (3) days after Election Day.

2. City agrees to discontinue using the room after equipment is set-up for use.
3. Communicate to City all dates for Early Voting no later than three (3) months prior to the start of Early Voting. Any changes to the Early Voting schedule (dates, times, etc.) will be communicated to City immediately.
4. Remove all posted election signs at/on the location at the end of the election process.
5. Return any furniture that was moved prior to Early Voting by an Elections Official after the close of the polls.
6. Provide all supplies needed for voters during Early Voting.
7. Maintain security of facility by protecting any access code(s) or key(s) provided to the Election Office by City.
8. Ensure that all SOE staff wear a badge at all times when arriving to and working at the Early Voting Site.
9. Pay a facility rental fee of \$0.00 per early voting day. Pay for the cost of changing meeting room locks prior to early voting and then again after Election Day. Or in lieu of setting a per day rate, the SOE and City agree to the attached quote. Quote must be provided at least 90 days prior to the start of early voting.

The Parties agree to the following:

1. Both parties understand and agree that SOE and City are governed by the limitations and provisions of Section 768.28, Florida Statutes, and nothing herein limits, waives, or alters each party's sovereign immunity.
2. Upon the SOE's delivery of a signed agreement, this agreement cannot be terminated by the City.
3. Any notices required for this Agreement shall be sent via email to the Chief Elections Officer for the SOE.
4. This agreement is not assignable by either party.
5. The persons signing this Agreement are authorized to do so on behalf of each party.
6. This Agreement may be signed in counterpart and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

Signed by:

\_\_\_\_\_  
Jerry Holland,  
Supervisor of Elections

Date: \_\_\_\_\_

**City of Jacksonville Beach**

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	April 20, 2026
SUBJECT:	Second One-year Extension of the Plumbing Services Agreement with Fair Plumbing, LLC

**BACKGROUND**

On February 7, 2022, Bid #2122-04 was awarded by the City Council to Fair Plumbing, LLC, for the provision of plumbing services provided to the City. The Agreement had an initial three-year term beginning February 7, 2022, with an option to renew for three additional one-year extensions for a maximum [term] of six years, if mutually agreeable by both parties under the same terms and conditions as the original Agreement.

In February 2025, the parties agreed to extend the Agreement for the first one-year term. Both parties mutually agree to extend the Agreement for the second one-year term.

**FINANCIAL IMPACT**

The cost of plumbing services is included in the annual operating budget.

**REQUESTED ACTION**

1. Approve the Second One-year Extension of the Plumbing Services Agreement with Fair Plumbing, LLC; and
2. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

**ATTACHMENTS**

1. Second Extension Bid\_2122-04 Fair Plumbing Services

**SECOND ONE-YEAR EXTENSION OF THE PLUMBING SERVICES AGREEMENT  
BETWEEN FAIR PLUMBING, LLC, AND THE CITY OF JACKSONVILLE BEACH**

**THIS SECOND ONE-YEAR EXTENSION** is made on February 7, 2026, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Fair Plumbing, LLC ("Fair Plumbing"), to extend the Agreement for the provision of plumbing services provided by Fair Plumbing to the City.

**WHEREAS**, on February 7, 2022, Bid #2122-04 was awarded by the City Council to Fair Plumbing, LLC, for the provision of plumbing services provided by Fair Plumbing to the City (the "Agreement"); and

**WHEREAS**, the Agreement had an initial three-year term beginning February 7, 2022, with an option to renew for three additional one-year extensions for a maximum [term] of six years, if mutually agreeable by both parties under the same terms and conditions as the original Agreement, including any amendments and revisions thereto, unless otherwise modified by mutual agreement of the City and Fair Plumbing; and

**WHEREAS**, on February 7, 2025, the parties entered into the First One-Year Extension of the Agreement, extending the term from February 7, 2025, through February 7, 2026; and

**WHEREAS**, the parties mutually agree to extend the Agreement for the second one-year term.

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

1. The term for Bid #2122-04 Plumbing Services is hereby extended for the first one-year term commencing February 7, 2026, and expiring February 7, 2027.

2. All other conditions, requirements, and provisions of the specifications for Bid #2122-04 Plumbing Services and the Agreement shall remain unchanged and in full force and effect.

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

**SECOND ONE-YEAR EXTENSION OF THE PLUMBING SERVICES AGREEMENT  
BETWEEN FAIR PLUMBING, LLC. AND THE CITY OF JACKSONVILLE BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

**CITY OF JACKSONVILLE BEACH, FLORIDA**

\_\_\_\_\_  
Christine Hoffman, Mayor

\_\_\_\_\_  
Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Molly Alleger, City Clerk

\_\_\_\_\_  
David Migut, City Attorney

\_\_\_\_\_  
Date Signed

**FAIR PLUMBING, LLC**

(CORPORATE SEAL)

*Jacqueline Brooks*  
\_\_\_\_\_

*Jacqueline Brooks*  
\_\_\_\_\_

Print Name

*owner*  
\_\_\_\_\_

Title

*MB 3-26 3-25-2026*  
\_\_\_\_\_

Date Signed

ATTEST:

*Mark C Howard*  
\_\_\_\_\_

*MARK C HOWARD*  
\_\_\_\_\_

Print Name

*PARKS SOLDER*  
\_\_\_\_\_

Title

*3/25/26*  
\_\_\_\_\_

Date Signed



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	April 20, 2026
SUBJECT:	First Amendment to the Agreement with CentralSquare Technologies, LLC, to Set a Credit Card Service Fee Amount and Payment Gateway Application with Elavon, Inc.

**BACKGROUND**

In March 2025, Council approved an agreement with CentralSquare Technologies, LLC, to upgrade the City's existing Enterprise Resource Planning (ERP) system. As a part of this project, the City will be able to: (1) accept debit and credit card payments in person; and (2) have real-time visibility into pending e-check payments through a consolidated payment processor.

The First Amendment to the CentralSquare Agreement does the following:

1. Sets the service fee for debit or credit card payments at 2.5% per transaction to be paid by the customer.
2. Sets the cost to the City for e-check processing and other miscellaneous items.
3. Identifies the roles and responsibilities of CentralSquare, Elavon, Inc, and the City in the credit and debit payment process.

In order for a business to accept debit and credit card payments, it needs both a payment processor and a payment gateway. CentralSquare is the payment processor and has partnered with Elavon, Inc., to be the payment gateway. CentralSquare will receive the customer service fees and be responsible for paying all credit card processing fees. Elavon will be responsible for securely transmitting payment information.

The City currently partners with Bank of America to provide a free electronic check (e-check) payment option for utility customers. Consolidating this function with CentralSquare will improve efficiency and provide real-time visibility into pending payments. 37% of utility bills are paid via e-check, making this the most popular payment method among our customers. As is standard in the industry, the City will continue to provide this service at no cost.

The current fee for online and telephone credit card payments is \$4.95 per \$500 transaction. In 2022, when the City was working on Tyler Munis Utility Billing Implementation project, Council had approved a fee of 2.75% per transaction, with a minimum charge of \$1.50. The new proposed rate of 2.5% is lower than what was previously adopted.

**FINANCIAL IMPACT**

The annual budget includes the cost of e-check processing. The cost of credit card processing will be paid by CentralSquare using the service fees collected.

**REQUESTED ACTION**

AGENDA ITEM:	A.
MEETING DATE:	April 20, 2026



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

1. Approve/ Disapprove the First Amendment to the Agreement with CentralSquare Technologies, LLC to set processing and service fees; and
2. Authorize the City Manager to execute the payment gateway application with Elavon, Inc.

ATTACHMENTS

1. First Amendment CentralSquare Credit Card Payment Processing
2. Elavon Govt Account Application

**FIRST AMENDMENT TO THE SOLUTIONS AGREEMENT BETWEEN THE CITY OF  
JACKSONVILLE BEACH AND CENTRALSQUARE TECHNOLOGIES, LLC**

**THIS FIRST AMENDMENT** to the Solutions Agreement (“First Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Jacksonville Beach, a municipal corporation organized and existing under the laws of the State of Florida, 11 N. Third Street, Jacksonville Beach, FL 32250 (“Customer”), and CentralSquare Technologies, LLC 1000 Business Center Drive, Lake Mary, FL 32746 (“CentralSquare”).

**WHEREAS**, Customer and CentralSquare entered into the CentralSquare Solutions Agreement on March 24, 2025 (the “Agreement”); and

**WHEREAS**, the Agreement included use of CentralSquare for credit card payment processing online, via telephone, and in person; and

**WHEREAS**, Customer and CentralSquare mutually agree to amend the Agreement to provide for additional termination language, to add language regarding service fee terms and a third-party processor vendor, and for clarification regarding PCI compliance regarding CST Payments.

**NOW THEREFORE, IN CONSIDERATION** of the mutual promises and consideration contained herein, Customer and CentralSquare agree to amend the Agreement as follows:

1. Contemporaneous with the execution of this First Amendment, Customer will execute a credit card processor agreement (“Processing Agreement”) with CentralSquare’s preferred third-party Vendor, Elavon. The term of this Amendment and the Processing Agreement shall be coterminous, such that if either agreement is terminated, the other shall terminate at the same time.
2. Section 14 of the Agreement, Termination, is amended to add Subsections 14.3 and 14.4, which shall read as follows:

14.3. If the Processing Agreement between Customer and Elavon is terminated, then this Agreement shall automatically terminate at the same time.

14.4. Customer shall have the right to terminate this Agreement pursuant to the language in Subsection 31.4.
3. Section 31 is added to the Agreement, which shall read as follows:

**31. CST Payments.**

- 31.1. CentralSquare shall ensure that the CST Payments are PCI compliant and upon request shall annually provide proof of compliance.
- 31.2. CentralSquare shall ensure that CST Payments fully integrate with Elavon and shall be responsible for the primary support for any payment issues.

- 31.3. Customer shall purchase any necessary hardware, peripherals, or other equipment directly from CentralSquare.
  - 31.4. The initial services fees for CST Payments shall be set at 2.50%. Any changes in fees to account for fees charged by participating banks and Card networks must be mutually agreed upon by the Parties prior to taking effect. CentralSquare shall give the Customer no less than 60 days' notice of its request for service fee changes. Customer shall respond to CentralSquare's request for service fee changes within 30 days from receipt. In the event CentralSquare requests to raise service fees with proper notice, and the parties cannot mutually agree that such increase is reasonable and necessary, Customer shall have the right to terminate this Agreement upon 30 days' written notice.
  - 31.5. CentralSquare and Elavan will be responsible for paying all card brand interchange, dues and assessments, and bank processing fees and processor fees and use the service fees to recover these costs.
  - 31.6. The City will be responsible for paying the monthly and per occurrence fees listed in Exhibit 10 (CentralSquare Payments).
4. Except as set forth in this First Amendment, in all other respects the Agreement and all terms, conditions and provisions shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Customer and CentralSquare have caused this First Amendment to be executed by its duly authorized representative with authority to bind the respective agency.

**CITY OF JACKSONVILLE BEACH, FLORIDA**

\_\_\_\_\_  
Christine Hoffman, Mayor

\_\_\_\_\_  
Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Molly Alleger, City Clerk

\_\_\_\_\_  
David Migut, City Attorney

\_\_\_\_\_  
Date Signed

**CENTRALSQUARE TECHNOLOGIES, LLC**

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

<b>1</b>	<b>COMPANY INFORMATION</b>		
◆ DBA NAME: City of Jacksonville Beach, FL.			
CONTACT NAME:			
◆ DBA ADDRESS TYPE: Business <input type="checkbox"/> ◆ DBA ADDRESS1 (NO PO BOX): 11 North Third Street			
DBA ADDRESS 2:			
◆ CITY: Jacksonville Beach	◆ STATE: FL	◆ ZIP CODE: 32250	
◆ DBA PHONE #: 904-247-6290		DBA FAX #:	
◆ EMAIL ADDRESS: @jaxbchfl.net		MOBILE PHONE #:	
DATE FOUNDED: 1907		◆ IS THE COMPANY'S HIGHEST REVENUE, EXPECTED HIGHEST REVENUE OR HIGHEST SALES VALUE, GENERATED FROM THE SALE OR COMBINED SALE OF FIREARMS, FIREARM ACCESSORIES, OR AMMUNITION WITHIN THE STATE OF CA, CO OR NY? <span style="float:right">No <input type="checkbox"/></span>	
CIP EXEMPTION: Government: City			
<b>2</b>	<b>OTHER ADDRESS (IF DIFFERENT THAN ABOVE)</b>		
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS                    (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS: 11 North Third Street	CITY:	STATE:	ZIP CODE:
<b>STATEMENTS/ RETRIEVALS /CHARGEBACKS</b>			
STATEMENTS: <input checked="" type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9		AUTO SEND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)	
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: @jaxbchfl.net		OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: @jaxbchfl.net		OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING	
<b>3</b>	<b>CONTACT INFORMATION (AUTHORIZED REP)</b>		
◆ OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER:			
◆ FIRST NAME:	MN:	◆ LAST NAME:	
◆ TITLE:	◆ US PERSON: Yes	◆ EMAIL ADDRESS: @jaxbchfl.net	
▶ CONTACT ADDRESS (NO PO BOX): 11 North Third Street		▶ ADDRESS TYPE: Business	
▶ CITY: Jacksonville Beach		▶ STATE: FL	▶ ZIP CODE: 32250
▶ DOB:		CONTACT PHONE #: 904-247-6290	
INDIVIDUAL ID EXEMPTION CLASS: <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
<b>OTHER COMPANY INFORMATION</b>			
◆ AVERAGE SALE AMOUNT: \$265.00	<input type="checkbox"/> CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$150,000	<input type="checkbox"/> CARD NOT PRESENT 100%	CARD PRESENT	20 %
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 25	<input type="checkbox"/> INTERNET 100%	CARD NOT PRESENT*	___ %
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$650,000	<input checked="" type="checkbox"/> OMNI COMMERCE	INTERNET *	80 %
◆ ANNUAL TOTAL REVENUE (CASH, CHECK, CARD): \$8,000,000	▶ INTERNET: PRODUCT WEBSITE: www.jaxbchfl.net		
◆ INDUSTRY TYPE: Internet <input type="checkbox"/>	▶ INTERNET: "CONTACT US" EMAIL: @jaxbchfl.net		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: Utility Billing	*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW		
SPECIAL PROGRAM MCC ONLY: 4900	▶ CUSTOMER SERVICE PHONE #: 904-247-6290		
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, 0 # OF DAYS (INCLUDE SHIPPING TIME FRAME)	▶ PREVIOUS PROCESSOR: UNKNOWN <input type="checkbox"/>		
IF SEASONAL, PLEASE CHECK MONTHS <u>CLOSED</u> BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER
<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
<b>BANK ACCOUNT (CHECKING ACCOUNTS ONLY)</b>			
◆ DEPOSIT BANK NAME:	◆ ABA/ROUTING #:	◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING #:	DDA ACCOUNT #:	
FUNDING OPTIONS: <input type="checkbox"/>	MONTHLY FEE \$	TAPE ID (OPT):	



POINT OF SALE (EQUIPMENT OR SOFTWARE)											
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER						<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:					
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):		VENDOR:		PRODUCT:		VERSION:	
# OF TIDS:			TID TYPE (OMNI ONLY):			# OF TIDS:			TID TYPE (OMNI ONLY):		
							<b>PURCHASE/SETUP</b>		<b>SOFTWARE/WIRELESS</b>		
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL ENCRYPT	OWNS	TERMINAL CONNECTION TYPE	REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
1	Converge	CNVNG		<input type="checkbox"/>	<input type="checkbox"/>		\$0.00	\$0.00	\$0.00	\$5.00	\$0.00
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT											
<i>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</i>											
ADDITIONAL POS SERVICES:	DESCRIPTION					SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE		
						\$0.00	\$0.00	\$0.00	\$0.00		
						\$0.00	\$0.00	\$0.00	\$0.00		
							<b>SOFTWARE/WIRELESS</b>				
RENTAL EQUIPMENT:	QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL CONNECTION TYPE	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE		
						\$	\$	\$	\$		
						\$	\$	\$	\$		
						\$	\$	\$	\$		
						\$	\$	\$	\$		
						\$	\$	\$	\$		
Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide: a link to the Operating Guide can be found in Section 4 of this application, below.											
<b>TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)</b>											
<input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT)		<input type="checkbox"/> QUICK CLOSE		<input type="checkbox"/> STORE AND FORWARD		<input type="checkbox"/> NO SIGNATURE		<input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)			
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT)		TIP FUNCTION (DEFAULT)		<input type="checkbox"/> FINE DINING		<input type="checkbox"/> TAB FUNCTION					
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT)		<input type="checkbox"/> QUICK CLOSE									
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT)		<input type="checkbox"/> QUICK STAY									
<input type="checkbox"/> SEMI INTEGRATED											
CUSTOM PROMPTS: <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) _____ TIME ZONE _____ <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ _____ (MAX) <input type="checkbox"/> CUSTOM FOOTER: _____											
<input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)											
TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING											
<b>REPORTING TOOLS</b>											
<input checked="" type="checkbox"/> ONLINE CASE MANAGEMENT   ▶MONTHLY FEE \$5.00   ▶SET UP FEE \$0.00   ▶# USERS 0.00   ▶SET UP TYPE (CHECK ONE) <input checked="" type="checkbox"/> MID <input type="checkbox"/> CHN											
<input type="checkbox"/> ACS   ▶MONTHLY FEE \$   ▶SET UP FEE \$   ▶REMOTE ID											
<b>OTHER VAS</b>											
<input type="checkbox"/> 3D SECURE   PER OCCURRENCE: \$						<input type="checkbox"/> TALECH TAP TO PAY (TALECH SAAS REQUIRED)					

ELECTRONIC CHECK/ACH PROCESSING AND SERVICE OPTIONS	
ANNUAL CHECK VOLUME: \$40,000,000	MAXIMUM CHECK AMOUNT: \$100,000
AVERAGE CHECK AMOUNT: \$300.00	MONTHLY MINIMUM: \$1,000,000
ECS- PAPER CHECK CONVERSION	ACH ECHECK – CARD NOT PRESENT (CNP)
<b>PROCESSING OPTIONS:</b> <input type="checkbox"/> POP – POINT OF PURCHASE <input type="checkbox"/> ARC – ACCOUNTS RECEIVABLE CONVERSION <input type="checkbox"/> BOC – BACK OFFICE CONVERSION	<b>PROCESSING OPTIONS:</b> <input checked="" type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP <input type="checkbox"/> INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) <input type="checkbox"/> WEB – INTERNET INITIATED ENTRIES <input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED ENTRIES <input type="checkbox"/> PPD – PREARRANGED PAYMENT ENTRIES <input type="checkbox"/> CCD – CORPORATE TO CORPORATE ENTRIES  <b>CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP</b>
<b>SERVICE:</b> <input type="checkbox"/> <b>CONVERSION WITH GUARANTEE</b> DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____  <input type="checkbox"/> <b>CONVERSION WITH VERIFICATION</b> OR <input type="checkbox"/> <b>CONVERSION ONLY</b> PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____	<b>SERVICE:</b> <input type="checkbox"/> <b>ACH-ECHECK WITH VERIFICATION</b> PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____  <input checked="" type="checkbox"/> <b>ACH-ECHECK CONVERSION ONLY</b> PER TRANSACTION: \$0.65 PER RETURN TRANSACTION: \$2.50
Other ECS Check Conversion Service Requests	
<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)	
ACH-Echeck Questionnaire	
1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)? <b>Utility Bill Payments</b> 2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> 3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> 4. Will you offer ACH-Echeck to existing or new customers? <input checked="" type="checkbox"/> <b>Existing</b> <input checked="" type="checkbox"/> <b>New</b> 5. Will you maintain and disclose to your customers procedures for cancelling an authorization? <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> 6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

**CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**

**CONVENIENCE FEE SERVICES PROGRAMS**

**CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**

- COMPANY MANAGED CONVENIENCE FEE<sup>1</sup>
- ELAVON MANAGED CONVENIENCE FEE<sup>2</sup>
- PARTNER MANAGED CONVENIENCE FEE<sup>3</sup>

**PAYMENT TRANSACTION TYPES**

- CREDIT (CHECK ALL THAT APPLY):
- VISA     MASTERCARD     DISCOVER     AMERICAN EXPRESS PS
- SIGNATURE DEBIT (CHECK ALL THAT APPLY):
- VISA     MASTERCARD     DISCOVER
- PIN DEBIT     PINLESS DEBIT
- ACH (VIA ELECTRONIC CHECK SERVICES)

**ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**

- PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED) :
- COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER
- OTHER:

**CONVENIENCE FEE PRICING:**

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

**GPISF SERVICES PROGRAMS**

**(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:**

- COMPANY-MANAGED SERVICE FEE<sup>4</sup>
- COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS<sup>5</sup>
- ELAVON-MANAGED SERVICE FEE<sup>6</sup>
- PARTNER MANAGED SERVICE FEE<sup>7</sup>

**CARD ACCEPTANCE (CHECK ALL THAT APPLY):**

- POINT OF SALE     INTERNET
- IVR     OTHER:

**GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:**

- MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
- DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

**TRANSACTION TYPES:**

- FEDERAL INCOME TAX     BUSINESS TAX
- GOVERNMENT FEES     OTHER TAX
- STATE INCOME TAX     TUITION
- REAL ESTATE PROPERTY TAX     OTHER EDUCATION EXPENSES

**PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS) (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):**

- CREDIT – (CHECK ALL THAT APPLY):
  - VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
  - MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399,9402
  - DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
  -
- SIGNATURE DEBIT – (CHECK ALL THAT APPLY)
  - VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
  - MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399,9402
  - DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
- ACH (VIA ELECTRONIC CHECK SERVICES)

**ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**

- PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):
- SERVICE FEE TERMINAL
- COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER
- SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)
- OTHER:

**GPISF PRICING:**

SERVICE FEE AMOUNT: 2.50% OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$0.65

IMPLEMENTATION FEE (IF APPLICABLE): \$0.00

<sup>1</sup> "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

<sup>2</sup> "Elavon- Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

<sup>3</sup> "Partner- Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

<sup>4</sup> "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

<sup>5</sup> "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

<sup>6</sup> "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

<sup>7</sup> "Partner- Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

<b>SUBSTITUTE FORM W-9</b>			
<input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> OTHER			
◆ LEGAL BUSINESS NAME*: <b>City of Jacksonville Beach</b>			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): <b>11 North Third Street</b>		▶TIN (EMPLOYER ID #):	
◆ CITY: <b>Jacksonville Beach</b>		◆ STATE: <b>FL</b>	OR
		◆ ZIP CODE: <b>32250</b>	▶TIN (SOCIAL SECURITY #):

<b>4</b>	<b>COMPANY REPRESENTATIONS AND CERTIFICATIONS</b>
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Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at [https://www.mypaymentsinsider.com/api/file/c/Terms\\_of\\_Service\\_English](https://www.mypaymentsinsider.com/api/file/c/Terms_of_Service_English) and [https://www.mypaymentsinsider.com/api/file/c/Operating\\_Guide\\_English](https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English), respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at <https://www.elavon.com/website/transendpay.html>, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports on a periodic basis (i.e. monthly) or at any time or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

**PCI Compliance, PCI/SafeT Program Fees.** All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly (PCI/Safe-T) Program Standard Fee is disclosed in the Fee section of this Application. For clarity, if Company has selected a Safe-T solution, the fee for PCI DSS compliance is included within the (PCI/Safe-T) Program Standard Fee. For ninety (90) days following account approval, Company will be charged the (PCI/SafeT) Program Discounted Fee disclosed in the Fee section of this Application. If Company validates its initial PCI DSS compliance within ninety (90) days after account approval, it will continue to be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month in which it provides validation (e.g., if Company validates compliance in March, it will pay the discounted fee from March through February of the following year). If Company does not validate its initial PCI DSS Compliance within ninety (90) days following account approval, then Company will be required to pay the full, undiscounted (PCI/SafeT) Program Standard Fee until Company validates its annual PCI DSS compliance.

For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25<sup>th</sup> day of a month, Company will be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25<sup>th</sup> of March, it will pay the discounted fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25<sup>th</sup> of the following month to validate compliance or Company will be required to pay the full, undiscounted monthly (PCI/SafeT) Program Standard Fee until Company again validates compliance.

**American Express Acceptance Program (Acceptance Program).** If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X	◆ PRINTED NAME:	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

<b>SUBMITTED BY (INTERNAL USE ONLY)</b>			
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To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ SALES REP SIGNATURE: X	◆ PRINTED NAME:	◆ REP ID #:	◆ DATE:
◆ REP PHONE #:	◆ REP EMAIL:		

## ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.1 Term** is deleted and replaced with the following:

“**Term.** Unless terminated as provided below, the Agreement will remain in effect for a period of three years (“**Initial Term**”) following the date of acceptance of the Company Application by Elavon, which date will be the date upon which the Agreement becomes effective. Thereafter, the Agreement will renew automatically for successive one-month terms (successive six-month terms with respect to Canada) (“**Renewal Term**”) unless terminated as provided below. If Company processes Transactions beyond the Initial Term or Renewal Term, then the terms of the Agreement will govern such Transaction processing.”

3) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

4) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

- (i) A material adverse change in Company’s financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
- (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.”

5) **Section 7.1.** Only if Company elects and is approved for the invoice fee collection model, then the second sentence of Section 7.1 of the Agreement is deleted and replaced with the following:

“Such fees will be calculated once each month for the previous month’s activity. Elavon will send Company an invoice reflecting the fees due, which Company will pay within 30 days of the invoice date. In addition to all other available remedies, Elavon may offset any outstanding or uncollected amounts that are more than 90 days past due from (i) any amounts it would otherwise be obligated to deposit into the DDA and (ii) any other amounts Elavon may owe Company under the Agreement.”

6) **Section 7.2 Change of Fees** is deleted and replaced with the following:

“**Change of Fees.** Elavon will not amend the fees for the Services for the Initial Term except to pass through to Company increases in interchange, assessments or charges, or increased or new fees imposed by a third party (including a Payment Network).”

7) **Section 7.3(b)** is deleted and replaced with the following:

“(b) Elavon will charge interest on all uncollected amounts owed to Elavon: (i) as provided in the applicable jurisdiction’s prompt payment act; or (ii) if no such statute applies, then on amounts more than 30 days past due at a rate no greater than the maximum rate of interest permitted under Laws.”

8) **Section 7.4 Taxes** is deleted and replaced with the following:

“**Taxes.** If applicable, Company will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement, excluding any taxes based on Elavon’s property or net income. If Company is a tax-exempt entity, Company will provide Elavon with an appropriate certificate of tax exemption.”

9) **Section 9.1(b) Disclosure of Confidential Information** is revised to add after the last sentence as follows:

“If Company is subject to an open or public records law, Elavon will comply with the applicable requirements and provide Company with reasonable assistance and information when necessary to enable Company to comply with its disclosure requirements; provided, that Elavon will not be required to disclose information that is not subject to disclosure under applicable Law.”

10) **Section 10.1 Audit** is deleted and replaced with the following:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

11) **Section 10.2(b) Financial Information** is deleted and replaced with the following:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

12) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company’s breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon’s third-party contractors; (iv) Company’s or its Service Providers’ gross negligence or willful misconduct; (v) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

**13(b). Elavon Responsibilities.** In addition to Elavon’s obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon’s breach of the Agreement; (ii) Elavon’s or its third party contractors’ gross negligence or willful misconduct; (iii) Elavon’s or its third party contractors’ violation of applicable Laws or Payment Network Regulations; (iv) Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company’s use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

**13(c). Infringement Claims.**

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company’s use thereof (an “Infringement Claim”).
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon’s opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company’s use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company’s business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.

- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

**13(d). Procedure.**

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
    - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
    - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
    - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
  - (ii) Company may join in the defense, with its own counsel, at its own expense."
- 13) **Section 17.2 Jurisdiction and Venue; Governing Law** is deleted.
- 14) **Section 17.3 Exclusivity** is deleted.
- 15) **Section 17.5 Assignability** is deleted and replaced with the following:  
"Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon's prior written consent. If Company nevertheless assigns the Agreement without Elavon's consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon's stock or assets."
- 16) **Section 17.6 Arbitration** is deleted.
- 17) **Section 17.9 Attorney's Fees and Expenses** is deleted.
- 18) **Section 17.12 Amendments** is deleted and replaced with the following:  
"Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors."
- 19) **Schedule A, Section 1.5 Jurisdiction and Venue; Governing Law** is deleted.
- 20) **Schedule A, Section 1.6 Arbitration** is deleted.
- 21) **Schedule B, Section 16** is hereby added:  
"16Either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days' prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS."

# SALES WORKSHEET

**DBA:** City of Jacksonville Beach, FL.

ACCOUNT DESIGNATION					
<input checked="" type="checkbox"/> NEW LOCATION	<input type="checkbox"/> ADDITIONAL LOCATION	EXISTING MID:	EXISTING CHAIN #:	LOCATION OF	
PORTFOLIO CODE: 31749	FI: 0542	AGENT: 6528	BANK: 3950	MSP SHORT NAME: MSP0CENT	
CLIENT GROUP #: 17	ENTITY: 48751	REP #: 76740	AWB:		
LEGAL VERIFICATION					
DOCUMENTARY IDENTIFICATION:			EVIDENCE OF LEGAL STATUS:		
DOCUMENT VALIDATION TYPE:			ISSUING STATE/PROVINCE:	ISSUING COUNTRY: <b>USA</b>	
DOCUMENT #:	ISSUED DATE:		EXPIRY DATE:		
ONSITE INSPECTION:					
<b>I CERTIFY THAT THE BELOW INFORMATION IS TRUE, COMPLETE AND ACCURATE:</b>					
BUSINESS LOCATED IN: <input type="checkbox"/> SEPARATE BUILDING <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> SHOPPING CENTER/MALL <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> KIOSK <input checked="" type="checkbox"/> OTHER (DESCRIBE): Government Office					
<ul style="list-style-type: none"> <li>I HAVE PHYSICALLY BEEN ON SITE</li> <li>MERCHANT NAME IS AS IT APPEARS ON SIGNAGE (IF APPLICABLE)</li> <li>THE PHYSICAL SITE INSPECTED IS THE SAME AS THE DBA ADDRESS</li> <li>MERCHANDISE IS CONSISTENT WITH TYPE OF BUSINESS</li> </ul>					
<b>PERSON MET WITH:</b>					
PRINTED NAME:		REP #:		DATE:	
SPECIAL INSTRUCTIONS					
CREDIT UNDERWRITING NOTES:					
ADDRESS NOTES:					



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	April 20, 2026
SUBJECT:	Adopt/Deny Resolution No. 2210-2026 Revising Service Fees for Credit Card, Charge Card, and Debit Card Payments and Providing for an Effective Date

**BACKGROUND**

Credit card companies charge a fee to businesses who accept credit cards that can range from 1% to 5% of the transaction cost. In order to reduce the burden on public funds and avoid unfairly forcing all ratepayers and taxpayers to bear the costs of credit cards, Florida State Statutes permit local governments to charge a service fee for the use of credit or debit cards as a payment method.

The purpose of Resolution No. 2210-2026 is to define the conditions and methods in which the City will assess service fees for the use of credit and/or debit cards in the future. In all circumstances, the service fee must:

- A. Be approved by Council.
- B. Recover only the costs associated with credit and debit card payment processing.
- C. Be disclosed prior to the completion of the transaction so that the cardholder can decide whether to pay by another, no-cost method.

Currently, the City accepts credit card payments for utility bill payments made online or by phone, and a service fee of \$4.95 per \$500 payment is assessed by the City's third party provider. Additionally, credit cards are accepted at the City's golf course with no additional fee.

As part of the CentralSquare software upgrade, customers will be able to pay their utility bills, building permits, occupational licenses, and other miscellaneous payments by credit or debit card at various City facilities. In a separate agenda item for Council consideration, an amendment to the CentralSquare Agreement will set the service fee for credit and debit card payments at 2.5% per transaction.

**FINANCIAL IMPACT**

Credit/Debit card service fees are used to recover the costs of payment processing and the City receives no monetary gain.

**REQUESTED ACTION**

Adopt/Deny Resolution No. 2210-2026 revising service fees for credit card, charge card, and debit card payments and providing for an effective date

**ATTACHMENTS**

- 1. Resolution No. 2210-2026

AGENDA ITEM:	A.
MEETING DATE:	April 20, 2026

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2210-2026**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REVISE SERVICE FEES FOR CREDIT CARD, CHARGE CARD, AND DEBIT CARD PAYMENTS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 215.322, Florida Statutes, provides that local governments make their goods, services, and information more convenient to the public through the acceptance of credit cards, charge cards, debit cards, and other means of electronic fund transfers, and may impose a convenience, or service, fee upon the person making the payment; and

**WHEREAS**, The City has determined that it is both economically and operationally more efficient to engage a vendor and/or third-party payment processor to administer the card brand rules and regulations established by Visa, Mastercard, Discover, and American Express including PCI compliance and fee collection and remittance; and

**WHEREAS**, There are other ways for customers to make payments without the use of a credit or debit card and therefore without a service fee; and

**WHEREAS**, In order to help defray the costs incurred by the City by authorizing payment by credit or debit cards, and pursuant to Section 215.322(5), Florida Statutes, the City desires to establish a service fee for credit and debit card transactions to be charged to the card holders paying for utility bills, utility deposits, or other City services.

**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. SERVICE FEES FOR CREDIT OR DEBIT CARD PAYMENTS.** Credit and debit card service fees will be set by contract and approved by the City Council and subject to the following provisions:

- A. The service fee amount is intended to recover only the costs associated with credit and debit card payment processing.
- B. The service fee must be disclosed prior to the completion of the transaction, for the cardholder to decide whether to cancel the transaction and pay by another,

no-cost method.

- C. In the event of a refund or reconciliation of payment made by the cardholder, the service fee is not included in any refund.
- D. Any changes to service fee amount will be treated as a contract amendment with the software vendor and/or third-party payment process and will require Council approval.

**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. Resolution No. 2113-2022 is hereby repealed in its entirety and replaced with this restated resolution.

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

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

**SECTION 6. EFFECTIVE DATE.** This resolution shall become effective 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



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director, Beaches Energy
DATE:	April 20, 2026
SUBJECT:	Resolution No. 2207-2026 Authorizing an Addendum to the Gas Services Agreement with Florida Gas Utility

**BACKGROUND**

At the City Council Special Briefing on April 28, 2025, Beaches Energy Director Allen Putnam and Katie Hall of Florida Gas Utility (FGU) discussed a hedging program, and presented an opportunity for the City to enter into a long-term pre-paid natural gas supply agreement. Both items were approved by Council through Resolution Nos. 2194-2025 and 2195-2025. The long-term pre-paid natural gas supply agreement was not executed due to a change in market conditions and the offered discount no longer being available. Since that time, a similar long-term pre-paid natural gas supply opportunity has become available through a different supplier, Black Belt Energy. The proposed agreement would have a 30-year term and provide natural gas at a discounted rate of at least \$0.50 per dekatherm (Dth) below market pricing. The agreement also includes a re-pricing provision that may be exercised no earlier than five years and no later than 10 years after execution. Any revised pricing must continue to provide a minimum discount of \$0.20 per Dth. If that minimum discount cannot be maintained at the time of re-pricing, the City may terminate the agreement without penalty.

**History**

The City did not exercise the prior option due to changes in market conditions. Approval of this agreement would also require the repeal of Resolution No. 2194-2025. Under the current agreement, the City would commit to purchase up to 80% of its average monthly volume. The City would remain responsible for that volume regardless of actual consumption, unless a qualifying event occurs. However, both Florida Municipal Power Agency (FMPA) and FGU have verbally indicated, with a high degree of confidence, that they would purchase excess gas in any month the City does not meet the required volume threshold. The hedging program approved by Council under Resolution No. 2195-2025 would operate in conjunction with this prepay program. The pre-paid discount would apply to any hedged volumes. Execution of the agreement remains subject to market conditions.

**FINANCIAL IMPACT**

The cost of natural gas is included in the annual budget.

**REQUESTED ACTION**

Adopt/Deny Resolution No. 2207-2026 authorizing an addendum to the Gas Services Agreement, permitting Florida Gas Utility to act on the City’s behalf in entering into a pre-paid natural gas transaction with Black Belt Energy

**ATTACHMENTS**

- Resolution No. 2207-2026 Authorizing Directive for Black Belt Energy Gas Prepay

AGENDA ITEM:	B.
MEETING DATE:	April 20, 2026



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

2. Memo - Resolution No. 2194-2025 Authorizing an Addendum to the Gas Services Agreement with Florida Gas Utility
3. Resolution No. 2194-2025

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2207-2026**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CITY'S GAS SERVICES AGREEMENT WITH FLORIDA GAS UTILITY; PROVIDING FOR ADOPTION OF RECITALS, ADMINISTRATIVE ASSIGNMENT AND AUTHORIZATION, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Gas Utility ("FGU") was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on July 1, 1996, and thereafter amended and restated by the Second Amended and Restated Interlocal Agreement dated as of July 27, 1999, and thereafter amended and restated by the Third Amended and Restated Interlocal Agreement dated as of March 25, 2011 (the "Interlocal Agreement"); and

**WHEREAS**, in order to take advantage of perceived opportunities created by the restructuring of natural gas services, FGU was established between and among several public agencies for the purpose of achieving savings through joint services for FGU Members; and

**WHEREAS**, the City of Jacksonville Beach, Florida ("City") and FGU entered into a *Gas Services Agreement* dated October 1, 2019 (the "Agreement") and the parties now desire to amend said Agreement by way of a Directive Confirmation and Addendum ("Directive") to allow the City to participate in a gas pre-pay transaction initiated by Black Belt Energy, which is detailed in the *Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Black Belt Energy Transaction 2026*; and

**WHEREAS**, a previously approved gas pre-paid transaction with Municipal Gas Authority of Georgia was never completed due to changing market conditions, and Section 4 of this Resolution expressly repeals the prior Resolution approving such transaction; and

**WHEREAS**, to participate in the gas pre-pay transaction with Black Belt Energy, the City must execute the Directive to serve as an addendum to the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF 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. AUTHORIZATION TO EXECUTE DIRECTIVE.** The Mayor and City Manager are hereby authorized to execute the Directive attached hereto as Exhibit A to serve as an Addendum to the Agreement with FGU.

**SECTION 3. ADMINISTRATION ASSIGNMENT AND AUTHORIZATION.** The City Council hereby authorizes and directs the City Manager to commence all steps necessary to

implement and administer the Directive, and to delegate any tasks and activities relative thereto and in furtherance thereof to a designee as the City Manager deems appropriate in his sole discretion.

**SECTION 4. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS.** Resolution No. 2194-2025 and all other prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

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

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

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2026.**

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, City Attorney



## DIRECTIVE CONFIRMATION AND ADDENDUM

TO: Katie Hall, General Manager & CEO, Florida Gas Utility

FROM: Beaches Energy (referred to in this Directive as "Participant")

SUBJECT: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement – Black Belt Energy Transaction 2026

This directive and authorization ("Directive") is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2019 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Section 3 of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Black Belt Energy ("BBE"). Under the proposal, BBE has offered initial discounted pricing of at least \$0.50/Dth off Inside FERC First of Month Index for the applicable geographic zone, for a 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five- to ten-years, that will occur thereafter at approximate five- to ten-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.20/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation for any re-pricing period(s) where the Variable Discount is less than the Minimum Discount. If the Variable Discount achieved during any re-pricing period is at or above the Minimum Discount, then the Participant may or may not agree to an extension of the term of the transaction for a period equal to the expiring re-pricing period. FGU shall contact Participant in advance of making a final decision regarding the term extension for final approval or rejection. For the avoidance of doubt, the commitment to purchase firm quantities of gas shall not be any longer than 30 years after any term extension. BBE also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the BBE offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "BBE Transaction Documentation"). FGU is willing to enter into the BBE Transaction Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in BBE's offer. This Directive will not become effective until FGU executes and enters into the BBE Transaction Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the BBE Transaction Documentation and the Agreement (the "Transaction"):

- Term:** For a term of 30 years starting on or about November 1, 2026, subject to BBE's termination rights under the BBE Transaction Documentation and Participant's termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.
- Quantity:** 647 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;
- 423 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction;
- Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant's gas supply requirements as otherwise permitted under Section 3 of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant's gas requirements as contemplated in Section 3(a) of the Agreement and shall be transported to Participant pursuant to Section 3(e) of the Agreement.
- Price:** Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be at least \$0.50/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth to tenth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the BBE Transaction Documentation as described below.
- Location:** Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU's General Manager in accordance with the BBE Transaction Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the BBE Transaction Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the BBE Transaction Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the BBE Transaction Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the BBE Transaction Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in connection with its obligations arising under or in respect of the BBE Transaction Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on

Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the BBE Transaction Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the BBE Transaction Documentation shall control.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	May 5, 2025
SUBJECT:	Resolution No. 2194-2025 Authorizing an Addendum to the Gas Services Agreement with Florida Gas Utility

**BACKGROUND**

At the City Council Special Briefing held on April 28, 2025, Beaches Energy Director, Allen Putnam, along with Katie Hall of Florida Gas Utility (FGU), presented an opportunity for the City to enter into a long-term natural gas supply agreement.

The proposed agreement would span a term of 30 years and provide natural gas at a discounted rate of \$0.60 per dekatherm (dth) below market prices. The agreement includes a re-pricing provision, which may occur after a minimum term of five years. Any future pricing must continue to include a minimum discount of \$0.23/dth.

Should the required minimum discount of \$0.23/dth not be maintained at the time of re-pricing, the agreement may be terminated without penalty.

**FINANCIAL IMPACT**

The cost of natural gas is included in the annual budget, no adjustments are required.

**REQUESTED ACTION**

Adopt/Deny Resolution No. 2194-2025 authorizing an addendum to the Gas Services Agreement, permitting Florida Gas Utility to act on the City's behalf in entering into a pre-paid natural gas transaction with the Municipal Gas Authority of Georgia

**ATTACHMENTS**

1. Resolution No. 2194-2025
2. Resolution No. 2194-2025 Attachment - Addendum to the Gas Services Agreement with Florida Gas Utility

Introduced by: Council Member Dan Janson  
Adopted: May 5, 2025

**RESOLUTION NO. 2194-2025**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CITY'S GAS SERVICES AGREEMENT WITH FLORIDA GAS UTILITY; PROVIDING FOR ADOPTION OF RECITALS, ADMINISTRATIVE ASSIGNMENT AND AUTHORIZATION, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Gas Utility ("FGU") was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on July 1, 1996, and thereafter amended and restated by Second Amended and Restated Interlocal Agreement dated as of July 27, 1999, and thereafter amended and restated by Third Amended and Restated Interlocal Agreement dated as of March 25, 2011 (the "Interlocal Agreement"); and

**WHEREAS**, in order to take advantage of perceived opportunities created by the restructuring of natural gas services, FGU was established between and among several public agencies for the purpose of achieving savings through joint services for FGU Members; and

**WHEREAS**, the City of Jacksonville Beach, Florida ("City") and FGU entered into a *Gas Services Agreement* dated October 1, 2019 (the "Agreement") and the parties now desire to amend said Agreement to allow the City to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG") detailed in what is titled the *Firm Gas Supply Authorization Under Gas Services Agreement – MGAG Pending Transaction 2025B*, which has been previously delivered to the City; and

**WHEREAS**, the City must execute the Directive ("Directive"), a copy of which is attached hereto, to serve as an addendum to the Agreement in order to participate in the aforementioned gas pre-pay transaction.

**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. AUTHORIZATION TO EXECUTE DIRECTIVE.** The Mayor and City Manager are hereby authorized to execute the Directive to serve as an Addendum to the Agreement with FGU.

**SECTION 3. ADMINISTRATION ASSIGNMENT AND AUTHORIZATION.** The City Council hereby authorizes and directs the City Manager to commence all steps necessary to implement and administer the Directive, and to delegate any tasks and activities relative thereto and in furtherance thereof to a designee as the City Manager deems appropriate in his sole discretion.


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

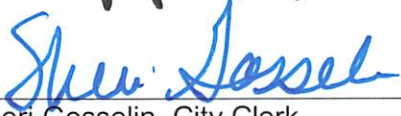
**SECTION 5. SEVERABILITY.** If any section, subsection, clause, or provision of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this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

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

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

AUTHENTICATED THIS 5<sup>th</sup> DAY OF May, A.D., 2025.

  
\_\_\_\_\_  
Christine H. Hoffman, Mayor

  
\_\_\_\_\_  
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
David Migut, City Attorney



BEACHES | ENERGY  
SERVICES

To: Katie Hall, General Manager & CEO  
Florida Gas Utility

From: City of Jacksonville Beach d/b/a Beaches Energy Services (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement - MGAG Pending Transaction 2025B

This directive and authorization ("Directive") is given pursuant to the Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2019 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Section 3 of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial minimum discounted pricing of \$0.60/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. If the Variable Discount achieved during any re-pricing period is at or above the Minimum Discount, then the Participant may or may not agree to an extension of the term of the transaction for a period equal to or less than the expiring re-pricing period. FGU shall contact Participant in advance of making a final decision regarding the term extension for final approval or rejection. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "MGAG Pending Transaction 2025B Documentation"). FGU is willing to enter into the MGAG Pending Transaction 2025B Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the MGAG Pending Transaction 2025B Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the MGAG Pending Transaction 2025B Documentation and the Agreement (the "Transaction"):

**Term:** For a term of up to 30 years starting no earlier than November 1, 2025, subject to MGAG's termination rights under the MGAG Pending Transaction 2025B Documentation and Participant's termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

**Quantity:** 485 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;

686 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant's gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant's gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

**Price:** Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be a minimum of \$0.60/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the MGAG Pending Transaction 2025B Documentation as described below.

**Location:** Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU's General Manager in accordance with the MGAG Pending Transaction 2025B Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the MGAG Pending Transaction 2025B Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the MGAG Pending Transaction 2025B Documentation.

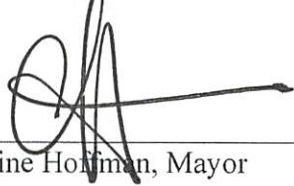
Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the MGAG Pending Transaction 2025B Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the MGAG Pending Transaction 2025B Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in

connection with its obligations arising under or in respect of the MGAG Pending Transaction 2025B Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the MGAG Pending Transaction 2025B Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the MGAG Pending Transaction 2025B Documentation shall control.

**THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S PENDING TRANSACTION 2025B AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.**

**CITY OF JACKSONVILLE BEACH, FLORIDA  
D/B/A BEACHES ENERGY SERVICES**



Christine Hoffmann, Mayor



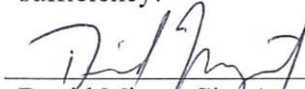
Michael Staffopoulos, City Manager

ATTEST:



Sheri Gosselin, City Clerk

Approved as to form and legal  
sufficiency:



David Migut, City Attorney

05/13/2025

Date Signed



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director, Beaches Energy
DATE:	April 20, 2026
SUBJECT:	Resolution No. 2212-2026 Adopting the Revised Franchise Agreement with the City of Neptune Beach for Electric Services

**BACKGROUND**

The City of Neptune Beach (“Neptune Beach”) and the City of Jacksonville Beach, doing business as Beaches Energy Services (“Beaches Energy”), have negotiated a new Franchise Agreement to supersede and replace the 2002 Electric Service Agreement. A prior resolution, No. 2205-2025, was previously introduced in connection with this agreement. That resolution is repealed by Resolution No. 2212-2026. The new resolution reflects updated agreement language, specifically the inclusion of additional provisions related to streetlight replacement and fixture selection, as requested by Neptune Beach. The proposed agreement incorporates updates intended to promote reliable electric service, improve coordination for future undergrounding of utilities, and clarify the respective rights and obligations of both parties.

**Major Carry-Overs from the 2002 Agreement:**

1. Payment in Lieu of Taxes (PILOT) – Section 7

- The existing PILOT rate of \$0.00302 per kilowatt-hour remains unchanged.
- Payments will continue to be made monthly in lieu of applicable taxes.

2. Provision of Electric Service – Section 3

- Beaches Energy will continue to provide reasonably uninterrupted electric service.
- Force majeure provisions remain consistent with prior language.

3. Use of Public Rights-of-Way – Sections 1 and 4

- Beaches Energy retains the right to construct, operate, and maintain facilities within public rights-of-way.
- Relocation obligations for roadway and infrastructure projects remain unchanged.

4. Audit Rights – Section 15

- Neptune Beach retains the right to audit records related to electricity sales and franchise fee payments.

AGENDA ITEM:	C.
MEETING DATE:	April 20, 2026



## **Substantive Changes and Updates**

### **1. Undergrounding of Utilities – Section 6**

- Establishes enhanced cooperation between the parties for undergrounding electric and related utility infrastructure.
- Beaches Energy will provide cost estimates to support planning efforts.
- Neptune Beach may utilize third-party contractors, subject to Beaches Energy standards and inspection.
- Costs associated with aesthetic-driven undergrounding will be the responsibility of Neptune Beach.
- Beaches Energy retains authority over means and methods of underground conversion.

### **2. Franchise Term and Termination – Section 2**

- Establishes a 30-year term with automatic year-to-year renewal thereafter.
- Clarifies default provisions, dispute resolution processes, and available remedies.

### **3. Sale of Electric System – Section 11**

- Requires public meetings, with Neptune Beach Council representation, prior to approval of any system sale.

### **4. Change in Law / Competitive Service – Section 14**

- Provides protections to Beaches Energy in the event of legislative or regulatory changes that introduce competition.

### **5. Streetlighting and LED Conversion – Section 9**

- Commits to continued conversion to LED lighting using commercially reasonable standards.

Includes additional language providing Neptune Beach with greater input in the selection of streetlight fixtures and replacement standards.

### **6. Joint Use of Infrastructure – Section 10**

- Clarifies that joint use agreements will not impede undergrounding initiatives.
- Beaches Energy will encourage removal of overhead facilities following undergrounding, without guarantee.



7. Preliminary Dispute Resolution – Section 22

- Establishes a structured, in-person meeting requirement between senior leadership prior to litigation or arbitration.

8. Definitions and Assignment – Section 19

- Updates definitions and assignment provisions to ensure clarity and enforceability.

The proposed Franchise Agreement preserves the core financial and operational framework established in the 2002 agreement while incorporating modern provisions to support infrastructure improvements, particularly undergrounding initiatives. It also enhances coordination between the parties and clarifies responsibilities in a manner that supports both public interest objectives and utility operations. Neptune Beach conducted the first reading of its approving ordinance on December 1, 2025. During that meeting, its City Council requested revisions to Section 9 (Streetlight Facilities Installation and Maintenance) to provide greater input in fixture selection. The revised language, developed collaboratively by both parties, has been incorporated into the agreement and reflects discussions held at the December 8 Council briefing.

FINANCIAL IMPACT

There is no change to the existing PILOT rate. Financial impacts related to undergrounding projects will be borne by Neptune Beach when driven by aesthetic considerations.

REQUESTED ACTION

Adopt/Deny Resolution No. 2212-2026 adopting the revised City of Neptune Beach Franchise Agreement and authorizing the Mayor and City Manager to countersign the Franchise Agreement upon adoption

ATTACHMENTS

1. Resolution No. 2212-2026 Adopting Revised Neptune Beach Franchise Agreement

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2212-2026**

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

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

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

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

**WHEREAS**, after the adoption of Resolution No. 2205-2025, which adopted the City of Neptune Beach Franchise Agreement and authorized the Mayor and City Manager to countersign the Franchise Agreement upon adoption by the City of Neptune Beach, the City of Neptune Beach made substantive revisions to the Franchise Agreement, thereby requiring further consideration by the City of Jacksonville Beach City Council.

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

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

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

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

**SECTION 4. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS.** Resolution No. 2205-2025 and all other prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

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

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

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025.**

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, City Attorney

**SPONSORED BY:**  
**MAYOR CORRINE BYLUND**



**ORDINANCE NO. 2025-19**

**A BILL TO BE ENTITLED**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Streetlight Facilities Installation and Maintenance. The Grantee shall provide streetlighting service and private lighting service pursuant to its tariffs as approved by the City Council of Jacksonville Beach. The Grantee commits to work toward converting its existing streetlighting and private lighting luminaires to Light Emitting Diode (LED) technology as expeditiously as possible, consistent with commercially reasonable principles in the best interests of all of Grantee's customers, including, as appropriate, development of new cost-based tariffs applicable to streetlighting service using LED luminaires. Grantee will use reasonable efforts to coordinate with its customers regarding quality and other characteristics of LED lighting, such as lumens, subject to economic considerations and applicable regulatory requirements regarding illumination. Grantee further acknowledges that future changes to outdoor lighting will provide a quality and quantity of light (*i.e.*, shielding, lumens, diminishing light pollution, etc.) that is no less than available as of the date of this agreement for Grantee. For clarity and future reference, Exhibit A

attached hereto lists the fixtures that are available as of the effective date of this Franchise Agreement. Further, if Grantor desires different outdoor lighting in the future that is not stocked by Grantee, Grantor shall bear the costs of such different facilities, which will be stocked and held in inventory by Grantee upon payment of the same by Grantor.

Section 10. Joint Use of Poles, Conduits, and Similar Facilities. The Grantee shall have the right to enter into such contracts or agreements concerning the joint use of, or attachment to, its poles, conduits, or other facilities for the furnishing of telephone, telegraph, cable television, broadband, internet, and similar or other services as it may in its discretion desire. No such joint use or attachment agreements shall be construed or applied to limit or restrict the Grantor's plans to convert existing utility facilities from overhead to underground facilities and service, except that the Grantee hereby expressly disclaims any promise to the Grantor that undergrounding will eliminate all above ground facilities that are subject to joint use or other attachment agreements. The Grantee agrees to use its reasonable efforts to cause counterparties under its joint use or other attachment agreements to remove facilities from existing poles after undergrounding of the Grantee's Facilities, but nothing in this Section 10 or otherwise is a guarantee or promise that the Grantee will secure such counterparties' agreement and cooperation. Any and all income derived from said joint use or other attachment agreements shall accrue solely and exclusively to the Grantee; provided, however, nothing herein shall be construed to prevent either the granting of a franchise for any such services by the City of Neptune Beach to any providers thereof or the retention of all income from such franchises by the Grantor.

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

Section 12. Default by Grantee. Failure on the part of the Grantee to comply in any material respect with any of the provisions of this Franchise Agreement shall be grounds for forfeiture of Grantee's rights and privileges hereunder, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal by either Party) by a court of competent jurisdiction that the Grantee has failed to comply in a material respect with any of the provisions, terms, or requirements of this Franchise Agreement, and the Grantee shall have six months after such final determination to cure the default before a forfeiture shall result. The Grantor, in its sole discretion, may grant additional time to the Grantee for compliance.

Section 13. Default by Grantor. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this Franchise Agreement, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than

unreasonable interference with vehicular (including motor and bicycle) or pedestrian traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this Franchise Agreement; or (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this Franchise Agreement and entitle the Grantee to withhold a portion of the payments provided for in Section 7 hereof, such portion being demonstrably commensurate with any cost or loss suffered by Grantee as a result of the Grantor's action, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination, after the expiration or exhaustion of all rights of appeal by either Party, in the matter. The Grantor recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as may be provided by law. The Grantee recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as may be provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 8 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers during the term of this Franchise Agreement.

Section 14. Change in Law. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality, or political subdivision of either of them having jurisdiction), any person is permitted to provide electric service

within the incorporated areas of the Grantor to a Customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this Franchise Agreement if such competitive disadvantage is not remedied to the reasonable satisfaction of the Grantee within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the obligations of the Grantee hereunder that cause the competitive disadvantage. The Grantee and the Grantor shall then have 90 days in which to negotiate an amendment to this Franchise Agreement that eliminates such competitive disadvantage, as determined in the reasonable discretion of the Grantee. If such competitive disadvantage is not so eliminated within said time period, the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 15. Audit; Accuracy of Billing. (a) The Grantor may, upon reasonable notice and within 90 days after the end of each fiscal year of the Grantor, at the Grantor's expense, examine and audit the records of the Grantee relating directly to the calculation of the Franchise Fee payments for the five years preceding the end of such fiscal year. Such examination shall be during normal business hours at the Grantee's office where such records are maintained, or as otherwise mutually agreed in writing by the Parties. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing.

Information identifying the Grantee's Customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. This provision shall survive termination of this Franchise Agreement.

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

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

terminated by either Party pursuant to this provision of this Franchise Agreement, the Grantee expressly recognizes and agrees that the Grantor's Right to Purchase pursuant to Section 2(b) shall survive any such termination and thereupon immediately vest in Grantor.

Section 17. Entire Agreement. This Franchise Agreement is intended to constitute the sole and entire agreement between the Grantor and Grantee with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations with respect to the subject matter hereof not expressly set forth in this Franchise Agreement are of no force or effect, and this supersedes all prior drafts and verbal or written agreements, commitments, or understandings with respect to the subject matter hereof, which shall not be used to vary or contradict the expressed terms herein. Both Parties have been represented by counsel of their choosing with regard to this Franchise Agreement. The Parties agree expressly that the Franchise Fee provisions set forth herein were freely bargained for and represent fair consideration for the terms provided by the Grantor to Grantee under this Franchise Agreement and that each Party agrees not to contest the amount of the Franchise Fee provided herein, excepting any changes resulting from the application of the Favored Nations provisions in Section 11 hereof.

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

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

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

Section 21. Governing Laws; Compliance with Federal, State, and Local Laws. This Franchise Agreement shall be governed and construed by the applicable laws of the United States, State of Florida, and the Codes and Ordinances of the Grantor to the extent not preempted. The Parties agree to comply with and observe all applicable Federal, State, and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Section 22. Preliminary Dispute Resolution. The Parties agree that it is in each of their respective best interests to avoid costly litigation or arbitration as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that in the event of any dispute between the Parties, senior management of each Party will engage in an in-person meeting to attempt to resolve any dispute within thirty (30) days of notification of the dispute or as mutually agreed to by the Parties; the Parties further

agree to continue discussions toward resolving the dispute for a reasonable time relative to the nature and complexity of the dispute. Such meeting and discussions shall be required prior filing an action in an appropriate court, unless either Party determines that it will be irreparably harmed as a result of such delay.

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

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

To the City:

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

To Grantee:

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

Copy to:

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

Copy to:

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

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

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

Section 26. Acceptance of Franchise Agreement; Effective Date. This Ordinance shall be effective to create the Grantee's right to accept the Franchise Agreement under the terms and conditions set forth herein as of the date of its adoption by the City. As a condition precedent to the full effectiveness of the Franchise Agreement embodied in this Ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of the Grantor's adoption of this Ordinance. The date upon which the Grantee files such acceptance shall be the "Effective Date" of the Franchise Agreement as between the City of Neptune Beach and the City of Jacksonville Beach, d/b/a Beaches Energy Services.

**VOTE RESULTS OF FIRST READING AND FIRST READING:**

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

Passed at First Reading this 1<sup>st</sup> day of December, 2025


**VOTE RESULTS OF SECOND READING AND FINAL READING:**

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

Passed at Second Reading this 6<sup>th</sup> day of April, 2026.

**CITY OF NEPTUNE BEACH**


  
 \_\_\_\_\_  
 Corrine A. Bylund, Mayor

  
 \_\_\_\_\_  
 Richard Pike, City Manager

ATTEST:

Approved as to form and legal sufficiency:

  
 \_\_\_\_\_  
 Catherine Ponson, City Clerk

  
 \_\_\_\_\_  
 Paul Waters, City Attorney

April 6, 2026  
 \_\_\_\_\_  
 Date Signed



**CITY OF JACKSONVILLE BEACH**

\_\_\_\_\_  
Christine Hoffman, Mayor

\_\_\_\_\_  
Michael Staffopoulos, City Manager

Approved as to form and legal  
sufficiency:

ATTEST:

\_\_\_\_\_  
Molly Alleger, City Clerk

\_\_\_\_\_  
David Migut, City Attorney

\_\_\_\_\_  
Date Signed

# **EXHIBIT A**

**Beaches Energy Services Dusk to Dawn Lighting Service**

**Monthly Base Cost Calculator**

**Effective as of April 2026**



# Beaches Energy Services Dusk to Dawn Lighting - Monthly Base Cost Calculator








base rates based on City of Jacksonville Beach Resolution number 2174-2024

**Lighting Project (name and area or address):**

< Lighting Project >

## Monthly Base Rental Rate Schedule for each Light - per COJB Resolution no. 2174-2024 (years 2025-2034)

		Light style name / Light type	Wattage/type	cost
<p>ARCH (modern Architectural style) LED</p> 		<p><b>Architectural Post Top - ARCH / 3,000 degree-K T3</b> modern architectural style with matching pole</p>	40W-49W	\$ 37.26
<p>HIST (Gran Ville style)</p> 		<p><b>Gran Ville - HIST / with fluted fiberglass pole and base / 3,000 degree-K T2U</b> (also pertains to remaining 100W HPS* and 70W MH** of the same style)</p>	30W-39W	\$ 23.44
<p>STAN (Colonial style) LED</p> 		<p><b>Colonial - STAN / with embed type fiberglass pole / 2,700 degree-K T2U</b> (also pertains to remaining 100W HPS* of the same style)</p>	50W-59W	\$ 10.58
<p>WFS (Colonial style) LED</p> 		<p><b>Colonial Wildlife Friendly Standard Post-Top - WFS / 590 nm T2U</b> with embed type fiberglass pole</p>	30W-39W	\$ 11.72
<p>URBS PA1 T2U LED</p> 		<p><b>Urban Roadway Small - URBS ("Nano") / 2.700 degree-K T2U PA1</b> (also pertains to remaining 100W HPS* NEMA, 175W MV*** NEMA, and 70W HPS* Cobra-flat-lens)</p>	60W-69W	\$ 7.40
<p>Former: 100W HPS* or 175W MV*** NEMA</p> 	<p>Former 70W HPS* Cobra Flat Lens</p> 			
<p>URBM PA2 T2U LED Black Mongoose mount (may also be standard arm)</p> 		<p><b>Urban Roadway Medium - URBM / 2,700-degree-K T2U PA2</b> (also pertains to remaining 250W MH** Mongoose fixture)</p>	140W-149W	\$ 11.99
	<p>Former Mongoose</p> 			

mounted)				
MAJM LED		<b>Major Roadway Medium - MAJM / 3,000-degree-K T3 PA2</b> (also pertains to remaining 250W Cobra (HPS*, MH**, MV***) and 250W HPS* Cobra-flat-lens	<b>130W-139W</b>	\$ 11.99
		Former Cobra (standard)		
MAJL LED		<b>Major Roadway Large - MAJL / 3,000-degree-K T3 PA3</b> (also pertains to remaining 400W (HPS*, MH**, and MV***)	<b>200W-209W</b>	\$ 13.96
		Former Cobra (standard)		
WFRL 590 nm LED		<b>Wildlife Friendly Roadway Large - WFRL / 590 nm T2U PA3</b>	<b>90W-99W</b>	\$ 15.48
	AREA (Flood type light) LED		<b>Area Flood Light - AREA / LED</b> (also pertains to remaining 1000W MH** and 1000W MV*** Flood Lights)	<b>390W-399W</b>
		former old MH** Flood Light on Pole		\$ 17.03
HPS* = high pressure Sodium / MH** = Metal Halide / MV*** - Mercury Vapour				



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Taylor Mobbs, CRA Coordinator
DATE:	April 20, 2026
SUBJECT:	Resolution No. 2215-2026 Establishing a Boardwalk Activation Pilot Program

**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, the City Council approved proposed Ordinance No. 2026-8233, 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. The attached Resolution establishes the two-year Boardwalk Activation Pilot Program.

**FINANCIAL IMPACT**

No immediate known financial impact.

**REQUESTED ACTION**

Adopt/Deny Resolution No. 2215-2026 establishing a boardwalk activation pilot program

**ATTACHMENTS**

1. Resolution No. 2215-2026 Boardwalk Activation Pilot Program

Introduced by: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2215-2026**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A BOARDWALK ACTIVATION PILOT PROGRAM; PROVIDING FOR DURATION AND EXPIRATION; AND PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER’S ERRORS, AND AN EFFECTIVE DATE.**

**WHEREAS** the City of Jacksonville Beach (“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.

**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. BOARDWALK ACTIVATION 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 established as follows:

- (a) *Purpose.* The purpose of the Boardwalk Activation Pilot Program is to introduce low-cost, temporary activations and allow businesses to utilize adjacent boardwalk spaces in a structured manner. Below is a list of potential uses and associated rules to ensure safety, accessibility, and a positive user experience.
- (b) *Temporary pop-up activations.* Temporary pop-up activations are short-term activities that help test engagement levels and gather community feedback.
  - (1) Allowed uses:
    - i. Pop-Up retail and vendors. Rotating artisan markets, craft fairs, and small business showcases.
    - ii. Mobile food vendors. Designated areas for mobile food vendors (NO alcohol vendors).

- iii. Community art installations. Temporary murals, sculptures, or interactive art pieces.
- iv. Seasonal and thematic events. Farmers' markets, holiday-themed pop-ups, or cultural festivals.

(2) Rules and guidelines:

- i. Vendors and performers shall obtain a boardwalk event permit.
- ii. Designated vendor zones will be established by the City to prevent overcrowding.
- iii. Sound levels must be managed to avoid disturbances to businesses and residents, and in accordance with all City ordinances.
- iv. Setup and teardown must occur within two hours before and two hours after each event.
- v. Events must provide their own waste management plan.

(c) *Semi-permanent business use of adjacent boardwalk spaces.* Semi-permanent business use of adjacent boardwalk spaces allows businesses to activate spaces directly in front of their establishments with defined rules and guidelines.

(1) Allowed uses:

- i. Outdoor dining areas. Restaurants and cafés may extend seating onto the boardwalk and shall fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- ii. Retail displays and merchandise stands. Retail establishments may showcase products outdoors within a defined footprint.
- iii. Branded activation zones. Businesses may host promotional pop-ups, tasting stations, or interactive experiences.
- iv. Entertainment and live music. Bars or restaurants may feature small acoustic performances subject to the provisions of Sec. 18-7, City Code of Ordinances.

(2) Rules and guidelines:

- i. Businesses shall apply for a boardwalk event permit.
- ii. Outdoor spaces shall not obstruct pedestrian pathways or emergency access routes.
- iii. Furniture and displays shall be easily removable and comply with aesthetic standards, as spelled out in the outdoor dining program application.
- iv. Hours of operation for outdoor spaces will be regulated.
- v. Businesses shall maintain cleanliness and adhere to waste disposal policies.

(d) *Public amenities and enhancements.*

(1) Allowed uses:

- i. Public Seating Areas. Movable chairs, tables, and benches to encourage social gathering.
- ii. Shade and cooling stations. Temporary umbrellas or shaded structures.
- iii. Wayfinding and informational signage. Maps, historical markers, and event notifications subject to the provisions of Chapter 34, Article VII, Division 4. – Sign Standards.
- iv. Temporary lighting enhancements. String lights or lanterns to improve ambiance and safety in accordance with any local and state sea turtle protection ordinance(s).
- v. Bike and scooter parking zones. Designated areas to reduce clutter and enhance accessibility in endzone intersections.

(2) Rules and guidelines:

- i. Businesses shall apply for a boardwalk event permit.
- ii. Seating and shade structures shall be maintained by designated parties.
- iii. All amenities and enhancements shall fully comply with all requirements of the Americans with Disabilities Act as currently existing or as may be hereafter amended.
- iv. Temporary lighting shall not create excessive glare for businesses or residents and shall comply with and local and state turtle lighting ordinances/laws.
- v. Bike and scooter parking shall be placed in designated end zones to prevent obstructions.

(e) *Emergency and pedestrian access.* The western portion of the Boardwalk shall be utilized for the purpose of this pilot program. The area east of the solid concrete dividing line on the Boardwalk shall be utilized for general public pedestrian traffic and emergency access.

(f) *Indemnification.* The holder of a boardwalk event permit agrees to and does by its operation of a boardwalk event as outlined herein, 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 operator's activity on the occupied premises. The operator shall provide indemnification to the city in writing on a form provided by the city attorney.

(g) *Insurance required.* It shall be unlawful to operate a boardwalk event unless the applicant furnishes in a form acceptable to the city attorney evidence of commercial general liability insurance or event 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 boardwalk event at any time the insurance required by this section is not maintained and evidence of its continuance filed with the city.

- (h) *Liabilities assumed.* The issuance of a boardwalk event permit shall not be construed or interpreted to convey any vested property rights or any leasehold rights or interests to any person or business. Permittee's use of the boardwalk is subject to the rights of utility companies pursuant to franchise or easement. Prior to acceptance of a permit, a permittee shall acknowledge that permittee has inspected the boardwalk area and has determined that the area is suitable for its purposes and that it assumes all risks associated with its use of such area.
- (i) *Violations and penalties.* Violation of any portion of this Resolution shall result in the revocation of the boardwalk event permit. Violators may have their permit revoked by order of the city manager.

**SECTION 3. DURATION AND EXPIRATION.** This Resolution shall take effect immediately upon adoption and remain in effect for two 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 4. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

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

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

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2026.**

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Molly Allegger, 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 20, 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. The first reading of this Ordinance was deferred from April 6, 2026, to April 20, 2026.

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 May 4, 2026

AGENDA ITEM:	A.
MEETING DATE:	April 20, 2026



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

ATTACHMENTS

1. Ordinance No. 2026-8234

AGENDA ITEM:	A.
MEETING DATE:	April 20, 2026

Introduced by: \_\_\_\_\_  
1<sup>st</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> 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:	Taylor Mobbs, CRA Coordinator
DATE:	April 20, 2026
SUBJECT:	Ordinance No. 2026-8233 Holding Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 City Code of Ordinance 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.

The City Council approved Ordinance No. 2026-8233 at its first reading held on April 6, 2026, with no amendments.

The resolution adopting the Boardwalk Activation Pilot Program is being 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**

Adopt/Deny Ordinance No. 2026-8233 on the second reading holding Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 City Code of Ordinance 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

**ATTACHMENTS**

1. 2026-8233 Business Impact Estimate
2. Ordinance No. 2026-8233 Boardwalk Activation

AGENDA ITEM:	B.
MEETING DATE:	April 20, 2026



## BUSINESS IMPACT ESTIMATE STATEMENT

Ordinance Number and Title:

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.**

**1. Summary of the Proposed Ordinance:**

This Ordinance holds Ordinance No. 4512 (1946) and Sections 7-1 and 7-2 of the City Code of Ordinances in abeyance in their entirety and authorizes the establishment of a two-year pilot program to allow activation and events on the boardwalk from Beach Boulevard to 6th Avenue North by separate Resolution.

**2. Estimate of the Direct Economic Impact of the Proposed Ordinance:**

This Ordinance will require businesses to incur direct costs, new charges and/or fees such as a boardwalk event permit and potentially event insurance depending on the activation activity.

**3. Good Faith Estimate of the Number of Businesses Likely to be Impacted by the Proposed Ordinance:**

None.

**4. Additional Information the City of Jacksonville Beach Has Determined May be Useful (If Any):**

Not applicable.

Introduced by: \_\_\_\_\_  
1<sup>st</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> 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:	Heather Ireland, Director of Planning and Development
DATE:	April 20, 2026
SUBJECT:	Ordinance Number 2026-8235 Amending Chapter 5 Animals to Allow Backyard Hens at Schools and Nonprofit Organizations

**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

AGENDA ITEM:	C.
MEETING DATE:	April 20, 2026



front or side yards.

The attached Ordinance reflects these proposed changes. The ordinance was approved on first reading at the April 4, 2026 City Council meeting with no amendments.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2026-8235 on second reading Amending Chapter 5 Animals of the City Code of Ordinances to allow back yard hens at public and private schools in residential zoning districts

ATTACHMENTS

1. 2026-8235 Business Impact Estimate
2. Ordinance No. 2026-8235 Backyard Hens Program



## BUSINESS IMPACT ESTIMATE STATEMENT

Ordinance Number and Title:

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.

**1. Summary of the Proposed Ordinance:**

This Ordinance amends 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.

**2. Estimate of the Direct Economic Impact of the Proposed Ordinance:**

This ordinance will not require businesses to incur any direct costs, nor will any new charges or fees be assessed for which businesses will be financially responsible.

**3. Good Faith Estimate of the Number of Businesses Likely to be Impacted by the Proposed Ordinance:**

None.

**4. Additional Information the City of Jacksonville Beach Has Determined May be Useful (If Any):**

Not applicable.

Introduced by: \_\_\_\_\_  
1<sup>st</sup> Reading: \_\_\_\_\_  
2<sup>nd</sup> 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.

(23) 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.

(34) 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 Allegor, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, City Attorney