



**Agenda**

**City Council**

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Monday, May 6, 2019

7:00 PM

Council Chambers

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**MEMORANDUM TO:**

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

Council Members:

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**

- 19-060 Council Workshop held April 8, 2019 (Amended)
- 19-061 Council Briefing held April 15, 2019
- 19-062 Regular Council Meeting held April 15, 2019

**ANNOUNCEMENTS**

**COURTESY OF THE FLOOR TO VISITORS**

**MAYOR AND CITY COUNCIL**

- 19-063 Proclamation for National Safe Boating Week May 18-24, 2019 presented to the U.S. Coast Guard Auxiliary 070-14-04 located in Jacksonville Beach

**CITY CLERK**

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**CITY MANAGER**

- 19-064** Presentation by the North Florida Transportation Planning Organization (TPO) Staff on the North Florida Transportation Improvement Program (TIP)
- 19-065** Authorize the Director of Beaches Energy, the Mayor and the City Manager to Execute an Interconnection Agreement with JEA
- 19-066** Award Bid Number 1819-07 for the Purchase of Group Operated Air Break (GOAB) Switches to Stuart C. Irby
- 19-067** Award Bid Number 1819-08 Fire Station #1 Rollup Doors Replacement to Overhead Door Company of Jacksonville
- 19-068** Award Bid Number 1819-09 O&M Replacement Flooring to Carpet Image
- 19-069** Approve a Contract with Blue1 Energy Equipment for the Replacement of Two above Ground Fuel Tanks at the O&M Facility
- 19-070** Award Bid Number 1819-12 Miscellaneous Water Main Replacement at Various Locations – Phase F

**RESOLUTIONS**

- 19-071** RESOLUTION 2032-2019

A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019.

**ORDINANCES**

- 19-072** ORDINANCE 2019-8117 (First Reading) (Public Hearing)

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VIII. SITE DEVELOPMENT STANDARDS DIVISION 4. SIGN STANDARDS TO PERMIT AND PROVIDE STANDARDS FOR OFF-SITE EMERGENCY WAYFINDING SIGNS FOR EMERGENCY SERVICES ONLY, FOR THE INCORPORATED AREA OF THE CITY, AND TO PROVIDE FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**19-073**      **ORDINANCE 2019-8116 (First Reading) (Public Hearing)**

AN ORDINANCE AMENDING CHAPTER 4, "ALCOHOLIC BEVERAGES", OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY AMENDING SECTION 4-2, "PROHIBITED HOURS OF SALE, CONSUMPTION, AND SERVICE", REMOVING THE ABILITY FOR NEW RESTAURANTS WITH 4-COP SRX/SFS LICENSES FROM APPLYING FOR EXTENDED HOURS OF OPERATION PERMITS; PROVIDING FOR REQUIRED SECURITY MEASURES; PROVIDING FOR ENHANCED PENALTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**ADJOURNMENT****NOTICE**

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

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

*In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, extension 10, no later than one business day before the meeting.*

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

The following City Council Members were in attendance:

**Mayor:** William C. Latham

**Council Members:** Keith Doherty      Georgette Dumont      Sandy Golding  
Christine Hoffman      Cory Nichols      Phil Vogelsang

Also present was City Manager Mike Staffopoulos.

**Purpose of Workshop**

The purpose of the workshop was to allow Jacksonville Beach residents to discuss the proposed Fire Service Agreement between the City of Jacksonville Beach and the City of Jacksonville.

**Mayor**

**Fire Service Agreement**

Mayor Latham stated the meeting would be conducted as follows:

- The International Association of Fire Fighters (IAFF) [Local 2622] would have ten minutes to speak
- The Jacksonville Beach Fire Leadership would have ten minutes to speak
- Those who completed speaker cards would have three minutes to speak alternating speakers supporting and opposing the merger

Jacksonville Beach Fire Lieutenant John McDaniel spoke on behalf of the IAFF regarding the positive impacts of the approval of the proposed Fire Services Agreement between the City of Jacksonville Beach and the City of Jacksonville.

The following employees of the Jacksonville Beach Fire Leadership spoke regarding the reasons not to approve the Fire Services Agreement between the City of Jacksonville Beach and the City of Jacksonville:

- Fire Captain/Fire Marshall Steve Sciotto
- Fire Lieutenant Jeff Nash
- Fire Captain/Shift Commander Ryan McAvoy
- Fire Chief David Whitmill

Mayor Latham opened the floor to public comments. The following people spoke in support of the Fire Services Agreement.

- Rick Knight, 827 8<sup>th</sup> Avenue North, Jacksonville Beach
- Patrick Riley, 613 Bonaire Circle, Jacksonville Beach
- Pete Ironside, 12009 21<sup>st</sup> Street North, Jacksonville Beach
- Jason Kerr, 13569 Lobo Court, Jacksonville

- Kim Sparrow, 945 Majestic Cypress Drive North, Atlantic Beach
- Randy Wyse, President of the Jacksonville Association of Fire Fighters - no address given, no card filled out

The following people spoke in opposition to the Fire Services Agreement:

- Jim Burgener, 112 5<sup>th</sup> Avenue South, Jacksonville Beach
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach; also provided the Council with a petition [on file] with 46 signatures in opposition to the Fire Services Agreement
- Lee Buck, 136 17<sup>th</sup> Avenue North, Jacksonville Beach
- John Tipton, 503 6<sup>th</sup> Street North, Jacksonville Beach
- Jenny Nash, 1307 Windy Willows Drive, Jacksonville
- Cindy Rice – no address given, no card filled out

The following people filled out speaker cards in opposition to the Fire Services Agreement but did not wish to address the Council:

- Ellen Hopkins, 1415 Pinewood Road, Jacksonville Beach
- Bonnie Moale, 509 10<sup>th</sup> Place South, Jacksonville Beach
- Donna Houston-Long, 201 25<sup>th</sup> Avenue South, Jacksonville Beach
- Bill Morgan, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Sally Morgan, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Maria Wiszniewski, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Eleanor Cass, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Tommy Stone, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Roseanne Parrotta, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Catherine Orlaski, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Ruth Corbitt, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Charles Sellers, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Bonnie Mank, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Claudette Stokes, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Lois Mullin, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Roneli Boman, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Angelo Rodriguez, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- V. P. Faff, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Susan Heckert, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Judith Earle, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Roberta Woodlief, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Sandra Ackland, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Carla Tracy, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Dee Layne, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Violet Pendergraft, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Isabel Bartilucci, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Ruth Jenkins, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Rosalind Moshowitz, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Rev. Lynne Dukes, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Margaret Allgood, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Dan Howell, 115 South 3<sup>rd</sup> Street, Jacksonville Beach

- Ann Barnie, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Betty Smith, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Beverly Justin, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Al Boon, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Dorothy Martens, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Uldarico Pacquing, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Sherry O'Brien, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Shirley Gray, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Violet Miller, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Mary Lou Geary, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Karen Bolster, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Bonnie Guillet, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Norma Saunders, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- G. Carolyn Johnson, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Debra Waters, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Janice Wood, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Marjorie Miller, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Patricia Plant, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Marie Hackett, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Anna Dillard, 115 South 3<sup>rd</sup> Street, Jacksonville Beach
- Darlene Hidenrick, 3535 Claridge Road East, Jacksonville
- Jason Hopton, 211 North 9<sup>th</sup> Street, Apt. 6, Jacksonville Beach

Mayor Latham stated the Fire Services Agreement would be heard as an agenda item at the April 15, 2019, City Council meeting.

The workshop adjourned at 6:30 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

\_\_\_\_\_  
William C. Latham, MAYOR

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

The Council Briefing began at 5:34 P.M.

The following City Council Members were in attendance:

**Mayor:** William C. Latham (late)

**Council Members:** Keith Doherty                      Georgette Dumont                      Sandy Golding  
Christine Hoffman                      Cory Nichols                      Phil Vogelsang (late)

Also present was City Manager Mike Staffopoulos.

**Purpose of Briefing**

The purpose of the briefing was to update the Council Members on projects including the following items:

**City Manager**

**Community Redevelopment Agency goals**

City Manager Mike Staffopoulos stated there is a second joint meeting between the City Council and the members of the Community Redevelopment Agency scheduled for Monday, April 29, 2019, from 5:30 P.M. until 7:00 P.M.

Conversation ensued regarding topics of discussion to be brought up at the upcoming joint meeting. The two main topics to be discussed in the upcoming joint meeting are:

- Making sure the items on the Downtown Action Plan are relevant and prioritize the remaining items
- Update and review Dix.Hite + Partners Vision Plan

**Short Term Rental Ordinance**

Mayor Latham stated businesses and people are turning residential properties into mini-hotels and vacation rentals. As of right now, there are no regulations regarding these businesses, and it is becoming a huge problem. Attorney Denise May with the City Attorney's office drafted a City Ordinance addressing this issue.

Conversation ensued regarding possible legislation, requirements, standards and the upcoming ordinance. Mr. Staffopoulos stated he would be willing to hold individual briefings with the new Council Members to give them an overview of the new ordinance. Ms. May would move the ordinance forward for first reading at an upcoming Council meeting.

The briefing adjourned at 7:02 P.M.

Submitted by: Jodilynn Byrd  
Administrative Assistant

Approved:

\_\_\_\_\_  
William C. Latham, MAYOR

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

Minutes of Regular City Council Meeting  
held Monday, April 15, 2019, at 7:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida



**OPENING CEREMONIES:**

Council Member Vogelsang provided the Invocation, followed by the salute to the flag.

**CALL TO ORDER:**

Mayor Latham called the meeting to order at 7:03 P.M.

**ROLL CALL:**

Mayor: William C. Latham

Council Members: Keith Doherty      Georgette Dumont      Sandy Golding  
Christine Hoffman      Cory Nichols      Phil Vogelsang

Also present were City Manager Mike Staffopoulos and City Attorney Susan Erdelyi.

**APPROVAL OF MINUTES:**

It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed unanimously, to approve the following minutes:

- Council Briefing held April 1, 2019
- Regular Council Meeting held April 1, 2019

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the following minutes:

- Council Workshop held on April 8, 2019.

**Amended Motion:** It was moved by Ms. Golding, seconded by Mr. Doherty, and passed unanimously, to temporarily suspend approval of the minutes from the Council Workshop held on April 8, 2019, to add the names of people who submitted speaker cards but did not speak at the workshop.

**ANNOUNCEMENTS:**

Mayor Latham presented a WaveMaker Award to Jean Haden McCormick, posthumously, and recognized Ms. McCormick as an outstanding leader in the Beaches community. Members of the McCormick family were present to receive the award and Proclamation [on file].

Ms. Hoffman commended Sam Veal for a successful Springing the Blues festival. Mayor Latham added this was the 29<sup>th</sup> year of the festival.

Ms. Golding announced there would be an At-Large candidate forum for the Jacksonville candidates on the ballot May 14, 2019. The forum is scheduled for Thursday, April 25, 2019, at 7:00 P.M., at the Community Presbyterian Church in Atlantic Beach. Ms. Golding encouraged citizens to attend and learn about the candidates because the At-Large candidates represent the Beaches.

**COURTESY OF THE FLOOR TO VISITORS:**

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about comments made at the April 15, 2019, Council Briefing about putting a parking garage downtown, and stated Council needs to address what they want to put downtown to make a parking garage work.

**MAYOR AND CITY COUNCIL:**

**CITY CLERK:**

**CITY MANAGER:**

**Item #19-057 – Accept the monthly financial reports for the month of March 2019**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to accept the monthly financial reports for the month of March 2019.

Chief Financial Officer Ashlie Gossett answered questions related to administration and maintenance costs.

**Roll Call Vote:** Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham  
The motion passed unanimously.

**Item #19-058 – Approve the San Pablo Beach South Townhomes Final Plat for Replat of Lot 4 and the west 25 feet of Lot 3, Block 49, Pablo Beach South, supporting a five-unit townhouse residential subdivision (834 4<sup>th</sup> Avenue South)**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the attached Final Plat for Replat of Lot 4 and the west 25 feet of Lot 3, Block 49, Pablo Beach South, supporting a five-unit townhouse residential subdivision (834 4<sup>th</sup> Avenue South).

Mr. Staffopoulos stated this is a standard replat required by the Land Development Code based on the development of the parcel.

**Roll Call Vote:** Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham  
The motion passed unanimously.

**Item #19-059 – Authorize the Mayor and City Manager to execute the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services**

Mayor Latham stated the agenda item has two motions, one in support and one opposed. Prior to having the Mayor Pro-Tem read the motion and take a second, Mayor Latham would open up the floor for public comment and Council would take time to listen to what the speakers had to say. Speakers would be heard alternating between those opposed and in support. The Mayor stated he would then read the names of individuals who filled out speaker cards, but did not wish to speak to Council in order to be recognized for their support or opposition. The floor would then be opened up to Council, and a motion would be sought. The first motion would be to send the

agreement through for the City Manager and Mayor to sign and take to the City of Jacksonville for their approval. The second motion would be to reject the contract as written and end the debate.

Mayor Latham opened the floor to public comments.

The following people spoke *in support* of the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services:

- Chris Younger, 3738 Sanctuary Way South, Jacksonville Beach
- Jason Kerr, 13569 Lobo Court, Jacksonville
- Kim Sparrow, 945 Majestic Cypress Drive North, Atlantic Beach
- Erin Pearson, 4333 Seabreeze Drive, Jacksonville Beach
- John McDaniel, 8043 Atama Road, Jacksonville
- William Richters, 14201 Crystal Cove Drive, Jacksonville

The following people spoke *in opposition* to the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services:

- Debra Waters, no address provided, Executive Director Pablo Towers/Pablo Hamlet
- Bruce Thomason, P.O. Box 50556, Jacksonville Beach
- Jeanell Wilson, 2014 South Oceanfront Drive, Jacksonville Beach
- Ellen Hopkins, 1415 Pinewood Road, Jacksonville Beach
- Rick Knight, 827 8<sup>th</sup> Avenue North, Jacksonville Beach
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach
- Steve Hartkemeyer, 1372 Covington Creek Drive, Jacksonville
- Jim Sorrell, 1410 Pinewood Road, Jacksonville Beach
- Leonard Proper, 1301 1<sup>st</sup> Street South, Jacksonville Beach
- Debi Donlyn, 32 Burling Way, Jacksonville Beach
- Lee Buck, 136 17<sup>th</sup> Avenue North, Jacksonville Beach

The following people *oppose* the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services, but did not wish to address the Council:

- Jason Hopton, 211 9<sup>th</sup> Street North, Apartment #6, Jacksonville Beach
- Gilbert Gardner, 1422 Pinewood Road, Jacksonville Beach
- Maureen Weber, 25 29<sup>th</sup> Avenue South, Jacksonville Beach
- Patricia H. Fisher, 2300 Azalea Drive, Jacksonville Beach
- William Collins, 622 11<sup>th</sup> Street North, Jacksonville Beach
- Victor Cymbalski, 1610 Shetter Avenue, #235, Jacksonville Beach
- Marsha Cymbalski, 1610 Shetter Avenue, Apartment 235, Jacksonville Beach
- Diane Greene, 1100 Seagate Avenue #52, Jacksonville Beach
- Barbara Bauer, 604 13<sup>th</sup> Avenue South, Jacksonville Beach
- Nalene (Tudg) Snyder, 1610 Shetter Avenue #231, Jacksonville Beach
- John and Alice Taylor, 516 10<sup>th</sup> Avenue North, Jacksonville Beach
- Monika Huntzinger, 526 18<sup>th</sup> Street North, Jacksonville Beach
- Gail Gardner, 1422 Pinewood Road, Jacksonville Beach
- Deborah Zittrauer, 17 Oakwood Road, Jacksonville Beach

- Stanley C. Wood, Jr., 883 6<sup>th</sup> Avenue South, Jacksonville Beach
- Donna Houston-Long, 201 25<sup>th</sup> Avenue South, N11, Jacksonville Beach
- James Parsons, 617 5<sup>th</sup> Street North, Jacksonville Beach
- Marie McCartney, 204 South 2<sup>nd</sup> Street, Jacksonville Beach
- Sharon Cooper, 1600 Shetter Avenue, Apartment #208, Jacksonville Beach
- Irene Kelly, 1600 Shetter Avenue, Apartment #206, Jacksonville Beach
- Olga Hernandez, 315 Beach Boulevard, Jacksonville
- Robert Hidenrick, 3535 Claridge Road East, Jacksonville Beach
- Darlene Hidenrick, 3535 Claridge Road East, Jacksonville Beach
- Residents of Pablo Towers, 115 3<sup>rd</sup> Street South, Jacksonville Beach
  - Isabel Bartilucci
  - Judith M. Earle, #805
  - Roberta Woodlief, #1105
  - Pauly George, #1006
  - Roseanne Parrotta
  - Shirley Gray, #410
  - Mary Ann Del Gaudio, #1013
  - Fae Williams, #307
  - Nancy Barcliff, #405
  - Nora Thomison, #221B
  - Barbara Miller
  - F. Chester Galbraith
  - Sandra Ackland, #1610
  - Elizabeth Kierstead, #703
  - Sherry O'Brien, #1204
  - Beverly Justin, #1306
  - Georgia E. Barnes, #320B
  - Susan Heckert, #809
  - Joan Litchfield, #206
  - Mit Pendergraft, #408
  - Sylvia J. Padgett, #907
  - Joan Ohler, #209
  - Mary Rexford, #508
  - Barbara Gordon, #905
  - Bonnie Guillet, #1411
  - Thelma Roberts, #603
  - Al Boone, #205
  - Karen Bolster, #104
  - Alice D. Gillis, #713
  - G. Carolyn Johnson, #507
  - Norma Sanders
  - Dolores Kenna, #404
  - Charlsie Rigdon, #1512
  - Cecelia Bergum, #1403
  - Joan Brown, #808
  - Joan Taylor, #509
  - Darlene McRae, #1601
  - Ofelia McClure, #510
  - Brenda McFaddin
  - Frank Scannello, #1405
  - Rey Alvarez
  - Geri Cooper, #1408
  - Rebecca Aydelette
  - Brenda J. Tschida, #1103
  - Sue Casper, #412
  - Nancy Carr, #1605
  - M. Diane Ricketts
  - Maya Teper, #802
  - George Lee Moore
  - Nancy Moore
  - Kathryn C. Steele
  - Pilar A. Picornell, #801
  - Ana Grullon, #701
  - Eloise Amos, #413
  - Mary Lou Geary, #706
  - Bill and Sally Morgan, #503
  - Diana M. Flynn, #1210
  - Lynne A. Dukes, #913
  - Michaelyn Edwards
  - Betty M. Smith, #904
  - Bruce Anastasio
  - Laura Lawrence, #306
  - Claudette Stokes
  - Nancy Gray, #804
  - Angelo Rodriguez, #810
  - Rachel McClard
  - Myrna J. Graham, #1310
  - Alan G. Kerr
  - Ruth Jenkins, #1108
  - Tamara Rezvina, #710
  - Violet Miller, #1504
  - George Pringle
  - Bonnie Mank, #215B
  - Suzanne Ferrell, #402

- Dee Layne, #213
- Jo Anne Morand, #1005
- Joyce Woods, #1213
- Betty Brannon, #211
- Lois Mullin, #308
- Sylvia Mickler Stone
- Beverly Fountain, #1102
- Pauline Collings, #1510
- Anna Dillard, #1207
- Lois Sullivan, #1301

Discussion ensued after several names from the speaker cards were read about whether the names of the people who filled out speaker cards, but were not present, should be read out loud. Mayor Latham stated he would read the names on the speaker cards submitted.

**Motion:** It was moved by Mr. Nichols and seconded by Ms. Hoffman, to continue this item until the next scheduled City Council meeting 7:00 P.M., on April 29, 2019.

**Discussion:** Mr. Nichols stated he wanted to move to continue the item to the next regularly scheduled City Council meeting because there are too many unanswered questions and not enough information to make the decision. Ms. Hoffman stated being this is a life and death level discussion, it should be given as much time as it needs. She acknowledged concerns brought up and explained we are comparing the cost benefits with what Jacksonville Beach currently has with what Jacksonville can offer. Ms. Hoffman would like to consider what the service would look like if Jacksonville Beach provided the same levels of equipment and staffing as what Jacksonville is offering. Ms. Hoffman stated she supports tabling the item.

Mr. Staffopoulos stated if the Council does vote to table the item, he would like a detailed list of the information Council would like to answer their questions. Mr. Doherty asked if staff would have enough time to get the information before the next scheduled Council meeting and suggested having another public workshop. Mr. Staffopoulos noted April 29, 2019, is not the next regularly scheduled City Council meeting, but the date of the joint City Council/ Community Redevelopment Agency meeting. Mr. Staffopoulos suggested the possibility of the Council members meeting after the joint meeting to discuss this item further. Mr. Doherty asked if a representative from the City of Jacksonville could attend to answer questions. Mr. Staffopoulos suggested he and a representative from the City Council could reach out to invite someone from the City of Jacksonville to attend. Mr. Nichols suggested providing written questions to the City of Jacksonville and invite them to attend.

**Modified Motion:** It was moved by Mr. Nichols and seconded by Mr. Doherty, to continue this item until the next regularly scheduled City Council meeting at 7:00 P.M. on May 6, 2019.

**Discussion:** Ms. Golding announced she would be out of town on May 6, 2019. Mayor Latham stated he believed all Council members should be in attendance.

**Modified Motion:** It was moved by Mr. Nichols and seconded by Mr. Doherty, to continue this item until the City Council meeting on May 20, 2019, at 7:00 P.M.

**Discussion:** Discussion ensued related to sending questions to Mr. Staffopoulos for staff to have time to get answers. It was decided by consensus to have any outstanding questions to Mr. Staffopoulos by close of business on Thursday, April 18, 2019. It was also decided by consensus to hold a public workshop at 7:00 P.M., following the joint City Council/Community

Redevelopment Agency meeting on April 29, 2019, without public comment, so Council members could discuss the issue.

**Roll Call Vote:** Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham  
The motion passed unanimously.

**RESOLUTIONS:**

**ORDINANCES:**

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 8:44 P.M.

Submitted by: Laurie Scott  
City Clerk

Approval:

\_\_\_\_\_  
William C. Latham, MAYOR

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

LS/sg

# Proclamation

## National Safe Boating Weeks

*Whereas*, boating continues to be a popular recreational activity, and people are taking to the water and enjoying time together boating, sailing, paddling and fishing; and

*Whereas*, safe boating begins with preparation. The Coast Guard estimates that human error accounts for 70 percent of all boating accidents and that life jackets could prevent nearly 85 percent of boating fatalities; and

*Whereas*, through basic boating safety procedures, carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating, we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

*Whereas*, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

*Whereas*, on average, 650 people die each year in boating related accidents in the U.S. and 76 percent of these fatalities are caused by drowning; and

*Whereas*, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

*Whereas*, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

*Now, Therefore*, I, William C. Latham, Mayor of the City of Jacksonville Beach, do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24, 2019, as

## National Safe Boating Weeks

and the start of the year-round effort to promote safe boating and urge all those who boat to practice safe boating habits and wear a life jacket at all times.

*In Witness Whereof*, I have hereunto set my hand and caused the Seal of the City of Jacksonville Beach to be affixed this 6th day of May 2019.



A handwritten signature in blue ink, which appears to read "W. C. Latham", is written over a horizontal line. The signature is located in the lower-right area of the page.

William C. Latham, Mayor

March 20, 2019

The Honorable Charlie Latham, Mayor  
City of Jacksonville Beach  
11 North 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250

Dear Mayor Latham:

The North Florida TPO is developing the *Transportation Improvement Program (TIP) for Fiscal Years 2019/2020 through 2023/2024*. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties

To increase public involvement in developing the TIP and to inform the Jacksonville Beach City Council as to the projects planned and programmed for the area, Denise Bunnewith would like to make a brief presentation at your **Monday, May 6** meeting. The presentation should take no more than 10 minutes and she will gladly answer any questions.

We look forward to meeting with you.

Sincerely,



Wanda Forrest  
Transportation Planning Manager

# NORTH FLORIDA TPO

Transportation Improvement  
Program FY 2019/20 - 2023/24

## Beaches TIP Supplement



Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
<b>ATLANTIC BLVD (SR 10) @ SAN PABLO RD (CR101A) - 4343981</b>							<b>*Non-SIS*</b>
<b>TRAFFIC SIGNAL UPDATE</b>							<b>Length: .007</b>
<b>Responsible Agency: FDOT</b>							
CST	DIH	0	0	10,184	0	0	10,184
CST	DDR	0	0	952,494	0	0	952,494
<b>Total</b>		<b>0</b>	<b>0</b>	<b>962,678</b>	<b>0</b>	<b>0</b>	<b>962,678</b>
<i>Prior Cost &lt; 2019/20</i>		<i>172,603</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>1,135,281</i>
<b>ATLANTIC BLVD (SR 10) @ THIRD ST (SR A1A) - 4435531</b>							<b>*Non-SIS*</b>
<b>INTERSECTION (MODIFY)</b>							<b>Length: .232</b>
<b>Responsible Agency: FDOT</b>							
PE	ACCM	106,000	0	0	0	0	106,000
CST	CM	0	562,428	0	0	0	562,428
<b>Total</b>		<b>106,000</b>	<b>562,428</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>668,428</b>
<i>Prior Cost &lt; 2019/20</i>		<i>0</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>668,428</i>
<b>ATLANTIC BLVD (SR 10) EB @ SAN PABLO RIVER (ICWW)BRIDGE#720044 - 4338411</b>							<b>*Non-SIS*</b>
<b>BRIDGE-REPAIR/REHABILITATION</b>							<b>Length: .445 MI</b>
<b>Responsible Agency: FDOT</b>							
CST	DIH	0	0	52,403	0	0	52,403
CST	BRRP	0	0	3,295,855	0	0	3,295,855
<b>Total</b>		<b>0</b>	<b>0</b>	<b>3,348,258</b>	<b>0</b>	<b>0</b>	<b>3,348,258</b>
<i>Prior Cost &lt; 2019/20</i>		<i>127,577</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>3,475,835</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
<b>J TURNER BUTLER (SR 202) FROM I-95 TO SR A1A - 4228782</b>							<b>*SIS*</b>
<b>ADD LANES &amp; RECONSTRUCT</b>							<b>Length: 9.562</b>
<b>Responsible Agency: FDOT</b>							
PLN	D	5,000	5,000	5,000	5,000	0	20,000
<b>Total</b>		<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0</b>	<b>20,000</b>
<i>Prior Cost &lt; 2019/20</i>		<i>750,000</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>770,000</i>

<b>J TURNER BUTLER BLVD (SR 202) @ SAN PABLO - 4394671</b>							<b>*Non-SIS*</b>
<b>INTERSECTION (MODIFY)</b>							<b>Length: .197</b>
<b>Responsible Agency: FDOT</b>							
RRU	LF	1,500,056	0	0	0	0	1,500,056
CST	LF	1,465,185	0	0	0	0	1,465,185
CST	GFSU	2,861,138	0	0	0	0	2,861,138
CST	DIH	139,249	0	0	0	0	139,249
CST	SU	6,368,257	0	0	0	0	6,368,257
<b>Total</b>		<b>12,333,885</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,333,885</b>
<i>Prior Cost &lt; 2019/20</i>		<i>1,977,997</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>14,311,882</i>

<b>JT BUTLER (SR 202) FROM PHILIPS HIGHWAY TO SRA1A - 4357571</b>							<b>*SIS*</b>
<b>ITS COMMUNICATION SYSTEM</b>							<b>Length: 12.700</b>
<b>Responsible Agency: FDOT</b>							
PE	DIH	5,000	0	0	0	0	5,000
PE	DDR	300,000	0	0	0	0	300,000
CST	DIH	0	10,530	0	0	0	10,530
CST	DDR	0	1,158,300	0	0	0	1,158,300
<b>Total</b>		<b>305,000</b>	<b>1,168,830</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,473,830</b>
<i>Prior Cost &lt; 2019/20</i>		<i>0</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>1,473,830</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
<b>MAYPORT RD (SR 101) FROM ATLANTIC BLVD (SR 10) TO NAVAL BASE - 4432941</b>							<b>*SIS*</b>
<b>SAFETY PROJECT</b>							<b>Length: 3.509</b>
<b>Responsible Agency: FDOT</b>							
CST	ACSS	0	0	2,440,818	0	0	2,440,818
CST	SA	0	0	24,332	0	0	24,332
<b>Total</b>		<b>0</b>	<b>0</b>	<b>2,465,150</b>	<b>0</b>	<b>0</b>	<b>2,465,150</b>
<i>Prior Cost &lt; 2019/20</i>		<i>0</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>2,465,150</i>

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
<b>WONDERWOOD DR (SR 116) FROM WOMPI DR TO E OF ICWW BRIDGE - 4287963</b>							<b>*SIS*</b>
<b>DRAINAGE IMPROVEMENTS</b>							<b>Length: 6.068</b>
<b>Responsible Agency: FDOT</b>							
RRU	LF	0	0	1,000,056	0	0	1,000,056
CST	LF	0	0	108,161	0	0	108,161
CST	DS	0	0	6,507,225	0	0	6,507,225
CST	DIH	0	0	27,025	0	0	27,025
PE	LF	0	0	200,056	0	0	200,056
CST	DDR	0	0	7,690,946	0	0	7,690,946
<b>Total</b>		<b>0</b>	<b>0</b>	<b>15,533,469</b>	<b>0</b>	<b>0</b>	<b>15,533,469</b>
<i>Prior Cost &lt; 2019/20</i>		<i>1,410,168</i>	<i>Future Cost &gt; 2023/24</i>		<i>0</i>	<i>Total Project Cost</i>	<i>16,943,637</i>

# **APPENDIX I**

## **Abbreviations & Acronyms**

## ABBREVIATIONS AND FUNDING SOURCES

### AGENCIES

FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
JAA	Jacksonville Aviation Authority
JTA	Jacksonville Transportation Authority
SA/STJAA	St. Augustine/St. Johns County Airport Authority

### PROJECT PHASES

ADM	Administration
CAP	Capital
CST	Construction
DSB	Design Build
ENV	Environmental
INC	Contract Incentives
LAR	Local Advance Reimbursement

MNT	Bridge/Roadway/Contract Maintenance
MSC	Miscellaneous
OPS	Operations
PD&E	Project, Development & Environment Study
PE	Preliminary Engineering
PLN	Planning
ROW	Right-of-Way Acquisition
RPY	Repayments
RRU	Railroad/Utilities

#### FUNDING SOURCES

ACBR	Advance Construction (BRT) – Federal Bridge Replacement
ACBZ	Advance Construction (BRTZ)
ACER	Advance Construction (ER)
ACCM	Advance Construction (CM)
ACEN	Advance Construction Equity Bonus National Highway
ACF0	Advance Construction for High Priority
ACIM	Advanced Construction Interstate
ACNP	Advance Construction (NHPP)

ACSA	Advanced Construction Transportation Management Areas
ACSB	Advance Construction for SABR STP Bridges
ACSE	Advanced Construction Enhancement
ACSH	Advanced Construction Hazard Elimination
ACSL	Advance Construction (SL)
ACSS	Advanced Construction Safety
ACSU	Advance Construction (SU)
BNBR	State Bonds (Statewide Bridges)
BNDS	Bond funding State
BNIR	Interstate R/W and Bridge Bonds
BRAC	Bridge Replacement
BRP	State Bridge Replacement
BRRP	State Bridge Repair and Rehabilitation
BRTZ	Federal Bridge Replacement - Off System
CIGP	County Incentive Grant Program
CM	Congestion Mitigation
CMAQ	Congestion Mitigation Air Quality
D	Unrestricted State Primary

DDR	District Dedicated Revenue (Gas Tax effective January 1, 1991)
DEM	Environmental Mitigation
DDRF	District Dedicated Matching Revenue Funds
DI	Statewide Inter/Intrastate Highways
DIH	State In-House Product Support
DIS	Strategic Intermodal System
DITS	District Intelligent Transportation Systems
DPTO	District Public Transportation Office
DS	State Primary Highways and PTO
DSBJ	I-295 Express Lanes – Capital
DU	State Primary/Federal Reimb
DWS	Weight Stations – State 100%
EB	Equity Bonus
EBNH	Equity Bonus - National Highway
EM19	GAA Earmarks FY 2019
FAA	Federal Aviation Administration
FTA	Federal Transit Administration
FTAT	FHWA Transfer to FTA (NON-BUD)
GFSU	General Fund

GMR	General Revenue for Strategic Intermodal System
GRSC	Growth Management of SCOP
HPP	High Priority Projects
HRRR	High Risk Rural Road
HSID	Intersection Crashes
HSLD	Lane Departure Crashes
HSP	Highway Safety Program
IMAC	Interstate Maintenance
IMD	Interstate Maintenance Discrete
JAA	Jacksonville Airport Authority
LF	Local Funds
LFB	Local Funds Budget
LFP	Local Funds for Participating
LFR	Local Funds/Reimbursable
LFRF	Local Funds/Reimbursable - Future
LOGT	Local Option Gas Tax
MG	Minimum Guarantee
NFPD	National Freight PGM-Discretionary

NHAC	National Highway System
NHBR	National Highway Bridges
NHPP	IM, Bridge Repl, Natnl Hwy-MAP 21
NHRE	Nat. Hwy. Perform – Resurfacing
PKBD	Turnpike Master Bond Fund
PKYI	Turnpike Improvement
PLH	Public Lands Highway
PLHD	Public Lands Highway Discretionary
PORT	Seaports
REPE	Repurposed Federal Earmarks
RHH	Rail Highway Crossings - Hazard
RHP	Rail-Highway Safety Crossings – Prot. Dev.
SA	Transportation Management Areas
SCED	2012 SB1998-Small County Outreach
SCOP	Small County Outreach Program
SCRA	Small County Resurfacing
SIWR	2015 SB2514A-Strategic INT SYS
SE	Transportation Enhancement Activities related to any Surface Transportation Program
SH	Hazard Elimination

SIBG	SIB funds – Growth Management
SIB1	State Infrastructure Bank
SL	STP Areas <=200K
SN	STP, Mandatory Non-Urban <=5K
SR	Surface Transportation Program (STP) Railroad Hazard Elimination
SR2T	Safe Routes - Transfer
SS	Any safety improvement eligible under the Section 130 Railway-Highway Crossings Program and the Section 152 Hazard Elimination Program (allocated by statutory formula)
STED	2012 SB1998-Strategic Econ Cor
STP	Surface Transportation Program
SU, XU	Surface Transportation Program (STP) in urban areas with a population of over 200,000
TALT	Transportation Alts – Any Area
TALU	Transportation Alts - >200K
TDTF	Transportation Disadvantaged Trust Fund (80% Federal/20% State)
TLWR	Suntrail
TMBJ	I-95 Express Lanes – Maintenance
TOBJ	I-95 Expressway Lanes - Operating
TMA	Transportation Management Areas - Areas with a population of over 200,000
TRIP	Transportation Regional Incentive Program

TRWR

TRIP Wheels on Road

XA

Surface Transportation Program (STP) in any urban areas.

XU, SU

Surface Transportation Program (STP) in urban areas > 200k



Beaches Energy

Services

1460-A Shetter Ave

Jacksonville Beach

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[www.beachesenergy.com](http://www.beachesenergy.com)

MEMORANDUM

TO: Mike Staffopoulos, City Manager  
FROM: Allen Putnam, Director of Beaches Energy Services  
DATE: April 25, 2019  
SUBJECT: Interconnection Agreement between the City of Jacksonville  
Beach and JEA

**ACTION REQUESTED:**

Authorize the Director of Beaches Energy, the Mayor and the City Manager to execute an Interconnection Agreement with JEA.

**BACKGROUND:**

Beaches Energy Services and JEA have operated our interconnected systems in a safe, reliable, and mutually advantageous manner for decades. Doing so has required us to enter into certain agreements from time to time to identify our respective roles and responsibilities and, at times, to call upon each other for assistance when in need.

In 1982, the City completed the construction of a new transmission line from the Neptune Beach tie with JEA to the Sampson Substation, located near Highway 210 and I-95. The purpose of this new transmission line was to enable Beaches Energy to receive energy from the Florida Grid and discontinue contracts for power from JEA. This meant that all power to Jacksonville Beach would come from the south end of the system, through the Sampson Substation. As a result, if there was a fault in the transmission system, any part of the electric system north of the fault would be out of power. For instance, if the transmission line went out in Palm Valley, the entire system to the north (Ponte Vedra, Jacksonville Beach, and Neptune Beach) would be out of power.

For this reason, Beaches Energy negotiated a Contract with JEA for Backup Interconnection and Electric Services so that, in an emergency, JEA could close the tie at Neptune Beach (closed means electricity will flow) and back feed the City from the north, thereby avoiding a long term and large power outage. The annual cost of the Backup Service Agreement was \$149,284 in 1982.

In 1999, the City entered into a revised interconnection agreement with JEA to permanently close the tie (switch) at Neptune Beach, and create a looped transmission system with power flowing in both directions. This interconnection

gave us the advantage of a more reliable system. The annual cost of the agreement was \$84,432 in 1999, with a provision for cost increases in subsequent years. One third of the annual cost is paid by Florida Municipal Power Agency (FMPA) and two thirds by the City. The costs over the past 4 years is as follows:

FISCAL YEAR	COJB	FMPA	TOTAL
2016	\$400,800	\$200,400	\$601,200
2017	\$404,248	\$202,124	\$606,372
2018	\$392,776	\$196,388	\$589,164
2019	\$422,168	\$211,084	\$633,252

In October 2016, City Council granted the City Manager authority to provide written notice to cancel the 1982 Backup Service Agreement with JEA. This was due to the cost having escalated over time and to changes in the way that these types of relationships are regulated by the Federal Energy Regulatory Commission (FERC). Beaches Energy provided this notice to JEA, and the Agreement will terminate as of November 30, 2019, resulting in an annual savings to the City of more than \$400,000.

While the Backup Service Agreement will expire, both parties have agreed that it is mutually beneficial to maintain the interconnection. Since the previous Interconnection Agreement references the 1982 Backup Service Agreement, a new Agreement is necessary.

The new Agreement documents the terms, conditions and responsibilities of each party and excludes the portion related to the Backup Service Agreement provisions. Any energy that flows from the JEA system to Beaches Energy will be priced according to JEA's Open Access Transmission Tariff (OATT).

**RECOMMENDATION:**

Authorize the Director of Beaches Energy, the Mayor and the City Manager to execute an Interconnection Agreement with JEA.

**NEPTUNE – PENMAN 138 KV INTERCONNECTION AGREEMENT**

**BETWEEN**

**JEA**

**AND**

**CITY OF JACKSONVILLE BEACH**

**NEPTUNE – PENMAN 138 KV INTERCONNECTION AGREEMENT  
BETWEEN  
JEA  
AND  
CITY OF JACKSONVILLE BEACH**

This Neptune – Penman 138 KV Interconnection Agreement by and between JEA (formerly known as Jacksonville Electric Authority) and the City of Jacksonville Beach (“the City”), Florida dba Beaches Energy Services (“Agreement”) is made and entered this \_\_\_th day of \_\_\_ 2019. JEA and the City may be identified individually as a “Party” and collectively herein as the “Parties.”

**WITNESSETH**

WHEREAS, JEA, a municipal-owned electric utility, owns and operates electrical generation, transmission and distribution facilities in certain portions of the State of Florida;

WHEREAS, the City, a municipal-owned electric utility, owns and operates electrical generation, transmission and distribution facilities in certain portions of the State of Florida;

WHEREAS, the JEA System is currently connected to the City’s System at a single point of interconnection between JEA’s Neptune Substation and the City’s Penman Substation;

WHEREAS, JEA and the City are parties to the Contract for Backup Interconnection and Electric Services effective January 5, 1982;

WHEREAS, JEA and the City are parties to the First Amendment to the Contract for Backup Interconnection and Electric Services dated January 15, 1990;

WHEREAS, JEA and the City are parties to the Second Amendment to the Contract for Backup Interconnection and Electric Services dated April 7, 1992;

WHEREAS, JEA and the City are parties to the Third Amendment to the Contract for Backup Interconnection and Electric Services dated September 5, 1996;

WHEREAS, JEA and the City are parties to the Interconnection Agreement dated September 20, 1999;

WHEREAS, the City has provided a notice of termination of the Contract for Backup Interconnection and Electric Services, as amended, that will be effective November 30, 2019;

WHEREAS, as a result of termination of the Contract for Backup Interconnection and Electric Services, the Interconnection Agreement will be terminated and replaced with this Agreement, effective November 30, 2019;

WHEREAS, consistent with the foregoing premises, the Parties have agreed to terminate the existing Interconnection Agreement and to enter into this Agreement to define their respective rights and responsibilities relating to the interconnection of JEA and the City, including the costs of maintaining the equipment and overall operation necessary for the Interconnection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, JEA and the City agree as follows:

## ARTICLE I DEFINITIONS

If not specified within this Article I, capitalized terms used in this Agreement shall have the definitions as specified in either the JEA Open Access Transmission Tariff ("OATT") or the NERC Glossary of Terms.

**The City's System** means the transmission facilities owned and operated by the City.

**Data Acquisition Equipment** includes remote terminal units ("RTU"), telephone equipment and leased telephone circuits necessary to transmit data to remote locations, and any other equipment or service necessary to provide for the telemetry requirements of JEA and the City under this Agreement.

**Effective Date** has the meaning set forth in Section 3.1 of this Agreement.

**Emergency Rating** has the meaning set forth in Section 5.1 of this Agreement.

**FRCC** means the Member Services and/or Regional Entity division of the Florida Reliability Coordinating Council or it(s) successor organization(s).

**Good Utility Practice** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with applicable Reliability Standards, good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Interconnection Facilities** means all equipment and facilities described in the Exhibit herein, including Normal and Emergency Ratings, any modification, additions or upgrades that are necessary to physically and electrically interconnect the JEA System and the City's System at the Point of Interconnection, including all connection, switching, transmission, distribution, safety, engineering, communication, Protection Equipment, Metering Equipment and Data Acquisition

Equipment, and administrative facilities.

**JEA System** means the transmission facilities owned and operated by JEA.

**Metering Equipment** means any equipment necessary to implement the metering provisions of this Agreement, including, but not limited to: high accuracy, solid state bi-directional kWh and kVARh meters (primary and backup), communication & related interface, metering cabinets, metering panels, conduits, cabling, high accuracy current transformers and high accuracy potential transformers which directly or indirectly provide input to meters or transducers, meter recording devices, telephone or communication circuits, signal or pulse dividers and pulse accumulators.

**NERC** means the North American Electric Reliability Corporation or its successor organization.

**Normal Rating** has the meaning set forth in Section 5.1 of this Agreement.

**Point of Interconnection** has the meaning given to it in Section 4.2 herein.

**Protective Equipment** includes, but is not limited to, protective relays, relaying panels, relaying cabinets, circuit breakers, motor operated switches, conduits, cabling, current transformers, potential transformers, fiber optic communication equipment, tuning units, coupling capacitor voltage transformers, line traps, transfer trip and fault recorders which, directly or indirectly, provide input to relays, relay carrier equipment and telephone or communication circuits, and any other equipment necessary to implement the protection provisions of this Agreement.

**Reliability Standards** means the standards for the reliability of the bulk electric systems of North America adopted by NERC and approved by the Federal Energy Regulatory Commission.

## ARTICLE II

### GENERAL PROVISIONS

**Section 2.1 Previous Contracts Satisfied:** Prior to the Effective Date of this Interconnection Agreement, JEA and the City were parties to a Contract for Backup Interconnection and Electric Services, dated January 5, 1982 as amended, and an Interconnection Agreement dated September 20, 1999. The Parties agree that these agreements are terminated as of November 30, 2019 and that the agreements have been fully complied with to the mutual satisfaction of the Parties.

**Section 2.2 Services Not Included in Interconnection Agreement:** This Agreement does not include transmission over JEA's system or the provision of power by JEA. To the extent these services are used or needed by the City, they must be acquired and charged for separately through the JEA OATT.

**ARTICLE III**  
**TERM AND TERMINATION OF AGREEMENT**

**Section 3.1 Effective Date:** This Agreement shall become effective on December 1, 2019.

**Section 3.2 Term and Termination:** The term of this Agreement will commence on the Effective Date and will continue in effect for an initial term of twenty (20) years and thereafter shall automatically be extended for succeeding periods of ten (10) years; *provided, however*, that any Party may terminate this Agreement at the end of the initial or any subsequent term, upon a minimum of two (2) year's advance written notice to the other Party, or at any time upon mutual consent of the Parties.

**Section 3.3 Survival:** The provisions of this Agreement relating to ongoing compliance, liability, and indemnification shall continue in effect after expiration or termination hereof to the extent necessary to provide for the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

**ARTICLE IV**  
**INTERCONNECTION FACILITIES**

**Section 4.1 Interconnection between JEA and the City:** The interconnection between the JEA System and the City System is an existing 138 KV transmission line between JEA's Neptune Substation and the City's Penman Substation. JEA will design, engineer, construct, own, operate, maintain and be responsible for all equipment within the Neptune Substation to the Point of Interconnection. The City will design, engineer, construct, own, operate, maintain and be responsible for all equipment within the Penman Substation to the Point of Interconnection.

**Section 4.2 Point of Interconnection:** The Point of Interconnection between the JEA System and the City System shall be at the property line to JEA's Neptune Substation and the existing 138 KV transmission line between JEA's Neptune Substation and the City's Penman Substation.

**Section 4.3 Access:** Subject to reasonable safety and security precautions, each Party will provide to the other Party access to its premises as necessary to implement the provisions of this Agreement. To the extent access to any of the facilities, systems, or equipment within the scope of this Agreement is governed by NERC Reliability Standards related to physical or cyber security of the Bulk Electric System, the Parties agree to work cooperatively to put in place a memorandum of understanding (or some other similar arrangement) that clearly delineates lines of responsibility in a way that allows the Parties to perform this Agreement in accordance with its terms and comply with all relevant NERC Reliability Standards for cyber and physical security.

## ARTICLE V

### NERC STANDARDS AND PLANNING

**Section 5.1 Responsibilities of the Parties with Respect to Ratings of Facilities:** Consistent with applicable NERC Reliability Standards, each Party's Interconnection Facilities required to interface with the other Party's Interconnection Facilities shall be rated in a manner that is compatible with such other Party's facilities. Each Party shall establish in writing the design continuous rating ("Normal Rating") and the design emergency rating ("Emergency Rating") of such Party's Interconnection Facilities prior to the effective date of this Agreement. Such ratings shall be established on a basis reasonably comparable with the ratings basis of each other Party's Interconnection Facilities unless otherwise agreed in writing among the Parties. The Emergency Rating shall be the ten (10) minute rating or such other rating mutually agreed to by the Parties. The Parties shall establish and coordinate the Normal Rating and the Emergency Rating for the facilities consistent with applicable Reliability Standards. In the event either Party determines that either a Normal Rating or an Emergency Rating of its Interconnection Facilities must be reduced for any reason (including to comply with applicable Reliability Standards) to a level that limits the other Party's ability to use their facilities as designed, such Party shall modify its Interconnection Facilities at its own expense, as needed, to maintain the design ratings of the JEA Neptune to the City's Penman transmission facilities, unless otherwise agreed by the Parties, in writing, based on a facility by facility review.

**Section 5.2 Modifications:** If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, including the ratings of the Interconnection Facilities, then such Party planning the modification will notify the other Party of its intention to undertake such modification at least one hundred and eighty (180) calendar days in advance of the commencement of the work (or such shorter period upon which the Parties may agree) so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such notification shall be in writing, will describe with particularity the equipment, facilities, and associated arrangements/timing for such modification, and shall include the relevant drawings, plans, specifications and the resulting new Normal Rating and Emergency Rating of the Party's Interconnection Facilities. Such new ratings shall not reduce the existing Normal Rating and Emergency Rating of the JEA Neptune to the City's Penman transmission facilities unless otherwise agreed in writing among the Parties. The Parties agree to coordinate modifications such that the ratings of the Parties' Interconnection Facilities remain compatible throughout the term of this Agreement consistent with applicable Reliability Standards. Unless otherwise agreed in writing, the Party making the modification shall be responsible for its own costs associated with its capital improvements.

## ARTICLE VI

### COST RESPONSIBILITIES OF JEA AND THE CITY

**Section 6.1 JEA's Cost Responsibilities:** JEA shall be responsible for all costs associated with the operation, maintenance, and compliance with any applicable NERC, FRCC, and environmental requirements/standards of all facilities at Neptune Substation and to the Point of Interconnection. JEA shall be responsible for all operation, maintenance and capital

improvement costs incurred by the City which are directly attributable to future changes made on the JEA System.

**Section 6.2 THE City's Cost Responsibilities:** The City shall be responsible for all costs associated with the operation, maintenance, and compliance with any applicable NERC, FRCC, and environmental requirements/standards of all facilities at Penman Substation and to the Point of Interconnection. The City shall be responsible for all operation, maintenance and capital improvement costs incurred by JEA which are directly attributable to future changes made on the City's System.

## ARTICLE VII

### METERING

**Section 7.1 Metering - Prerequisite for Operations:** Metering Equipment necessary for determining the amounts of real and reactive electric power and energy will be maintained in accordance with Article VIII and will be a prerequisite for the operation of the Interconnection.

**Section 7.2 JEA Obligations:** JEA will maintain and calibrate the Metering Equipment at Neptune Substation.

**Section 7.3 The City's Obligations:** The City will maintain and calibrate the Metering Equipment at Penman Substation.

**Section 7.4 Delivery Point Metering Configuration:** The configuration of the Metering Equipment is shown on the Exhibit herein. The bidirectional meters and associated recording devices will measure and record the flows of power and energy (real and reactive) associated with the Point of Interconnection. Each meter will measure watt, watt- hour VAR and VAR-hour quantities at an interval of at least 15 minutes intervals.

**Section 7.5 JEA's Rights and Obligations:** JEA will test and calibrate the Metering Equipment for the Point of Interconnection consistent with JEA's standards and practices for testing and calibrating similar installations elsewhere on its system. JEA will provide the City, as necessary, reasonable notice prior to testing the Metering Equipment, and the City, as necessary, may witness the testing and calibration of the Metering Equipment associated with each of the connections for the Point of Interconnection. JEA will provide the City, as necessary, with a copy of the testing and calibration report. If any test or inspection shows any metering facilities to be inaccurate by more than one percent (1%), fast or slow, the meter or other equipment found to be inaccurate or defective shall be repaired promptly, adjusted, or replaced.

**Section 7.6 Sealed Meters:** All electronic meters associated with the metering scheme which record flows for JEA revenue billing at the Point of Interconnection will be sealed by JEA. Other than under an emergency, the seal(s) will only be opened by prior mutual coordination and approval of the Parties.

**Section 7.7 Notification Prior to Commencement of Work:** Each Party will notify the other Party prior to the commencement of any work performed by it or its contractors or agents which may directly or indirectly affect the Metering Equipment or meter readings therefrom.

## ARTICLE VIII

### **DATA ACQUISITION EQUIPMENT**

**Section 8.1 Responsibility for Data Acquisition Equipment:** Appropriate Data Acquisition Equipment associated with this Agreement will be a prerequisite for the operation of the Point of Interconnection. Each Party will be responsible for the acquisition, installation, maintenance and replacement of its respective Data Acquisition Equipment associated with the Point of Interconnection.

**Section 8.2 Data Acquisition Equipment:** The Data Acquisition Equipment will monitor analog and digital signals deemed desirable by the Parties to implement the provisions of this Agreement. Such Data Acquisition Equipment will be compatible at all times with the computer master equipment receiving the telemetry signals, and will supply status information, metering information, kWh, kVARh, voltage, current, MW and MVAR analog information, as well as any other appropriate data as agreed by the Parties.

**8.2.1 JEA RTUs:** JEA will install a JEA RTU at JEA's Neptune Substation, telemetry, along with other required data provided by the City to the JEA system control center. The JEA RTU will be owned by JEA, and JEA will, at its own expense, design, purchase, install, repair, operate, maintain, replace, relocate or remove the JEA RTU.

**Section 8.3 RTU Data Circuits:** Each Party will be responsible for its costs associated with the installation of its respective communications facilities and any and all operating expenses associated with leased telephone circuits, radio equipment or other such communications requirements from its RTU to its respective computer master equipment. Each Party will obtain its own telephone circuits, radio frequencies and/or other such communications requirements as appropriate.

## ARTICLE IX

### **PROTECTIVE EQUIPMENT**

**Section 9.1 Prerequisite for Operations:** Protective Equipment necessary (a) to maintain the overall safe and reliable operation of the Parties' systems, (b) to preserve the continuity of the JEA and the City's Systems, and (c) to protect the Parties' transmission, distribution and generation equipment will be installed in accordance with this Article IX.

**Section 9.2 JEA Obligations:**

**9.2.1 Design:** JEA will design, engineer, construct, own, operate and maintain, in accordance

with Good Utility Practice, any Protective Equipment on the JEA System which is necessary to implement the provisions of this Agreement.

**9.2.2 Maintenance:** JEA will maintain its Protective Equipment in accordance with standards and practices consistent with Good Utility Practice and NERC and FRCC Reliability Standards. JEA will not, while this Agreement remains in effect, remove, relocate, replace or modify the Protective Equipment owned by JEA without prior written notice pursuant to Section 5.2 to allow the City reasonable time to review the effect of any such change(s) on the City systems. JEA will, at the City's request and if reasonably necessary to accomplish the purposes for which the Protective Equipment was installed, remove, relocate, repair, replace, maintain or modify, at no expense to the City, any Protective Equipment consistent with Good Utility Practice. The Parties recognize and agree that certain maintenance and calibration of the Protective Equipment require close coordination among the Parties, and that they will make a reasonable effort to coordinate their personnel for such maintenance and calibration.

**9.2.3 Review of the City's Protective Equipment:** Subject to standards consistent with Good Utility Practice, JEA will have the right (a) to review the engineering design and installation plans of any Protective Equipment required pursuant to this Agreement within the City System for the purpose of ensuring that such engineering design and/or installation plans conform to standards and practices consistent with Good Utility Practice, will not adversely affect the reliability of the JEA System, and will perform the functions as intended, (b) to review and verify the Protective Equipment's settings, and (c) to monitor and verify such test, calibration, checkout and operation of any Protective Equipment required by this Agreement.

### **Section 9.3 The City's Obligations:**

**9.3.1 Design:** The City will design, engineer, construct, own, operate and maintain, in accordance with Good Utility Practice, any Protective Equipment on the City's System which is necessary to implement the provisions of this Agreement.

**9.3.2 Maintenance:** The City will maintain its Protective Equipment in accordance with standards and practices consistent with Good Utility Practice and NERC and FRCC Reliability Standards. The City will not, while this Agreement remains in effect, remove, relocate, replace or modify Protective Equipment owned by the City without prior written notice pursuant to Section 5.2 to allow JEA reasonable time to review the effect of any such change(s) on the JEA system. The City will, at JEA's request and if reasonably necessary to accomplish the purposes for which the Protective Equipment was installed, remove, relocate, repair, replace, maintain or modify, at no expense to JEA any Protective Equipment consistent with Good Utility Practice. The Parties recognize and agree that certain maintenance and calibration of the Protective Equipment require close coordination among the Parties, and that they will make a reasonable effort to coordinate their personnel for such maintenance and calibration.

**9.3.3 Review of The City's Protective Equipment:** Subject to standards consistent with Good Utility Practice, the City will have the right (a) to review the engineering design and installation plans of any Protective Equipment required pursuant to this Agreement within the JEA System for the purpose of ensuring that such engineering design and/or installation plans conform to standards and practices consistent with Good Utility Practice, will not adversely

affect the reliability of the City, and will perform the functions as intended, (b) to review and verify the Protective Equipment's settings, and (c) to monitor and verify such test, calibration, checkout and operation of any Protective equipment required by this Agreement.

## ARTICLE X

### OPERATING CONDITIONS

**Section 10.1 Operating Representatives and Dispute Resolution:** Each Party will appoint an Operating Representative who will be a responsible person connected with day-to-day operations for that Party. The City may appoint an agent as its Operating Representative. The Operating Representatives will perform such duties as may be required to perform this Agreement including, but not limited to, the preparation of operation and maintenance schedules and of control and operating procedures. An Operating Representative may delegate authority to other knowledgeable persons within its organization but will inform the other Operating Representatives, in writing, of all such delegations of authority. Each Party shall cooperate in providing Operating Representatives all information required to perform their duties. All decisions and agreements made by the Operating Representatives shall be evidenced in writing. In no event may the Operating Representatives make a decision which conflicts with the terms of this Agreement. If the Operating Representatives are unable to agree on any matter falling under their jurisdiction, or where a dispute arises concerning interpretation or application of this Agreement, the Operating Representatives will attempt to resolve the dispute by discussion. If such Operating Representatives are unable to resolve the dispute, the dispute shall be referred to higher authorities within each of the Parties' respective organizations. In the event that such referral fails to resolve the dispute, either Party may invoke such remedies at law or equity as may be available to it for resolution of a dispute concerning interpretation or application of this Agreement.

**Section 10.2 Operations:** The Parties agree to maintain and continue in operable condition, consistent with Good Utility Practice, the facilities necessary for the connection between JEA and the City as described in this Agreement. The Parties further agree to continue to cooperate in studies and good faith negotiations whenever appropriate to determine: (a) the most desirable timing, operations mode, voltage, and ratings of equipment for any necessary modifications to the existing connection and of any additional connections, and (b) the desirability of abandonment of facilities constructed and installed hereunder.

**Section 10.3 Manual Disconnection:** The Point of Interconnection to the JEA Transmission System will be disconnected by manual or supervisory control when one or more of the following circumstances exist(s):

- (a) When disconnection is necessary for maintaining the overall reliability, continuity and safe operation of either Party's transmission system or to protect either Party's generation, distribution or transmission facilities; or
- (b) When disconnection is necessary or desirable for the purpose of maintenance, repairs, replacements or installation of equipment, or for investigation or inspections of electric facilities.

(c) Whenever operation of the interconnection will significantly affect the available transfer capability out of or into the JEA system.

Should manual disconnection occur under one of the circumstances described in (a) through (c) above, the disconnection may continue as long as the circumstance giving rise to it lasts, even if that is an extended period of time. For any switch opening lasting more than seven (7) days, JEA shall provide the City with daily status updates on the disconnection of the interconnection as well as projected timeline for reconnecting the interconnection.

Each Party will, whenever practicable, notify the other Party seventy-two (72) hours prior to any planned switching. For any unplanned switching, each Party will provide the other with as much advance notice as is practicable and consistent with Good Utility Practice. Each Party shall coordinate all disconnections and reconnection of the switch with the other Party.

**Section 10.4 Automatic Disconnection:** Protective Equipment is designed to automatically disconnect the appropriate connections to the Point of Interconnection for faults on the JEA or the City Transmission Systems.

**Section 10.5 Restoration:** The Parties will install the proper equipment required by Good Utility Practice to ensure safe and reliable service restoration. The Operating Representatives will determine the procedures for the appropriate restoration sequence with the intent of maintaining service reliability to the Parties.

**Section 10.6 Reactive Electric Energy:** The Parties shall operate their systems prudently, so as to maintain voltage levels within acceptable ranges and appropriate reactive electric energy reserves, and each Party shall endeavor to supply reactive electric energy consistent with such obligation. In order to implement these arrangements, the Parties' Operating Representatives shall from time to time establish appropriate voltage schedules and reactive electric energy supply arrangements. It is recognized by each Party that there may be reactive electric energy flows through the systems of the other Party. However, neither Party shall be obligated to supply or absorb reactive electric energy for the other Party when to do so would interfere with service on its own system, would adversely affect any contractual relationships between the Parties and other Parties, would limit the use of Interconnection Facilities, or would require the operation of generation or reactive equipment not otherwise required.

**Section 10.7 Disturbances:** The Parties will, in so far as practical, protect, operate and maintain their systems and facilities so as to avoid or minimize disturbances which might cause impairment of, or jeopardy to, service to the customers of another Party or to other systems interconnected with any of the Parties.

## ARTICLE XI

### **FORCE MAJEURE, INDEMNITY AND LIMITATION OF LIABILITY**

**Section 11.1 Force Majeure:** In case any Party is delayed in, or prevented from, performing or carrying out any of the agreements, covenants and obligations made by, and imposed upon, said Party by this Agreement by reason of or through any cause reasonably beyond its control and

not attributable to its neglect, including strike, stoppage in labor, failure of contractors or suppliers of materials, riot, explosion, fire, flood, ice, invasion, civil war, commotion, insurrection, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, or of any civil or military authority (either de facto or de jure), act of God or the public enemies, then and in each such case or cases, such Party will not be liable to another Party for or on account of any loss, damage, injury or expense (including consequential damages and cost of replacement power) resulting from, or arising out of, such delay or prevention from performing; provided, however, the Party suffering such delay or prevention will use due and, in its judgment, practicable diligence to remove the cause(s) thereof and shall provide prompt notice to the other Parties regarding the circumstances of the Force Majeure event and the steps being taken to resolve such Force Majeure event; and provided, further, no Party will be required by the foregoing provisions to settle a strike or bona fide adverse legal proceeding except when, according to its own best judgment, such settlement seems advisable; and provided, further, nothing in this Section 11.1 will excuse the obligations imposed under Section 11.2.

**Section 11.2 Responsibility and Indemnification:** For the purpose of this Section 11.2, the terms JEA and the City include their parents, subsidiaries, affiliates and their respective officers, directors, trustees, agents, employees, contractors and suppliers. The Parties hereby agree to indemnify, hold harmless and defend each other to the full extent permitted by law from and against any and all liability, loss, claim, judgment, demand, cost or expense (including attorneys' fees) for damage to property or injury to or death of any person(s), in any manner directly or indirectly arising from or contributed to by the work and services performed pursuant to this Agreement on its side of the Point of Interconnection, except where conclusively shown to have been a product of the negligence or willful misconduct of the other Party, and provided further that this provision shall be subject to the limitations of Section 768.28, Florida Statutes. Each Party agrees to provide the other Party with notice of any claim made against such Party which is covered by this indemnity. In addition to the indemnity provided herein, but except with respect to a Party's breach of this Agreement, each Party hereby expressly agrees to indemnify, hold harmless and defend the other Party against any and all liability, loss, claim, judgment, demand, cost or expense (including attorneys' fees) for damage to property or injury to or death of any person(s), in any manner directly or indirectly arising out of or connected with the generation, transmission or use of electric capacity and energy on such Party's side of the Point of Interconnection. Each Party agrees to waive all rights against and release the other Party from any liability it may incur for payment, if any, of benefits to its own employees under any statutory obligation.

**Section 11.3 Limitation of Liability:** Notwithstanding anything else in this Agreement to the contrary, and except in the event of indemnification under Section 11.2 for liability to a third party, no Party will have any liability to the other Party for any exemplary, indirect, consequential or incidental damages (including replacement power costs) resulting from the operation or mis-operation of the Interconnection Facilities.

## ARTICLE XII

### **BREACH AND DEFAULT**

**Section 12.1 General:** No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act of omission of the other Party. Upon a breach, the non-breaching Party shall give written notice of such breach to the breaching Party. The breaching Party shall have thirty (30) Calendar days from receipt of the default notice within which to cure such breach; provided however, if such breach is not capable of cure within thirty (30) calendar days, the breaching Party shall commence such cure within thirty (30) calendar days after notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the default notice; and, if cured within such time, the breach specified in such notice shall cease to exist. Should the defaulting Party fail to cure said default within a reasonable period of time, the other Party shall have, in addition to any other legal or equitable rights or remedies that may be applicable, the right to cure. In such event, the defaulting Party shall pay to the other Party, promptly upon demand, the total expenses (including attorney's fees, if any) incurred by the other Party in curing such default.

**Section 12.2 Right to Terminate:** If a breach is not cured as provided in this article, or if a breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

### **ARTICLE XIII**

#### **MISCELLANEOUS**

**Section 13.1 Waivers:** Any waiver at any time by any Party hereto of its right with respect to the other Party or with respect to any matter arising in connection with this Agreement will not be considered a waiver with respect to any subsequent default or matter.

**Section 13.2 Successors and Assigns:** This Agreement will inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns, and will not be assignable by any Party without the prior written consent of the other Party, except as to a successor in the operation of properties by reason of a merger, consolidation, reorganization, sale or foreclosure, where substantially all such properties are acquired by such successor. Consent hereunder will not be unreasonably withheld or delayed.

**Section 13.3 Effect of Section Headings:** Article and Section headings appearing in this Agreement are inserted for convenience of reference only and will in no way be construed to be interpretations of the text of this Agreement.

**Section 13.4 Relationship of the Parties:** Nothing contained in this Agreement will be construed to create an association, joint venture, partnership or any other type of entity between JEA and the City. For purposes of this Agreement, no Party to this Agreement will take any action inconsistent with the obligations or commitments of the other hereunder.

**Section 13.5 Notices:** Any notice contemplated by this Agreement will be made in writing and will be delivered either by electronic mail or by U.S. mail, first class, postage prepaid to the following: in the case of JEA, to Director, Electric System Operations, 7720 Ramona Boulevard West, Jacksonville, FL 32221; in the case of the City, to Director, Beaches Energy, 1460 Shetter Ave., Jacksonville Beach, Fl. 32250; or to such other person(s) as may be designated by JEA or the City. Any Party's designation of the person to be notified or the address of such person may be changed by such Party at any time by similar notice.

**Section 13.6 Complete Agreement:** This Agreement (including the Exhibit appended hereto) is intended as the exclusive statement of the Parties' agreement. Parole or extrinsic evidence will not be used to vary or contradict the express terms of this Agreement.

**Section 13.7 Exclusive Responsibility of the Parties:** In no event will a Party's statement, representation or lack thereof, either express or implied, relieve the other Party of its responsibility for any equipment required for implementation of this Agreement. Specifically, (a) any inspection of any equipment and facilities by a Party, (b) any specification, purchase, installation, testing or approval of equipment by a Party, or (c) any review, verification or approval of any engineering design or of work associated with any facility or equipment, will not be construed as the Party confirming or endorsing any engineering design or operation, maintenance or installation procedures, or as a warranty or guarantee as to the safety, reliability or durability of any equipment. A Party's inspection, specification, purchase, verification, testing, review, approval, acceptance, or the Party's failure to inspect, install, specify, purchase, verify, test, review, approve or accept any engineering design will not be deemed an endorsement by the Party of any equipment, design or procedure.

**(the next page is the signature page)**

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed in their names by their respective duly authorized officers, as of the day and year first above written.

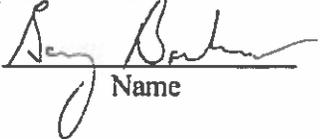
**JEA**

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

Name: Carin B. Anders

Title: VP/GM Energy

**Approved to Form:**

By:  Ray Barkman VAN NEIS FELDMAN  
Name

**City of Jacksonville Beach**

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

Name: Michael Staffopoulos

Title: City Manager

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

Name: William C. Latham

Title: Mayor

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

Name: Allen Putnam

Title: Director of Beaches Energy

**Approved to Form:**

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

Beaches Energy

Services

1460-A Shelter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6281

[www.beachesenergy.com](http://www.beachesenergy.com)

**MEMORANDUM**

**TO:** Mike Staffopoulos, City Manager  
**FROM:** Allen Putnam, Director of Beaches Energy Services  
**SUBJECT:** Bid #1819-07, Group Operated Air Break (GOAB) Switches  
**DATE:** April 18, 2019

**ACTION REQUESTED**

Award Bid Number 1819-07 for the purchase of Group Operated Air Break (GOAB) Switches.

**BACKGROUND**

To enhance the reliability of electric service, Beaches Energy Services utilizes equipment that allows field employees to isolate and reconfigure the distribution primary system through the operation of switches. In the event of a major circuit fault, Beaches Energy Services must have the ability to sectionalize the affected area, minimizing the number of customers out of service.

Purchasing and Procurement advertised Bid Number 1819-07. It was also sent to seven (7) vendors and we received only one (1) response below.

<b>Vendor</b>	<b>GOAB Switch</b>	<b>Price Each</b>
Stuart C. Irby	Stock Item # 01260	\$10,185

Stuart C. Irby was the sole respondent. Upon receiving a single response we did inquire as to the reason. S&C, the manufacturer and provider of this switch, recently designated Stuart C. Irby as the sole provider of S&C products to Beaches Energy.

Beaches Energy Services anticipates using approximately five (5) Group Operated Air Break Switches during FY 2019 at a total cost of approximately \$50,925. Funding for this project is budgeted in the Beaches Energy Services Capital Improvement Plan for FY 2019.

Mike Staffopoulos  
Group Operated Air Break Switches  
April 18, 2019  
Page 2

RECOMMENDATION

Award Bid Number 1819-07 to Stuart C. Irby for the purchase of Group Operated Air Break Switches.

City of  
Jacksonville Beach  
1460 Shetter Ave  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6226  
www.jacksonvillebeach.org

**MEMORANDUM**

**TO:** Michael Staffopoulos, City Manager  
**FROM:** Luis F. Flores, Property and Procurement Officer  
**DATE:** April 18, 2019  
**SUBJECT:** Award Bid #1819-08 Fire Station #1 Rollup Doors

**ACTION REQUESTED**

Award Bid #1819-08 Fire Station #1 Rollup Doors to Overhead Door Company of Jacksonville.

**BACKGROUND**

Fire Station #1 was built in 1984 with four (4) apparatus bays and eight (8) overhead doors. In 2005, one bay was converted into additional office and living space eliminating two (2) overhead doors. Last year, one of the remaining six (6) overhead doors was not functional and was replaced with a new 20 gauge galvanized steel slat door. The remaining five (5) overhead doors are at the end of their useful life<sup>1</sup>.

This bid includes the replacement of five (5) galvanized painted steel rollup doors and six (6) ½ HP motor units to operate doors. The new overhead doors will match the overhead door recently replaced in 2018. The contractor is required to install one door at a time to minimize operational impacts since the building will be occupied during replacement.

The Property and Procurement Division sent bid invitations to three (3) overhead door contractors and received two (2) responses. Following is the bid tabulation:

Description	Overhead Door Company of Jacksonville	American Roll-up Door Co.
Roll up Doors – 5ea (installed)	\$28,401.00	\$32,967.86
½ HP Motor – 6ea (installed)	\$8,100.00	\$9,000.00
Total	\$36,501.00	\$41,967.86

<sup>1</sup> The average life-cycle for high use overhead doors is twenty (20) years.



Memo to Michael Staffopoulos

Fire Station #1 Rollup Doors

April 18, 2019

Page 2

Funding for this project was budgeted in the 2019 Capital Improvement Plan.

**RECOMMENDATION:**

Award Bid #1819-08 Fire Station #1 Rollup Door Replacement to Overhead Door Company of Jacksonville, the lowest qualified bidder in the amount of \$36,501.00 as described in the memorandum from Luis F. Flores, Property and Procurement Officer, dated April 18, 2019.

City of  
Jacksonville Beach  
1460 Shetter Ave  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6226  
www.jacksonvillebeach.org

**MEMORANDUM**

**TO:** Michael Staffopoulos, City Manager  
**FROM:** Luis F. Flores, Property and Procurement Officer  
**DATE:** April 18, 2019  
**SUBJECT:** Award Bid #1819-09 O&M Replacement Flooring

**ACTION REQUESTED**

Award Bid #1819-09 O&M Replacement Flooring to Carpet Image.

**BACKGROUND**

Constructed in 1995, the administration building at the O&M facility is a two story structure with primarily vinyl composition tile (VCT) in high traffic areas. In 2016, the flooring on the second floor was upgraded to luxury vinyl tile (LVT) for its low maintenance costs, life cycle value, and overall design aesthetics. The remaining VCT on the first floor is worn, unsightly and at the end of its useful life<sup>1</sup>.

This bid includes the installation of LVT in the remaining VCT areas on the first floor matching the planks on the second floor. The contractor is required to work nights and weekends as needed to reduce impact on service areas, public and staff at no extra cost to the City.

The Property and Procurement Division sent bid invitations to five (5) qualified flooring contractors and received two (2) responses. Following is the bid tabulation:

<b>Vendor</b>	<b>Bid Price</b>
Carpet Image	\$27,430.00
About Floors n More	\$37,205.29

Funding for this project was budgeted in the 2019 Capital Improvement Plan.

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<sup>1</sup> The average life cycle for VCT in high traffic areas is twenty (20) years.



Memo to Michael Staffopoulos  
O&M Replacement Flooring  
April 18, 2019

Page 2

**RECOMMENDATION:**

Award Bid #1819-09 O&M Replacement Flooring to Carpet Image, the lowest qualified bidder in the amount of \$27,430 as described in the memorandum from Luis F. Flores, Property and Procurement Officer, dated April 18, 2019.

City of

Jacksonville Beach

1460 Shetter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6226

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

## MEMORANDUM

**TO:** Michael Staffopoulos, City Manager  
**FROM:** Luis F. Flores, Property and Procurement Officer  
**DATE:** April 18, 2019  
**SUBJECT:** Above Ground Fuel Tank Replacement at Operations and Maintenance Facility

### ACTION REQUESTED

Approve a contract with Blue1 Energy Equipment for the replacement of two above ground fuel tanks at the O&M facility.

### BACKGROUND

The two above ground storage tanks (Mfg: Ecovault 10,000 gal and 6,000 gal) at the O&M facility have excessive rusting and water in the interstitial space. As a result, fuel samples taken contain water and heavy rust sediments. The tanks are over 20+ years old, do not have warranty and any extensive rehabilitation is cost prohibitive and may lead to further lining damage. Independent inspections by two consultants recommended tank replacement. The cost to replace the two fuel tanks (10,000 gal and 6,000 gal) was originally estimated at \$100,000.

A recent, more comprehensive inspection of the existing tanks with Blue 1 USA and Guardian Fueling Technologies, specializing in above ground fuel dispensing systems, determined that the current fuel tanks and supporting infrastructure are worse than originally estimated. It was also noted during the inspection that the existing 'Environ' generator piping directly attached to the above ground fuel tanks needs replacing.

The quote provided by Blue 1 USA and Guardian Fueling Technologies is fully turnkey. Engineered drawings for permitting are included in the proposal and two new mechanical line leak detectors will be installed. The existing Ecovault tanks are concrete clad units which will be demolished and hauled off. We anticipate the work to take five to six weeks to complete once the tanks are manufactured.



Memo to Michael Staffopoulos  
Above Ground Replacement Fuel Tanks  
April 18, 2019

2

Staff obtained pricing from Blue1 Energy Equipment under the Fleet Storage & Dispensing Equipment Cooperative Purchasing Agreement, available through Sourcewell (formerly NJPA). Sourcewell contract 040215-PGE is a competitively bid agreement for the following types of goods and services:

- Petroleum storage tanks and above ground fuel systems
- Dispensers and fuel management equipment
- Mobile fuel trailers and emergency fuel pumps
- Misfuel prevention device
- Fuel island canopies and storage sheds
- Diesel and gasoline parts and accessories
- Diesel Exhaust Fluid (DEF) storage and tanks
- DEF dispensers, pumps, parts, and accessories
- Propane autogas storage tanks, dispensers, and turnkey systems
- Installation services and project management
- Environmental inspections, repairs, and services

Sourcewell contracts leverage national volume pricing. Blue1 Energy Equipment has partnered with Sourcewell (formerly NJPA) to offer education, government and non-profit agencies a nationally leveraged, competitively bid contract. All Sourcewell contracts have been competitively solicited in accordance with public purchasing rules and regulations.

The proposed repairs will restore the existing above ground fuel tanks with new Fireguard custom engineered tanks meeting our site requirements and current building codes. The tanks meet NFPA 30 and 30A codes and applicable UL listings. Both tanks are double-walled with 110% secondary containment.

The pricing for this contract is established under Puregreen Equipment Services – Sourcewell Contract (#040215-PGE). The estimated cost for a turnkey replacement of both above ground fuel tanks is \$247,800. A 10% contingency allowance of \$24,180 is requested for unforeseen costs.

Memo to Michael Staffopoulos  
Above Ground Replacement Fuel Tanks  
April 18, 2019

3

Additional funding for the project will come from the General Capital Projects Fund, Building Reserves and the budget will be adjusted at yearend.

Budget Summary:

Tank Replacement	\$229,550
Generator Piping Replacement	\$8,250
Spill Prevention Control Countermeasure Plan	<u>\$10,000</u>
Blue 1 Energy Equipment Total	\$247,800
10% Contingency allowance	<u>\$24,780</u>
Total Project Costs	<u>\$272,580</u>
FY 2019/2023 Capital Improvement Plan Budget	\$100,000
General Capital Projects Fund, Building Reserves	\$172,580

**RECOMMENDATION:**

Approve the contract with Blue1 Energy Equipment for the turnkey purchase of two above ground fuel tanks as described in a memo from Luis F. Flores, Property and Procurement Officer, dated April 18, 2019.

April 19, 2019

**TO:** Mike Staffopoulos, City Manager  
**FROM:** Dave Millinor, Public Works Director  
**SUBJECT:** Award Bid No: 1819-12, Miscellaneous Water Main Replacement at Various Locations - Phase F

City of  
 Jacksonville Beach  
 City Hall  
 11 North Third Street  
 Jacksonville Beach  
 FL 32250  
 [P] 904.247.6268  
 [P] 904.247.6276

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

**ACTION REQUESTED:**

Award Unit Price Bid Number 1819-12, "Miscellaneous Water Main Replacement at Various Locations - Phase F," to Jax Utilities Management, Inc., and authorize construction administration services with the project design firm, Jones Edmunds & Associates, Inc.

**BACKGROUND:**

This project is part of the water main improvements program in the City's FY2019 Capital Improvement Plan, where existing deteriorated, unlined cast iron and galvanized water mains are being replaced over time. This project entails replacing approximately 3,500 linear feet 2-inch galvanized steel water main with 4-inch and 6-inch PVC water main on the following streets (map attached):

<u>STREET</u>	<u>From</u>	<u>To</u>
• 9 <sup>th</sup> Street N.	16 <sup>th</sup> Avenue N.	17 <sup>th</sup> Avenue N.
• 21 <sup>st</sup> Street N.	11 <sup>th</sup> Avenue N.	12 <sup>th</sup> Avenue N.
• 16 <sup>th</sup> Street N.	9 <sup>th</sup> Avenue N.	Southerly Dead End
• 17 <sup>th</sup> Street N.	9 <sup>th</sup> Avenue N.	Southerly Dead End
• 18 <sup>th</sup> Street N.	9 <sup>th</sup> Avenue N.	Southerly Dead End
• 19 <sup>th</sup> Street N.	9 <sup>th</sup> Avenue N.	Southerly Dead End
• 23 <sup>st</sup> Street N.	Azalea Drive	Northerly Dead End
• 1 <sup>st</sup> Avenue S.	10 <sup>th</sup> Street S.	11 <sup>th</sup> Street S.
• 2 <sup>nd</sup> Avenue S.	10 <sup>th</sup> Street S.	11 <sup>th</sup> Street S.
• 11 <sup>th</sup> Street S.	1 <sup>st</sup> Avenue S.	South of 2 <sup>nd</sup> Ave. S.

Ancillary work such as water services (69 services), valves, fittings, piping, water main connections, the addition of new fire hydrants as necessary, and replacement of disturbed areas are included in the project.

The Invitation to Bid was advertised and seven (7) bids were received. The City's design engineering firm, *Jones Edmunds & Associates, Inc.* evaluated the bids and



recommended award of the Bid to Jax Utilities Management, Inc., which was the lowest, qualified bidder. The bid tabulation sheet is attached.

The construction cost and staff recommendation are summarized as follows:

<b>Unit Price Bid No: 1819-12, Miscellaneous Water Main Replacement at Various Locations - Phase F</b>		
<u>DESCRIPTION</u>	<u>COST</u>	<u>RECOMMENDATION</u>
Unit Price Bid (based on estimated quantities)	\$ 367,777.64	<ul style="list-style-type: none"> <li>• Award to <i>Jax Utilities Management, Inc.</i>, (the lowest qualified bidder)</li> </ul>
15% Contingency*	\$ 55,166.65	
<b>Construction Total:</b>	<b>\$ 422,944.29</b>	
Construction Administration (C&A) Services	\$ 16,078.00	<ul style="list-style-type: none"> <li>• Authorize C &amp; A with <i>Jones Edmunds &amp; Associates, Inc.</i> (the project's design firm)</li> </ul>
10% Contingency	\$ 1,607.80	
<b>C&amp;A Services Total:</b>	<b>\$ 17,685.80</b>	
<b>GRAND TOTAL:</b>	<b>\$ 440,630.09</b>	
<ul style="list-style-type: none"> <li>• This construction project is budgeted in the FY 2019 Public Works Distribution &amp; Collection Division capital account.</li> </ul>		

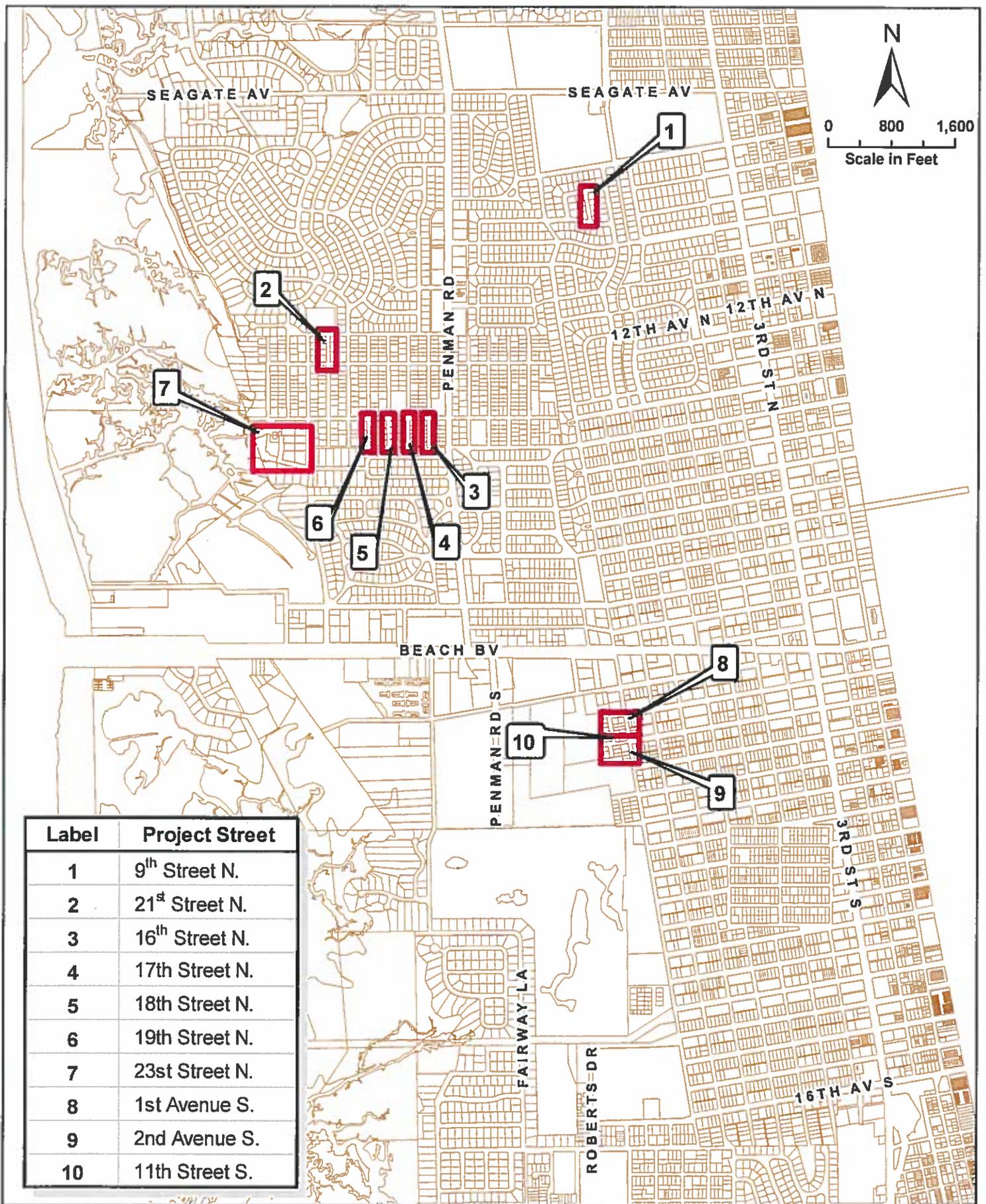
\*15% contingency is recommended due to unforeseen additional site work quantities.

It is recommended that the Unit Price Bid 1819-12, "Miscellaneous Water Main Replacement at Various Locations - Phase F," be awarded to the lowest, qualified bidder, Jax Utilities Management, Inc. at a cost, based on estimated quantities, of \$ 367,777.64, plus a 15% contingency, for a total cost not to exceed \$ 422,944.29.

It is recommended that Construction Administration Services be authorized with the project's design firm, Jones Edmunds & Associates, Inc., at a cost not to exceed \$ 16,078.00, plus a 10% contingency, for a total cost not to exceed \$ 17,685.80.

**RECOMMENDATION:**

Award Unit Price Bid Number 1819-12, titled "Miscellaneous Water Main Replacement at Various Locations - Phase F," to Jax Utilities Management, Inc., and authorize Construction Administration Services with the project's design firm, Jones Edmunds and Associates, Inc., as explained in the memorandum from the Public Works Director dated April 19, 2019.



Label	Project Street
1	9 <sup>th</sup> Street N.
2	21 <sup>st</sup> Street N.
3	16 <sup>th</sup> Street N.
4	17th Street N.
5	18th Street N.
6	19th Street N.
7	23st Street N.
8	1st Avenue S.
9	2nd Avenue S.
10	11th Street S.



City of  
Jacksonville Beach  
Property and  
Procurement Division  
1460A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6229  
Email: [purchasing@jaxbchfl.net](mailto:purchasing@jaxbchfl.net)  
[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

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

**BID AWARD NOTICE**

Date: April 18, 2019  
From: Luis F. Flores, Property and Procurement Officer  
RE: **Bid No. 1819-12 Miscellaneous Water Main Replacement at Various Locations - Phase F**

Recommendation will be presented to the City Manager for:

Bid Number: 1819-12  
Title: Miscellaneous Water Main Replacement at Various Locations - Phase F

Following is the bid tabulation sheet:

Contractor	Total Bid Price
JAX Utilities Management, Inc.	\$367,777.64 A
MAER Homes, LLC dba MAER Construction	\$396,981.95 A
Grimes Utilities, Inc.	\$586,654.78 B
United Brothers Development Corporation	\$700,368.27 A
Allsite Contracting, Inc.	\$751,695.81
Intercounty Engineering, Inc.	\$1,243,421.22 C
TV Diversified, LLC	\$1,298,676.26 A

- A A 1.5% Payment Plus Performance Bond was added to submitted bid
- B Bid contained mathematical errors with 1.5% Payment Plus Performance Bond allowance
- C Bid contained mathematical errors with unit price extensions

Award to: **JAX Utilities Management, Inc.**

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

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

We would like to thank each respondent for their submittal.

Luis F. Flores

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



Miscellaneous Water Main Replacement at Various Locations – Phase F					Alisla Contracting, Inc.		Grimes Utilities, Inc.		Intercounty Engineering, Inc. Pompano Beach, Florida		JAX Utilities Management, Inc. Jacksonville, Florida		Maer Homes LLC dba Maer Construction Orange Park, Florida		TV Diversified, LLC West Palm Beach, Florida		United Brother Development Corporation Jacksonville, Florida	
Item #	M&P	Description	QTY	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>WATER MAINS</b>																		
1	1	F&I 4-Inch DR 18 C-900 PVC Pipe	1,260	LF	\$ 61.00	\$ 78,860.00	\$ 63.00	\$ 79,380.00	\$ 215.44	\$ 271,454.40	\$ 18.00	\$ 20,160.00	\$ 23.00	\$ 28,980.00	\$ 134.00	\$ 168,840.00	\$ 48.00	\$ 60,480.00
2	1	F&I 6-Inch DR 18 C-900 PVC Pipe	2,250	LF	\$ 65.00	\$ 146,250.00	\$ 73.00	\$ 164,250.00	\$ 221.32	\$ 497,970.00	\$ 19.00	\$ 42,750.00	\$ 32.00	\$ 72,000.00	\$ 154.00	\$ 346,500.00	\$ 81.00	\$ 137,250.00
3	2	Transfer 1-Inch Water Services (Short Side)	36	EA	\$ 2,301.00	\$ 82,836.00	\$ 1,030.00	\$ 37,080.00	\$ 1,783.10	\$ 63,471.60	\$ 790.00	\$ 28,440.00	\$ 1,352.00	\$ 48,672.00	\$ 1,800.00	\$ 64,800.00	\$ 2,320.00	\$ 83,520.00
4	2	Transfer 1-Inch Water Services (Long Side)	33	EA	\$ 2,313.00	\$ 76,329.00	\$ 1,815.00	\$ 59,895.00	\$ 2,135.33	\$ 70,465.89	\$ 1,410.00	\$ 46,530.00	\$ 1,908.03	\$ 62,964.99	\$ 4,600.00	\$ 151,800.00	\$ 4,795.00	\$ 158,235.00
5	3	F&I 1-Inch Temporary Sample Taps	18	EA	\$ 1,108.00	\$ 19,944.00	\$ 370.00	\$ 6,660.00	\$ 1,481.73	\$ 26,311.14	\$ 560.00	\$ 10,080.00	\$ 1,564.00	\$ 28,152.00	\$ 1,720.00	\$ 30,960.00	\$ 579.00	\$ 10,422.00
6	4	F&I 2-Inch Flushing Hydrant	4	EA	\$ 2,692.00	\$ 10,768.00	\$ 1,040.00	\$ 4,160.00	\$ 1,400.44	\$ 5,601.76	\$ 2,832.00	\$ 11,328.00	\$ 2,200.00	\$ 8,800.00	\$ 3,100.00	\$ 12,400.00	\$ 1,791.00	\$ 7,164.00
<b>VALVES</b>																		
7	5	F&I 6-Inch Gate Valve	4	EA	\$ 2,652.00	\$ 10,608.00	\$ 1,145.00	\$ 4,580.00	\$ 3,978.23	\$ 15,904.92	\$ 2,439.00	\$ 9,720.00	\$ 1,171.78	\$ 4,687.12	\$ 5,370.00	\$ 21,480.00	\$ 1,833.00	\$ 7,332.00
8	6	F&I 8-Inch x 6-Inch Tapping Sleeve and Valve	3	EA	\$ 6,574.00	\$ 19,722.00	\$ 4,175.00	\$ 12,525.00	\$ 6,182.55	\$ 18,547.65	\$ 7,347.00	\$ 22,041.00	\$ 4,200.00	\$ 12,600.00	\$ 9,273.00	\$ 27,819.00	\$ 6,440.00	\$ 19,320.00
9	6	F&I 6-Inch x 6-Inch Tapping Sleeve and Valve	5	EA	\$ 6,279.00	\$ 31,395.00	\$ 4,165.00	\$ 20,825.00	\$ 5,548.27	\$ 27,741.35	\$ 6,927.00	\$ 34,635.00	\$ 3,300.00	\$ 16,500.00	\$ 8,846.00	\$ 44,230.00	\$ 6,375.00	\$ 31,875.00
10	6	F&I 6-Inch x 4-Inch Tapping Sleeve and Valve	2	EA	\$ 5,938.00	\$ 11,876.00	\$ 3,730.00	\$ 7,460.00	\$ 4,815.54	\$ 9,631.08	\$ 5,334.00	\$ 10,668.00	\$ 3,150.00	\$ 6,300.00	\$ 8,200.00	\$ 16,400.00	\$ 5,745.00	\$ 11,490.00
11	7	F&I Fire Hydrant Assembly with 6-Inch x 6-Inch DI MJ Tee	6	EA	\$ 7,293.00	\$ 43,758.00	\$ 5,180.00	\$ 31,080.00	\$ 6,690.42	\$ 40,142.52	\$ 7,810.00	\$ 45,660.00	\$ 4,287.89	\$ 25,728.14	\$ 7,000.00	\$ 42,000.00	\$ 7,168.00	\$ 43,008.00
<b>WATER MAIN FITTINGS</b>																		
12	8	F&I 6-Inch DI MJ 45 Bend	4	EA	\$ 2,125.00	\$ 8,500.00	\$ 215.00	\$ 860.00	\$ 2,628.78	\$ 10,515.12	\$ 448.00	\$ 1,792.00	\$ 492.39	\$ 1,969.56	\$ 700.00	\$ 2,800.00	\$ 359.00	\$ 1,436.00
13	8	F&I 6-Inch DI MJ 90 Bend	3	EA	\$ 2,137.00	\$ 6,411.00	\$ 230.00	\$ 690.00	\$ 2,653.96	\$ 7,961.88	\$ 486.00	\$ 1,458.00	\$ 531.03	\$ 1,593.09	\$ 850.00	\$ 2,550.00	\$ 381.00	\$ 1,143.00
14	8	F&I 6-Inch 11-1/4 Bend	1	EA	\$ 2,122.00	\$ 2,122.00	\$ 215.00	\$ 215.00	\$ 2,821.91	\$ 2,821.91	\$ 460.00	\$ 460.00	\$ 455.00	\$ 455.00	\$ 650.00	\$ 650.00	\$ 359.00	\$ 359.00
15	8	F&I 6-Inch x 6-Inch DI MJ Tee	1	EA	\$ 2,202.00	\$ 2,202.00	\$ 345.00	\$ 345.00	\$ 2,793.64	\$ 2,793.64	\$ 799.00	\$ 799.00	\$ 655.32	\$ 655.32	\$ 1,250.00	\$ 1,250.00	\$ 686.00	\$ 686.00
16	8	F&I 6-Inch x 4-Inch DI MJ Reducer	2	EA	\$ 2,103.00	\$ 4,206.00	\$ 190.00	\$ 380.00	\$ 2,580.89	\$ 5,161.38	\$ 413.00	\$ 826.00	\$ 405.00	\$ 810.00	\$ 550.00	\$ 1,100.00	\$ 515.00	\$ 1,030.00
17	9	Remove and Replace Damaged Meter Boxes	5	EA	\$ 2,080.00	\$ 10,400.00	\$ 280.00	\$ 1,400.00	\$ 2,532.60	\$ 12,663.00	\$ 410.00	\$ 2,050.00	\$ 355.00	\$ 1,775.00	\$ 688.00	\$ 3,330.00	\$ 439.00	\$ 2,195.00
<b>WATER MAIN ABANDONMENT/REMOVAL</b>																		
18	10	Cut and Cap Existing 2-inch Water Main	6	EA	\$ 2,039.00	\$ 12,234.00	\$ 670.00	\$ 4,020.00	\$ 1,266.30	\$ 7,597.80	\$ 750.00	\$ 4,500.00	\$ 625.00	\$ 3,750.00	\$ 1,200.00	\$ 7,200.00	\$ 575.00	\$ 3,450.00
19	10	Cut and Cap Existing 1 1/2-inch Water Main	1	EA	\$ 2,031.00	\$ 2,031.00	\$ 670.00	\$ 670.00	\$ 2,427.27	\$ 2,427.27	\$ 625.00	\$ 625.00	\$ 580.00	\$ 580.00	\$ 1,200.00	\$ 1,200.00	\$ 675.00	\$ 675.00
<b>PAVING, SIDEWALK, DRIVEWAYS</b>																		
20	11	Asphalt Pavement Removal and Replacement (SP 9.5, 2 Inches Thick) with Crushcrete Base and Stabilized Sub-grade	360	SY	\$ 145.00	\$ 52,200.00	\$ 130.00	\$ 46,800.00	\$ 66.34	\$ 23,882.40	\$ 68.00	\$ 24,480.00	\$ 57.00	\$ 20,520.00	\$ 535.00	\$ 192,600.00	\$ 157.00	\$ 56,520.00
21	12	Remove and Replace 6-Inch Concrete Driveway	240	SY	\$ 225.00	\$ 54,000.00	\$ 130.00	\$ 31,200.00	\$ 102.72	\$ 24,652.80	\$ 69.00	\$ 14,160.00	\$ 62.00	\$ 14,880.00	\$ 85.00	\$ 20,400.00	\$ 84.00	\$ 20,160.00
22	13	Remove and Replace 6-Inch Concrete Sidewalk	7	SY	\$ 225.00	\$ 1,575.00	\$ 210.00	\$ 1,470.00	\$ 173.34	\$ 1,213.38	\$ 59.00	\$ 413.00	\$ 100.00	\$ 700.00	\$ 85.00	\$ 595.00	\$ 84.00	\$ 588.00
23	14	Remove and Replace Gravel Driveway	15	SY	\$ 145.00	\$ 2,175.00	\$ 232.00	\$ 3,480.00	\$ 874.10	\$ 10,111.50	\$ 45.00	\$ 675.00	\$ 75.00	\$ 1,125.00	\$ 192.00	\$ 2,880.00	\$ 34.00	\$ 510.00
24	15	Remove and Replace Asphalt Driveway (SP 9.5, 2 Inches Thick) with Crushcrete Base and Stabilized Sub-grade	15	SY	\$ 205.00	\$ 3,075.00	\$ 271.00	\$ 4,065.00	\$ 102.72	\$ 1,540.80	\$ 46.00	\$ 720.00	\$ 57.00	\$ 855.00	\$ 480.00	\$ 7,200.00	\$ 142.00	\$ 2,130.00
25	16	Remove and Replace Concrete Curb and Gutter	70	LF	\$ 75.00	\$ 5,250.00	\$ 102.00	\$ 7,140.00	\$ 104.86	\$ 7,340.20	\$ 39.00	\$ 2,730.00	\$ 35.00	\$ 2,450.00	\$ 57.00	\$ 3,990.00	\$ 52.00	\$ 3,640.00
26	17	Thermoplastic Striping 24-Inch White Stop Bars	60	LF	\$ 115.00	\$ 6,900.00	\$ 110.00	\$ 6,600.00	\$ 331.70	\$ 19,902.00	\$ 5.80	\$ 348.00	\$ 20.00	\$ 1,200.00	\$ 70.00	\$ 4,200.00	\$ 20.00	\$ 1,200.00

Miscellaneous Water Main Replacement at Various Locations – Phase F				Allsite Contracting, Inc.		Grimes Utilities, Inc.		Intercounty Engineering, Inc. Pompano Beach, Florida		JAX Utilities Management, Inc. Jacksonville, Florida		Maer Homes LLC dba Maer Construction Orange Park, Florida		TV Diversified, LLC West Palm Beach, Florida		United Brother Development Corporation Jacksonville, Florida		
<b>LANDSCAPING</b>																		
27	18	Sod Replacement (St. Augustine or Bermuda)	1935	SY	\$ 16.00	\$ 30,960.00	\$ 13.00	\$ 25,155.00	\$ 10.49	\$ 20,298.15	\$ 7.50	\$ 14,512.50	\$ 9.00	\$ 17,415.00	\$ 26.00	\$ 50,310.00	\$ 10.00	\$ 19,350.00
<b>UNSUITABLE MATERIALS</b>																		
28	19	Unsuitable Materials Removal and Backfill Fill with A-3 Sand (Contingency)	200	CY	\$ 30.00	\$ 6,000.00	\$ 78.00	\$ 15,600.00	\$ 85.00	\$ 17,120.00	\$ 49.00	\$ 9,800.00	\$ 25.00	\$ 5,000.00	\$ 250.00	\$ 50,000.00	\$ 24.25	\$ 4,850.00
29		Payment Plus Performance Bond (1.5% Max.)	1		\$ 11,108.81	\$ 11,108.81	\$ 8,669.78	\$ 8,669.78	\$ 18,375.68	\$ 18,375.68	\$ 5,435.14	\$ 5,435.14	\$ 5,866.73	\$ 5,866.73	\$ 19,192.26	\$ 19,192.26	\$ 10,350.27	\$ 10,350.27
<b>TOTAL BID PRICE</b>						\$751,695.81		\$586,854.78		\$1,243,421.22		\$367,777.64		\$396,981.95		\$1,298,676.28		\$700,368.27
<b>ATTACHMENTS TO BID</b>																		
Bid Form is signed					X		X		X		X		X		X		X	
Section 00301-A Subcontractor Listing					X		X		X		X		X		X		X	
Section 00301-B Required Disclosure					X		X		X		X		X		X		X	
Section 00301-C Letter of Compliance with the Florida Trench Safety Act					X		X		X		X		X		X		X	
Section 00301-D Bid Award Notice Form					X		X		X		X		X		X		X	
Section 00301-E Drug-Free Workplace Compliance Form					X		X		X		X		X		X		X	
Section 00300-F Non-Bankruptcy Affidavit					X		X		X		X		X		X		X	
Section 00410 Bid Bond					X		X		X		X		X		X		X	
Section 00480 Noncollusion Affidavit					X		X		X		X		X		X		X	
Copy of Occupational License					X		X		X		X		X		X		X	
Completed and Signed W-9 Form					X		X		X		X		X		X		X	
Documentation to demonstrate qualifications to perform the work as required in Section 00200, Instructions Available to Bidders, Section 1.4, Qualifications of Bidders, Paragraph B.					X		X		X		X		X		X		X	

Certification:



4/18/2019

Brian Iserman, PE  
Project Manager

April 18, 2019

Martin Martirone, PE  
City Engineer  
City of Jacksonville Beach  
Department of Public Works  
1460A Shetter Avenue  
Jacksonville Beach, Florida 32250

RE: Recommendation of Award for Miscellaneous Water Main Replacement at Various Locations – Phase F  
City Bid No. 1819-12  
Jones Edmunds Project No.: 09803-037-01  
City of Jacksonville Beach

Dear Mr. Martirone:

This letter summarizes the construction contract bids received for the Miscellaneous Water Main Replacement at Various Locations – Phase F Project. The City of Jacksonville Beach received bids for the project on April 10, 2019, at 2:00 pm.

Seven (7) contractors submitted bids for the project. The bids were evaluated for conformance with the criteria set forth in the bidding documents. The total corrected bids from the seven contractors ranged from \$367,777.64 to \$1,298,676.26.

During the review of the bids, it was found that four (4) of the bidders, including Jax Utilities Management, Inc., had omitted Bid Line Item 29 – Payment Plus Performance Bond (1.5% Max.). Jones Edmunds adjusted the four (4) bids by adding the 1.5% times the original bid form amounts into the Bid Tabulations. The corrected total bid amount, and apparent low responsive bid, for Jax Utilities Management is \$367,777.64. Jones Edmunds recommends to the City of Jacksonville Beach to receive confirmation from Jax Utilities Management, Inc., regarding acceptance of the corrected bid total.

Jones Edmunds has reviewed the remaining portions of the submitted bid package provided by Jax Utilities Management, Inc., and finds the bid responsive. All required bid forms were provided. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida.

Jones Edmunds also investigated the contractor's experience, reputation, and performance on past projects and finds the contractor capable of performing the work for this project based on the information received.

Martin Martirone, PE  
City Engineer  
April 18, 2019  
Page 2

Jones Edmunds believes Jax Utilities Management, Inc.'s bid to be responsive and, based on the findings above, does not take exception to awarding the project to the lowest responsive bidder, Jax Utilities Management, Inc., for the bid price of:

**Total Bid Price      \$367,777.64**

We also recommend that the City set aside a contingency fund in an amount of fifteen percent (15%) of the total bid price to allow for any unknown conditions that may be encountered during construction.

We appreciate the opportunity to continue to provide services to the City of Jacksonville Beach and look forward to the successful construction of this project. If you have any questions, please contact me at your convenience by phone at (904) 744-5401 or by email at [BIcerman@jonesedmunds.com](mailto:BIcerman@jonesedmunds.com).

Sincerely,



Brian Icerman, PE  
Vice President  
8657 Baypine Road, Suite 300  
Jacksonville, Florida 32256-8634

April 18, 2019

Kayle Moore, PE  
City of Jacksonville Beach  
Department of Public Works  
1460A Shetter Avenue  
Jacksonville Beach, Florida 32250

RE: Proposal for Construction-Administration Services  
Miscellaneous Water Main Replacement at Various Locations – Phase F  
City Bid No. 1819-12  
Jones Edmunds Project No.: 09803-037-02  
City of Jacksonville Beach, Florida

Dear Mr. Moore:

Jones Edmunds is pleased to submit this proposed Scope of Services and estimated fees for providing construction-administration services for Miscellaneous Water Main Replacement at Various Locations – Phase F Project. We understand that the City will provide full-time resident observation for the project and will approve all pay requests. Our Scope of Services reflects the services requested by City. Additionally, we attach a detailed fee breakdown for your review.

## **CONSTRUCTION ADMINISTRATION SCOPE OF SERVICES**

Jones Edmunds proposes to provide the City with the following services during the approximately 180-calendar-day construction duration.

### **TASK 1 – PROJECT MANAGEMENT AND CONTRACT DOCUMENT PREPARATION**

- Review Performance and Payment Bonds for conformance with City requirements and verify the credit rating of the bonding company.
- Conform Contract Documents including Contract Specifications and Construction Drawings with Addendum information for the City's use only. Conformed Specifications and Drawings will not be provided to the Contractor.
- Prepare the agenda and arrange the Pre-Construction Conference.
- Notify affected parties (i.e. utilities) via email.

## **TASK 2 – PRE-CONSTRUCTION CONFERENCE AND SHOP DRAWING REVIEW**

- Attend the Pre-Construction Conference.
- Review and determine acceptability of the Contractor's shop drawings in accordance with the Contract Documents.

We anticipate the Contractor will submit the following shop drawings:

- |                          |                                  |                   |
|--------------------------|----------------------------------|-------------------|
| ▪ PVC Pipe               | ▪ Fire Hydrants                  | ▪ Crushcrete      |
| ▪ Ductile Iron Pipe      | ▪ Concrete Sidewalk/Driveways    | ▪ Tapping Sleeves |
| ▪ Polyethylene Pipe Wrap | ▪ Curb and Gutter                | ▪ Water Services  |
| ▪ Valves                 | ▪ Asphalt Pavement               | ▪ Meter Boxes     |
| ▪ Fittings               | ▪ Roadway and Crosswalk Striping | ▪ Density Tests   |

## **TASK 3 – SITE VISITS, RFIs, CHANGE ORDERS, AND WALKTHROUGHS**

- Perform up to 5 site visits (approximately monthly) during the 180-calendar-day construction duration.
- Respond to Contractor RFIs during construction.
- Review Change Orders using the Contract Documents and data supplied by the City and the Contractor.
- Prepare and review closeout documents in accordance with the Contract Documents.
- Review the Contractor-provided Record Drawings and submit comments to the City.

## **ASSUMPTIONS AND EXCLUSIONS**

- We assume the City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.
- We assume the construction will last approximately 180 calendar days. A longer construction schedule may require additional site visits.

## **COMPENSATION**

In accordance with our Contract for Continuing Professional Engineering Services, dated October 1, 2016, Jones Edmunds proposes to perform this Scope of Services on a time-and-materials basis for a not to exceed amount of \$16,078.

Kayle Moore, PE  
April 18, 2019  
Page 3

We appreciate this opportunity to continue to provide services to the City of Jacksonville Beach. We look forward to your acceptance of this proposal. In the meantime, if you have any questions or wish to discuss any aspect of this proposal, please contact me at your convenience by phone at (904) 744-5401 or by email at [BIcerman@jonesedmunds.com](mailto:BIcerman@jonesedmunds.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Icerman", with a long horizontal flourish extending to the right.

Brian Icerman, PE  
Vice President  
8657 Baypine Road, Suite 300  
Jacksonville, Florida 32256-8634

Y:\09803-Jacksonville Beach\Projects\037-01 Misc Water Main Replacement Ph F\General\Proposals\CA\_Services\_2019-04-17.docx

## Water Main Improvements at Various Locations - Phase F

### CITY OF JACKSONVILLE BEACH

#### Professional Services During Construction Cost Estimate

RFP 07-1516 Associate Classification		RFQ 07-1516 Rates	\$ 233.00	\$ 173.00	\$ 166.00	\$ 116.00	\$ 93.00				
		Senior Engineer	Project Manager	Design Engineer	Cadd Operator	Clerical	Total Hours	Total Labor Costs	Reimbursable Expenses	Total Costs	
PROJECT TASK											
1	PROJECT MANAGEMENT AND CONTRACT DOCUMENT PREPARATION	2	4	16		4	26	\$ 4,186.00	\$ 100.00	\$ 4,286.00	
2	PRE-CONSTRUCTION CONFERENCE AND SHOP DRAWING REVIEW	2	4	24		4	34	\$ 5,514.00	\$ 50.00	\$ 5,564.00	
3	SITE VISITS, RFIS, CHANGE ORDERS, AND WALKTHROUGHS	2	4	24	4	4	38	\$ 5,978.00	\$ 250.00	\$ 6,228.00	
<b>TOTAL</b>		<b>6</b>	<b>12</b>	<b>64</b>	<b>4</b>	<b>12</b>	<b>98</b>	<b>\$ 15,678.00</b>	<b>\$ 400.00</b>	<b>\$ 16,078.00</b>	

City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6274

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

**MEMORANDUM**

**TO:** Michael Staffopoulos, City Manager  
**FROM:** Ashlie Gossett, Chief Financial Officer  
**SUBJECT:** Mid-Year Budget Adjustment  
**DATE:** April 19, 2019

**ACTION REQUESTED:**

Adopt Resolution 2032-2019 authorizing the mid-year budget adjustment.

**BACKGROUND:**

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

The attached budget resolution reflects proposed adjustments to be made which represent changes in departmental or fund budgets. Detailed explanations are also provided as a part of these adjustments.

The budget adjustments were previously approved by the City Council, Community Redevelopment Agency or Pension Boards, or discussed with the City Council at budget workshops with the following exceptions:

<b>Funding</b>	<b>Amount</b>	<b>Description</b>
Electric Fund	\$5,000	Electric Engineering Internship program funded by a Demonstration of Energy & Efficiency Development Scholarship through the American Public Power Association.



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General Fund	\$18,874	Unanticipated cost of relocating AT&T equipment due to conflict with proposed homeowner driveway
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General Fund	\$48,700	Fire Department overtime cost for the additional staffing to cover employee extended leave
--------------	----------	--

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Monies are available to fund all requested expenditures.

**RECOMMENDATION:**

Adopt Resolution 2032-2019 authorizing the mid-year budget adjustment.

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

Adopted: \_\_\_\_\_

**RESOLUTION NO. 2032-2019**

**A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019**

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

**SECTION 1:** The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2018 and ending September 30, 2019 be amended as follows:

**General Fund -- 001**

**General Fund Revenues :**

Insurance reimbursements	a.	\$	3,288	001-0000-364-00-364003
Donations and contributions - Carver Center	b.	\$	100	001-0000-366-00-366010
Donations and contributions - Fire Department	c.	\$	5,450	001-0000-366-00-366015

- a. To adjust budget for insurance proceeds that will be used to offset the cost of the vehicle repairs or replacement.
- b. To adjust budget for Carver Center donations to offset the cost of enrichment programs and corresponding supplies.
- c. To adjust budget for contributions from special events to offset Fire Department overtime costs for the events.

**General Fund Expenditures :**

**Parks & Recreation**

Operating - supplies	a.	\$	100	001-0609-572-52-552000
----------------------	----	----	-----	------------------------

- a. To adjust budget for Carver Center donations to offset the cost of enrichment programs and corresponding supplies.

**Public Works - Streets**

Operating - other charges	a.	\$	18,874	001-0701-541-49-549000
---------------------------	----	----	--------	------------------------

- a. To adjust budget for unanticipated cost of relocating AT&T equipment due to conflict with new proposed homeowner driveway.

**Police**

Personal services - various	a.	\$	30,502	001-0906-521-12-512000
Operating - contract services	a.	\$	620	001-0906-521-34-534000
Capital outlay - equipment	a.	\$	5,500	001-0906-521-64-564000
Capital outlay - vehicles	a.	\$	32,000	001-0906-521-64-564001
Operating - repair & maintenance-vehicles	b.	\$	3,288	001-0906-521-46-546003

- a. To adjust budget for costs associated with the addition of one animal control officer (partial year). Approved by Council 12-17-2018.
- b. To adjust budget for insurance proceeds that will be used to offset the cost of the vehicle repairs or replacement.

**Fire**

Personal services - various	a.	\$	43,800	001-1001-522-12-512000
Personal services - overtime	b.	\$	48,700	001-1001-522-14-514000
Personal services - overtime	c.	\$	5,450	001-1001-522-14-514000

- a. To adjust budget for ratification of collective bargaining agreement with International Association of Firefighters, Local 2622. Approved by Council 1-22-2019.
- b. To adjust budget for overtime associated with employee extended leave.
- c. To adjust budget for contributions from special events to offset Fire Department overtime costs for the events.

**Non-departmental**

Operating - other charges	a.	\$	(136,196)	001-0000-519-49-549000
---------------------------	----	----	-----------	------------------------

- a. To adjust budget for net General Fund costs of budget adjustment.

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**Infrastructure Surtax - 151**

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**Expenses:**

Capital outlay - improvements	a.	\$	60,000	151-0713-572-63-563000
-------------------------------	----	----	--------	------------------------

- a. To adjust budget for unforeseen roadway conditions in the project to regrade and repave 4th Street South between 10th and 12th Avenues. Approved by Council 3-18-2019.

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**Downtown Redevelopment - 181**

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**Expenses:**

Capital outlay - improvements	a	\$	355,350	181-1601-515-63-563000
-------------------------------	---	----	---------	------------------------

- a. To adjust budget for construction and administration services for three ADA compliant dune walkovers. Approved by CRA on 8-27-2018 and Council on 10-1-2018.

---

**Southend Redevelopment Fund - 182**

---

**Expenses:**

- |                               |    |    |         |                        |
|-------------------------------|----|----|---------|------------------------|
| Capital outlay - improvements | a. | \$ | 196,681 | 182-1602-515-63-563000 |
|-------------------------------|----|----|---------|------------------------|
- a. To adjust budget for design of Ocean Terrace Drainage Improvements. Approved by CRA 1-28-2019 and by Council 2-18-2019.

---

**Electric Fund - 410**

---

**Revenues:**

- |                      |    |    |       |                        |
|----------------------|----|----|-------|------------------------|
| Grant reimbursements | a. | \$ | 5,000 | 410-0000-331-00-331000 |
|----------------------|----|----|-------|------------------------|

**Expenses:**

- |                             |    |    |       |                        |
|-----------------------------|----|----|-------|------------------------|
| Personal services - various | a. | \$ | 5,000 | 410-1203-531-12-512000 |
|-----------------------------|----|----|-------|------------------------|
- a. To adjust budget for electric engineering internship program funded by the American Public Power Association through a Demonstration of Energy & Efficiency Development Scholarship.

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**Natural Gas Fund - 411**

---

**Revenues:**

- |                                     |    |    |         |                        |
|-------------------------------------|----|----|---------|------------------------|
| Contribution in aid of construction | a. | \$ | 100,000 | 411-0000-366-00-366000 |
|-------------------------------------|----|----|---------|------------------------|

**Expenses:**

- |                               |    |    |         |                        |
|-------------------------------|----|----|---------|------------------------|
| Capital outlay - improvements | a. | \$ | 491,309 | 411-1202-531-63-563000 |
|-------------------------------|----|----|---------|------------------------|
- a. To adjust budget for extension of natural gas main. Approved by Council 3-18-2019.

---

**Water & Sewer Fund - 420**

---

**Revenues:**

- |                                      |    |    |       |                    |
|--------------------------------------|----|----|-------|--------------------|
| Other Misc. Revenue - Reimbursements | a. | \$ | 2,408 | 420-0000-369.02-00 |
|--------------------------------------|----|----|-------|--------------------|

**Expenses:**

- |                                     |    |    |       |                        |
|-------------------------------------|----|----|-------|------------------------|
| Operating - repairs and maintenance | a. | \$ | 2,408 | 420-0707-536-46-546011 |
|-------------------------------------|----|----|-------|------------------------|
- a. To adjust budget for insurance reimbursement and related damage to force main.

---

**Sanitation Fund - 430**

---

**Expenses:**

- |                               |    |    |        |                        |
|-------------------------------|----|----|--------|------------------------|
| Operating - contract services | a. | \$ | 51,521 | 430-0713-536-34-534000 |
|-------------------------------|----|----|--------|------------------------|
- a. To adjust budget for oceanfront cleaning services. Approved by Council 11-5-2018.

---

**Golf Course Fund - 440**

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**Expenses:**

Personal services - various	a.	\$	3,500	440-1401-572-12-512000
Operating - rentals and leases	b.	\$	32,322	440-1401-572-44-544001

- a. To adjust budget for cost of adding an Assistant Golf Course Superintendent position. Approved by Council 1-22-2019.
- b. To adjust budget for cost of adding ten golf carts to the fleet and for adding GPS to golf carts. Approved by Council 10-1-2018 and 2-4-2019.

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**Lease Facilities Fund - 460**

---

**Expenses:**

Operating - repairs and maintenance	a.	\$	7,905	460-0314-519-46-546000
Capital outlay - equipment	a.	\$	57,970	460-0314-519-64-564000

- a. To adjust budget for City Hall Video management system and service agreement. Approved by Council 3-4-2019.

---

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

**SECTION 3.** The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2018 and ending September 30, 2019, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

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

**SECTION 5.** The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2018 and ending September 30, 2019, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

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

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

**SECTION 8.** This Resolution shall take effect upon its passage and publication as required by law.

**AUTHENTICATED** this \_\_\_th day of \_\_\_\_\_, 2019.

---

William C. Latham, MAYOR

---

Laurie Scott, CITY CLERK

MEMORANDUM

City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6231  
Fax: 904.247.6107  
Planning@jaxbchfl.net

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

TO: Mike Staffopoulos, City Manager

FROM: Heather Ireland, Senior Planner

SUBJECT: Ordinance No. 2019-8117, amending the text of the Land Development Code Division 4. Sign Standards to provide standards for off-site signage for emergency services only, such as police stations, fire stations, paramedic facilities, and hospitals, (Applicant – Baptist Medical Center of the Beaches)

DATE: April 25, 2019

---

**ACTION REQUESTED:**

Adopt Ordinance No. 2019-8117, amending the text of the Land Development Code *Division 4. Sign Standards* to provide standards for off-site signage for emergency services only, such as police stations, fire stations, paramedic facilities, and hospitals.

**BACKGROUND:**

Baptist Medical Center of the Beaches has submitted a Land Development Code (LDC) Text Amendment application to amend the City's LDC's sign regulations to provide standards for off-site signage for emergency services only, to include police, fire, paramedic and hospital facilities. Currently, off-site signs are considered billboards and are prohibited city-wide. The purpose of the proposed amendment is primarily to allow Beaches Baptist to place and maintain existing off-site wayfinding signage on major roadways to help guide patients and visitors to the hospital, and also to make legal the hospital's existing nonconforming off-site signs. According to the narrative submitted with the application, and also from testimony at the Planning Commission meeting on the application, patients have expressed that the hospital is difficult to find. The hospital desires to provide direction and wayfinding signs to aid patients and visitors in locating the facility.

Currently, the only existing off-site signs for the hospital are ones that pre-existed the current sign regulations. These existing off-site signs are "grandfathered" until they are removed, destroyed, or abandoned. As nonconforming signs however, they cannot be modified in any way. Under the applicant's proposed text amendment, "emergency services wayfinding signage" would be made allowable off-site directional signage. Emergency services include police, fire, paramedic and hospital providing on-site emergency services. The applicant proposes



Emergency Services Wayfinding Signage to be permitted in all zoning districts except Redevelopment: RD districts.

A new Land Development Code section, "Section 34-458 – Emergency Services Wayfinding Signage", is proposed to be added to Division 4. Sign Standards. The purpose of this new section is to provide detailed standards for the types of emergency services signs permitted, the size of signs permitted, the content of signs, and other details.

**The new proposed Section 34-458 would permit the following:**

- Off-site wayfinding signage that contains directions and distances to emergency services;
- Off-site pole mounted signs with a maximum height of 24 feet and signage area of 54 square feet;
- Off-site monument signs with a maximum height of 16 feet and signage area of 120 square feet;
- Internal or external illumination of signs, except that illuminated signage shall not be located within 50 feet of the property line of a single-family residence;
- Off-site signs located within 50 feet of roadways which serve as a collector, arterial, or highway, or which feature more than 10,000 daily trips; and
- Off-site sign may be located on either private property or public right-of-ways with appropriate City approvals.

Pole mounted signs are no longer permitted in the City generally, so existing pole mounted signs can only be replaced with conforming monument style signs. Pursuant to the LDC, the maximum height of monument signs is 16 feet. The applicant's proposed pole sign height of 24 feet would exceed the existing sign height standards for commercial signs.

Existing off-site directional signs for the hospital consisting of the standard blue "H" and a directional arrow are located on 9th Street South facing both north and south bound lanes. These signs are approximately 8-9 feet tall and 6 square feet each. Other "H" signs are located at South Beach Parkway and Butler Boulevard (northbound), and Beach Boulevard at 9th Street facing both east and westbound lanes. Two larger pole mounted signs exist at 13th Avenue South and 3rd Street (northwest corner), and Beach Boulevard and 9th Street (southwest corner), both with approved right-of-way permits. These existing pole signs are each 15 feet tall and approximately 48 square feet in area.

The proposed amendment would allow both pole-mounted emergency wayfinding and monument style wayfinding signs to be located within 50 feet of a roadway that is a collector, arterial or highway, or which have more than 10,000 daily trips. Figure TE-5 from the Transportation Element of the City's 2030 Comprehensive Plan (attached) identifies all of the arterial and collector roadways in the City of Jacksonville Beach. The applicant did not provide a proposed number of, or proposed locations of, potential wayfinding signage, however diagrams of the proposed signage were distributed by the applicant at the Planning Commission hearing and are attached with the application materials.

While the City has enacted sign regulations to promote the use of monument signs for commercial advertising, the request for pole-mounted emergency wayfinding signage in right-of-way locations is actually preferable from a safety and visibility standpoint near street intersections. Staff does not feel that it would be appropriate to allow monument style emergency signage in any right-of-way locations for this same reason. Permits for signs located in rights-of-ways would be issued by The Public Works Department, and permits for signs on private property would be issued by the Planning and Development Department.

The Planning Commission met on April 8, 2019 to conduct their required public hearing on the application. Following the hearing and discussion of the proposed amendment with the applicant, the Planning Commission voted unanimously to recommend its approval by the City Council.

Proposed changes are located on the following pages of the attached Ordinance: 3, 4, 5, 14, 15, 16, 17, 19, 27, 28, and 29.

**RECOMMENDATION:**

Adopt Ordinance No. 2019-8117, amending the text of the Land Development Code *Division 4. Sign Standards* to provide standards for off-site signage for emergency services only, such as police stations, fire stations, paramedic facilities, and hospitals.



# LAND DEVELOPMENT CODE TEXT PC No. 3-19 AMENDMENT APPLICATION AS/400# 19-100019

This form is intended for use by persons applying for a change in the text of the comprehensive plan. A change to the text of the comprehensive plan is not intended to relieve a particular hardship, nor to confer special privileges or rights on any person, but to make necessary adjustments. No text amendment to the comprehensive plan may be approved except in conformance with the Jacksonville Beach 2030 Comprehensive Plan Elements. An application for a text amendment to the comprehensive plan shall include the information and attachments listed below, unless the requirement for any particular item is waived by the Planning and Development Director.

### APPLICANT INFORMATION

Land Owner's Name: Baptist Medical Center of the Beaches, Inc; Baptist Health Properties, Inc. Baptist Beaches Medical Condominium Association Inc. Telephone: 904-627-2900  
 Mailing Address: 3563 Philips Highway Building F Suite 608, Jacksonville, Florida 32207 Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Applicant Name: Baptist Medical Center of the Beaches, Inc. Telephone: \_\_\_\_\_  
 Mailing Address: 3563 Philips Highway Building F Suite 608, Jacksonville, Florida 32207 Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_

*NOTE: Written authorization from the land owner is required if the applicant is not the owner.*

Agent Name: Paul M. Harden, Esq. Telephone: 904-396-5731  
 Mailing Address: 501 Riverside Avenue, Suite 901 Fax: 904-399-5461  
Jacksonville, Florida 32202 E-Mail: paul\_harden@bellsouth.net  
zach\_miller@bellsouth.net

**RECEIVED**

FEB - 5 2019

### TEXT AMENDMENT DATA

**PLANNING & DEVELOPMENT**

Current Goal/Objective/Policy Number: Section 34, Division 4, Sign Standards

<u>REQUESTED INFORMATION</u>	<u>Attached?</u>	
	<u>Yes</u>	<u>No</u>
1. A copy of the relevant Duval County Property Assessment Map, showing the exact location of the land affected by the text amendment, with the boundaries clearly marked;	X	
2. An 8½" x11" vicinity map identifying the property affected by the text amendment;	X	
3. An aerial photograph, less than twelve (12) months old, of the land affected by text amendment, with the boundaries clearly marked;	X	
4. For a text amendment, include a narrative and explanation of the proposed amendment	X	
5. For a text amendment, include the current text of the LDC section proposed to be changed and the full text of the proposed amendment. The proposed text amendment submittal must include a cover letter containing a narrative statement explaining the amendment, why it is needed and how it will comply with the goals, objectives, and policies in the Jacksonville Beach 2030 Comprehensive Plan Elements.	X	

Applicant Signature: Paul M Harden Date: 2/5/19

## **Narrative**

Attached is a proposed text amendment to the Jacksonville Beach Land Development Code.

The purpose of the proposed amendment is to allow for off-site signage which provides wayfinding to emergency services such as police stations, fire stations, paramedic facilities and hospitals, such as Baptist Medical Center Beaches, which provide “Emergency services and care” as this term is defined under Florida Statutes.

In its decades of operation, Baptist Medical Center, Beaches has repeatedly heard from patients that it is difficult to find the facility, in particular during an emergency. The purpose of this amendment is to allow Beaches Baptist to place limited wayfinding signage on the major roadways that will help guide patients to the hospital.

The applicant understands that amending this portion of the land development code is the beginning of the process and that final design and location of signs will involve oversight and approval from the City in order to ensure that the signs do not detract from the character of the community in which they are located.

Applicant respectfully submits, per the application requirements, that the proposed amendment furthers the following goals and objectives of the 2030 Comprehensive Plan:

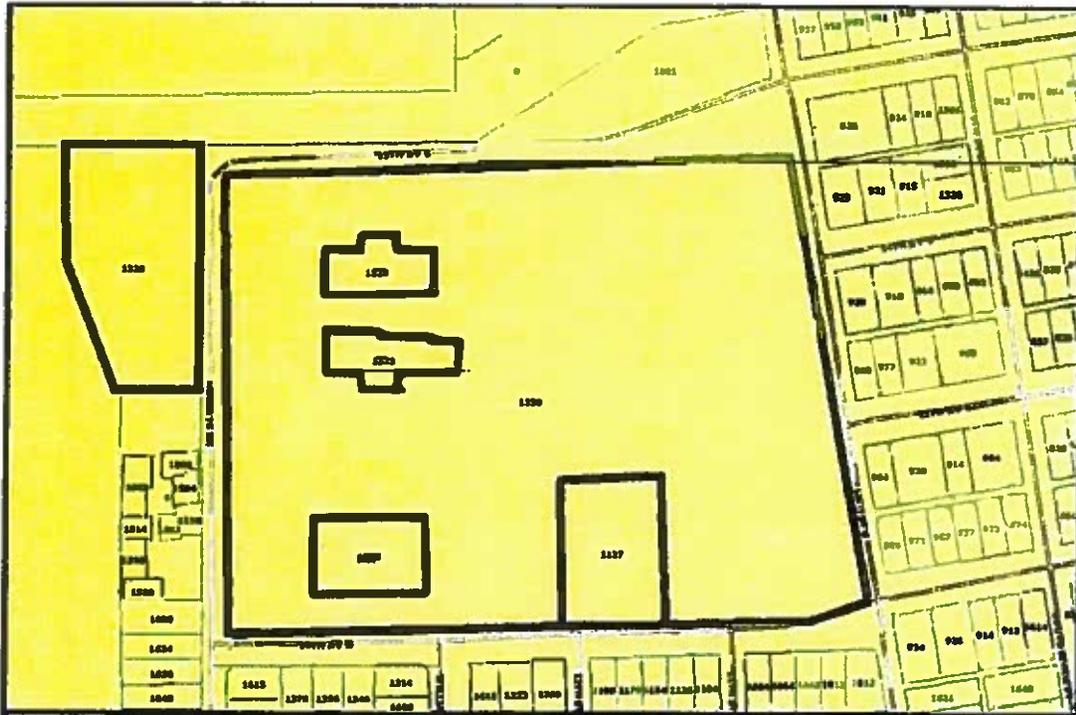
Objective TE 1.4 Provide for safe and convenient traffic flow and parking.

Policy LU.1.1.3 Prepare, adopt, and enforce regulatory measures to promote and enhance the visual appearance of the City such as sign controls, tree preservation and landscaping requirements, and nuisance laws. Encourage the use of street furniture in appropriate pedestrian areas.

Policy TE 1.6.2 Newdevelopment shall provide operational improvements to the City’s transportation system to mitigate their impacts on the system, to ensure smooth traffic flow, and to aid in the elimination of hazards. Improvements may include, but are not limited to adding turn lanes, deceleration lanes, signing, signals, and pavement marking.

Policy TC 1.4.7 Encourage travel demand management strategies to modify peak hour travel demand and reduce the number of vehicle miles traveled per capita within the City, as well as transportation system management strategies to improve system efficiency and enhance safety.

EXHIBIT A

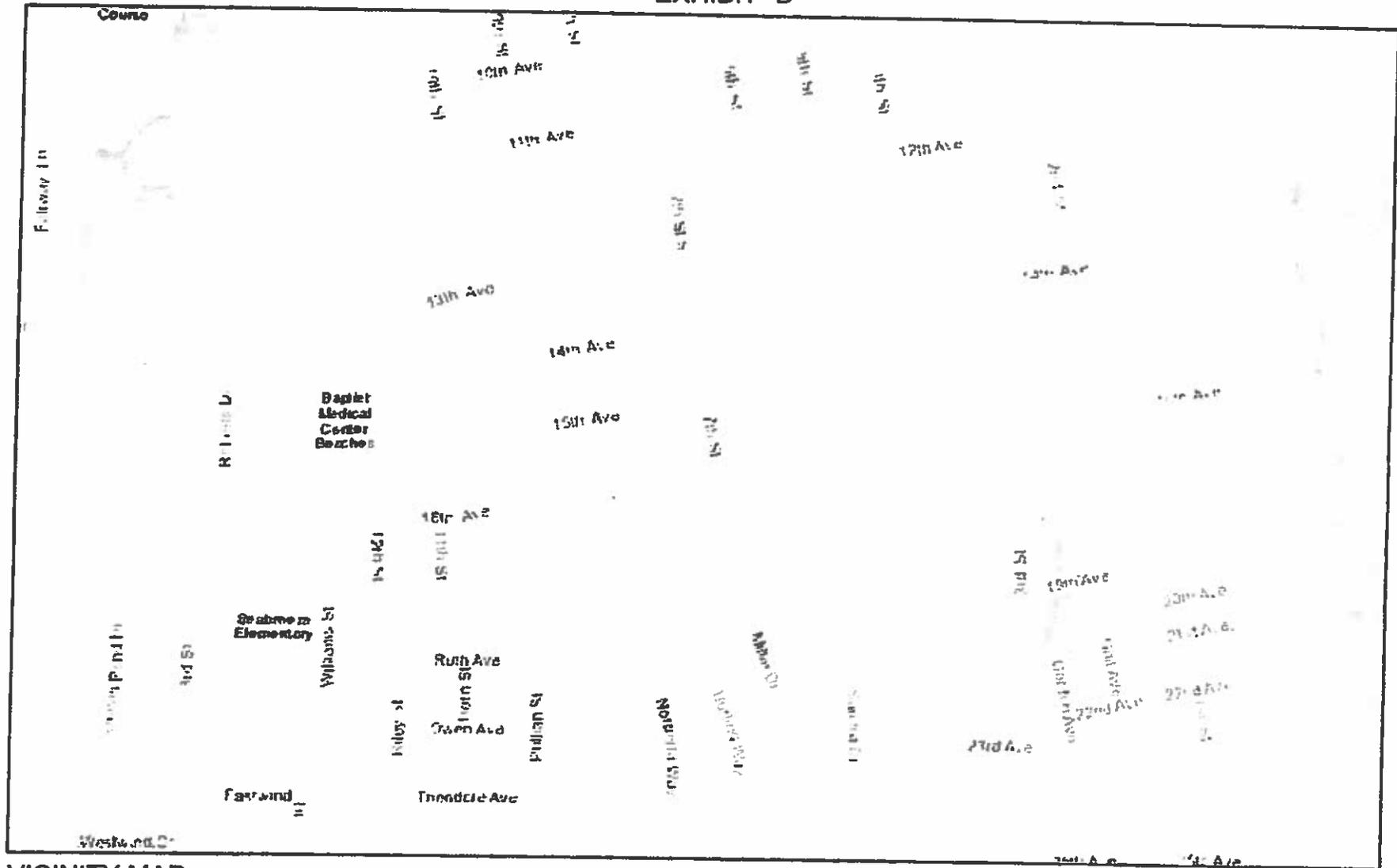


Duval County Property Assessment Map

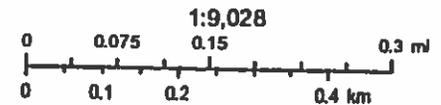
RE #	1228-1230	RE #	1231-1233	RE #	1234-1236	RE #	1237-1239	RE #	1240-1242	RE #	1243-1245
Name	BAPTIST MEDICAL CENTER OF THE BEACHES	Name	BAPTIST MEDICAL CENTER OF THE BEACHES	Name	BAPTIST HEALTH PROPERTIES INC	Name	BAPTIST HEALTH PROPERTIES INC	Name	BAPTIST HEALTH PROPERTIES INC	Name	BAPTIST HEALTH PROPERTIES INC
Address	1228 12TH AVE S JACKSONVILLE BEACH 32250	Address	1229 12TH AVE S JACKSONVILLE BEACH 32250	Address	1230 12TH AVE S JACKSONVILLE BEACH 32250	Address	1231 12TH AVE S JACKSONVILLE BEACH 32250	Address	1232 12TH AVE S JACKSONVILLE BEACH 32250	Address	1233 12TH AVE S JACKSONVILLE BEACH 32250
Transaction Price	0100	Transaction Price	11250000	Transaction Price	0100	Transaction Price	0100	Transaction Price	0100	Transaction Price	0100
Acres	21.48	Acres	1.24	Acres	0	Acres	0	Acres	0	Acres	0
Book-Page	100070071	Book-Page	100000250	Book-Page	100070071	Book-Page	100070071	Book-Page	100070071	Book-Page	100070071
Map Panel	0004	Map Panel	0004	Map Panel	0004	Map Panel	0004	Map Panel	0004	Map Panel	0004
Legal Description	04-30-206 21 010 BEACHES MEDICAL CENTER	Legal Description	04-30-206 1 147 BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER
RE #	1246-1248	RE #	1249-1251	RE #	1252-1254	RE #	1255-1257	RE #	1258-1260	RE #	1261-1263
Name	BAPTIST BEACHES MEDICAL CENTER	Name	BAPTIST HEALTH PROPERTIES INC	Name	BAPTIST HEALTH PROPERTIES INC	Name	BAPTIST MEDICAL CENTER OF THE BEACHES	Name	BAPTIST BEACHES MEDICAL CENTER	Name	BAPTIST BEACHES MEDICAL CENTER
Address	1270 12TH AVE S JACKSONVILLE BEACH 32250	Address	1271 ROBERTS DR JACKSONVILLE BEACH 32250	Address	1272 12TH AVE S JACKSONVILLE BEACH 32250	Address	1273 ROBERTS DR JACKSONVILLE BEACH 32250	Address	1274 12TH AVE S JACKSONVILLE BEACH 32250	Address	1275 ROBERTS DR JACKSONVILLE BEACH 32250
Transaction Price	0100	Transaction Price	0100	Transaction Price	0100	Transaction Price	0100000	Transaction Price	0100	Transaction Price	0100
Acres	1.05	Acres	0	Acres	0	Acres	2.30	Acres	0	Acres	0
Book-Page	100070071	Book-Page	100020007	Book-Page	100070071	Book-Page	100070071	Book-Page	100070071	Book-Page	100070071
Map Panel	0004	Map Panel	0004	Map Panel	0004	Map Panel	0004	Map Panel	0004	Map Panel	0004
Legal Description	04-30-206 1 000 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 2 001 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER	Legal Description	04-30-206 BAPTIST BEACHES MEDICAL CENTER

Baptist Medical Center Beaches

# EXHIBIT "B"



VICINITY MAP



Sources: Esri, HERE, DeLorme, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey.



**Baptist Medical  
Center Beaches**

Aerial

Legend

City of Jacksonville  
Water Dept.  
Jacksonville

Sources: Esri, HERE,  
DeLorme, USGS, Intermap,  
i-cubed, P Corp., NRCAN,

A small inset map of Jacksonville, Florida, with a red location marker indicating the site of the Baptist Medical Center. The map includes the City of Jacksonville logo, the Water Dept. name, and a list of data sources. A north arrow is also present.

**PAUL M. HARDEN**  
ATTORNEY AT LAW  
SUITE 901  
501 RIVERSIDE AVENUE  
JACKSONVILLE, FLORIDA 32202  

---

 (904) 396-5731  
FAX (904) 399-5461  
E-mail: paul\_harden@bellsouth.net

February 28, 2018

RECEIVED

MAR - 4 2019

Bill Mann  
Planning and Development Director  
City of Jacksonville Beach  
11 North Third Street  
Jacksonville Beach, FL 32250

PLANNING & DEVELOPMENT

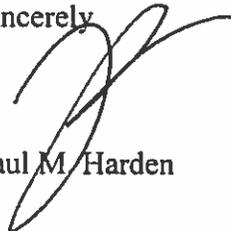
**Re: Beaches Baptist Hospital PUD**

Dear Bill:

In response to our phone call on February 21, 2019, enclosed please find a revised proposed text amendment to the Jacksonville Beach Land Development Code sign provisions. Also, enclosed is a redline showing the changes from the previously submitted version.

If you have any questions please do not hesitate to contact me.

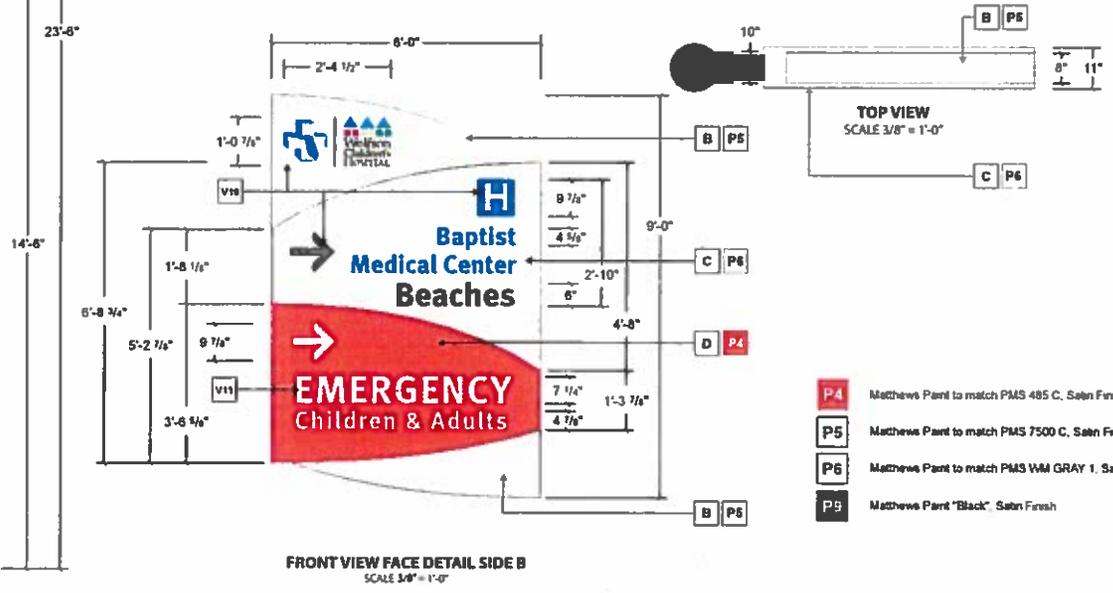
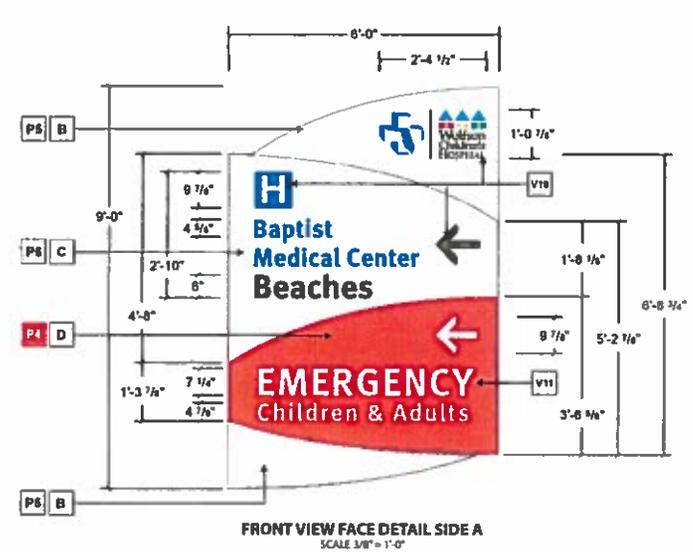
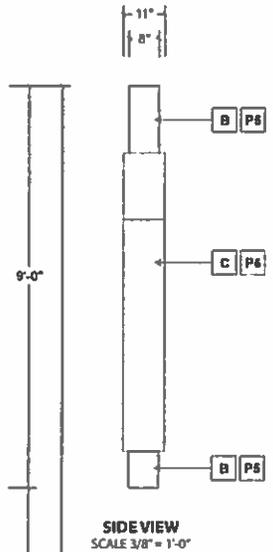
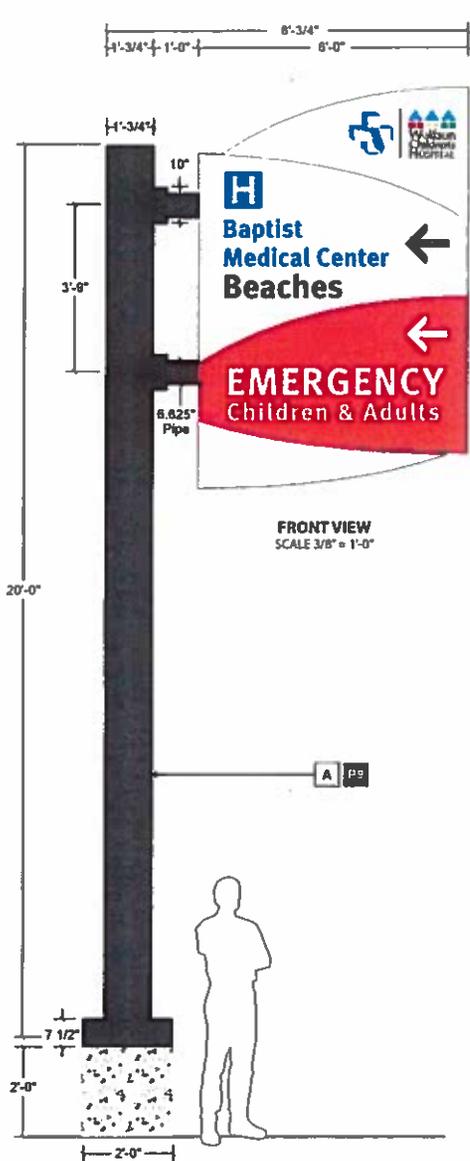
Sincerely



Paul M. Harden

PMH/zm  
encl.

c: Keith Tickell  
Joe Mitrick



- P4** Matthews Paint to match PMS 485 C, Satin Finish
- P5** Matthews Paint to match PMS 7500 C, Satin Finish
- P6** Matthews Paint to match PMS WM GRAY 1, Satin Finish
- P9** Matthews Paint "Black", Satin Finish
- V10** 3M Vinyl Reflective with Digital Printed Graphics
- V11** 3M White Vinyl Reflective

## D/F Flag Mounted Pole Sign (FLAG-P\_DF-B)

54.00 sq.ft.

- GENERAL NOTES**
- A. Satin Black Polyurethane Paint Finish (Sandblast Steel prior to paint application) (Painted P9).
  - B. .125" Aluminum face (Painted P5)
  - C. .125" Aluminum face (Painted P6).
  - D. .125" Aluminum face (Painted P4).



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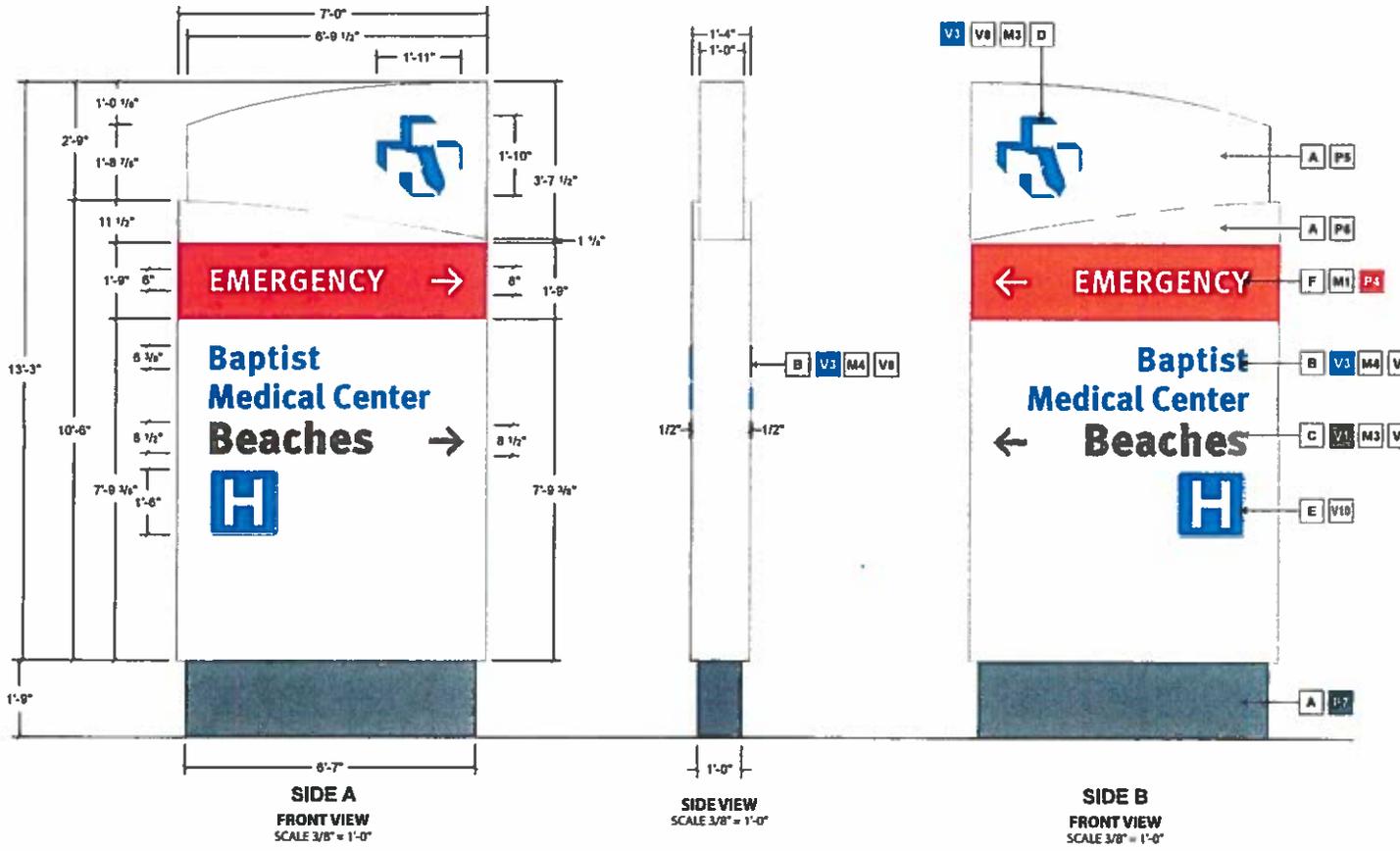
CLIENT:	Baptist Medical Center Beaches
LOCATION:	1350 13th Ave S, Jacksonville Beach, FL
DRAFTED BY:	JP
PROJECT MANAGER:	MICHAEL TURNER

REVISIONS:	
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DRAWING NUMBER:	
SHEET: 1	OF: 4
DATE: 11-26-18	PAGE: 1

# D/F Primary Entrance Monolith (MON\_DF\_93sqft)

92.75 sq.ft.



- GENERAL NOTES**
- .125" Aluminum Face, top to be (Painted P5), middle to be (Painted P6), bottom to be (Painted P7).
  - "Baptist Medical Center" is 3/4" Clear Acrylic routed out and pushed through 1/2". Returns to be frosted. Face to have (Vinyl V3) applied to first surface, (Vinyl V8) 2nd surface.
  - "Beaches", "Arrow" are 3/16" Clear Acrylic routed out backed up, (Vinyl V1) applied to the 1st surface. Vinyl to have a 3/16" Keyline. (Vinyl V8) applied to the 2nd surface.
  - "BMC Logo" is 3/16" Clear Acrylic routed out backed up, (Vinyl V3) applied to the 1st surface, (Vinyl V8) applied to the 2nd surface.
  - (Vinyl V10) 3M Vinyl Reflective with Digital Printed Graphics applied to 1st surface of sign.
  - Emergency reading and arrow is 3/16" white acrylic #7328 routed out and backed up. Emergency background (Painted P4)

<b>V1</b>	3M Day / Night Film "Charcoal Gray" 3035-0171	<b>P4</b>	Mathews Paint to match PMS 485 C, Satin Finish
<b>V3</b>	3M Vinyl Translucent "Eristed Blue" 3030-97	<b>P6</b>	Mathews Paint to match PMS 7500 C, Satin Finish
<b>V10</b>	3M Vinyl Reflective with Digital Printed Graphics	<b>P6</b>	Mathews Paint to match PMS VM GRAY 1, Satin Finish
		<b>P7</b>	Mathews Paint to match PMS 432 C, Satin Finish
		<b>M1</b>	3/16" White Acrylic #7328
		<b>M3</b>	3/16" Clear Acrylic
		<b>L1</b>	AgLight WHITE LEDs (SignRayz Base)

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		LOCATION: <b>1350 13th Ave S, Jacksonville Beach, FL</b>		SHEET: <b>1</b>	OF: <b>4</b>
		DRAFTED BY: <b>JP</b>	PROJECT MANAGER: <b>MICHAEL TURNER</b>	DATE: <b>11-26-18</b>	PAGE: <b>1</b>

Introduced by: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2019-8117**

**AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VIII. SITE DEVELOPMENT STANDARDS DIVISION 4. SIGN STANDARDS TO PERMIT AND PROVIDE STANDARDS FOR OFF-SITE EMERGENCY WAYFINDING SIGNS FOR EMERGENCY SERVICES ONLY, FOR THE INCORPORATED AREA OF THE CITY, AND TO PROVIDE FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE:**

**WHEREAS**, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and

**WHEREAS**, the City of Jacksonville Beach updated Division 4. Sign Standards in 2015 under Ordinance Numbers 2015-8064 and 2016-8065; and

**WHEREAS**, Baptist Medical Center Beaches desires to amend Division 4. Sign Standards to permit off-site wayfinding signs for emergency services such as police stations, fire stations, paramedic facilities, and hospitals; and

**WHEREAS**, the Jacksonville Beach Planning Commission, after notice and public hearing, has considered the ordinance and has presented its recommendation to the City Council;

**WHEREAS**, the City Council has considered the application, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony given at the public hearings.

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

**SECTION 1. Recitals.** The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance and adopted as legislative findings.

**SECTION 2. Amendment of City Code.** That Article VIII. Division 4. Sign Standards is hereby amended and, as amended, shall henceforth read as follows:

## DIVISION 4. - SIGN STANDARDS

### Sec. 34-441. - Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this division are also designed and intended to meet the statutory requirement that this municipality adopt land development regulations that regulate signage, a requirement set forth in F.S. § 163.3202(f). The sign regulations in this division are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary effects that may adversely impact aesthetics and safety. The sign regulations are designed to serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death.

This division regulates signs, as defined in this Land Development Code, which are placed on private property or on property owned by public agencies including the city and over which the city has zoning authority. This division is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of government regulation.

The city of Jacksonville Beach is primarily a single family residential and small resort community on the east coast of Florida. The eastern boundary of the city is the Atlantic Ocean and the western boundary is the Atlantic Intracoastal Waterway (Pablo Creek). The economic base of the city is heavily dependent on visitors from the Northeast Florida and Southeast Georgia area, as well as other areas of the United States. In order to preserve and promote the city as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end.

These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being, and are intended to:

- (1) Encourage the effective use of signs as a means of communication in the city;
- (2) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (3) Improve pedestrian and traffic safety;
- (4) Minimize the possible adverse effect of signs on nearby public and private property;
- (5) Foster the integration of signage with architectural and landscape designs;
- (6) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- (7) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (8) Encourage and allow signs that are appropriate to the zoning district in which they are located;
- (9) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains;
- (10) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- (11) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

- (12) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (13) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
- (14) Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- (15) Protect property values by precluding, to the maximum extent possible, sign types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
- (16) Protect property values by ensuring that sign types, as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;
- (17) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that complements the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as for its major subdivisions, shopping centers and industrial parks;
- (18) Enable the fair and consistent enforcement of these sign regulations;
- (19) Promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and advance the city's goals of quality development;
- (20) Provide standards regarding the non-communicative aspects of signs, which are consistent with city, county, state and federal law;
- (21) Provide flexibility and encourage variety in signage, and create an incentive to relate signage to the basic principles of good design; and
- (22) Assure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15 )

**Sec. 34-442. - Definitions.**

The definitions in Article IV shall apply to this division. Any term or phrase not defined therein **or herein** shall have its commonly understood meaning.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15 )

**Cross reference— Definitions—General, § 34-41.**

**Sec. 34-443. - Applicability.**

This division does not pertain and is not applicable to:

- (1) A sign, other than a window sign, located entirely inside the premises of a building or enclosed space.
- (2) A sign on a car, other than a prohibited vehicle sign or signs.
- (3) A statutory sign.
- (4) A traffic control device sign.
- (5) Any sign not visible from a public street, sidewalk or right-of-way or from a navigable waterway or body of water; except that the foregoing does not exempt a sign for a commercial use that is visible from an abutting residential use.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

**Sec. 34-444. - Prohibited signs.**

The signs and sign types listed below are prohibited within the city limits and shall not be erected, operated or placed on any property. Any lawfully existing permanent sign structure or sign type that is among the prohibited signs and sign types listed below shall be deemed a nonconforming sign subject to the provisions of section 34-450, nonconforming signs.

- (1) Abandoned signs; discontinued signs.
- (2) Animated signs.
- (3) Attached signs that are taller than the wall of the building to which the sign is attached.
- (4) Attached signs that exceed two hundred fifty (250) square feet in sign area.
- (5) Billboards; off-site commercial signs, except Emergency Services Wayfinding Signage authorized pursuant to Sec. 34-458.
- (6) Bandit signs; snipe signs.
- (7) Bus bench advertising signs and bus shelter advertising signs.
- (8) Flashing signs.
- (9) Floodlights and beacon lights, except when required by the Federal Aviation Administration.
- (10) Freestanding or ground signs, including any ground mounted monument signs, which are higher than sixteen (16) feet.
- (11) Freestanding or ground signs that exceed two hundred (200) square feet in sign area.
- (12) Holographic display signs.
- (13) Moving, twirling, or swinging signs, including multi-prism and tri-vision signs.
- (14) Pavement markings, except for official traffic control markings and building address markings required by law.
- (15) Flutter signs, feather signs, streamers, balloons, wind signs, wind activated banners, cold air inflatables, pennants and other fixed aerial signage used for commercial advertising.
- (16) Permanent pole signs, unless allowed within certain zoning districts pursuant to this division.

- (17) Portable signs, except for A-frame and T-frame signs as allowed herein.
- (18) Revolving signs; rotating signs.
- (19) Roof signs.
- (20) Signs within a sight visibility triangle, as described in subsection 34-425(b)(1) herein, that obstruct a clear view of pedestrian or vehicular traffic.
- (21) Signs attached to a seawall, dock, buoy, tie pole or pier; other than warning signs and safety signs.
- (22) Signs in, on, or over the public right-of-way; other than fixed projecting signs in the Central Business District (CBD) and the Redevelopment Zoning District (RD), traffic control device signs, bus stop informational signs, warning signs; safety signs, vertical streetlight banners, A-frame signs, T-frame signs, and awning, **Emergency Services Wayfinding Signage** or attached canopy signs over a public right-of-way as allowed in this division.
- (23) Signs in or upon any river, bay, lake, or other body of water within the limits of the city; except government regulatory signs, warning signs, and safety signs.
- (24) Signs located on real property without the permission of the property owner.
- (25) Signs nailed, fastened, affixed to, or painted on any tree or part thereof (living or dead), or other vegetation.
- (26) Signs, other than traffic control device signs, that use the word "stop" or "danger," or present or imply the need or requirement of stopping or the existence of danger, or which are a copy or imitation of traffic control device signs and which are adjacent to the right-of-way of any road, street, or highway.
- (27) Signs that are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled public rights-of-way thereby creating a potential traffic or pedestrian hazard or a nuisance to inhabitants of an adjacent neighborhood. No sign shall be so illuminated that it interferes with the effectiveness of, or obscures an official traffic sign, device, or signal.
- (28) Signs that contain any food or other substance that attracts large numbers of birds or other animals and causes them to congregate on or near the sign.
- (29) Signs that emit sound, vapor, smoke, odor, or gaseous matter.
- (30) Signs that obstruct, conceal, hide or otherwise obscure from view any traffic control device sign or official traffic signal.
- (31) Wall wrap signs.
- (32) Vehicle sign or signs with a total sign area in excess of twenty (20) square feet on any vehicle, and
  - a. The vehicle is not "regularly used in the conduct of the business," and
  - b. The vehicle is visible from a street right-of-way within fifty (50) feet of the vehicle, and
  - c. The vehicle is parked for more than two (2) consecutive hours in any twenty-four (24) hour period within fifty (50) feet of any street right-of-way, and
  - d. A vehicle shall not be considered "regularly used in the conduct of the business" if the vehicle is used primarily for advertising, and
  - e. This provision is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle operating during the normal hours of business; and which is currently licensed, insured and operable; provided, however, that no such vehicle shall be parked on

public or private property with signs attached or placed on such vehicle primarily for the purpose of advertising a business establishment or firm or calling attention to the location of a business establishment or firm.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15 )

Sec. 34-445. - General provisions for signs.

The following general sign provisions shall apply to this division and to all lawful conforming and nonconforming signs, unless otherwise indicated.

(1) *Measurement of sign size (sign area).* The area of a sign is measured or calculated as follows:

- a. *Background panel signs.* Sign copy that is mounted, affixed, or painted on a background panel or area distinctively painted, textured or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangles, squares, triangles, parallelograms, circles or ellipses that will enclose both the sign copy and the background.
- b. *Background surface signs.* The area of a sign consisting of copy mounted as individual letters or graphics against a wall, fascia, or parapet of a building surface or another surface, that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, is measured as the sum of the smallest rectangles, squares, triangles, parallelograms, circles or ellipses that will enclose each word, graphic or discrete visual element in the total sign.
- c. *Illuminated background signs.* The area of a sign with copy mounted, affixed, or painted on an illuminated surface or illuminated element or a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy.
- d. *Double-faced signs.* If a sign has two display faces, and the interior angle between the two faces is thirty (30) degrees or less, then the sign area is one sign face only; however, if the two faces are of different sizes or shapes, then the larger is used. If the sign has two display faces, and the interior angle between the two faces is greater than thirty (30) degrees, then the sign area is the sum of the areas of the two faces.
- e. *Multi-faced signs.* If a sign has three or more faces, then the sign area is equal to fifty (50) percent of the aggregate area of all sign faces. The area of each face shall be determined according to subsection (a) or (b) of this section, as applicable.
- f. *Sculptural and nonplanar signs.* The area of a spherical, free form, sculptural or other nonplanar sign is fifty (50) percent of the sum of the areas, using only the four vertical sides of the smallest four-sided polyhedron which will completely enclose the entire sign structure.

(2) *Measurement of sign height.* The height of a freestanding sign shall be measured as the vertical distance from the average finished grade of the ground below the sign excluding any filling, berming, mounding or excavating solely for the purposes of increasing the height of the sign, to the top edge of the highest portion of the sign. The maximum height allowed for a freestanding sign, however, shall not include any architectural embellishment provided the embellishment does not exceed thirty-six (36) inches at the base of the sign and eighteen (18) inches at the top of the sign.

For the purposes of this section, average finished grade shall be considered the lower of (a) the lowest elevation where the base of the sign meets ground level; or (b) the top of the curb of the

nearest public street adjoining the property upon which the sign is erected, or (c) the grade of the land at the principal entrance to the lot on which the sign is located.

(3) *Sign illumination for temporary signs and permanent signs.*

- a. Sign illumination is prohibited for temporary signs.
  - b. Permanent sign on a parcel in residential use. A permanent sign located on a parcel in residential use in any zone may not be separately or specially illuminated, unless otherwise specified in this division.
  - c. Permanent sign on a parcel in nonresidential use. A permanent sign on a parcel in nonresidential use may be illuminated by internal illumination, internal indirect (halo) illumination, or lit by external indirect illumination, unless otherwise specified in this division. However, a permanent sign may not be illuminated in a manner that leaves the illumination device exposed to public view except with the use of neon tubing as provided in subsection (h) of this section.
  - d. Internal illumination. Outdoor internally illuminated signs, including but not limited to awning/canopy signs, cabinet signs (whether freestanding or building mounted), changeable copy panels or service island signs, shall be constructed with an opaque background and translucent letters or other graphical elements, or with a colored background and lighter letters or graphics.
  - e. External indirect illumination. Externally lit signs are permitted to be illuminated only with steady, stationary, down directed and shielded light sources directed solely onto the sign. Light bulbs or tubes (excluding neon), used for illuminating a sign, shall not be visible from the adjacent public rights-of-way or residential properties.
  - f. Illumination of signs adjacent to single-family residential uses. No sign located within fifty (50) feet of a property with a single-family use or zoned for a single-family use shall be internally illuminated.
  - g. Any portion of the sign face or sign structure that is illuminated shall count against the total square footage of allowable sign area.
  - h. Neon.
    - (i) *Exposed neon.* Exposed neon tube illumination is not permitted in residential zones, or for residential uses in any zone. It is allowed in all other places, unless otherwise specified.
    - (ii) *Neon borders.* Neon illumination used as a sign copy projection, border, frame or other embellishment of sign copy shall not be included in the total size or area of the sign, provided the measured area of any such projection or detailed embellishment does not exceed twelve (12) square feet in area, or twenty-five (25) percent of the sign display face area, whichever is greater. If neon embellishments exceed these limits, then the embellishments shall be included and counted as part of the permitted sign area for the use.
- (4) *Viewpoint neutrality.* Notwithstanding anything in this division to the contrary, no sign or sign structure shall be subject to any limitation based upon the viewpoint of the message contained on such sign or displayed on such sign structure.
- (5) *Substitution of noncommercial speech for commercial speech.* Notwithstanding anything contained in this division to the contrary, any sign erected pursuant to the provisions of this division may, at the option of the owner, contain a non-commercial message in lieu of a

commercial message and the noncommercial copy may be substituted at any time in place of the commercial copy. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from a commercial message to a noncommercial message or from one noncommercial message to another non-commercial message; provided, however, that there is no change in the size, height, setback or spacing criteria contained in this division.

- (6) *Consent of legal owner of property.* No sign may be displayed without the consent of the legal owner of the property on which the sign is mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property and any party and person holding a present legal right to possession, control, or use of the property.
- (7) *Signs on public property.* Any sign installed or placed on public property, except in conformance with the requirements of this division, shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the city shall have the right to recover from the owner or person placing such sign the cost of removal and disposal of such sign. The foregoing shall not apply to temporary A-frame signs and T-frame signs as allowed pursuant to the conditions and limitations set forth herein.
- (8) *Signs that obstruct means of egress.* No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress.
- (9) *Signs that interfere with ventilation openings.* No sign shall be erected that interferes with any opening required for ventilation.
- (10) *Signs must maintain clearance from utilities and shall not interfere with surface and underground water or with drainage.* Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage.
- (11) *Signs shall not be attached to certain property and shall not impair roof access.* Signs shall not be attached to standpipes, gutters, drains or fire escapes. Signs shall not be installed so as to impair access to a roof.
- (12) *Signs declared a nuisance and repair; signs presenting immediate peril to public health or safety.* The building official may order the repair of signs declared a nuisance, and with or without notice may cause any structurally unsafe or structurally insecure sign to be immediately removed if in his or her professional judgment and professional opinion the sign presents an immediate peril to the public health or safety.
- (13) *Street address signs.* For each parcel and for each tenant space, one sign for the official street address shall be displayed for public safety and to serve as visible street address for delivery of mail and official governmental notification.
  - a. For a parcel in residential use, the street address sign shall not exceed two (2) square feet in sign area.
  - b. For a parcel in non-residential use, the street address sign shall not exceed four (4) square feet in sign area.
  - c. The street address sign in a residential use may be externally illuminated and in a non-residential use may be externally or internally illuminated.

(14) *Flagpoles and flags; flag brackets, flag stanchions and flags.*

- a. Flagpoles and flags. For each parcel and development site in residential use with one principal structure, one flagpole may be installed and two (2) flags may be displayed per flagpole. For each parcel and development site that is over one-half (½) acre in size and is in nonresidential use, up to three flagpoles may be installed and up to two (2) flags may be displayed per flagpole. A flag shall not exceed twenty-four (24) square feet in size.
- b. Flag brackets, flag stanchions, and flags. For each principal structure on a parcel, up to two flag brackets or stanchions may be attached or placed for the display of flags. A flag displayed from a flag bracket or a flag stanchion shall not exceed twenty-four (24) square feet in size.
- c. For the purpose of determining the size of a flag, only one side of the flag shall be counted as the display surface.
- d. Flags on parcels in non-residential use may be externally illuminated.

(15) *Noncommercial onsite parking space signs.* Parking space signs identifying parking spaces necessary for traffic safety, regulation, control and circulation. A parking space sign shall carry no commercial message and shall not exceed two (2) square feet of sign face per sign. Parking space signs shall be allowed on each parcel having multiple parking spaces onsite. One such sign shall be allowed for each parking space. The maximum height for a freestanding or an attached parking space sign shall be six (6) feet.

(16) *Signs at service station islands.* For service stations, one (1) double-sided sign or two (2) single-sided signs are allowed per island. Such signs shall not exceed four (4) square feet per side and shall not be mounted higher than eight (8) feet. Such signs shall not be mounted on any bollard or barrier designed to protect equipment from damage. Such signs may not be illuminated.

For service stations, one (1) canopy sign may be installed for each canopy side facing a public street or driveway. A canopy sign shall not exceed ten (10) square feet and shall not be mounted higher than the top of the canopy itself. A canopy sign may be internally illuminated. The square footage of all canopy signs on a canopy shall be counted against the maximum square footage of allowed wall signage for any building wall sign on the same parcel.

(17) *Monument signs.*

- a. *Monument signs for single occupant or tenant buildings.* One (1) monument sign is allowed for each single occupant or tenant building. The maximum size of a monument sign shall be the lesser of: (1) one hundred (100) square feet, or (2) one (1) square foot of sign area for each one (1) linear foot of road frontage along the street toward which the monument sign is oriented. The maximum height of the monument sign shall be ten (10) feet, and the maximum width of the monument sign shall be twelve (12) feet. Up to fifty (50) percent of the sign surface of the monument sign may consist of a changeable copy sign; provided, however, that the sign copy cannot be changed more frequently than once in a twenty-four (24) hour time period. The monument sign may be illuminated.
- b. *Monument signs for multiple occupant or tenant developments.* One (1) monument sign is allowed for each multiple occupant or tenant development inclusive of a shopping center. The maximum size of the monument sign shall be the lesser of: (1) two hundred (200) square feet, or (2) one (1) square foot of sign area for each one (1) linear foot of road frontage along the street toward which the monument sign is oriented for the first one hundred (100) feet of frontage plus one-fourth (¼) square foot of sign area for each additional linear foot of the aforesaid road frontage. The maximum height of the monument sign shall be sixteen (16) feet, and the maximum width of the monument sign shall be twelve and one-half (12½) feet.

Up to fifty (50) percent of the sign surface of the monument sign may consist of a changeable copy sign; provided, however, that the sign copy cannot be changed more frequently than once in a twenty-four (24) hour time period. The monument sign may be illuminated.

- c. *Monument signs at entrances to single-family and multi-family developments.* One (1) monument sign is allowed at each point of ingress or egress from or to a single-family development and from or to a multi-family development. The maximum size of a monument sign shall not exceed twenty-four (24) square feet in size and shall not exceed six (6) feet in height. The twenty-four (24) square feet of sign area may be split equally between two monument signs located on each side of the entry or exit street. The monument sign shall be located on a landscaped island or lawn area protected from vehicular contact, and shall not encroach into any corner sight visibility triangle required pursuant to section 34-395. The sign may be internally or indirectly illuminated.
  - d. *Monument sign for a parcel in educational, religious or public use.* In addition to any monument sign allowed above, one (1) permanent monument sign may be allowed for a parcel in educational, religious or public use. The sign shall not exceed thirty-two (32) square feet in sign area and shall not exceed eight (8) feet in height. The sign may be illuminated. However, this additional monument sign shall not be allowed if there is an additional permanent wall sign on the same parcel.
- (18) *Wall signs.* One (1) wall sign is allowed for each face of a building or part of a building that is occupied by a permitted or conditional non-residential use. The size (area) of the wall sign for an occupant or a tenant shall be the lesser of: (i) two hundred fifty (250) square feet, or alternatively (ii) one (1) square foot per one (1) linear foot of building frontage for a single occupant building or one (1) square foot per one (1) linear foot of building frontage for the occupant or tenant space in a multi-tenant development, each as measured on the street toward which the wall sign is oriented. A wall sign shall not extend higher than the building wall to which it is attached. Up to fifty (50) percent of the wall sign surface may consist of a changeable copy sign; provided, however, that the sign copy of the changeable copy sign shall not change more than once in any twenty-four (24) hour time period. The wall sign shall not project more than twelve (12) inches from the wall. If the wall sign projects more than two and one-half (2 ½) inches from the wall, the wall sign shall be mounted so that the bottom of the wall sign is at least nine (9) feet above ground at finished grade below the wall sign. The wall sign may be illuminated.
- In addition to any wall sign allowed above, one (1) permanent wall sign may be allowed for a parcel in educational, religious or public use. The wall sign shall not exceed thirty-two (32) square feet in sign area and shall not exceed eight (8) feet in height. The wall sign may be illuminated. However, this additional permanent wall sign shall not be allowed if there is an additional monument sign on the same parcel.
- (19) *Wall signs at restaurants.* In addition to any other wall sign allowance, a restaurant shall be allowed one (1) wall sign installed within twenty (20) feet of its main entrance. The wall sign shall not exceed six (6) square feet in area and shall not exceed six (6) feet in height. The wall sign may be illuminated.
- (20) *Drive-through lane signs.* For a drive-through establishment, an additional display sign is allowed for each drive-through lane provided that such sign does not exceed forty (40) square feet in size and does not exceed eight (8) feet in height. The additional display sign may be internally illuminated and may emit sound only as part of a business transaction. Any sounds emitted must comply with Chapter 18 of the Code of Ordinances of the City of Jacksonville Beach.
- (21) *Umbrella signs.* For each table in an outside seating area for a licensed business establishment, one (1) umbrella sign per umbrella is allowed. An umbrella sign shall not exceed three (3) square

feet in area and shall not exceed eight (8) feet in height. An umbrella having an umbrella sign shall be mounted on or in the table or in an umbrella holder adjacent to the table. A sign permit is not required for an umbrella sign.

- (22) *Awning signs.* For each awning, one (1) sign is allowed. The awning sign shall not exceed an area greater than twenty (20) percent of the surface area of the awning or canopy. The total square footage of the awning sign shall count toward the maximum square footage of the wall sign area allowed for a parcel or a tenant. An awning sign may be internally illuminated.
- (23) *Canopy signs.* For each canopy, one sign is allowed. Except for the sign area limitation for canopy signs at service station islands, a canopy sign shall not exceed an area greater than twenty (20) percent of the surface area of the canopy. The total square footage of the canopy sign shall count toward the maximum square footage of the wall sign area allowed for a parcel or a tenant. A canopy sign may be internally illuminated.
- (24) *Changeable copy signs.* As part of a permitted monument sign or wall sign, a changeable copy sign, manual or electronic (LED), may be installed. The changeable copy sign shall not exceed fifty (50) percent of allowable area of the monument sign or wall sign. The changeable copy sign shall not exceed ten (10) feet in height when installed as a part of a monument sign for a single occupant or tenant building. The changeable copy sign shall not exceed sixteen (16) feet in height if part of the monument sign is for a multiple occupant or tenant building. A changeable copy sign that is a part of wall sign shall not be installed higher than the wall of the building. The sign copy on a changeable copy sign shall not be changed more than once in any twenty-four (24) hour time period. Changeable copy signs may be internally illuminated.
- (25) *Projecting signs.* For buildings in the Central Business District (CBD) or a Redevelopment District (RD), one (1) projecting sign is allowed for each ground floor occupant or tenant space. The projecting sign shall be attached to the building frontage on the street or driveway on which the sign is located. The maximum size of the projecting sign shall be the lesser of (1) sixteen (16) square feet or (2) one (1) square foot per linear foot of occupant or tenant building frontage on the street or private driveway on which it is located; however, the square footage of a projecting sign shall count toward the maximum square footage of wall signage allowed for the building. The maximum thickness of the sign face of a projecting sign shall not exceed twenty-four (24) inches when such sign is of solid construction. A projecting sign shall have a minimum vertical clearance of nine (9) feet, and shall not be mounted higher than the wall of the building. A projecting sign that extends over a sidewalk in the public right-of-way shall be limited to a projection distance not to exceed two-thirds ( $\frac{2}{3}$ ) of the width of the sidewalk. A projecting sign may be illuminated.
- (26) *Window signs.* Window signs are permitted provided that the window sign may not cover more than twenty-five (25) percent of the area of any window. Window signs may be internally illuminated. A sign permit is not required for a window sign.
- (27) *Door signs.* Door signs are permitted provided that the door sign may not cover more than twenty-five (25) percent of the area of any door. Door signs shall not be illuminated. A sign permit is not required for a door sign.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

Sec. 34-446. - Temporary and permanent signs allowed in zoning districts.

The signage rights and responsibilities for temporary signs and permanent signs shall be determined by the provisions of section 34-445, general provisions for signs, and by the sign provisions for the zoning

districts as set forth below in section 34-447.1, temporary signs allowed in zoning districts, and section 34-447.2, permanent signs allowed in zoning districts.

However, in connection with residential uses in nonresidential zoning districts and nonresidential uses in residential zoning districts, the signage rights and responsibilities applicable to any particular use shall be determined as follows:

- (1) In a residential zoning district where a nonresidential use is allowed, whether as a matter of right or by way of a conditional use permit or other process with stated criteria governing the allowance of the nonresidential use, the nonresidential use shall be treated as if it was located in a zoning district where the nonresidential use would be allowed, either as a matter of right or subject to a conditional use permit or other process with stated criteria governing the allowance of the nonresidential use; and
- (2) In a nonresidential zoning district where a residential use is allowed, the residential use shall be treated as if it was located in the residential zoning district where that type of use would be allowed as a matter of right.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

**Sec. 34-447.1. - Temporary signs allowed in zoning districts.**

Within its zoning districts and subject to any applicable provisions with section 34-445, general provisions for signs, the city shall allow temporary signs that meet the criteria and limitations set forth in Table 34-447.1a and Table 34-447.1b, shown below.

A government sign shall not require a sign permit and shall be allowed in all zoning districts on public property and public rights-of-way unless otherwise provided herein. However, the foregoing shall have no impact on any separate requirements established by state statute for building permits, electrical permits or other statutory permits.

A temporary sign displayed on a window surface must be displayed on the inside of the window surface, shall cover no more than twenty-five (25) percent of the window surface, and shall not be illuminated.

<b>Table 34-447.1a. Criteria and Limitations for Temporary A-Frame and T-Frame Signs—CBD Zoning District</b>	
<b>Maximum Number of Signs</b>	<b>1 per business</b>
<b>Maximum Width</b>	<b>3 feet</b>
<b>Maximum Height</b>	<b>3½ feet</b>
<b>Minimum Setback/Distance from Curb</b>	<b>1 foot</b>
<b>Maximum Width of Public Sidewalk that the Sign May Obstruct</b>	<b>No more than one third of width of public sidewalk</b>
<b>Maximum Distance of Sign from Main Entrance to Business</b>	<b>10 feet</b>
<b>Duration Allowed</b>	<b>Only during hours while business is open</b>
<b>Allowed on Public Property and Right-of-Way</b>	<b>Yes</b>
<b>Allowed in a sight visibility triangle described in section 34-395</b>	<b>No</b>

Illumination Allowed	No
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Table 34-447.1b. Criteria and Limitations for All Other Temporary Signs in All Zoning Districts			
Zoning Districts	RS-1, RS-2, RS-3, RM-1, RM-2	CPO, C-1, C-2, CS, I-1	CBD, RD, PUD
Maximum Number of Temporary Signs Per Parcel <sup>1</sup>	8	4	4
Maximum Sign Size (Area) for a Temporary Sign <sup>2</sup>	4 sf.	16 sf.	16 sf.
Maximum Sign Height for a Temporary Freestanding Sign <sup>3</sup>	6 ft.	6 ft.	6 ft.
Maximum Sign Height for a Temporary Wall Sign (inclusive of a Window Sign)	15 ft.	15 ft.	15 ft.
Minimum Sign Setback required to be maintained by a Temporary Ground Sign from any property line <sup>4</sup>	3 ft.	3 ft.	3 ft.
Minimum Sign Setback required to be maintained by a Temporary Ground Sign from the edge of any paved street or road	3 ft.	3 ft.	3 ft.
Minimum Spacing that is required to be maintained by a Temporary Ground Sign from any other Temporary Ground Sign <sup>5</sup>	15 ft.	15 ft.	15 ft.
Maximum Aggregate Surface Area Allocated for All Temporary Signs on a Parcel <sup>6</sup>	64 sf.	128 sf.	128 sf.
Whether Temporary Sign is Allowed on Public Property or Public Right-of-Way	No	No	No
Allowed in a sight visibility triangle described in section 34-395	No	No	No
Direct Illumination of Surface of Temporary Sign Allowed	No	No	No
Duration allowed after event ends	7 calendar days	7 calendar days	7 calendar days

<sup>1</sup> The number of temporary commercial signs per parcel shall be no more than two (2) signs; however, no more than one (1) temporary commercial sign per parcel may be a banner sign and a temporary commercial banner sign is limited to a maximum duration of display of no more than thirty (30) days per calendar year per parcel.

<sup>2</sup> The square footage limitation is per side for a back-to-back sign. For example, a four (4) square foot limitation means that there is a limit of four (4) square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight (8) square feet is allowed if the sign is a back-to-back temporary sign.

<sup>3</sup> Not applicable to signs displayed on flagpoles.

<sup>4</sup> Minimum sign setbacks do not apply to wall signs. Except as set forth in Table 34-447.1a for A-frame signs and T-frame signs, all temporary signs are prohibited on public property and from public rights-of-way.

<sup>5</sup> Not applicable to signs displayed on flagpoles.

<sup>6</sup> There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15 )

Sec. 34-447.2. - Permanent signs allowed in zoning districts.

Within its zoning districts and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in the subsections below. Unless otherwise provided herein, a permanent sign shall require a sign permit; however, a government sign on public property or public rights-of-way shall not require a sign permit and shall be allowed in all zoning districts on public property or public rights-of-way unless otherwise provided herein. The foregoing shall have no impact on separate requirements established by state statute for building code permits or other code permits.

- (1) *Single-Family Residential Zoning Districts (RS-1, RS-2, RS-3).* Within Single-Family Residential Zoning Districts (RS-1, RS-2, RS-3) and subject to the provisions with section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.1 below.

Table 34-447.1 Single-Family Residential Zoning Districts (RS-1, RS-2, RS-3)		
Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Not Allowed	N/A
<b>Emergency Services Wayfinding Signage</b>	<b>Allowed as per Sec. 34-458</b>	<b>Sign Permit Required</b>
Signs at Service Station Islands	Not Allowed	N/A
Monument Signs	Allowed as per Sec. 34-445	N/A
Wall Signs	Not Allowed	N/A
Restaurant Wall Signs	Not Allowed	N/A
Drive-Through Lane Signs	Not Allowed	N/A
Umbrella Signs	Not Allowed	N/A
Awning Signs	Not Allowed	N/A
Canopy Signs	Not Allowed	N/A
Changeable Copy Signs	Not Allowed	N/A

Projecting Signs	Not Allowed	N/A
Window Signs	Not Allowed	N/A
Door Signs	Not Allowed	N/A

- (2) *Multi-Family Residential Zoning Districts (RM-1, RM-2).* Within Multi-Family Residential Zoning Districts (RM-1, RM-2) and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.2 below.

Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
<b>Emergency Services Wayfinding Signage</b>	<b>Allowed as per Sec. 34-458</b>	<b>Sign Permit Required</b>
Signs at Service Station Islands	Not Allowed	N/A
Monument Signs	Allowed as per Sec. 34-445	N/A
Wall Signs	Not Allowed	N/A
Restaurant Wall Signs	Not Allowed	N/A
Drive-Through Lane Signs	Not Allowed	N/A
Umbrella Signs	Not Allowed	N/A
Awning Signs	Not Allowed	N/A
Canopy Signs	Not Allowed	N/A
Changeable Copy Signs	Not Allowed	N/A
Projecting Signs	Not Allowed	N/A
Window Signs	Not Allowed	N/A
Door Signs	Not Allowed	N/A

- (3) *Commercial Zoning Districts (CPO, C-1, C-2, CS).* Within Commercial Zoning Districts (CPO, C-1, C-2, CS) and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.3 below.

Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Signs at Service Station Islands	Allowed as per Sec. 34-445	Sign Permit Required
Monument Signs	Allowed as per Sec. 34-445	Sign Permit Required
Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Restaurant Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Drive-Through Lane Signs	Allowed as per Sec. 34-445	Sign Permit Required
Umbrella Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Awning Signs	Allowed as per Sec. 34-445	Sign Permit Required
Canopy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Changeable Copy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Projecting Signs	Not Allowed	N/A
Window Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Door Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
<b>Emergency Services Wayfinding Signage</b>	<b>Allowed as per Sec. 34-458</b>	<b>Sign Permit Required</b>

- (4) *Central Business Zoning District (CBD)*. Within the Central Business Zoning District (CBD) and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.4 below.

Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Signs at Service Station Islands	Allowed as per Sec. 34-445	Sign Permit Required
Monument Signs	Allowed as per Sec. 34-445	Sign Permit Required
Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Restaurant Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required

Drive-Through Lane Signs	Allowed as per Sec. 34-445	Sign Permit Required
Umbrella Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Awning Signs	Allowed as per Sec. 34-445	Sign Permit Required
Canopy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Changeable Copy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Projecting Signs	Allowed as per Sec. 34-445	Sign Permit Required
Window Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Door Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
<b>Emergency Services Wayfinding Signage</b>	<b>Allowed as per Sec. 34-458</b>	<b>Sign Permit Required</b>

(5) *Industrial Zoning District (I-1)*. Within the Industrial Zoning District (I-1) and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.5 below.

Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Signs at Service Station Islands	Allowed as per Sec. 34-445	Sign Permit Required
Monument Signs	Allowed as per Sec. 34-445	Sign Permit Required
Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Restaurant Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Drive-Through Lane Signs	Allowed as per Sec. 34-445	Sign Permit Required
Umbrella Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Awning Signs	Allowed as per Sec. 34-445	Sign Permit Required
Canopy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Changeable Copy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Projecting Signs	Not Allowed	N/A
Window Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Door Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
<b>Emergency Services Wayfinding Signage</b>	<b>Allowed as per Sec. 34-458</b>	<b>Sign Permit Required</b>

- (6) *Redevelopment Zoning District (RD)*. Within the Redevelopment Zoning District (RD) and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.6 below.

Table 34-447.6 Redevelopment Zoning District (RD)		
Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Signs at Service Station Islands	Allowed as per Sec. 34-445	Sign Permit Required
Monument Signs	Allowed as per Sec. 34-445	Sign Permit Required
Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Restaurant Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Drive-Through Lane Signs	Allowed as per Sec. 34-445	Sign Permit Required
Umbrella Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Awning Signs	Allowed as per Sec. 34-445	Sign Permit Required
Canopy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Changeable Copy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Projecting Signs	Allowed as per Sec. 34-445	Sign Permit Required
Window Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Door Signs	Allowed as per Sec. 34-445	Sign Permit Not Required

- (7) *Planned Unit Development Zoning District (PUD)*. Within its Planned Unit Development Zoning District (PUD) and subject to any applicable provisions within section 34-445, general provisions for signs, the city shall allow permanent signs that meet the criteria and limitations set forth in Table 34-447.7 below.

Table 34-447.7 Planned Unit Development Zoning District (PUD)		
Ingress and Egress Signs	Allowed as per Sec. 34-451	Sign Permit Not Required
Street Address Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Flagpoles	Allowed as per Sec. 34-445	Sign Permit Not Required
Flag Brackets and Stanchions	Allowed as per Sec. 34-445	Sign Permit Not Required
On-Site Parking Space Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Signs at Service Station Islands	Allowed as per Sec. 34-445	Sign Permit Required

Monument Signs	Allowed as per Sec. 34-445	Sign Permit Required
Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Restaurant Wall Signs	Allowed as per Sec. 34-445	Sign Permit Required
Drive-Through Lane Signs	Allowed as per Sec. 34-445	Sign Permit Required
Umbrella Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Awning Signs	Allowed as per Sec. 34-445	Sign Permit Required
Canopy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Changeable Copy Signs	Allowed as per Sec. 34-445	Sign Permit Required
Projecting Signs	Not Allowed	N/A
Window Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
Door Signs	Allowed as per Sec. 34-445	Sign Permit Not Required
<u>Emergency Services Wayfinding Signage</u>	<u>Allowed as per Sec. 34-458</u>	<u>Sign Permit Required</u>

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

**Sec. 34-448. - Building permits.**

It shall be unlawful for any person or business or the person in charge of the business to erect, construct, alter or maintain a sign structure, as defined in the Florida Building Code, without first obtaining a building permit from the city in accordance with the provisions of the Florida Building Code and applicable law. Permit fees for a building permit shall be paid in accordance with the applicable city fee schedules. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

**Sec. 34-449. - Sign permits.**

Temporary signs do not require a sign permit.

Unless exempt from permitting, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and the appropriate fee paid to the city. The sign permit is in addition to any building permit required to be obtained pursuant to the provisions of the Florida Building Code.

- (1) No sign permit shall be issued for the erection of a prohibited sign.
- (2) A sign lawfully erected may be repainted or have ordinary and customary repairs performed, including replacement of plastic or glass panels, without a sign permit; however, if such sign is to be structurally altered in any manner, a new sign permit shall be required and the altered sign must meet all requirements of this division and this Code.
- (3) Exceptions from permitting. Temporary signs shall not require a sign permit. Unless identified in the tables in section 34-447.2 as not requiring a sign permit and unless otherwise excepted from requiring a sign permit such as a government sign, all permanent signs shall require a sign permit. However these exemptions in no way waive any requirement set forth in the Florida Building Code; or any limitation or restriction on the number, size, height, setback, placement or duration

of such signs under this division, or any limitation or restriction under any other applicable law or regulation.

- (4) Permits not required for change of sign copy. No permit or permit fee shall be required for changing the copy of a sign, as long as no changes are made to the sign's height, size, location, or structure. This exemption shall also apply to any change of copy on a changeable copy sign.
- (5) Sign permit applications. A sign permit application for a permanent sign as may be required by this division shall be prepared and submitted on forms available at the department of planning and development. The sign permit application is in addition to any building permit application required by the Florida Building Code. The applicant shall furnish the following information on or with the sign permit application form:
  - a. Name, address, telephone number, and e-mail address (if available) of the person making application for the permit. If the applicant is anyone other than the property owner, the applicant shall provide written authorization from the property owner permitting the installation of the sign.
  - b. Name, address, telephone number, and e-mail address (if available) of the property owner. If the owner is an entity other than an individual, list the contact person's name.
  - c. Name, address, telephone number, and e-mail address (if available) of the business tenant, if applicable. If the tenant is an entity other than an individual, list the contact person's name.
  - d. Name, address, telephone, e-mail address (if available), and license number of the contractor, if applicable. If the contractor is an entity other than an individual, list the contact person's name.
  - e. Address and legal description of the property upon which the sign is to be located. The legal address may be located on a certified boundary survey.
  - f. Lot frontage on all streets and public rights-of-way.
  - g. Indicate in feet and inches the location of the sign in relation to property lines, public rights-of-way, easements, overhead utility lines, other utility facilities and equipment, buildings and other signs on the property.
  - h. Freestanding signs, including monument signs, shall require an accurate boundary survey signed and sealed by a land surveyor or engineer licensed in Florida showing the proposed location of the sign.
  - i. For all wall mounted signs, the facade elevation with dimensions, drawn to scale. Windows and doors and other openings shall be delineated and their dimensions given.
  - j. Sign dimensions and elevation, drawn to scale.
  - k. Maximum and minimum height of the sign measured from finished grade.
  - l. Dimensions of the supporting members of the sign.
  - m. Sign illumination, specifying illumination type, placement, and intensity.
  - n. Two (2) copies of the plans, specifications, calculations and details, signed and sealed as required by the Florida Building Code; and specifications documenting the applicable windload and electrical specifications, if applicable, meeting the minimum requirements of the applicable Electric Code.
  - o. Number, type, location and surface area of all existing signs on the same property.
  - p. Landscape plan, as applicable.

- q. Notarized signature of applicant. If the value of construction is two thousand five hundred dollars (\$2,500.00) or greater, a certified copy of notice of commencement shall be required prior to permit issuance.
- (6) Sign construction specifications.
- a. *Florida Building Code.* Construction and erection of signs shall be in accordance with the structural requirements set forth in the Florida Building Code.
  - b. *National Electrical Code.* Signs having electrical connections of any kind shall be wired in accordance with the National Electrical Code.
  - c. *Inspections.* Any sign having an electrical connection shall be permitted, inspected and approved by the electrical inspector prior to its completion. All sign structures shall be inspected and approved by the building official. The inspection point shall be selected by the building official. All excavations for concrete sign support bases shall be inspected and approved by the building official prior to the pouring of concrete.
  - d. *Support requirements.* The supporting members of all signs shall be free of any external bracing such as guy wires or cables. All supporting columns shall be designed as integral or architectural features of the sign.
  - e. *Materials.* Paper or cardboard signs and cloth or plastic fabric banners may only be used in conjunction with a special event as provided herein. However, paper or cardboard signs may be used for indoor window or election signs, when such are allowed.
  - f. *Construction standards.* All signs shall be installed and constructed in a professional and workmanlike manner; and shall be maintained in good and safe structural condition and good physical appearance. All exposed structural components shall be painted, coated, or made of rust inhibitive material.
- (7) Design requirements. All signs and sign structures, except temporary signs and except for prohibited signs such as billboards and off-premises signs, shall be subject to the design requirements below.
- a. *Monument signs.* Monument sign structures may extend above the allowable height and/or permitted horizontal dimension for the purposes of architecturally embellishing and enhancing the appearance of the sign structure. Such extensions shall not exceed thirty-six (36) inches for the base, eighteen (18) inches at the top of the sign, or twelve (12) inches for each vertical side of the sign.
  - b. *Tenant panels in monument signs.* All tenant panels in a monument sign, including those added to an existing sign structure, shall be constructed of similar materials and illuminated by a similar method.
  - c. *Wall signs.* Wall signs shall not be installed to cover windows, doors, or other types of fenestration.
  - d. *[Sign work.]* Sign work on all permanent signs shall ensure that all the letter strokes are vertically plumb or evenly slanted, and with alignment true and horizontally level.
  - e. *Manufactured signs.* All manufactured signs requiring a sign permit shall have a permanent and visible weatherproof identification plate affixed to the sign exterior. The plate shall identify (1) the name of the manufacturer, (2) the date of installation, (3) the sign permit number, and (4) the electric permit number (if any) with the input VA (Volt Amperes) at full load for electric.
- (8) Sign permit application review.

- a. An applicant shall submit a sign permit application for a permanent sign to the planning and development department, building inspection division, or such other office as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law of the City of Jacksonville Beach as set forth in the City of Jacksonville Beach's Code of Ordinances. Whenever required by state statute, the explanation for a denial of a sign permit shall include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit; in the event that the applicant fails to receive a statutorily required explanation, the applicant shall submit a written request for the explanation to the city's planning and development director via certified mail.
  1. The review of the sign permit application shall be completed within thirty (30) calendar days following receipt of a completed application, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday that falls upon the first or the thirtieth (30th) day after the date of receipt.
  2. A sign permit shall either be approved, approved with any condition that is specifically described and set forth in the LDC or the Jacksonville Beach Code of Ordinances, or disapproved, and the decision shall be reduced to writing. A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval.
  3. In the event that no decision is rendered within thirty (30) calendar days following submission, the application shall be deemed denied and the denial shall be a final decision of the City if the applicant chooses not to seek reconsideration at that time. At any time within sixty (60) calendar days, not counting any intervening Saturday, Sunday, or legal city holiday, following passage of the thirty (30) calendar day period, the applicant may submit a written request via certified mail to the city and request a decision setting forth the reason that the application was not approved and the city shall promptly respond within ten (10) calendar days after receipt of the written request, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday, by providing a written explanation of the reason(s) for the nonapproval of the application for the permanent sign.
- b. An approval, an approval with conditions, or disapproval by the director of planning and development shall be deemed the final decision of the city upon the application.
- c. In the case of an approval with conditions or a disapproval, including a disapproval by lapse of time as described herein, an applicant may ask for reconsideration of the decision on the grounds that the director of planning and development may have overlooked or failed to consider any fact(s) that would support a different decision.
  1. A written request for reconsideration accompanied by such additional fact(s) that address the deficiencies that the applicant may wish the director of planning and development to consider, shall be filed with the director of planning and development within fourteen (14) calendar days after the date of the written decision. No fee shall be required for a request for reconsideration.
  2. Upon the timely filing of a request for reconsideration, the decision of the director of planning and development or designee shall be deemed stayed and not a final decision, until the request for reconsideration is decided. The request for reconsideration shall be decided within fourteen (14) calendar days of receipt by the city, not counting any intervening Saturday, Sunday, or legal city holiday. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. In the event that no

decision is rendered within fourteen (14) calendar days following the request for reconsideration, the application shall be deemed denied and the denial shall then be a final decision of the city. At any time within sixty (60) calendar days, not counting any intervening Saturday, Sunday, or legal city holiday, following passage of the fourteen (14) calendar day period, the applicant may submit a written request via certified mail to the city and request a decision setting forth the reason for the denial of the request for reconsideration and the city shall promptly respond within ten (10) calendar days after receipt of the written request, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday, by providing a written explanation of the reason(s) for not approving the application upon reconsideration.

- d. All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the thirty (30) day deadline for a decision upon an application or the fourteen (14) day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.
- e. As exceptions to the foregoing, the thirty (30) day deadline for approval and the fourteen (14) day deadline for a decision upon receipt of a request for a reconsideration shall not apply (that is, the time shall be suspended):
  1. In any case in which the application requires a rezoning of the property, or an amendment to the comprehensive plan of the city, then upon written request of the applicant delivered to the director of planning and development by certified mail before the applicable deadline, the time shall be suspended until a final decision is made upon the application for the variance, rezoning, or comprehensive plan amendment.
  2. If the applicant is required to make any change to the application in order to obtain an unconditional approval so as to satisfy an express provision of state law, the LDC, or the City of Jacksonville Beach Code of Ordinances, then upon the written request of the applicant delivered by certified mail to the director of planning and development before the applicable deadline, the time shall be suspended while the applicant makes such change.
  3. If an applicant is required by state statute or by any express provision of either the LDC or the City of Jacksonville Beach Code of Ordinances, to obtain an approval of the sign from any other governmental agency within the limitations set forth in F.S. § 166.033(4), then upon the request of the applicant in writing delivered by certified mail before the applicable deadline, the time shall be suspended. The time shall remain suspended until such approval is obtained or until the applicant requests in writing delivered by certified mail to the director of planning and development that the city take final action. The city shall comply with the provisions of F.S. § 166.033(4).
  4. In any of the foregoing cases, the applicant may elect to not make any changes to the application or to not obtain an approval that may be required by another governmental agency, and may instead demand in writing a final decision upon the sign permit application as filed. Such a written demand shall be delivered by certified mail to the director of planning and development. In such event, the director of planning and development shall make a decision on the application as appropriate within thirty (30) business days after receiving such demand. If a decision is not made in such a time, the application shall be deemed denied.

- f. Any person aggrieved by the decision of the director of planning and development upon a sign permit application, or aggrieved by any failure by the director of planning and development or by any other city official to act upon a sign permit application in accordance with the LDC, shall have the right to seek judicial review by the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida, or by any other court of competent jurisdiction, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.
  - g. If an applicant believes that his or her speech rights are being denied due to enforcement of subsection (8)c. or (8)e., above, he or she may immediately contact the planning and development department director, in writing via certified letter, and request immediate review of any pending sign permit application. If such a letter is received by the planning and development department director, the city shall have twenty (20) days to review the permit application as under subsection (8)a., above, notwithstanding the provisions of subsection (8)c or (8)e., above. If the planning and development department director does not respond to the applicant following receipt of the certified letter, the substance of the applicant's complaint shall be deemed rejected.
  - h. If an application is deemed incomplete, the applicant may either take steps to submit a complete application or challenge the City's decision by seeking judicial review by the Circuit Court of the Fourth Judicial Circuit in and for Duval County, or by any other court of competent jurisdiction, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.
- (9) Sign permit fees. Before issuance of a permit, the director of planning and development shall collect the necessary sign permit fees. The sign permit fees shall be as designated by resolution of the city council.
- (10) Inspection. The director of planning and development may make or require any inspections to ascertain compliance with the provisions of this division and the Land Development Code.
- (11) Revocation of sign permit. If the work under any sign permit is proceeding in violation of this division, the Land Development Code, or the Florida Building Code, or should it be found that there has been any false statement or misrepresentation of a material fact in the application or plans on which the sign permit was based, the permit holder shall be notified of the violation. If the permit holder fails or refuses to make corrections within ten (10) days, it shall be the duty of the director of planning and development to revoke such sign permit and serve notice upon such permit holder. Such notice shall be in writing and signed by the director of planning and development. It shall be unlawful for any person to proceed with any part of work after such notice is issued.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15 )

**Sec. 34-450. - Nonconforming signs.**

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

- (1) *Legal nonconforming signs:*

- a. A legal nonconforming sign is a sign that lawfully existed at the time of the enactment of this division that does not conform to the regulations as specified in this division.
- b. A legal nonconforming sign may continue to be utilized only in the manner and to the extent that it existed at the time of the adoption of this division or any amendment thereof.
- c. A legal nonconforming sign may not be altered in any manner not in conformance with this division. This does not apply to reasonable repair and maintenance of the sign or to a change of copy provided that by changing the copy structural alterations are not required.
- d. Any building permit for an addition, alteration, or improvement valued at more than fifty (50) percent of the fair market value of the structure or building for work at locations where any nonconforming sign exists shall specify and require that such nonconforming signs located within the boundaries of the development site, and within the limits of the applicant's control, shall be brought into conformance with the provisions of this division, provided that if the nonconforming sign is a type of sign that is prohibited under section 34-444, prohibited signs in all zoning districts, it shall be removed.
- e. Legal nonconforming signs that are located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel without extinguishing the legal nonconforming status of that sign provided that the nonconforming sign:
  - 1. Is not increased in area or height to exceed the limits of the zoning district in which it is located;
  - 2. Remains structurally unchanged except for reasonable repairs or alterations;
  - 3. Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and
  - 4. Is relocated in a manner so as to comply with all applicable safety requirements.

After relocation pursuant to this subsection, the legal nonconforming sign shall be subject to all provisions of this section in its new location.

**(2) Signs rendered nonconforming:**

- a. Except as provided in this section, a nonconforming sign may continue in the manner and to the extent that it existed at the time of the adoption, amendment or annexation of the division that rendered the sign nonconforming. This section shall not prohibit reasonable repairs and alterations to nonconforming signs.
- b. A nonconforming sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this division. An existing monument sign that conforms to the size and height limitations set forth herein, but is otherwise nonconforming, may be relocated a single time to another location on the same parcel.
- c. Any nonconforming sign shall be removed or rebuilt in full conformity to the terms of this division if it is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty (50) percent or more of the cost of replacement of such sign.

**(3) Signs for a legal nonconforming use:**

- a. New or additional signs for a nonconforming use shall not be permitted.
- b. A nonconforming sign for a nonconforming use that ceases to be used for a period of sixty (60) consecutive days or is replaced by a conforming use, shall be considered a prohibited

sign and shall be removed or brought into conformance upon establishment of a conforming use.

(4) *Signs discontinued:*

- a. Sign structures that remain vacant, unoccupied or devoid of any message, or display a message pertaining to a time, event or purpose that no longer applies, for a period of one hundred eighty (180) days, shall be deemed to be discontinued.
- b. A nonconforming sign deemed discontinued shall immediately terminate the right to maintain such sign.
- c. After a sign structure has been deemed discontinued, it shall be the responsibility of the property owner or the property owner's authorized agent to remove the discontinued sign and to patch and conceal any and all damage to any other structure resulting from removal of the sign.
- d. Removal of a discontinued nonconforming sign shall include all sign support components, angle irons, poles, and other remnants of the discontinued sign, that are not currently in use, or proposed for immediate reuse as evidenced by a sign permit application for a permitted sign.

(5) *Unsafe signs:*

- a. If the building official determines any sign or sign structure to be in an unsafe condition, he/she shall immediately notify, in writing, the owner of such sign who shall correct such condition within forty-eight (48) hours.
- b. If the correction has not been made within forty-eight (48) hours, the building official may have the sign removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the sign owner or owner or lessee of the property upon which the sign is located.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

Sec. 34-451. - Miscellaneous provisions.

- (1) *Maintenance of sign location.* For a sign requiring a sign permit, weeds and grass shall be kept cut in front of, behind, underneath, and from around the base of the sign for a minimum distance of ten (10) feet from the sign base, and there shall be no rubbish or debris within ten (10) feet of the sign base or underneath the sign.
- (2) *Ingress and egress signs.* For safety purposes and for traffic circulation purposes, permanent ingress and egress signs to a parcel are permitted provided the same do not exceed four (4) square feet in size and no more than three (3) feet in height. Such signs shall not require a permit.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

Sec. 34-452. - Penalties.

Penalties for violation of this division shall be as provided in section 34-640; however, notwithstanding anything in the LDC or in the Jacksonville Ordinance Code to the contrary, a penalty for a violation of this division shall be limited to civil penalties only and shall not extend to any criminal penalty including but not limited to incarceration.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15.)

Sec. 34-453. - Severability.

- (1) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (2) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection (1), above, or elsewhere in this division, the Jacksonville Beach Code of Ordinances, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
- (3) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection (1), above, or elsewhere in this division, the Jacksonville Beach Code of Ordinance, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division that pertains to prohibited signs, including specifically those signs and sign types prohibited and not allowed under section 34-444, prohibited signs, of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 34-444 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 34-444 thereby ensuring that as many prohibited sign types as may be constitutionally prohibited continue to be prohibited.
- (4) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other Code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained in this Division or in the Jacksonville Beach Code of Ordinances.

( Ord. No. 2015-8065, § 2(Exh. A), 12-7-15 )

Secs. 34-454—34-457. - Reserved.

**Sec. 34-458 – Emergency Services Wayfinding Signage**

It is the express purpose of the sign regulations contained herein to promote public safety while promoting and enhancing the beautification of the city and protecting property values. It is fully acknowledged that safe and effective transit to emergency services is in the best interest of the general public. Per the regulations and restrictions contained herein, signage directing the general public to emergency services, as defined herein, shall be allowed off site from the property providing said services.

- (1) *Emergency Service.* “Emergency Service” shall mean police stations, fire stations, paramedic facilities, as well as, hospitals which feature an on-site emergency facility licensed by the State of

Florida which provides “Emergency services and care” as said term is defined per Sec. 395.002, Florida Statutes.

(2) *Wayfinding Signage.* “Wayfinding Signage” shall mean signage which contains directions, distances and general guidance to a particular point of interest which qualifies as an “Emergency Service.”

(3) *Signage Parameters.* Emergency Services Wayfinding Signage shall conform to the following requirements:

a. *Pole Sign.*

1. *Height.* Maximum of Twenty-four (24) feet in height, not including any architectural embellishment provided the embellishment does not exceed thirty-six (36) inches at the base of the sign and eighteen (18) inches at the top of the sign.

2. *Signage Area.* Maximum signage area of fifty-four (54) square feet for each side.

b. *Monument Signs.*

1. *Height.* Maximum of sixteen (16) feet in height, not including any architectural embellishment provided the embellishment does not exceed thirty-six (36) inches at the base of the sign and eighteen (18) inches at the top of the sign.

2. *Signage Area.* Maximum signage area of one-hundred (120) square feet for each side.

c. *Illumination.* Signage allowed under this subsection may be internally or externally illuminated. For internal illumination, the sign may be constructed with an opaque background and translucent letters or other graphical elements, or with a colored background and lighter letters or graphics. For external illumination, the sign may be illuminated only with steady, stationary, directed and shielded light sources directed solely onto the sign. Light bulbs or tubes (excluding neon), used for illuminating a sign, shall not be visible from the adjacent public rights-of-way or residential properties. Illuminated signage shall not be located within fifty (50) feet of the property line of a single-family residence.

d. *Content.* Signage allowed under this subsection may identify:

1. *The name and type of Emergency Service.*

2. *The approximate distance from the sign location to the Emergency Service.*

3. *Approximate directions from the sign location to the Emergency Service.*

e. *Sign Locations.* Signs allowed under this subsection shall only be located within fifty (50) feet of roadways which serve as a collector, arterial or highway, or which feature more than ten-thousand (10,000) daily trips.

f. Approval of Sign Locations. The public works department and the planning and development department shall review and approve the proposed location for signage allowed under this subsection. In review of a proposed sign, the departments shall consider the particular location of a sign and the character of the immediate surroundings of the sign location.

g. Compliance with other laws. Any sign allowed pursuant to this subsection shall comply with all other applicable government laws and regulations.

**SECTION 3.** That this ordinance shall take effect upon its adoption by the City Council.

**SECTION 4.** That if any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5.** All ordinances, resolutions, official determinations or parts thereof previously adopted or entered into by the City or any of its officials and that are in conflict with this ordinance are repealed to the extent inconsistent herewith.

**AUTHENTICATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2019.**

\_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Laurie Scott, City Clerk

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## MEMORANDUM

TO: Mayor and City Council  
FROM: Susan Erdelyi, City Attorney  
SUBJECT: Ordinance 2019-8116 Amendments to Sec. 4-2  
Prohibited hours of sale, consumption, and service – First Reading  
DATE: April 30, 2019

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### ACTION REQUESTED:

Adoption of Ordinance 2019-8116 amending section 4-2, "Prohibited hours of sale, consumption, and service" of Chapter 4 "Alcoholic Beverages" of the Code of Ordinances of the City of Jacksonville Beach, Florida.

After several incidents for disorderly and violent encounters involving restaurants holding state issued Special Restaurant licensing (SRX/SFS) the City Council conducted workshops to address the public safety, health, and welfare concerns related to these establishments.

The City Council held workshops on two separate occasions. City Council first considered reports of its staff, police chief, and attorney and received comments from the public on August 8, 2018. A further workshop was held on September 10, 2018 to consider options for modifications to Section 4-2 of the City of Jacksonville Beach's code regulating after hours sale, consumption, and service.

The City Council requested that amendments be drafted and an ordinance presented to Council addressing the following items:

1. All new restaurants with SRX/SFS alcohol licenses issued by the State will close at midnight and will not be granted extended hours permits under sec. 4-2.
2. All extended hours permit holders, regardless of license type, will be required to have security cameras on the premises.
3. All extended hours permit holders, regardless of license type, will be required to provide security camera footage to Jacksonville Beach Police Department upon demand.

4. 1st violations for all extended hours permit holders, regardless of license type, will be taken to the Special Magistrate and subject to suspension of the permit for up to 60 days.
5. 2nd violations (defined as violations within 180 days of issuance of 1st notice of violation regardless of Special Magistrate finding) for all extended hours permit holders, regardless of license type, will be taken to the Special Magistrate and subject to suspension of the permit for no less than 30 and up to 90 days.
6. Subsequent violations occurring within one year (365 days) of the date of completion of the most recent suspension shall result in a suspension of not less than 90 and up to 180 days.

**RECOMMENDATION:**

Adopt Ordinance No. 2019-8116, amending section 4-2, "Prohibited hours of sale, consumption, and service" of Chapter 4 "Alcoholic Beverages" of the Code of Ordinances of the City of Jacksonville Beach, Florida as presented.

Introduced By: \_\_\_\_\_  
1st Reading: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_

**ORDINANCE NO. 2019-8116**

**AN ORDINANCE AMENDING CHAPTER 4, "ALCOHOLIC BEVERAGES", OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY AMENDING SECTION 4-2, "PROHIBITED HOURS OF SALE, CONSUMPTION, AND SERVICE", REMOVING THE ABILITY FOR NEW RESTAURANTS WITH 4-COP SRX/SFS LICENSES FROM APPLYING FOR EXTENDED HOURS OF OPERATION PERMITS; PROVIDING FOR REQUIRED SECURITY MEASURES; PROVIDING FOR ENHANCED PENALTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Jacksonville Beach has the authority to adopt Ordinances pursuant to Article VIII of the Constitution of the State of Florida and Florida Statutes Chapter 166.41; and

**WHEREAS**, the City has received a number of complaints concerning certain alcoholic beverage establishments licensed under the state beverage laws as special restaurant or special food service establishments which operate as de-facto bars or lounges by operating in violation of applicable laws, including but not limited to, violation of the fifty-one percent (51%) food sales requirement as set forth in F. S. § 561.20; removal of chairs and tables to below state mandated thresholds of 150 seats; failing to provide full service kitchens up to the required hour; among other violations of law; and

**WHEREAS**, Chapter 562.14 of the Florida Statutes authorizes a municipality to regulate the hours that an alcoholic beverage establishment may sell alcoholic beverages; and

**WHEREAS**, Chapter 562.14 of the Florida Statutes authorizes a municipality to regulate conduct related to the sale of alcoholic beverages at an alcoholic beverage establishment; and

**WHEREAS**, the City has experienced an increase in law enforcement costs as a result of the sale and consumption of alcoholic beverages to individuals who consume alcoholic beverages to the point of intoxication, and particularly after midnight, and the City's law enforcement personnel must respond to a greater number of calls for service directly resulting from the need to keep the peace with individuals who have over-consumed alcohol, particularly after midnight; and

**WHEREAS**, the City Council, in order to protect the public health and safety of the residents of the City of Jacksonville Beach, desires to regulate the hours of sale, consumption and service of alcoholic beverages, provide for a process and procedures for issuance of extended hours of operation permits, and encourage responsible alcohol beverage establishments by providing for enhanced penalties and suspension of the extended hours of operation permit in the event of violation of the regulations and ordinances of the City; and

**WHEREAS**, the City finds it is in the best interest of the public health, safety, and welfare to encourage responsible alcohol beverage establishments by providing for requirements for security surveillance cameras and provisions for obtaining such security surveillance by law enforcement as may be needed in furtherance of punishing or preventing criminal activity; and

**WHEREAS**, the City finds it is in the best interest of the public health, safety, and welfare to reduce the number of alcohol beverage establishments actively serving alcohol after midnight, by removing the availability of an extended hours of operation permit for new restaurant applications as defined in the ordinance or otherwise licensed under the state alcoholic beverage laws F.S. § 561.20(2)(a)4 for all new applications for extended hours of operation permits; and

**WHEREAS**, the City finds that an Extended Hours of Operation Permit is the exercise of its quasi-legislative function, and further finds that such extended hours of operation represent a privilege rather than a right.

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

**SECTION 1.** That Section 4-2, "Hours of sale permitted", of Chapter 4 of the Code of Ordinances of the City of Jacksonville Beach, Florida, be amended, and the same shall read as follows<sup>1</sup>:

**Sec. 4-2. Prohibited hours of sale, consumption, and service.**

*(a) Applicability.* The provisions of this section shall apply to the following state alcoholic beverage license types: **1-COP** (beer only consumption on premises), **2-COP** (beer and wine consumption on premises), **4-COP Quota License** (beer, wine, and liquor package sales and consumption on premises), **4-COP-S** (beer, wine, and liquor consumption on premises in connection with the operation of a hotel, motel, motor court, or condominium), **4-COP-SRX/SFS** (beer, wine, and liquor consumption on premises in connection with a restaurant), **4-COP-SBX** (beer, wine, and liquor consumption on premises in connection with a bowling alley), **11-GC** (beer, wine, and liquor consumption on premises in connection with a golf club), **11-C** (beer, wine, and liquor in connection with a bona fide club, including fraternal or benevolent association lodges or clubs, social clubs; and tennis, racquetball, cabana, or beach clubs, for consumption on premises by

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<sup>1</sup> (~~strikethrough~~ text indicates deletions, underline text indicates additions).

members and their guests only), and ODP (beer, wine, and liquor consumption on premises for a bona fide non-profit civic organization for a period not to exceed three days and no more than three times per year).

(b) *Definitions.*

- (1) *Sale* and *Sell* shall mean and include not only selling but also consuming, serving, and/or permitting to be served or consumed, any alcoholic beverages.
- (2) *Alcoholic beverage* shall mean (as provided in F.S. § 561.01) distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.
- (3) *Alcoholic beverage establishment* shall mean any commercial establishment located in the City which allows for alcoholic beverages (beer, wine, or liquor) to be sold for consumption on the premises.
- (4) *Beer, wine and liquor* shall have the same meanings as provided in F.S. §§ 563.01, 564.01, 565.01, as those Sections may be amended or renumbered from time to time.
- (5) *Establishment* shall have the same meaning as alcoholic beverage establishment.
- (6) *Extended Hours of Operation Permit* shall mean a permit issued by the City of Jacksonville Beach that allows an alcoholic beverage establishment to operate and sell alcoholic beverages for purposes of consumption on the premises between the hours of 12:00 midnight and 2:00 a.m.
- (7) *Restaurant*, shall mean the same as public food service establishment as defined in F. S. § 509.013 (5)(a), and shall mean and include any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared before being delivered to another location for consumption. For the purposes of this Chapter, the definition of a restaurant shall include any business with a special license issued by the Division of Alcohol and Tobacco of the Florida Department of Business and Professional Regulation.
- (8) *Transfer of ownership* shall mean a transfer of a license, change of officers or directors, or transfer of interest as defined and regulated under the provisions of F. S. § 561.32.

(c) *Restricted hours of sale and operation.* Except as provided in Section 4-2-(d), no alcoholic beverage establishment licensed under the state alcoholic beverage laws to sell alcoholic beverages (beer, wine, or liquor), shall sell or offer for sale, or serve or offer to serve, any beer, wine, liquor, or alcoholic beverages of any kind, regardless of al-

coholic content, or be open for operation, on any day of the week between the hours of 12:00 midnight and 6:00 a.m.

(d) *Permit required for certain alcoholic beverage establishments to sell alcoholic beverages between the hours of 12:00 midnight and 2:00 a.m.*

~~(1)~~ (1) Permit required. Any qualifying alcoholic beverage establishment, other than as described in section 4-2(d)(2), licensed under the state alcoholic beverage laws to sell, offer for sale, or deliver alcoholic beverages, for purposes of consumption on the premises, between the hours of 12:00 midnight and 2:00 a.m., but in any case no later than 2:00 a.m., on any day of the week, shall make application with the City Clerk for an Extended Hours of Operation Permit.

~~(2) Restaurant permits prohibited. Notwithstanding the above, restaurants as defined in section 4-2(b)(7) or otherwise issued a license under the state alcoholic beverage laws F.S. § 561.20(2)(a)4, as may be amended, shall not be permitted to apply for or be issued an extended hours permit. This subsection shall not apply to restaurants, as defined in section 4-2(b)(7) or otherwise issued a license under the state alcoholic beverage laws F.S. § 561.20(2)(a)4, as may be amended, which was issued and maintains a valid extended hours of operation permit prior to the effective date of the legislation from which this subsection is derived provided that such restaurant meets the following criteria:~~

- ~~a. The restaurant extended hours of operation permit holder maintains annual renewal as required by section 4-2(d)(5); and~~
- ~~b. The restaurant extended hours of operation permit holder maintains a valid state beverage license which is not suspended or revoked; and~~
- ~~c. There is no transfer of ownership, as defined in section 4-2(b)(8) or change in location of the establishment; and~~
- ~~d. The restaurant extended hours of operation permit holder or the alcohol beverage establishment has not been adjudicated by the Special Magistrate of three or more violations of section 4-2 within one year (365 days); and~~
- ~~e. The restaurant extended hours of operation permit holder is, in all other respects, in compliance with this chapter and the City of Jacksonville Beach Code of Ordinances.~~

~~(2)~~(3) The alcoholic beverage establishment shall complete an application form provided by the City, including, but not limited to, the name and street address where notices related to this section are to be mailed. An annual fee, in an amount set by resolution of the City Council and payable upon issuance, shall be charged for the permit. The application form shall include, but not be limited to, the following information:

- a) Name and street address of the owner of the alcoholic beverage es-

- establishment,
- b) Valid business tax receipt for the alcoholic beverage establishment,
- c) Verification of compliance by the alcoholic beverage establishment with City zoning regulations,
- d) Specific type of state alcoholic beverage license held by the alcoholic beverage establishment.
- ~~e) e)~~ If the establishment holds a state alcoholic beverage license other than a 4-COP Quota License, the establishment will submit a copy of the proposed seating diagram, to include any proposed dining area.
- f) Verification of the existence of working security surveillance cameras and the intent to maintain such cameras and surveillance footage for a minimum of seventy-two (72) hours and agreement to provide such security surveillance footage to law enforcement upon demand.

~~(3)~~(4) The City Manager or designee shall review the application and, if the application is complete, and the alcoholic beverage establishment is in compliance with the Code of Ordinances and state alcoholic beverage laws, a permit shall be issued allowing the alcoholic beverage establishment to sell alcoholic beverages, as restricted by the alcoholic beverage establishment's state beverage license, for purposes of consumption on the premises, between the hours of 12:00 midnight and 2:00 a.m. on every day of the week.

~~(4)~~(5) Such permit shall be renewed by the City annually on or before the 30<sup>th</sup> day of September, unless any of the following occur:

- a) The permit is under suspension at the time of renewal.
- b) The alcoholic beverage establishment's state beverage license has been revoked or suspended,
- c) A transfer of ownership, as defined in Section 4-2. (b)(9) *Definitions.*, or a change in location of the establishment has occurred, and this information was not provided to the City.

~~(5)~~(6) The City shall be notified immediately, and the alcoholic beverage establishment shall apply for a new permit if a transfer of ownership, as defined in Section 4-2(b)(8), or a change in location of the establishment has occurred. Until such time as the alcoholic beverage establishment makes application, is approved, and receives a new permit, the privilege of extended hours for the sale of alcoholic beverages shall be suspended. Failure to renew the Extended Hours of Operation Permit on or before the 30<sup>th</sup> day of September of each year, or to pay the annual fee as set by resolution of the City Council, shall be cause for the immediate suspension of extended hours privileges pursuant to Section 4-2. (e) *Notice of violations, hearings, and penalties.*

~~(6)~~(7) No alcoholic beverage establishment is authorized to sell or serve alcoholic

beverages for purposes of consumption on the premises after 12:00 midnight unless it possesses a valid Extended Hours of Operation Permit from the City. No alcoholic beverage establishment is authorized to sell or serve alcoholic beverages, or be open for operation, after 2:00 a.m. and before 6:00 a.m. on any day of the week.

~~(7)~~(8) The provisions of this section shall not impair or affect the right of an alcoholic beverage establishment with a state alcoholic beverage license to remain open and sell alcoholic beverages between the hours of 6:00 a.m. and 12:00 midnight.

(e) *Notice of violations, hearings, and penalties.* The ability of an alcoholic beverage establishment to sell, offer for sale, deliver or permit to be consumed upon the premises any alcoholic beverage between the hours of 12:00 midnight and 2:00 a.m. on any day of the week is hereby declared to be and is a privilege subject to suspension, and no person may reasonably rely upon a continuation of that privilege. As a condition of the continuation of the privilege, alcoholic beverage establishments are required to take all necessary steps to minimize illegal activities.

(1) *Illegal activities included.* The following are representative, but not all-inclusive, of activities that may result in suspension of the privilege of extended hours of operation for authorized alcoholic beverage establishments to sell alcoholic beverages for purposes of consumption on the premises:

- a) Illegal activities requiring a police response that occur on or adjacent to the premises of an alcoholic beverage establishment. Particular emphasis will be given to illegal activities of the owner, employees, patrons of the establishment, or others associated with the establishment; including, but not limited to, the use, sale, or delivery of controlled substances, allowing underage drinking, continuing to sell alcoholic beverages after closing time, violation of open container laws, serving alcoholic beverages to intoxicated persons, disturbances, batteries, driving under the influence (DUI), disorderly intoxication, violations of the Florida Fire Prevention Code, and other violations of law during all hours of operation. The City shall consider whether the need for police services is the result of the establishment's failure or inability to maintain proper order and control during all hours of operation;
- b) Failure of any restaurant, as defined in Section 4-2(b)(7), which possesses a 4-COP-SRX/SFS (Special Restaurant/Special Food Service Establishment) state alcoholic beverage license as addressed under the provisions of F. S. § 561.20(2)(a)4;
  1. To maintain at least 2,500 square feet of service area,
  2. To be equipped to serve 150 persons full course meals from a menu at tables at all times during all hours of operation,
  3. To keep the kitchen open and capable of preparing food and filling customers' orders up to 30 minutes before time of closing,
  4. To keep all tables and chairs must remain upright and in place

during all hours of operation as per diagram submitted to the city during the permitting process,

5. To derive at least fifty-one (51%) percent of its gross revenue from the sale of food and nonalcoholic beverages. Failure to derive at least fifty-one (51%) percent of its gross revenue from the sale of food and nonalcoholic beverages shall be based on the findings of an audit of the 4-COP-SRX/SFS licensee by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business and Professional Regulation, irrespective of any sanctions or penalties imposed by said Division pursuant to that audit.

- c) Complaints verified and documented by police arising from adverse effects of extended hours of operation upon neighboring properties, including, but not limited to, excessive noise, illegal parking, vandalism, generation of trash or garbage on or adjacent to the establishment, loitering by intoxicated persons, or exterior lighting on neighboring residential properties;
- d) Violations of any provisions of the City of Jacksonville Beach Code of Ordinances; including, but not limited to, Chapter 18, relating to noise and sound limitations;
- e) Failure to obtain an Extended Hours of Operation Permit, or failure to renew the permit as required;
- f) Violations of state statutes and/or fire codes related to the maximum permissible occupancy at the alcoholic beverage establishment location;
- g) *Sales by employees during prohibited hours.* No person, or any agent, servant, or employee of any person licensed under the state alcoholic beverage laws shall sell, or offer for sale, any beer, wine, liquor, or alcoholic beverage of any kind during prohibited hours.
- h) *Gifts.* It is a violation of this section for any person, or any agent, servant or employee of any person licensed under the state alcoholic beverage laws, during prohibited hours as set forth in this section, to gratuitously give any kind of alcoholic beverage, whether conditioned upon the purchase of any kind of alcoholic beverage or product of any nature, at any inflated price or otherwise, or in the form of a so-called bonus predicated upon another purchase, or as a gift.
- h)i) Failure to provide security surveillance footage requested by law enforcement upon demand of the City of Jacksonville Beach Police Department.

(2) *Successive violations.* In order to invoke the enforcement provisions of this section, a violation must be traceable to the particular alcoholic beverage establishment against which action is taken, and must be verified and documented by a police officer, code enforcement officer, or fire department official.

- a) *1<sup>st</sup> Notice of Violation.* ~~Except as provided, a~~ A first violation by an alcoholic beverage establishment of this section, any section of the Code

of Ordinances or state statutes shall result in a written notice of violation ~~that will not require an appearance before the special magistrate. Issuance of a written 1<sup>st</sup> notice of violation for a violation of this ordinance shall not prevent the filing of charges against the alcoholic beverage establishment or any person with any other violation of the Code of Ordinances or state statutes.~~ The 1<sup>st</sup> notice of violation shall be issued by a police officer. The 1<sup>st</sup> notice of violation shall be left with the owner, proprietor, manager, or highest-ranking employee then on the premises of the alcoholic beverage establishment. Issuance of a 1<sup>st</sup> notice of violation for a violation of this ordinance shall not prevent the filing of charges against the alcoholic beverage establishment or any person with any other violation of the Code of Ordinances or state statutes. ~~If the first violation is the result of a felony criminal offense being committed on the premises, or the incident resulting in a felony criminal offense being committed began on the premises of the establishment, the first violation may be presented to the special magistrate for consideration of the suspension of the extended hours permit.~~

- b) *2<sup>nd</sup> Notice of violation.* A subsequent violation of this section, any section of the Code of Ordinances or state statutes by an alcoholic beverage establishment within one hundred, eighty (180) days of issuance of a written 1<sup>st</sup> notice of violation shall result in a written 2<sup>nd</sup> notice of violation. The 2<sup>nd</sup> notice of violation shall be issued by a police officer. The 2<sup>nd</sup> notice of violation shall be left with the owner, proprietor, manager, or highest-ranking employee then on the premises of the alcoholic beverage establishment. Issuance of a 2<sup>nd</sup> notice of violation for a violation of this ordinance shall not prevent the filing of charges against the alcoholic beverage establishment or any person with any other violation of the Code of Ordinances or state statutes.
- c) *Special magistrate.* ~~A 2<sup>nd</sup>~~ All notices of violation shall be taken before the City's Special Magistrate for consideration of suspension of the alcoholic beverage establishment's Extended Hours of Operation Permit. The Special Magistrate shall exercise jurisdiction over such matters as set forth in Article VI, Sec. 2-170 of the Code of Ordinances of the City of Jacksonville Beach.
- d) *Action by the Special Magistrate.* Upon completion of the hearing, the Special Magistrate shall deliver a ruling either that no action shall be taken against the alcoholic beverage establishment's Extended Hours of Operation Permit, or that the Extended Hours of Operation Permit shall be suspended.
1. A suspension of the Extended Hours of Operation Permit for a first finding by the special magistrate of a violation shall be ~~not less than thirty (30) days nor more than ninety (90) days~~ for up to sixty (60) days at the discretion of the Special Magistrate and depending upon the severity of the violation(s).
  2. A second ~~and any subsequent~~ finding by the special magistrate of a violation of the Extended Hours of Operation Permit within one hundred eighty (180) days of issuance of the first notice of violation regardless of the Special Magistrate's finding in

said violation shall be suspended for no less than thirty (30) days nor more than ninety (90) days.

3. Subsequent violations occurring within one year (365 days) of the date of completion of the most recent suspension period shall result in a suspension of not less than ninety (90) days nor more than one hundred and eighty (180) days.
4. In addition to any suspension of the Extended Hours of Operation Permit, as listed above, the Special Magistrate may issue a fine of not more than five hundred dollars (\$500.00) per violation of this ordinance.

The Special Magistrate shall base his/her ruling upon substantial, competent evidence presented that supports a finding of non-compliance with this section. The special magistrate's written order of suspension of the extended hours of operation permit shall state the effective date of suspension and shall give the alcoholic beverage establishment at least ten calendar days notice of the suspension.

- e) *Failure of alleged violator to appear.* If an alcoholic beverage establishment served with a Notice of Violation fails to appear at the hearing after having received proper notice, the Special Magistrate shall take testimony from city staff, and other relevant testimony, as available, and shall deliver a ruling either that no action shall be taken against the alcoholic beverage establishment's Extended Hours of Operation Permit, or that the Extended Hours of Operation Permit shall be suspended for a period of time as set forth in Section 4-2. (e)(2)(d) of this section. A ruling that the Extended Hours of Operation be suspended shall take effect on the eleventh calendar day after the order is issued and provided to the alcoholic beverage establishment. The enforcement of such order shall be stayed if the alcoholic beverage establishment files a request for a rehearing with the City Clerk's office before the date the order is scheduled to take effect. In such case, the alcoholic beverage establishment shall be rescheduled for a hearing before the Special Magistrate. At that hearing, the Special Magistrate shall take testimony from the alcoholic beverage establishment, and other relevant testimony, as available, and shall deliver a ruling upholding the previous order suspending the Extended Hours of Operation Permit, amending the order suspending the Extended Hours of Operation Permit, or rescinding the order suspending the Extended Hours of Operation Permit. If the Special Magistrate upholds a suspension of the Extended Hours of Operation Permit, such suspension shall take effect the next calendar day after the ruling is issued.
- f) Any alcoholic beverage establishment that has had an Extended Hours of Operation Permit suspended cannot avoid the consequences of the Special Magistrate's action by changing its business name or corporate status, as set forth in F. S. § 561.32.
- g) The enforcement procedures contained herein are alternative procedures, and the City reserves the right to arrest, prosecute, or take action utilizing alternative procedures authorized by law.

**SECTION 2.** If any provision of this Ordinance or the particular application of this Ordinance shall be held invalid by any Court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases shall remain in effect.

**SECTION 3.** That all other ordinances or parts of ordinances in conflict with this ordinance are, to the extent the same may be in conflict, repealed.

**SECTION 4.** Codification of this ordinance in the Code of Ordinances of the City of Jacksonville Beach is hereby authorized and directed.

**SECTION 5.** This ordinance shall take effect ninety (90) days from the date of its adoption.

**DONE IN OPEN MEETING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2019.**

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William C. Latham, MAYOR

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Laurie Scott, CITY CLERK