ZOOM VIRTUAL MEETING NOTICE

INSTRUCTIONS FOR PUBLIC VIEWING AND PARTICIPATION

CITY OF JACKSONVILLE BEACH CITY COUNCIL MEETING

SEPTEMBER 8, 2020, AT 7:00 P.M.

(NO PHYSICAL LOCATION)

Due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, the September 8, 2020, City of Jacksonville Beach, City Council meeting will be conducted in a modified manner. The meeting will be conducted virtually, utilizing Zoom technology and webinar capabilities. The City is providing numerous additional technological options for public attendance and participation in the meeting.

Governor DeSantis' Executive Order No. 20-193, extended the Governor's authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location, and to hold meetings using communications media technology (CMT). On April 6, 2020, the City of Jacksonville Beach City Council approved at their public meeting the use of CMT and alternative start times to conduct Council meetings and briefings. The following CMT options are available to participate, view and listen to the September 8, 2020, City Council meeting:

1. **View and listen to a Livestream of the meeting online:**
   - Access the meeting by visiting the City of Jacksonville Beach YouTube Channel: https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q
   - View the Livestream via Zoom technology: https://us02web.zoom.us/j/89713943797
2. **Listen to the meeting via phone:**
   - Dial 1-301-715-8592
   - Webinar ID: 897 1394 3797
   - There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting, unless you have pre-registered to speak. (Instructions for pre-registration are below.)
3. **Hearing or speech impaired access:**
   - Contact the agency using the Florida Relay Service: 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).
4. **Submit questions and comments concerning a scheduled agenda item or for the Courtesy of the Floor portion of the Agenda:**
   - You may provide written comments by:
     - Emailing the City Clerk, Laurie Scott, at cityclerk@jaxbchfl.net; or
     - Via U.S. mail to City Clerk, City Hall, 11 N. 3rd Street, Jacksonville Beach, FL 32250; or
     - Place a copy of your comments in the drop box at the main entrance of City Hall.
   - Provide your full name and address, and if you are a city business owner, list the business name and address.
   - You may also submit a Public Comment Submission Form on the City of Jacksonville Beach website. Fill out the form at this link to have your comments read during the meeting: https://bit.ly/COJBvirtualmeeting. Comments on an action item and comments for Courtesy of the Floor will be read into the record. Submissions will be provided to the Council. All Submissions are a public record.

- Written comments will be read into the record at the appropriate time. All other written comments received by the deadline will be distributed to the Mayor and City Council members and the appropriate staff before the start of the meeting. Comments received through these CMT options will be read into the record by the City Clerk or City Attorney. Written comments will be limited to three (3) minutes of reading time.
- Members of the public may also opt to comment via dialing in or utilizing Zoom technology, but to do this, they **must register in advance**. To register, fill out the form at this link: https://bit.ly/COJBvirtualmeeting.
    - It is requested that members of the public register by noon on Monday, September 8, 2020.
    - Speakers will be limited to three (3) minutes.
    - To either dial in or use Zoom technology, speakers need to ensure they have proper working equipment. For dialing in, a telephone with audio/speaker and microphone capabilities is required. For participation utilizing Zoom technology, smart technology (smartphone/tablet/laptop/desktop) should be equipped with both microphone and speaker capabilities. It is up to each speaker to test the functionality of their equipment before the meeting starts. If the speaker's equipment is not working correctly during the meeting, the speaker will be unable to participate.
    - To check technological requirements and to test your technology, visit the Zoom web site here: https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux
    - To download Zoom applications, click here: https://zoom.us/download
        - For the purposes of this meeting, speakers will be clicking **"Download"** under **"Zoom Client for Meetings"** (using a PC or MAC) *or* choosing your mobile device platform under **"Zoom Mobile Apps."**
- The email address and the online comment form will remain open during the meeting to accept comments to be read into the record up until 5 minutes before a particular agenda item is addressed by the Mayor. Public comments for Courtesy of the Floor will be accepted until 5 minutes before the Mayor opens that portion of the meeting.
- For additional information or assistance, please contact the following people prior to the meeting:
    - For public comment questions: Laurie Scott, City Clerk, cityclerk@jaxbchfl.net or (904) 247-6299.
    - For questions on connecting to or using CMT or Zoom for the meeting: Jacob Board, Communications Manager, jboard@jaxbchfl.net, or (904) 247-4036.

NOTICE

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

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.

City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Agenda

City Council

Tuesday, September 8, 2020 | **7:00 PM** | **Via Video Conference**

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

20-165 Budget Workshop held on August 10, 2020

20-166 Budget Workshop held on August 11, 2020

20-167 Council Briefing held on August 17, 2020

20-168 Regular Council Meeting held on August 17, 2020

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

20-169 Authorize Council Member Golding to Participate in the Florida League of Cities (FLC) Municipal Administration Legislative Policy Committee Meetings, and to Attend the FLC Legislative Conference November 12-13, 2020, on Behalf of the City

20-170 Award/Reject Bid No. 1920-07, Lift Station No. 2 Replacement to Intercounty Engineering, Inc. for Construction Services, and Authorize Construction Administration Services with the Project Design Firm, Jones Edmunds

20-171 Award/Reject RFP No. 06-1920, Graffiti Abatement - Continuous Services for 36 Months to Biotraits Chemical, Inc. (Primary), and Krystal Companies DBA Krystal Klean (Alternate) and Authorize the City Manager to Extend the Contract from One (1) Year through Two (2) Years in Length Each for a Total Contract Length Not to Exceed Five (5) Years

20-172 Approve/Disapprove a Purchase Order in the Amount of $158,346 with a 20% Contingency for a Total of $190,015.20 to Fund the Upgrade of our Advanced Control Systems Supervisory Control and Data Acquisition System (SCADA) Hardware and Software

RESOLUTIONS

20-173 RESOLUTION NO. 2065-2020

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH ESTABLISHING RULES, PROCEDURES AND PROTOCOLS FOR CITY COUNCIL LIVE PUBLIC MEETINGS AND BRIEFINGS DURING THE PERIOD OF THE DECLARED PUBLIC HEALTH EMERGENCY CAUSED BY COVID-19; PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF INCONSISTENT RESOLUTIONS AND CITY COUNCIL DECISIONS, SEVERABILITY, DIRECTIONS TO THE CITY CLERK, AND AN EFFECTIVE DATE.

ORDINANCES

20-174 ORDINANCE NO. 2020-8147 (Second Reading) (Public Hearing)

AN ORDINANCE TO AMEND AND REVISE CHAPTER 19 – NUISANCES OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, TO REFLECT BEST PRACTICES, REGULATIONS, STANDARDS, AND PROCEDURES FOR CODE ENFORCEMENT OF PUBLIC NUISANCE ABATEMENT; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

20-175 ORDINANCE NO. 2020-8148 (Second Reading) (Public Hearing)

AN ORDINANCE TO CREATE CHAPTER 20 "PARKS, RECREATION, AND BEACH" AND ASSOCIATED SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO PROVIDE UNIFORM

AND PARK SPECIFIC CODIFIED LOCAL LAWS, RULES, AND REGULATIONS AND SPECIFIED AUTHORITY AND ENFORCEMENT ACTIONS CONCERNING THE CITY'S PARKS, PARK PROPERTIES, AND BEACH; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

20-176 ORDINANCE NO. 2020-8145 (First Reading) (Public Hearing)

AN ORDINANCE TO REVISE CHAPTERS 12 AND 34 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADAPT THE CITY'S CODE TO NEW FLORIDA STATUTE SECTION 509.102 CONCERNING MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

20-177 ORDINANCE NO. 2020-8149 (First Reading) (Public Hearing)

AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 99-7765, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (*Isabella Office Center PUD*)

20-178 ORDINANCE NO. 2020-8150 (First Reading) (Public Hearing)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING THE EMPLOYEE BENEFITS AND LEAVE POLICY PROVIDING FOR AN ADDITIONAL PAID HOLIDAY (PRESIDENT'S DAY); PROVIDING FOR LEGISLATIVE FINDINGS, DIRECTION TO AMEND CITY POLICY, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

20-179 ORDINANCE NO. 2020-8151 (First Reading) (Public Hearing)

AN ORDINANCE AMENDING CHAPTER 8, "CEMETERIES," OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, CODE OF ORDINANCES BY REVISING THE TITLE AND AMENDING SECTION 8-2. "SAME – CITY CLERK TO MAINTAIN RECORD OF GRANTEES, ETC." AND AMENDING SECTION 8-3. "DISINTERMENTS; MOLESTING GRAVES." BY CHANGING THE REFERENCE FROM "CITY CLERK" TO "PARKS AND RECREATION DEPARTMENT;" PROVIDING FOR ADOPTION OF RECITALS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, CODEFICTION, AND AN EFFECTIVE DATE.

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.

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

You may use this website http://www.jacksonvillebeach.org/publichearinginfo to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

City of Jacksonville Beach
Minutes of City Council Workshop
FY2021 – Budget Workshop
Monday, August 10, 2020 – 5:00 P.M.
Via Video Conference

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:00 P.M.

The following City Council Members were in attendance:

Mayor:	William C. Latham		
Council Members:	Keith Doherty (absent)	Georgette Dumont	Christine Hoffman
	Sandy Golding	Cory Nichols	Phil Vogelsang (absent)

Also present were Director of Public Works Dennis Barron, and Director of Planning and Development Bill Mann.

Public Works
Director of Public Works Dennis Barron reviewed the mission statement of the Department.

Mr. Barron reviewed the Department's organization and stated there had been no significant changes in staffing within the Department. Mr. Barron reviewed the Department's recent accomplishments, goals for FY2021, performance measures, funding sources, and budget issues.

Distribution and Collection Division
Mr. Barron stated there are no staff increases in the Distribution and Collection Division.

Mr. Barron highlighted the following topics:
- Funding $25,000 for GIS updates and enhancements
- Funding $65,000 to replace one (1) ½ ton pick-up truck and one (1) ½ ton pick-up truck with a utility body
- Water main projects

Pollution Control Plant Division
Mr. Barron stated the F.O.G Program Manager position was added to the Pollution Control Plant Division.

Mr. Barron reviewed the Capital Outlay projects, highlighting the following:
- Funding $695,000 for Lift Station Rehabilitation Program
- Funding $150,000 for Sludge Dewatering Facility design and improvements
- Funding $175,000 for replacement of Digester stairs
- Funding $345,000 for Digester and Air Piping
- Funding $100,000 for Wastewater Plant Outfall Piping

Water Plant Division
Mr. Barron stated there are no staff increases in the Water Plant Division. Mr. Barron explained the most substantial Capital Outlay is $125,000 for the Master Water Plan study.

Streets Division
Mr. Barron reviewed the objectives for the Street Division. Regarding the organization of the division, Mr. Barron stated the Administrative Assistant position would be moved to the Administrative Division and reclassified as an Office Administrator. Mr. Barron also stated the Heavy Equipment Operator position would be reclassified as an Equipment Operator I, II position.

Mr. Barron stated the Capital Outlay for the division is funding for $60,000 to replace two Ford Rangers.

Stormwater Utility Program
Mr. Barron reviewed the Capital Outlay for the division.

Mr. Barron stated the FDOT project to improve the stormwater drainage system for A1A/Beach Boulevard is approximately 90% complete. The estimated project completion date is mid-September 2020.

Sanitation Utility Program
Mr. Barron stated there is no Capital Outlay for FY21 for the division.

Community Redevelopment Agency
Director of Planning and Development Bill Mann explained the Community Redevelopment Agency (CRA) consists of two districts: Downtown and South Beach. The Agency receives administrative, engineering, and project management support from the City's Planning and Development and Public Works departments.

Mr. Mann reviewed the CRA Budget Issues for FY21, stating the increase in Personnel Services are attributable to the addition of the CRA Program Manager position and the cost increase associated with the new pay plan.

Mr. Mann highlighted the recent program accomplishments for the CRA and reviewed the FY2021 program goals for the Downtown and South Beach Redevelopment Districts.

Planning & Development Department
Mr. Mann stated the Operating Costs increased by 56% due to the Council approved addition of professional services for short-term vacation rental compliance and commercial building inspection services.

Mr. Mann highlighted the Planning and Development Division's recent accomplishments, the division's goals for FY2021, and the performance measures for the division.

Mr. Mann stated Host Compliance was bought out by Granicus. The renewal contract for Host Compliance was increased by an additional $8,000. The new contract is being reviewed.

Mr. Mann reviewed the Building Inspection and Code Enforcement division's organization and stated two Permit Specialist positions had been shifted to different divisions but no additional staff had been hired.

Mr. Mann stated the Building Division issued 3,358 construction-related permits and approved construction with a total valuation of $152,044,531. Construction activity generated approximately $968,000 in permit fees.

Mr. Mann stated Code Enforcement processed 287 code cases in FY2019, compared to 772 cases in the previous Fiscal year due to voluntary compliance.

Mr. Mann reviewed the Performance Measures for the Building Inspection and Code Enforcement divisions.

The Workshop adjourned at 6:27 P.M.

Submitted by: Jodilynn Byrd
Administration Assistant

Approved:

_____

William C. Latham, Mayor

Date: _____

City of Jacksonville Beach
Minutes of City Council
FY2021 - Budget Workshop
Tuesday, August 11, 2019 – 5:00 P.M.
Via Video Conference

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:04 P.M.

The following City Council Members were in attendance:

Mayor:	William C. Latham (absent)		
Council Members:	Keith Doherty (absent)	Georgette Dumont	Christine Hoffman
	Sandy Golding	Cory Nichols (absent)	Phil Vogelsang (absent)

Also present were Director of Beaches Energy Services Allen Putnam, Budget Officer A.J. Souto, Director of Parks and Recreation Jason Phitides, Golf Course Superintendent Trevor Hughes, and Golf Facility Manager Bruce Mohler.

Beaches Energy Services

Director of Beaches Energy Service (BES) Allen Putnam reviewed the organization and staffing of each Division with Beaches Energy.

Mr. Putnam spoke about the completed negotiations with TECO Partners to modify the existing contract that would allow flexibility to develop a new business model resulting in reduced costs for customers. The natural gas purchase piece should result in a savings of approximately $300,000.

Mr. Putnam highlighted the following areas:

- System reliability
- Customer Service
- Customer growth trends
- Rate comparison
- Energy efficiency and conservation
- Goals for FY2021
- Performance measures
- Budget issues

Budget Officer A.J. Souto highlighted the Utility Bill Assistance Program Funding [on file] used for the City's Customer Assistance Relief Emergency (CARE) program, in conjunction with Beaches Emergency Assistance Ministry (BEAM) to Beaches Energy customers with utility bill payments. Mr. Souto stated with a consensus from staff, BES was requesting guidance from Council regarding doubling the amount of assistance offered ($60,000 to $120,000) annually. The Council in attendance supported the increase.

Mr. Putnam stated the City is continuously pushing for change at the Florida Municipal Power Agency (FMPA) to update the strategic plan to focus on the following priorities:

- Paying off all of the All-Requirements Project debt in 20 years or less

- Replacing the all-requirements model with a project-based model to build and operate generation facilities
- Preparing the FMPA for the future by limiting the amount of new power generation built and relying on distributed generation resources.

Mr. Putnam reviewed Regulatory Issues stating BES continues to go through dramatic regulatory changes.

Mr. Putnam stated natural gas service began in June 2010, and customers would continue to be connected as the system expands.

Parks and Recreation

Director of Parks and Recreation Jason Phitides reviewed the Parks and Recreation Department mission statement and the organization of the Department. Mr. Phitides stated there are 11 Divisions within the Department of Parks and Recreation.

Recreation Administration Division

Mr. Phitides stated the Administration Division is responsible for fiscal and personnel management, clerical support services, and staff support of all recreation activities throughout the City. The staff manages all active adult sports and coordinates youth sports. The athletic programs throughout the City are extremely popular and have participants from multiple counties.

Mr. Phitides reviewed the Administration's goals for FY2021, highlighting the possibility of adding additional sports programs such as lacrosse, indoor basketball, and pickleball. Mr. Phitides stated one of the ball fields at the Carver Center may be converted into an all-purpose field.

Ocean Rescue Division

Mr. Phitides stated the Volunteer Lifesaving Corp. helps with recruiting and training the Lifeguards as well as covers the patrolling of the beach every Sunday.

Ground Maintenance Division

Mr. Phitides stated the Grounds Division (with the exception of the Golf Course) utilizes approximately 40% of the Department's budget and maintains 59 properties throughout the City.

Mr. Phitides stated a new pesticide program had been implemented throughout the City, which should assist with the aesthetics of the treated locations. The work of a new Irrigation Specialist would coincide with the pesticide program to assist with the maintaining of the sites.

Tennis Center Division

Mr. Phitides stated two part-time Tennis Court Attendant positions (budgeted at 780 hours each) were converted to four part-time Tennis Court Attendants (budgeted at 390 hours each). This change did not change the budget as it is the same number of hours. Mr. Phitides stated the goal of the Tennis Center is to become self-sustaining. The addition of the eighth court should help reach this goal. Mr. Phitides stated a budgeted Point of Sale system would assist with collecting fees.

Carver Center

Mr. Phitides stated the Carver Center offers services to all ages throughout the day. New activities are continuously added. An additional Assistant has been added and helps with administering the programs.

Mr. Phitides stated the Community Development Block Grant partially funds the Carver Center. The grant pays for approximately 55% of the Carver Center's budget. The General Fund would make up any funding shortfalls.

Oceanfront Facilities Division

Mr. Phitides stated $60,000 had been budgeted for the upcoming year to renovate the restroom, including one changing table.

Community Center and Exhibition Hall

Mr. Phitides stated a previous contract for facility set-up was eliminated, and set-up is now completed by City staff. Eliminating this contract saves approximately 30% of the budget.

Special Events

Mr. Phitides stated there had not been any significant issues with the amended (2017) Special Events policy. A good after-action process with Public Works, Police, and Jacksonville Fire and Rescue Department (JFRD), allowing all involved departments to discuss and assess the events.

Mr. Phitides stated the City would continue to seek possible sponsors for the Jazz Concerts (2) to assist with offsetting the costs of the event.

Mr. Staffopoulos stated a proposed copy of the new co-sponsored special events policy is under review.

Golf Course

Golf Course Facility Manager Bruce Mohler reviewed the increase in staff as follows:

- Converting one full-time Golf Shop Attendant position to two part-time positions; one part-time golf Shop Attendant and one part-time Cart/Range Attendant
- Adding two part-time seasonal maintenance workers from March through September working 20 hours each per week

Mr. Mohler stated approximately 52,000 rounds of golf were completed last fiscal year. The course is on target to have 65,000 rounds completed for FY2021. Mr. Mohler stated the driving range shade cover had been installed, and the new restaurant is open.

Mr. Mohler reviewed the play statistics of the course for FY2020, Goals for FY2021, and the Financial summary.

Golf Course Superintendent Trevor Hughes stated the recent renovation to the golf course covered a small part of the golf course (three acres) only including the greens. Mr. Hughes stated the remaining sections of the golf course (fairways, tees, irrigation, and drainage) were built in 1984, and the additional staff is required to maintain the course.

The Workshop adjourned at 6:30 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

_____
William C. Latham, Mayor

Date: _____

Minutes of City Council Briefing
Monday, August 17, 2020 – 5:30 P.M.
Via Video Conference

JACKSONVILLE BEACH

The Council Briefing began at 5:30 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: William C. Latham

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

Also present was City Manager Mike Staffopoulos.

Purpose of Briefing

The purpose of the Briefing was to update the Council Members about ongoing items in the City. Mr. Staffopoulos stated due to limited time, the discussion may not include all the items on the Briefing Notice. Any items not discussed would be included in the next scheduled Council Briefing.

City Manager

Public Works Roadway Condition Strategy

Bruce Myhre and Mark Nelson, with Jones Edmunds, reviewed the Pavement Management Program [on file] suggestions for the City of Jacksonville Beach. Director of Public Works Dennis Barron and Project Engineer Kayle Moore reiterated the suggested program by Jones Edmunds would be focused on a proactive roadway maintenance approach.

Conversation ensued regarding not using only computer software generated data to evaluate roads, but also include physical inspections.

Ordinance 2020-8147, Chapter 19, Public Nuisance Abatement

City Attorney Chris Ambrosio presented an overview of the recommended and proposed amendments to Ordinance No. 2020-8147, Chapter 19, Public Nuisance Abatement.

Mr. Ambrosio stated the current ordinance is outdated, no longer fits the City's needs, and lacks elements on control and abatement for Code Enforcement.

A possible abatement lien reduction policy would be considered for the City and would be reviewed at a later date if needed.

Mr. Ambrosio stated the recommended amendments to Ord. No. 2020-8147 would be presented for First Reading at the August 17, 2020, Council Meeting

Discussion on Resuming In-Person Meetings in October

City Manager Mike Staffopoulos stated Council meetings, special meetings, and briefings for September would continue to be held virtually due to CMT (Communications Media Technology).

Mr. Staffopoulos stated, if the CMT expires for October, he would like a consensus from the Council regarding how to proceed with in-person meetings.

Conversation ensued regarding different options, but the consensus of Council was as follows:

- Consensus to hold Meetings on 1st and 3rd Mondays in-person, with Briefings on 2nd and 4th Mondays virtually
- Meetings could start at 6:00 P.M.; Briefings could continue at 5:30 P.M.
- Council requested we explore moving all Council Members to the floor rather than split between the dais and the floor
- There were no comments on the proposals for public seating in the Chambers or use of online and other means of public input (no phone calls)

The Briefing adjourned at 6:40 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

_____
William C. Latham, MAYOR

Date: _____

Minutes of Regular City Council Meeting
held Monday, August 17, 2020, at 7:00 P.M.
via Video Conference
Jacksonville Beach, Florida

JACKSONVILLE BEACH

STATEMENT OF THE MAYOR:

Mayor Charlie Latham made the following statement:
"Governor DeSantis' Executive Order No. 20-193, extended the Governor's authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location and to hold meetings using communications media technology (CMT).

On April 6, 2020, the City of Jacksonville Beach Council approved at their public meeting the use of CMT and alternative start times to conduct their Council meetings and briefings.

Accordingly, this City Council meeting is being held in a modified manner using CMT. The Council, staff and the public are not physically present in City Hall tonight.

In a moment, the City Attorney will explain the CMT procedures and adaptations for public attendance and public comment that have been put in place.

The City Council members and City personnel are appearing through CMT."

OPENING CEREMONIES:

Council Member Vogelsang provided the Invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:00 P.M.

Mayor Latham invited City Attorney Chris Ambrosio to state the CMT procedures and adaptations being utilized for this meeting.

Mr. Ambrosio explained the CMT instructions and opportunities for the public to attend and participate were published on various platforms in a public notice [*on file*] and went over the options.

ROLL CALL:

Mayor: William C. Latham

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

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

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

- Budget Showcase held on July 31, 2020
- Budget Workshop held on August 3, 2020
- Council Briefing held on August 3, 2020
- Regular Council Meeting held on August 3, 2020
- Budget Workshop held on August 4, 2020

City Clerk Laurie Scott noted there were a couple of scrivener's errors on the August 3, 2020, Budget Workshop minutes that were corrected.

ANNOUNCEMENTS:
Council Member Golding announced she had applied to be on the Florida League of Cities Municipal Administration Policy Committee so the City could have a voice on the work the Florida League of Cities does on that Committee. The Committee works on the vacation rental issue and several other preemption issues.

Ms. Golding also announced the City of Jacksonville Finance Committee would meet on August 19, 2020, to go over the CIP (Capital Improvement Program) Budget, which had the $500,000 for Penman Road. Ms. Golding added that she, as well as Neptune Beach Vice Mayor Fred Jones, sent an email to the Finance Committee members thanking them for the support.

Ms. Golding mentioned Beaches Watch would host "A Conversation with Our Beaches Black Youth" on September 2, 2020 (virtually), to hear from them about their experiences growing up at the beaches. She said with the national discussion regarding diversity, inclusion, and equity, it would be good to hear from the local beach youth and learn from them.

Finally, Ms. Golding thanked JTC Running for the drinking fountains that were donated, which are located at the SeaWalk Pavilion and Oceanfront Park.

Council Member Hoffman announced the Beaches Museum Annual Gala, "2020 Beach Legends – A Virtual Event," would be held on September 18, 2020. Honorees include Ed Malin, Jackie Rooney, and the Dickinson family. Also, in honor of the 100th anniversary of the passing of the 19th Amendment, a history exhibit called "Breaking Ground: Beyond Bathing Beauties" would be put up in October.

Council Member Dumont asked everyone to fill out their 2020 Census.

COURTESY OF THE FLOOR TO VISITORS:
Mayor Latham extended Courtesy of the Floor to visitors.

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about property appraisal information and budget issues from the City FY21 Budget related to the two redevelopment districts, referencing submitted slides [on file].

CITY CLERK: *No items*

MAYOR AND CITY COUNCIL:

Item #20-153 – Proclamation – Florida Lineworker Appreciation Day
The City Clerk read the proclamation.

Mayor Latham expressed his thanks to the Lineworkers for the hard work they do. Director of Beaches Energy Allen Putnam stated he would make sure the sentiment was passed along to the employees.

Item #20-154 – Proclamation – 19th Amendment – 100th Anniversary of Women's Right to Vote
The City Clerk read the proclamation.

Mayor Latham marked the significance of the anniversary.

CITY MANAGER:
Item #20-155 – Accept/Reject the Financial Reports for the Month of July 2020

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to accept the financial reports for the month of July 2020, as submitted by the Chief Financial Officer.

Discussion:
There was no Council discussion.

Voice Vote: The motion passed unanimously.

Item #20-156 – Approve/Disapprove Construction Services in the Amount of $36,790.00 to Allow Flo Power LLC to Complete Work Associated with Sampson 230kV Breakers 8W40 & 8W71 Via ITB FMPA 2019-034

Mr. Staffopoulos explained this item is requesting some additional construction services for replacement breakers at Sampson Substation. Director of Beaches Energy Services Allen Putnam went over the history of the issues with the breakers. This work was originally budgeted in 2017.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to approve construction services in the amount of $36,790 to allow Flo Power LLC to complete work associated with Sampson 230kV breakers 8w40 & 8W71 via Invitation to Bid FMPA 2019-034.

Discussion:
There was no Council discussion.

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

Item #20-157 – Approve/Disapprove Additional Funding from the Water and Sewer Utility Fund Operating Reserves to Complete the FY 2020 Sewer Line Rehabilitation Project

Mr. Staffopoulos explained this item is seeking to use reserve funding to support the annual Sewer Line Rehabilitation Program. Director of Public Works Dennis Barron explained this is for the Pine Grove Sewer Lining Project.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to approve additional funding from the Water and Sewer Utility Fund operating reserves to complete the FY 2020 Sewer Line Rehabilitation Project, as described in the memorandum from the Public Works Director dated August 5, 2020.

Discussion:
There was no Council discussion.

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

Item #20-158 – Award/Reject Proposal Number 04-1920, Debris Monitoring Services, to Debris Tech, LLC for a Five (5) Year Contractual Agreement

Mr. Staffopoulos explained this item is seeking to award an RFP for debris monitoring services. This would put a new five-year contract in place. Mr. Barron stated this is our current debris monitoring contract, and the City has a very good relationship with them. Mayor Latham concurred the contractor had done a very good job.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to award Proposal Number 04-1920, Debris Monitoring Services, to the highest-ranked respondent, Debris Tech, LLC, for a five (5) year contractual agreement.

Discussion:
There was no Council discussion.

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

RESOLUTIONS:
Item #20-159 – RESOLUTION NO. 2059-2020

Mayor Latham requested the City Clerk read Resolution No. 2059-2020 by title only, whereupon Ms. Scott read the following:

> **"A RESOLUTION APPROVING TWO PERPETUAL EASEMENTS BETWEEN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR USE OF THE CITY RIGHT-OF-WAY TO FACILITATE AN FDOT PEDESTRIAN SAFETY IMPROVEMENT PROJECT ALONG STATE ROAD A1A AT 15TH AVENUE NORTH; PROVIDING FOR LEGISLATIVE FINDINGS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE."**

Motion: It was moved by Mr. Vogelsang and seconded by Ms. Golding to authorize the Mayor of the City of Jacksonville Beach to execute Resolution No. 2059-2020 and the Perpetual Easement (Parcels 800 and 801) documents having identification numbers of Section No. 72100, F.P. No 4411941.

Mr. Staffopoulos explained the Florida Department of Transportation is moving forward with their final design plans of two new pedestrian crossings on A1A (3rd Street) north of Beach Boulevard. They are proposing two crossings, one at 2nd North, and the other at 15th North. In order to proceed

with the crossing at 15th North, they need access to property under the control of the City of Jacksonville Beach in order to install their equipment to match their standards for safety. The City does not have a problem with the issuance of these perpetual easements.

Mayor Latham stated it had been a long time since the City had requested these crossings. He believed it was during his first year as mayor.

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

Item #20-160 – RESOLUTION NO. 2060-2020

Mayor Latham requested the City Clerk read Resolution No. 2060-2020 by title only, whereupon Ms. Scott read the following:

> **"A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY FOR THE CITY COUNCIL TO REVIEW AND APPROVE REQUESTS FOR HONORARY STREET NAME DESIGNATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY AND AN EFFECTIVE DATE."**

Mr. Staffopoulos explained this resolution would put a new policy in place, creating an honorary street naming program in the City of Jacksonville Beach.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Resolution No. 2060-2020, establishing an honorary street name designation policy for the City of Jacksonville Beach, Florida.

Ms. Golding stated she wanted to propose adding a couple of things. She referenced a list of questions she submitted to the Director of Parks and Recreation, Jason Phitides. She found other cities included the word "Honorary" on the installed sign above the name of the person being honored, and it wouldn't cost any more to add the word to the sign. Ms. Golding also said the contributions did not have to be financial in nature and thought it would be good to add that under the provisions in A.1. in the definition of *Honoree.*

Amended Motion: It was moved by Ms. Golding and seconded by Mr. Vogelsang to include "Honorary" above the name of the honoree on the sign, and add "said contributions do not have to be financial in nature" to Provision A.1.

Voice Vote: The motion to amend Resolution No. 2060-2020 passed unanimously.

Vote on the original motion (as amended):
Roll Call Vote: Ayes – Dumont, Golding, Hoffman, Vogelsang, Mayor Latham
The motion passed unanimously.

Item #20-161 – RESOLUTION NO. 2061-2020

Mayor Latham requested the City Clerk read Resolution No. 2061-2020 by title only, whereupon Ms. Scott read the following:

> **"A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING A POLICY FOR CITY COUNCIL TO REVIEW AND APPROVE REQUESTS FOR NAMING AND RENAMING CITY BUILDINGS AND FACILITIES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE."**

Mr. Staffopoulos explained this resolution is a new policy that would allow for the renaming of City buildings and facilities, such as parks.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Resolution No. 2061-2020, establishing a building and facility naming and renaming policy for the City of Jacksonville Beach, Florida.

Amended Motion: It was moved by Ms. Golding and seconded by Mr. Vogelsang to add clarification in section D.1. that asks for clear evidence that the Honoree has made a significant and lasting contribution by referencing the criteria in section B.1.c.

Voice Vote: The motion to amend Resolution No. 2061-2020 passed unanimously.

Vote on the original motion (as amended):
Roll Call Vote: Ayes – Golding, Hoffman, Vogelsang, Dumont, Mayor Latham
The motion passed unanimously.

<u>ORDINANCES</u>:
Item #20-162 – ORDINANCE NO. 2020-8146 (Second Reading)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8146 by title only, whereupon Ms. Scott read the following:

> **"AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 2019-8121, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY."**

Mr. Staffopoulos explained this was the second reading for the expansion of Pablo Hamlet. He said it was originally planned to be two additional buildings, but the plan was changed to reduce the density down to one building.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8146, amending PUD Rezoning Ordinance No. 2019-8121, governing the property located at 1600 Shetter Avenue, by providing a new project narrative and site plan. (Pablo Hamlet Senior Living)

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

Item #20-163 – ORDINANCE NO. 2020-8147 (First Reading)(Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8147 by title only, whereupon Ms. Scott read the following:

> **"AN ORDINANCE TO AMEND AND REVISE CHAPTER 19 – NUISANCES OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, TO REFLECT BEST PRACTICES, REGULATIONS, STANDARDS, AND PROCEDURES FOR CODE ENFORCEMENT OF PUBLIC NUISANCE ABATEMENT; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE."**

Mayor Latham read the following:
"This ordinance is before the Council for a public hearing and consideration on its first reading."

Public Hearing:
No one had registered to speak on this item, and no public comments were submitted.

Mayor Latham closed the public hearing.

Mr. Ambrosio noted a correction would be made to Ordinance No. 2020-8147 that would be incorporated into the motion. The change is to Section 19-7(7), to add "Florida Department of Financial Services prevailing legal rate." The draft ordinance included in the agenda package only had the wording "legal rate." Mayor Latham stated the change would be considered a scriveners error.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8147 to revise, amend, and add new sections to City Code of Ordinances Chapter 19 – Public Nuisance Abatement.

Mr. Vogelsang noted for the benefit of those who had not attended (virtually) the Council Briefing held before this Council meeting, this would create a policy with regard to waiver of liens, and a City process for that.

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

Item #20-164 – ORDINANCE NO. 2020-8148 (First Reading)(Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2020-8148 by title only, whereupon Ms. Scott read the following:

> **"AN ORDINANCE TO CREATE CHAPTER 20 "PARKS, RECREATION, AND BEACH," AND ASSOCIATED SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO PROVIDE UNIFORM AND PARK SPECIFIC CODIFIED LOCAL LAWS, RULES, AND REGULATIONS AND SPECIFIED AUTHORITY AND ENFORCEMENT ACTIONS CONCERNING THE CITY'S PARKS, PARK PROPERTIES, AND BEACH, PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATIONS, AND AN EFFECTIVE DATE."**

Mayor Latham read the following:
"This ordinance is before the Council for a public hearing and consideration on its first reading."

Public Hearing:
Mr. Ambrosio explained this ordinance would create a Chapter 20, which is going to be for Parks, Recreation, and Beach. It is essentially a new chapter, as the existing Chapter 20 had no body or substance. The chapter would provide regulations, rules, and laws for specific parks, and generally across all parks and recreation areas, as well as the beaches.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8148, creating a new City Code of Ordinances Chapter 20 – Parks, Recreation, and Beach.

No one had registered to speak on this item, and no public comments were submitted.

Mayor Latham closed the public hearing.

Discussion:
Ms. Golding referenced questions she sent to Mr. Phitides (on 8/17/2020) to request a correction to Section 20-16.(5)d.

Amended Motion: It was moved by Ms. Golding and seconded by Mr. Vogelsang to modify Section 20-16(5)d. to read, "Courts will be assigned by HTC staff."

Voice Vote: The motion to amend Ordinance No. 2020-8148 passed unanimously.

Discussion continued with Mr. Ambrosio adding there had been problems with coals and wood from fires not been removed or not fully extinguished on the beach. The Fire Marshal and Lifeguards have had safety concerns.

Vote on the original motion (as amended):
Roll Call Vote: Ayes – Dumont, Golding, Hoffman, Vogelsang, Mayor Latham
The motion passed unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:05 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

_____
William C. Latham, MAYOR

Date: _____

LS: sg

JACKSONVILLE BEACH

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268

www.jacksonvillebeach.org

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor and City Council

FROM: Michael Staffopoulos, City Manager

SUBJECT: Florida League of Cities Legislative Policy Committee Attendance

DATE: August 25, 2020

BACKGROUND

Each year, municipal officials (both elected and appointed) from across the state volunteer to serve on one of the Florida League of Cities (FLC) five Legislative policy committees. Appointments are typically a one-year commitment and involve developing the FLC's Legislative Action Agenda detailing priority issues that are most likely to affect daily municipal governance and local decision making during the upcoming legislative session. Policy committee members also help FLC staff understand the real-world implications of proposed legislation and are asked to serve as advocates throughout the legislative process.

Policy committees supporting the FLC include:

- Finance, Taxation & Personnel
- Land Use & Economic Development
- Municipal Administration
- Transportation & Intergovernmental Relations
- Utilities, Natural Resources & Public Works

This year's meetings are scheduled as follows:

- September 18, 2020, from 10:00 am to 3:00 pm (virtual Zoom meeting)
- October 23, 2020, from 10:00 am to 3:00 pm in Orlando (or via Zoom)
- November 12, 2020 from 10:00 am to 12:00 pm during the FLC Legislative Conference (or via Zoom)

Councilor Golding has signed up for the Municipal Administration Legislative policy committee. As such, she may be required to attend the second and third meetings of the committee (in October and November) in person. Further, she has requested to attend the FLC Legislative Conference, scheduled for November 12-13, of which the third policy committee meeting would be a part of if held in person. There are sufficient funds in the legislative travel and training budget to support her participation on the committee and her attendance at the respective meetings in Orlando and the conference.

REQUESTED ACTION

Authorize Councilor Golding to participate in the FLC Municipal Administration Legislative policy committee meetings, and to attend the FLC Legislative conference November 12-13, 2020 on behalf of the City.

JACKSONVILLE BEACH

City of
Jacksonville Beach
Operations &
Maintenance Facility
Department of Public
Works
1460-A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6219
Fax: 904.247.6117

www.jacksonvillebeach.org

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Dennis W. Barron, Jr., Director of Public Works

SUBJECT: Bid No. 1920-07, Lift Station No. 2 Replacement

DATE: August 27, 2020

BACKGROUND

Lift Station No. 2, located at 4th Street North and 6th Avenue North is one of the oldest of the City's Master lift stations and is in need of replacement. It was originally constructed around 1946 and has undergone several upgrades since that time. This project involves new construction of: concrete wetwell with Spectrashield coating, submersible pumps and motors, piping, valves, fittings, by-pass pumping, generator with enclosure, electrical, SCADA instrumentation, 433 L.F. of 16-inch sewer force main, manifold connection with Lift Station No. 10 to eliminate re-pumping, 733 L.F. of 6-inch PVC water main on Palm Tree Road from 2nd Avenue North to 4th Avenue North, asphalt pavement removal and replacement and other sitework items.

The City advertised the project to fifteen (15) contractors on July 1, 2020, and five (5) contractors submitted bids electronically for the project. The bids were evaluated for conformance with the criteria set forth in the bidding documents. The corrected Total Base Bid prices from the five (5) contractors ranged from $1,888,652 to $2,797,397. The engineer's Opinion of Cost for this project was $1,512,128. Intercounty Engineering, Inc. was the lowest responsive, responsible bidder in the amount of $1,888,652.

Unit Price Bid No: 1920-07 Lift Station No.2 Replacement		
DESCRIPTION	**COST**	**RECOMMENDATION**
LS-2 Unit Price Bid	$1,888,652.00	• Award to Intercounty Engineering, Inc., (the lowest qualified bidder)
10% Contingency	$188,865.20	
Construction Total:	$2,077,517.20	
Construction Administration (C&A) Services	$59,506.00	• Authorize C&A Services with Jones Edmunds (the project's design firm)
10% Contingency	$5,950.60	
C&A Services Total:	$65,456.60	
GRAND TOTAL:	**$ 2,142,973.80**	

The design consultant's Recommendation of Award letter, Construction Administration fee, and Bid Tabulation Form are attached.

Several factors, including additional site improvements, current industry-wide construction and materials cost escalations and the COVID-19 pandemic has resulted in the increased construction cost of the project. Funding is available in the Water and Sewer Utility Fund operating reserves. The budget will be amended as part of the FY2020 year-end budget adjustment and the funds will be spent from the following account: 420-07-0706-535-63-563000 VREH02

REQUESTED ACTION

Award/Reject Bid No. 1920-07, Lift Station No. 2 Replacement to Intercounty Engineering, Inc. for construction services, and authorize construction administration services with the project design firm, Jones Edmunds as described in the memorandum from the Public Works City Engineer dated August 27, 2020.

JonesEdmunds
Integrity • Knowledge • Service

August 24,2020

Martin Martirone, P.E.
City Engineer
City of Jacksonville Beach
Department of Public Works
1460A Shetter Avenue
Jacksonville Beach, Florida 32250p

RE:

Lift Station No. 2 Replacement
Jacksonville Beach City Bid No. 1920-07
Jones Edmunds Project No.: 09803-036-01
Recommendation of Award
Bid Review and Evaluation of Findings
Jacksonville Beach, Florida

Dear Mr. Martirone:

This letter summarizes the construction contract bids received for the Lift Station No. 2 Project. The City of Jacksonville Beach received bids for the project on August 12, 2020, at 2:00 pm.

Bid Summary

The Invitation to Bid was emailed by the City to fifteen (15) contractors on July 1, 2020, and five (5) contractors submitted bids for the project. The bids were evaluated for conformance with the criteria set forth in the bidding documents. The total corrected Base Bids from the Five contractors ranged from $1,888,652.00 to $2,797,397.39, and the total for Alternate No. 1 ranged from $1,915,652.00 to $2,807,397.39.

Intercounty Engineering, Inc. submitted the lowest responsive and complete bid. However, Jones Edmunds found a discrepancy with Intercounty Engineering, Inc.'s submitted bid amount which increased their original amount from $1,857,721.00 to the corrected amount of 1,888,652.00.

Bid Checks

We reviewed the submitted bid package provided by Intercounty Engineering, Inc., and find the bid responsive. All items were acknowledged on the Bid Form and a formal letter stating Intercounty Engineering plans to comply with the self-performance requirement has been received (attached). A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida.

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

We conducted a D&B report review on Intercounty Engineering, Inc. This report showed the Contractor as moderate-high risk for late payments. Jones Edmunds recommends that the City of Jacksonville Beach requests partial lien releases with each pay application to ensure that suppliers and subcontractors are being paid promptly.

Recommendation of the Low Bidder

Although the final determination regarding which contractor will be awarded this project will be made by the City, Jones Edmunds believes their bid to be responsive and, based on the findings above, does not take exception to awarding the project to the lowest responsive bidder, Intercounty Engineering, Inc., for the Total Base Bid Price of $1,888,652.00

We also recommend that the City set aside a contingency fund in an amount of ten percent 10% of the total bid price to allow for any unknown conditions that may be encountered during construction.

Comparison of Bid Costs to Preliminary Opinion of Construction Costs

We reviewed the cost differences between each of the bids received on August 12, 2020 and the last Preliminary Opinion of Construction Cost (POC) we prepared on June 26, 2020.

As expected, the largest dollar value in the bids was associated with Lump Sum Bid Item 1. The percentages of Lump Sum Bid Item 1 compared to the overall bid amounts range from 74% to 91% of the total base bid price.

The average bid price from the five bidders for Item 1 was $1,853,040.00. The low bidder's price for this item was $1,553,000.00. The OPC from June 26, 2020 approximated the cost for Item 1 as $1,223,347.00 (including other lump sum items, i.e. general conditions, MOT, etc.), which is approximately 79% of the apparent low bidder price.

One of the benefits of having a single large lump sum item is that it makes the bids easier to evaluate. However, not having a more detailed breakdown makes it difficult to ascertain the source of the difference between the OPC and the bids received. We believe the main factors in the differences between the OPC and bids received are as follows:

1. The Lump Sum Base Bid Item 1 included numerous items including: new precast concrete wetwell with Spectrashield coating, submersible pumps/motors, piping, valves, fittings, generator and enclosure, electrical, instrumentation, rehabilitation of existing pump station and generator buildings, fencing, irrigation system, demolition, sitework and other related items. Demolition involved removal of the existing concrete floor and pump station equipment, cleaning, preparation of the wet/dry well spaces, filling of the wet/dry well space, installation of a new concrete floor,

and removal of electrical and mechanical components inside the building. The OPC from June 26 estimated the cost for this demolition as $110,000.00. However, due to the wide range of means and methods that could be employed to accomplish this work, we believe this portion of Bid Item 1 is likely to be considerably higher than was estimated in the June 26 POC.

2. We belief the impacts of the COVID-19 pandemic are beginning to affect how contractors bid, plan, and construct projects. Our construction group has encountered numerous field crews on current construction projects that are having to deal with COVID-19 infections and the loss of productivity (employees being quarantined). With the duration of the pandemic and advent of a vaccine still in question, it would be difficult to quantify this impact on bid pricing, but we believe it could be a considerable amount of the overall bid price, as the contractors attempt to cover the cost of finding additional field crews to maintain construction schedules and meet contract deadlines.

3. Concerning the differences between the OPC and the bidder's unit prices, again we have seen the COVID-19 pandemic apparently impacting the supply chain for various construction materials, specifically plastic pipe. An example of this is the bidder price submitted for the 24-inch SDR26/PS 115 PVC pipe, item # 28. The OPC had a price of $200 per linear foot. However, the average bid price for this item was $540 per linear foot. Bids on this item ranged from a low of $115 to a high of $1,500 per linear foot, with one bidder submitting $212 per linear foot (the apparent low bidder). This wide range of variability in the bid prices of a single item could be from the contractors perceptions of the degree of difficulty in the installation, potential profit, and/or having to cover for the potential loss of productivity due to COVID-19. We believe the amount of labor required to install unit price items, along with the contractor's requirement to maintain his labor force and install these items during a pandemic, could result in the higher unit pricing as seen in the Lift Station No. 2 bids.

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 KFraser@JonesEdmunds.com.

Sincerely,

Ken Fraser, PE
Senior Engineer
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256-8634

JonesEdmunds
Integrity • Knowledge • Service

August 24, 2020

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

RE: Proposal for Construction-Administration Services
Lift Station No. 2 Replacement
City Bid No. 1920-07
Jones Edmunds Project No.: 09803-036-01
City of Jacksonville Beach, Florida

Dear Mr. Martirone:

Jones Edmunds is pleased to submit this proposed Scope of Services and estimated fees for providing construction-administration services for the Lift Station No. 2 Replacement Project. We understand that the City will provide the primary construction observation for the project and will approve all pay requests. Our Scope of Services reflects the services requested by City. In addition, we have attached 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 270-calendar-day construction duration.

TASK 1 – PROJECT MANAGEMENT AND CONTRACT DOCUMENT PREPARATION

- Set up and maintain Project Management files to track and document construction progress.
- Review Performance and Payment Bonds for conformance with City requirements and verify the credit rating of the bonding company.
- Prepare Conformed Contract Documents including Contract Specifications and Construction Drawings with Addendum information for the City (3 sets) and Contractor (5 sets).
- Submit final signed and sealed plans and specifications to the City (2 sets).
- Submit final electronic plans and specifications to the City in ACAD and Word formats.

TASK 2 – PRE-CONSTRUCTION CONFERENCE AND SHOP DRAWING REVIEW

- Prepare the agenda, coordinate for and attend the Pre-Construction Conference.

- Review and determine acceptability of the Contractor's shop drawings in accordance with the Contract Documents.
- Design sub-consultants review of shop drawing submittals.

TASK 3 – SITE VISITS, RFIS, CHANGE ORDERS, AND FINAL INSPECTION / CERTIFICATIONS

- Perform up to 30 site visits (approximately weekly), if required based on the construction tasks and progress.
- Respond to Contractor RFIs during construction.
- Review Change Orders using the Contract Documents and data supplied by the City and the Contractor.
- Design sub-consultants fees to perform site visits, RFIs, change orders and final inspection/certifications.
- Prepare and review closeout documents in accordance with the Contract Documents.
- Review the Contractor-provided Record Drawings and submit comments to the City.
- Perform final inspection and certifications for the project.

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 $59,506.00.

We appreciate this opportunity to continue to provide services to the City of Jacksonville Beach. 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 KFraser@jonesedmunds.com.

Sincerely,

Ken Fraser, PE
Project Manager/Senior Engineer
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256-8634
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Lift Station No. 2 Replacement

CITY OF JACKSONVILLE BEACH

Professional Services During Construction Cost Estimate

	RFQ 07-1516 Rates	$ 233.00	$ 173.00	$ 166.00	$ 116.00	$ 93.00				
	RFP 07-1516 Associate Classification	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	4	36	8		8	56	$ 9,232.00	$ 250.00	$ 9,482.00
2	PRE-CONSTRUCTION CONFERENCE AND SHOP DRAWING REVIEW	24	24	40		24	112	$ 18,616.00	$ 300.00	$ 18,916.00
3	SITE VISITS, RFIS, CHANGE ORDERS, AND FINAL INSPECTION / CERTIFICATIONS	24	16	120	16	4	180	$ 30,508.00	$ 600.00	$ 31,108.00
	TOTAL	52	76	168	16	36	348	$ 58,356.00	$ 1,150.00	$ 59,506.00

City of Jacksonville Beach Bid Tabulation Form Bid Number 1920-07, "Lift Station No. 2 Replacement"					
Bid Date:	**August 12, 2020**				
	BIDDERS				
	Vendor A	***Vendor B***	***Vendor C***	***Vendor D***	***Vendor E***
Base Bid	$1,888,652.00*	$2,071,690.00	$2,154,056.63	$2,403,112.00	$2,797,397.39
Alternate 1	$1,915,652.00*	$2,111,690.00	$2,079,056.63	$2,393,112.00	$2,807,397.39
*Corrected Bid					
Invitations Issued: 15			Plan Holders: N/A		Bid Responses:5

BIDDERS	
A	**Intercounty Engineering, Inc., lowest responsive bidder**
B	Petticoat-Schmitt Civil Construction, Inc.
C	G&H Underground Construction
D	Sawcross, Inc.
E	PBM Construction, Inc.

JACKSONVILLE BEACH

City of
Jacksonville Beach
Operations &
Maintenance Facility
Department of Public
Works
1460-A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6219
Fax: 904.247.6117

www.jacksonvillebeach.org

MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Dennis Barron, Jr., Director of Public Works

SUBJECT: RFP No. 06 -1920, Graffiti Abatement - Continuous Services for 36 Months

DATE: August 10, 2020

BACKGROUND

The City has an ongoing program for removal of undesired applications of various compositions on various surfaces throughout the City on public property and City rights-of-ways.

This RFP was to identify and select a qualified firm that has the capability and professional experience necessary for graffiti abatement services and other similar type work, as needed, throughout the City for Public Works and other City departments.

Six (6) invitations were issued and two (2) were received by the closing date. Consideration for the award was based on evaluating the submitted Proposals according to four (4) Evaluation Criteria as summarized in the following chart.

VENDOR	EVALUATION CRITERIA				Total	Rank	Hourly Rate
	1	2	3	4			
Biotraits Chemical, Inc.	**23.3**	**23.3**	**25**	**21.6**	**93.33**	***1***	**$95.00**
Krystal Companies dba Krystal Klean	**21.6**	**21.6**	**23.3**	**25**	**91.66**	2	**$65.00**

- **Evaluation Criteria:** 1. Method of Approach (25%), 2. Qualifications and Experience (25%), 3. References (25%), 4. Pricing (25%).
- The Evaluation Committee Collective Score Sheet attached.
- The Notice of Intent for Approval and Award attached.
- The RFP specification states: "The resulting unit price contract for continuous services for three (3) years may be extended for additional terms, from one (1) through two (2) years in length each, for a total contract length not to exceed five (5) years. Extension terms are subject to mutual consent of the CITY and the CONTRACTOR."
- The bid specification includes a section titled Price Adjustment Provision for Unit Prices based on CPI Change that may be applied after the first three (3) years of the contract term. Pricing may be adjusted in the remaining two (2) years based on the Consumer Price Index mutually agreed upon between the City and Contractor.

The committee recommends Biotraits Chemical, Inc. as the primary, which received the highest ranking from the committee due to their substantial references, experience and performance for the City the past eight (8) years (both quality and reliability). The committee also recommends an alternate: Krystal Companies dba Krystal Klean. Having a choice of two (2) qualified Contractors under contract affords the City the flexibility with any scheduling difficulties, urgent circumstances, and/or to negotiate the best possible solution and price for a project in the best interests of the City without sacrificing service quality.

Contract funding is subject to annual appropriations of the various departments utilizing the resulting continuous service contract and to the City's purchasing policy. As an example for 2020, $30,000 is budgeted for graffiti abatement annually in the General Fund Contractual Services Account for the Public Works Streets Division.

REQUESTED ACTION

Award/Reject Proposal Number 06-1920, Graffiti Abatement - Continuous Services for 36 Months to the highest ranked respondent, Biotraits Chemical, Inc. (primary), and Krystal Companies dba Krystal Klean (alternate) and authorize the City Manager to extend the contract from one (1) year through two (2) years length each for a total contract length not to exceed five (5) years.

Criteria 1 - Method of Approach (25 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	25	20	23.33333333
Krystal Companies, LLC dba Krystal Klean	20	20	25	21.66666667

Criteria 2 - Qualification and Experience (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	25	20	23.33333333
Krystal Companies, LLC dba Krystal Klean	25	20	20	21.66666667

Criteria - 3 References (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	25	25	25
Krystal Companies, LLC dba Krystal Klean	20	25	25	23.33333333

Criteria - 4 Price Proposal (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	20	20	21.66666667
Krystal Companies, LLC dba Krystal Klean	25	25	25	25

VENDOR	SCORE	Rank
Biotraits Chemical, Inc.	93.33333333	1
Krystal Companies, LLC dba Krystal Klean	91.66666667	2

City of
Jacksonville Beach
Property and
Procurement Division
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6229
Email: purchasing@jaxbchfl.net
www.jacksonvillebeach.org

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

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

Date: August 5, 2020

From: Luis F. Flores, Property and Procurement Officer

RE: **RFP No. 06-1920 Graffiti Abatement**

Recommendation will be presented to the City Manager for:

RFP Number: 06-1920
Title: Graffiti Abatement

Award to: ***Biotraits Chemical, Inc. (Primary)*** *and* ***Krystal Companies, LLC dba Krystal Klean (Alternate)***

Attached is the Selection Committee Collective Summary.

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 Notice of Intent To Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

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

Criteria 1 - Method of Approach (25 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	25	20	23.33333333
Krystal Companies, LLC dba Krystal Klean	20	20	25	21.66666667

Criteria 2 - Qualification and Experience (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	25	20	23.33333333
Krystal Companies, LLC dba Krystal Klean	25	20	20	21.66666667

Criteria - 3 References (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	25	25	25
Krystal Companies, LLC dba Krystal Klean	20	25	25	23.33333333

Criteria - 4 Price Proposal (25 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Biotraits Chemical, Inc.	25	20	20	21.66666667
Krystal Companies, LLC dba Krystal Klean	25	25	25	25

VENDOR	SCORE	Rank
Biotraits Chemical, Inc.	93.33333333	1
Krystal Companies, LLC dba Krystal Klean	91.66666667	2

City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Purchasing@jaxbchfl.net

REQUEST FOR PROPOSALS (RFP)

RFP Number:	**06-1920**
RFP Title:	**GRAFFITI ABATEMENT FOR THE CITY OF JACKSONVILLE BEACH**

Submittal Deadline	
Day:	Wednesday
Date:	**July 15, 2020**
Time:	**2:00 P.M.**
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFP is as follows:

RFP Advertised	17-June-2020
Deadline to Submit Questions	3-July-2020
Addendum (if necessary) Issued	8-July-2020
Submission Deadline	**15-July-2020**
RFPs Opened	15-July-2020

REQUEST FOR PROPOSALS

Electronic proposals, subject to the terms and conditions specified in this **Request for Proposals (RFP),** will be received until Wednesday, **July 15, 2020 at 2:00 p.m.**, and acknowledged publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250 for furnishing the following:

RFP Number: 06-1920
Graffiti Abatement for the City of Jacksonville Beach

Proposal submission with the company name, RFP number and title in the file name will be sent to:

https://cojbftp2.jaxbchfl.net/public/folder/bI_oZNdIXE_y_IHKgufEow/RFP%2006-1920
Password: 7J(3VgQ%

It is the respondent's responsibility to ensure that all files for the proposal are able to be received by the City. Completed responses to this RFP will **only** be received electronically. The response should include One (1) PDF of the entire proposal with the required signatures. This will serve as the official submitted proposal.

Electronic submissions received after the posted due date and/or time will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, will not be considered.

No verbal interpretations will be made of any proposal documents. Requests for such interpretations shall be made via email to Purchasing@jaxbchfl.net at least seven (7) days prior to the proposal opening date. Interpretation will be in the form of an addendum and issued to all respondents.

RFP opening call – in information:
As authorized by the governors executive order and due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, we are conducting a telephonic RFP opening on Wednesday, July 15, 2020 at 2:00pm.

The Governor's Executive Order Number 20-69, addressing Local Government Public Meetings, states local government bodies may utilize communications media technology (CMT), as provided in section 120.54(5)(b)2., Florida Statutes.

The following CMT telephone options are available to listen to the July 15, 2020 RFP opening.

Dial(for higher quality, dial a number based on your current location):
US: +1(470)8692200 (US East)
+1(623)4049000 (US West)
+1(720)9027700 (US Central)
+1(773)2319226 (US North)
+1(469)4450100 (US South)
Meeting ID: 149 957 1554

CITY OF JACKSONVILLE BEACH,

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

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **RFP 06-1920** are at **Exhibit "A",** which begins on **page 23**.

- Respondent must provide the following, completely filled out, appropriately executed, and timely submitted as the minimal proposal package. These required documents start on **page 16:**

  - **Title Page, Table of Contents and Letter of Transmittal,**
  - **Proposal Tender Form** (2 pages),
  - **Forms 2, 3, 4, 5 and 6** (5 pages), and
  - **Method of Approach, Qualifications and Experience and References**.

The CITY will evaluate submittals based on the criteria set forth in this package. Fees may be requested as part of the package. However, if fees are requested, the CITY reserves the right, at its sole discretion, to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

1.2 TERMS AND CONDITIONS

A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."

B. Time for CITY Acceptance. Respondent shall honor its bid proposal for 90 days from Submission Deadline date.

C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.

D. Extension of Contract. If the CITY should have a need to re-advertise for proposals, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain public safety and health standards.

E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
   1) The Contractor fails to perform the work in a satisfactory manner as determined by the

CITY.

2) The Contractor fails to perform the work in a timely manner as determined by the CITY.
3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal that in its judgment will best serve the interest of the CITY.
2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number. Payments shall be made in conformance with the Florida Prompt Payment Act and after approval by the CITY Finance Department. Payment is contingent upon appropriation of funds by the City Council.

1.3 ADDITIONAL INFORMATION

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

1.4 ADDENDA TO THE RFP

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings

1.5 USE OF PROPOSAL RESPONSE FORMS

All proposals must include the completed ***Proposal Tender Form*** provided in this package, and all questions must be answered. Proposals will not be accepted where the ***Proposal Tender Form*** has been retyped or altered by the respondent. Failure to comply may preclude consideration of the proposal. Supplemental information may be attached to the ***Proposal Tender Form***.

1.6 DEVIATIONS FROM REQUESTED PLAN

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their responses, which complies with the request. Any deviations from the request should be clearly noted. Any deviation or incomplete response or nonresponse may be deemed as a nonconforming, nonresponsive bid.

1.7 CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary as a deviation from the RFP, the submission of respondent's specimen contract with a proposal submittal shall not constitute notice of the respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

1.8 ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting the proposal. Failure to do so will be at the respondent's own risk, and a respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondent.

1.9 LEGAL AND REGULATORY COMPLIANCE

The respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

> **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:**

TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET JACKSONVILLE BEACH, FL 32250

The CONTACTOR shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

1.11 WAIVER/REJECTION OF PROPOSALS

The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposals, or to accept any proposals or portions of proposals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent. The CITY reserves the right to reject all bids and re-advertise a new RFP for this work and project.

1.12 AUTHORIZED OFFER

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

1.13 EVALUATION OF PROPOSALS

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. Fees may be requested as part of the proposal package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

1.14 USE OF PROPOSAL BY OTHER AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

1.15 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16 CONFLICT OF INTEREST CERTIFICATE

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

1.17 DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.18 SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.

B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Owner; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The Owner

reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the Owner that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this agreement.

1.19 INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Defense fees and costs on behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense fees and costs, for all third party claims and actions filed against the City arising from or relating to any scope of work or services performed by the Contractor as described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

C. INSURANCE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000.00 each accident, $100,000.00 each employee and $500,000.00 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors.**

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required.**

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	Aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

Products and Completed Operations are **required for Contractor and all subcontractors.**

Amount:	$1,000,000	aggregate

Business Auto Liability Coverage is **required for Contractor and all subcontractors.**

Business Auto Liability Coverage is to include bodily injury and property damage arising out

of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	$1,000,000	Each Occurrence
		$1,000,000	Aggregate
	Property Damage:	$1,000,000	Each Occurrence
		$1,000,000	Aggregate

Professional Liability **Not Required**

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	$1,000,000	Each Pollution Event Limit
	$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	$1,000,000	Each Occurrence
	$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

D. CERTIFICIATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contact to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

1.20 PERFORMANCE AND PAYMENT BONDS (see specifications for requirements) N/A

A. Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so. **N/A**

B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period. **N/A**

1.21 BANKRUPTCY

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. **(See attached Form 7).**

1.22 NONEXCLUSIVE

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be

construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.23 DRUG FREE WORKPLACE COMPLIANCE FORM

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached Form 4.)**

1.24 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.25 PROTEST

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Proposal Award Notice, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual. Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder/proposer.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.28 FORCE MAJEURE

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.29 RFP AWARD NOTICE FORM

Attached is a RFP Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

1.30 INDEMNIFICATION

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the City as outlined below.

The CONTRACTOR covenants and agrees to indemnify, hold harmless and defend City, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by City, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the CONTRACTOR or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the CONTRACTOR, its Subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the City from any and all increased expenses

resulting from such delay. Should any claims be asserted against the City by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR shall hold the City harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the City's behalf.

The first ten dollars ($10.00) of remuneration paid to the CONTRACTOR is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

1.31 RFP IS NOT A BID

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most responsive, responsible and highly qualified to perform the required services.

FORM 1: PROPOSAL TENDER FORM (Page 1 of 2)

RFP NUMBER: **06-1920**
TITLE: **GRAFFITI ABATEMENT FOR THE CITY OF JACKSONVILLE BEACH**

DATE: _____, 2020

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____

_____

GRAFFITI ABATEMENT UNIT LABOR PRICE PER HOUR: $ _____

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials,(except anti-graffiti coatings, as the City will purchase and provide) all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

ADDITIONAL SERVICES: The CITY may request additional services that shall be similar in nature or related to the RFP for Graffiti Abatement. Previously negotiated unit pricing under this RFP shall be used where possible in determining compensation. Otherwise, a fair negotiated price consistent with the type services requested shall be mutually agreed.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

EMAIL ADDRESS: _____ Tel #: _____

SUBMITTED BY: _____ _____
Printed Name Title

Signature: _____

FORM 1: PROPOSAL TENDER FORM (Page 2 of 2)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities in the proposals, and 2) the CITY may award the RFP to up to three (3) qualified respondents, and 3) the CITY may assign work detail to the selected CONTRACTORS based on each Pay Item or on a combination of Pay Items whichever is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.

Addendum #: ____ **Dated:** _____		**Addendum #:** ____ **Dated:** _____	
Addendum #: ____ **Dated:** _____		**Addendum #:** ____ **Dated:** _____	

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[____]		*TITLE PAGE*
[____]		*TABLE OF CONTENTS*
[____]		*LETTER OF TRANSMITTAL*
[____]	1	*PROPOSAL TENDER FORM* (completed Pages 16 thru 17)
[____]	2	*RFP AWARD NOTICE FORM – Mandatory Cover Sheet* (completed Page 18)
[____]	3	*REQUIRED DISCLOSURE FORM* (completed Page 19)
[____]	4	*DRUG-FREE WORKPLACE COMPLIANCE FORM* (completed Page 20)
[____]	5	*NONCOLLUSION AFFIDAVIT* (completed Page 21)
[____]	6	*NON-BANKRUPTCY AFFIDAVIT* (completed Page 22)
[____]		*LOCAL BUSINESS TAX RECEIPT*
[____]		*METHOD OF APPROACH*
[____]		*QUALIFICATIONS AND EXPERIENCE*
[____]		*REFERENCES*
[____]		*W-9* (attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the *Proposal Tender Form* and/or is required by the RFP and/or Addenda.

By:_____ _____
Signature of Authorized Submitter Title (typed or neatly printed)

SUBMITTED BY: _____ DATE: _____
Typed/Printed Name of Authorized Submitter

FORM 2

RFP AWARD NOTICE FORM

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

Mandatory Cover Sheet

NOTICE: **Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the CITY along with the *Proposal Tender Form* and other required documents.**

1. Company Name: _____
2. Address Name: _____
3. City, State and Zip _____
4. Attention: _____
5. Phone: _____ Fax: _____
6. E-mail address: _____

PLEASE PRINT CLEARLY

****

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

****

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 06-1920 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent or proposer of the RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE FORM

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

_____

_____

_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

_____

Signed: _____ Title: _____

Contractor: _____

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Vendor's Signature

(Word/Drug Free)

FORM 5

NONCOLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the respondent that has submitted the attached Proposal;

2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent, firm, or person to fix the price or prices in the attached Proposal or of any other respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____,

20___, in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.

2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #06-1920**.

3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

_____
Affiant Signature

Sworn to before me this _____ day of _____, 20_____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____as identification.

_____
Signature of Notary

_____ _____
Notary's Printed Name Expiration of Notary's Commission

Affix Seal Here:

EXHIBIT "A"

TECHNICAL SPECIFICATIONS, EVALUATION PROCEDURES AND PROPOSAL REQUIREMENTS

1. DEFINITION

For the purposes of this solicitation, graffiti abatement means the removal of undesired applications of various compositions on various surfaces throughout the City. Surfaces may include, but are not limited to: Aluminum, Brick, Glass, Marble, Masonry, Metal, Pavers, Vinyl or Wood.

2. SCOPE OF WORK

The Contractor shall provide **ALL** labor, equipment, vehicles, tools, services and special skills including but not limited to pressure washer(s), sand and soda blasters, as well as furnishing all transportation, fuel, power, water and essentials necessary for the provision of graffiti removal, applying graffiti coatings, and pressure cleaning maintenance services.

Environmentally safe chemicals, solvents, and materials should be used to remove graffiti. A copy of Material Safety Data Sheets ("MSDS") and sample labels shall be submitted for approval to the City for all products and chemicals prior to use. Contractor shall submit to City a list of required chemicals, anti-graffiti coatings to be used prior to abatement. The City will **ONLY** purchase the required anti-graffiti coatings and provide the same to the Contractor.

Chemical cleaning shall only be used when other methods of removal are not effective and/or recommended. The Contractor will be responsible for any damages that result from improper chemical use or negligent when using chemical removal methods.

Contractor shall exercise care to avoid damages to existing improvements. Existing improvements damaged by the Contractor shall be repaired at the Contractor's sole expense and to the satisfaction of the City.

Power washing may be used to remove graffiti and hard-to clean substances from sidewalks, block walls and/or similar surfaces, and must be approved by City staff. Power washing may only be used in low pedestrian traffic areas and/or at times of low pedestrian volumes unless otherwise approved. Best Management Practices shall be used during pressure washing activities. The Contractor shall capture all water runoff from pressure washing and steam cleaning operations.

Warning signs and protective barriers must be used to warn/shield pedestrians, vehicles, ornamental street furniture, windows, and any other sensitive surfaces from potential overspray. The protective barrier may consist of plastic sheeting and/or painter's cloth. The Contractor will be responsible for any damages that result from improper or negligent power washing methods.

Sand Blasting may be used when power washing is not sufficient in removing graffiti and is approved by City staff. The Contractor will be responsible for any damages that result from

improper or negligent sand blasting methods. Waste water and debris from sand blasting shall not enter the storm drain system and is to be collected, removed from the work site and legally disposed.

Soda Blasting may be used when power washing is not sufficient in removing graffiti and is approved by City staff. The Contractor will be responsible for any damages that result from improper or negligent soda blasting methods. Waste water and debris from soda blasting shall not enter the storm drain system and is to be collected, removed from the work site and legally disposed.

Contractor will carry tools and materials necessary to prepare surfaces in a manner that will result in an acceptable bonding of any applied paint to and paint over graffiti at sites where it cannot be removed by other means. Contractor will apply paint that reasonably matches the existing base surface color and in a manner that completely eradicates the graffiti. Painting will not follow the graffiti pattern, and no pattern such as that of the letters or shapes will remain upon completion. If the graffiti is on a wall, the contractor shall paint from the top to the bottom of the wall and square off both sides so they are perpendicular to the top and bottom of the wall.

Prior to work commencing, the Contractor shall inspect the location(s) and propose the method of graffiti abatement that will maintain the integrity of the surface and proceed only at the agreement of City staff.

3. DESCRIPTION OF WORK

The Contractor shall contact the City staff timely each week at an agreed upon date and time to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders (if any) will be assigned on Friday.

The Contractor may receive work orders from the City staff via electronic mail or facsimile, as agreed upon by the City staff and the Contractor.

The Contractor shall provide services within twenty-four (24) hours of issuance of work orders. In the event that a site cannot be abated within twenty-four (24) hours due to inclement weather, size of the site or any other reason, the Contractor shall notify the City staff with the status of the site prior to the end of the twenty-four (24) hour timeline.

Work may be assigned as a targeted area graffiti removal. As directed by the City staff, the Contractor shall be assigned to scheduled visits to specified sites, neighborhoods or corridors. The Contractor may be required to work with a site, neighborhood or corridor liaison in addition to the City staff.

The Contractor shall meet with the City staff at least once a week to discuss work program status and issues.

The City staff or the Jacksonville Beach Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately. Emergency response

sites will have first priority and may require abatement on the same day. During emergency abatements, additional work orders may be assigned to the Contractor in second position.

The Contractor shall deliver completed work orders to the City staff via electronic mail, facsimile, mail or in person on or prior to the first working day of the month following the assignment of the work order. Accommodations for special projects may be made.

The Contractor shall send one crew to each job site. Additional crews may be assigned to a work site only with prior written approval from City staff. In the event of an emergency, City staff may verbally authorize the use of more than one crew at any one site.

Work on private property shall not be performed without a Consent Form signed by the owner unless authorized by the City staff. The Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the City staff on a weekly basis and are property of the City. The City will maintain a database of Consent Forms.

In the event that the Contractor identifies graffiti in close proximity to the site designated on the work order or in the targeted area graffiti removal boundaries, the Contractor shall attempt to contact the City staff for abatement approval. In the event that the Contractor is unable to reach the City staff, the Contractor shall abate the graffiti and submit documentation and an invoice for the work as if in possession of a work order.

The method of removal shall not leave shadows or ghosts and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after the graffiti markings have been removed.

Unless otherwise approved by City staff, graffiti shall be removed so that the area surrounding it constitutes a box, circle or other geometric shape to minimize the appearance of shadows or ghosts.

The Contractor shall protect the surfaces adjacent to the area to be abated.

The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The City staff shall determine whether or not an entire surface will be abated on a case-by-case basis.

In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the City staff and submit photos of the abated location.

The Contractor shall ensure protection of the work area at all times including, but not limited to:

- Barricading the area of work at distances, so as not to allow persons who are not involved with the abatement into the area.
- Barricading area for work performed within the public right-of-way.
- Using warning signs and sidewalk and street cones to inform the public of work being conducted.

- Immediately correcting damages to the work site.
- Leaving work in undamaged condition.
- Providing signs to protect the finishes and the public.

The Contractor shall remove all equipment and materials from each site and leave the site broom clean at the end of each workday.

The Contractor shall dispose of all material containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Material rinse residue shall be collected and disposed of appropriately.

The Contractor is responsible for obtaining any water necessary for abatement. Water is available at fire hydrants throughout the City. The City will provide access to hydrants and a meter for the requested services at no cost to the contractor.

Photographic Documentation of Work

The Contractor shall produce photographs of the location before work is performed and after work has been completed. Photographs shall be electronically labeled with the date the photos are taken.

Photographs may be submitted to the City staff in one of two forms:

Via electronic mail.
Hard copies secured to a hardback surface and labeled with the work order information.

Personnel

Contractor shall designate one specific individual to oversee and inspect work performed by Contractor's personnel assigned to this contract. The designated representative shall be immediately available during work activities to receive communications from the City staff.

Contractor shall make the designated representative available to accompany the City staff to inspect sites and/or work upon twenty-four (24) hour notice.

An alternate representative shall also be available within the City of Jacksonville Beach in the event that the primary representative is unreachable in the event of an emergency.

The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.

The Contractor's crews shall be in possession of a copy of the resulting contract and the MSDS for each product used in the performance of work at all times.

Any person assigned to this contract found to be in possession of and / or under the influence of intoxicants or narcotics shall be removed from assignment to this contract. This person may be subject to arrest and criminal prosecution.
Personnel employed by the Contractor shall be screened and are not to perform services under the contract without prior approval from City staff. All employees performing services must undergo a criminal background investigation prior to performing services under this contract.

4. EQUIPMENT

The Contractor's vehicles and equipment shall be neat in appearance and easily identified.

The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.

The Contractor shall provide all personnel, vehicles, materials, supplies and equipment necessary to perform services with the exception of anti-graffiti coatings that will be provided by the City.

5. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor shall perform all requirements under this contract in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.

Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

6. USE OF PRODUCTS

Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheets (MSDS) for each product used in the performance of this contract.

Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.

All products used by the Contractor shall be manufactured products specifically intended for the purpose for which they are being used. Contractor shall not devise any products of his/her own making for use under this contract. The use of all products shall be in strict conformance with the manufacturer's specifications.

7. PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES

The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.

The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices.

The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

8. INVOICES

The invoice submitted by the Contractor shall include the following:

a. Contract number
b. Purchase order number
c. Contractor's invoice number
d. Abatement site address
e. Work order number
f. "Before" and "after" photographs
g. Unit cost, subtotals and total for invoice

9. MATERIAL SPECIFICATIONS

Subject to availability, the City will provide the Contractor with colors of paint for use on City property as defined by City staff.

In the event that a private property owner provides matching paint, the Contractor shall use the paint provided by the property owner at the owner's property.

The Contractor shall not paint previously unpainted surfaces and finishes such as slump stone, split face masonry, stone, brick or concrete block unless painting is specifically requested by the property owner or City staff. These specific requests shall be noted on the work order for the site.

All chemical graffiti removal products shall be biodegradable and environmentally safe.

The Contractor shall perform all abrasive removal techniques so that the abatement area is blended into the adjacent surface.

10. PRICE ADJUSTMENTS

The CITY reserves the sole right to reject responses in which the prices are obviously unbalanced.

The Unit Price submitted on the *Proposal Tender Form* shall remain in effect through the first three (3) years of the contract term.

The Contractor and / or the CITY may initiate adjustments to the current Unit Price during the final two (2) years of the contract term. The basis for these adjustments shall be - the not seasonally adjusted *Consumer Price Index (CPI) for All Urban Consumers*, Area: *South – Size Class B/C*, Item: *Services* - published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor publication if discontinued. The CITY reserves the right, at its sole discretion, to utilize a different approach and will receive comments from the CONTRACTOR accordingly.

The Unit Price, subject to negotiations, may be increased / decreased in a percentage not to exceed 100% of the CPI change (with a goal of no more than 75%), since the initial term Unit Price or previous adjustment of Unit Price, whichever is applicable. The computations for the price adjustment may be based on the CPI change for the intervening period. The CITY reserves the right, at its sole discretion, to determine the length of the period to be utilized for the CPI adjustment consideration and will receive comments from the Contractor accordingly. The request for Unit Price adjustment is to be submitted not later than sixty (60) days prior to the end of the third year.

The CITY may also consider a unique request for price adjustment based on unusually high increase or decrease in service costs. If considered warranted by the CITY, a fuel cost adjustment request, an increase or decrease, may be negotiated separately, when mutually agreed.

The Unit Price adjustments shall be negotiated and agreed in writing by both parties. Unit Price adjustment(s) shall be effective on the first full month after both the CITY and the Contractor sign the Unit Price adjustment agreement document or as stated in the Unit Price adjustment agreement, whichever is later.

11. GENERAL INFORMATION

a. The City is not responsible for the U.S. Mail or private couriers regarding receipt of a proposal.
b. The City reserves the right to waive informalities or irregularities in proposals, to reject any or all proposals, and to negotiate further with the firm selected.
c. The City reserves the right to continue Professional Services as set forth in the State of Florida Statutes, as amended.
d. The submission of a proposal shall be considered prima facia evidence that the firm has full knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.
e. The firm shall furnish the City with any additional information that may be reasonably required.
f. The City reserves the right to conduct personal interviews with any or all firms prior to the final selection. The City will not be liable for any costs incurred by the firm in connection with an interview.
g. The City reserves the right to waive minor irregularities in this RFP.
h. All materials submitted in response to this Request for Proposal shall become the property of the City of Jacksonville Beach.
i. All expenses incurred by a firm to respond to this RFP shall be the obligation of the firm and shall not be a liability of the City.
j. The City reserves the right to use its resources, facilities, capabilities, and materials for services requested in the RFP. All materials and work products produced by the firm for the City shall become the exclusive property of the City and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of the City.

12. EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below. The maximum points that shall be awarded for each of these categories are detailed below:

Evaluation Factor	Point Range
▪ Method of Approach	25%
▪ Qualifications and Experience	25%
▪ References	25%
▪ Price Proposal	25%

13. EVALUATION PROCESS

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City reserves the right to shortlist the respondents on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

The City reserves the right to conduct interviews with some or all of the respondents at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the respondent for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any respondent submitting a proposal.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

The City may require visits to customer installations or demonstrations of product by respondents, as part of the evaluation process.

The City reserves the right, before awarding the contract, to require a respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence

available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all respondents prior to determination of award.

The City reserves the right to award the contract to the respondent who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

14. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA

The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested and must contain, at a minimum, the following:

1. Method of Approach:

   Describe in detail your methods including materials to be used for removing graffiti from the following surfaces:
   a. Previously painted surfaces
   b. Brick and mortar surfaces
   c. Traffic signs
   d. Padmount transformers
   e. Unpainted wood
   f. Unpainted concrete block

   Describe the manner in which you will protect surfaces adjacent to the abatement area.

2. Qualifications and Experience:

   Provide a brief history of the business.

   Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.

   If the use of subcontractors is proposed, provide information about the subcontractor and what service they will be providing.

3. References:

   Provide a minimum of five (5) references of similar work completed within the last three years. References must include:
   Company Name;
   Company Address;
   Contact Person;

Contact Person Telephone Number;
Date and brief description of work performed;
Dollar Amount.

4. Price Proposal:

Provide a price proposal as indicated on the Proposal Tender Form as outlined on page 16 of the Forms Section. Pricing should be for one hourly labor rate to include all necessary equipment for any abatement method. The hourly rate shall not include the anti-graffiti coatings as the City will purchase and provide the coatings.

15. RESPONSE FORMAT

Responses should include one (1) original, four (4) copies and one (1) electronic version (such as CD) of the proposal returned in a sealed envelope bearing the name and address of the respondent.

The City requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

The RFP shall be signed by the firm's representative who is authorized to contractually bind the firm. All proposal packages are to include the following components:

1. Title Page - Include the RFP number and name, address, telephone number of firm, contact person and date of proposal.
2. Table of Contents.
3. Letter of Transmittal.
4. Form 1: Proposal Tender Form.
5. Form 2: Award Notice Form.
6. Form 3: Required Disclosure Form.
7. Form 4: Drug-Free Workplace Compliance Form.
8. Form 5: Non-Collusion Affidavit.
9. Form 6: Non-Bankruptcy Affidavit.
10. **Method of Approach.**
11. **Qualifications and Experience.**
12. **References.**
13. Any additional information to be determined by the respondent.

CONTRACT AGREEMENT FOR GRAFFITI ABATEMENT SERVICES

THIS AGREEMENT made and entered into this 8th day of **September, 2020** by and between the **CITY OF JACKSONVILLE BEACH, FLORIDA,** a municipality organized and existing under the laws of the State of Florida, hereinafter referred to as CITY, and **BIOTRAITS CHEMICAL, INC.,** hereinafter referred to as CONTRACTOR, for CONTRACTOR to provide CITY with graffiti abatement services:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Graffiti Abatement Services.
CONTRACTOR shall provide and complete all work as specified or indicated in the Contract Documents that include this Agreement and all Request for Proposal No. 06-1920 documents and CONTRACTOR's proposal to same, and any related CITY approved Change Orders. The work contemplated by this Agreement is generally described as follows:

REQUEST FOR PROPOSAL (RFP) NO. 06-1920 GRAFFITI ABATEMENT FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, FOR A PERIOD OF 36 MONTHS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

All of CONTRACTOR's services shall be performed in accordance with the RFP Specifications prepared by the CITY Public Works Department. Services shall be for all materials, equipment and services, including labor to perform Debris Monitoring Services, of which the requirements and scope of services are more specifically detailed in: **Attachment "A": RFP No. 06-1920.**

Article 2: CITY's Responsibility.
Access to Work Area: The CITY shall provide CONTRACTOR with reasonable access to all areas in which CONTRACTOR's services and obligations under this Agreement are to be performed and executed.

Article 3: Terms of Agreement.
This Agreement shall be effective from the date of City Council action, **September 8, 2020**, and will continue in effect for three calendar years. This Agreement may be extended for additional terms, from one year through two years in length each, for a total contract length not to exceed five years.

Article 4: Nonexclusive Contract.
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement does not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources. The CITY makes no guarantee of amount of work for CONTRACTOR under this Agreement.

Article 5: Payment To CONTRACTOR.

CONTRACTOR agrees to provide services as described in the Contract Documents and comply with the terms therein.

5.1 *For Basic Services:* CITY shall pay CONTRACTOR for contractual services performed or furnished under **RFP No. 06-1920 (Attachment "A")**, as set forth in CONTRACTOR's Proposal Packet **(Attachment "B")** submitted by CONTRACTOR in response to: **RFP No. 06-1920 and associated PROPOSAL TENDER FORM.**

5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment "A": RFP No. 06-1920,** CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested. CONTRACTOR shall not perform additional services without prior written agreement on the services and price by the CITY.

5.3 *Invoices.*

A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.

B. *Payment of Invoices:* Invoices are due and payable within 30 days of receipt.

C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 *Records of CONTRACTOR's cost:* Records of CONTRACTOR's cost pertinent to CONTRACTOR's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY's request, copies of such records will be made available by CONTRACTOR to the CITY, at no cost to the CITY. CONTRACTOR's costs records are public record.

Article 6: Standards of Performance.

CONTRACTOR and CITY shall comply with applicable laws, regulations, and CITY mandated performance standards and regulations. This Agreement is based on these requirements as of its Effective Date and includes **Attachment "A": RFP No. 06-1920**. Changes to these

requirements after the Effective Date may be the basis for modifications to CONTRACTOR's scope of work, times of performance, or compensation.

Article 7: CONTRACTOR as Independent Contractor.
It is expressly agreed and understood that CONTRACTOR is in all respects, an independent contractor as to the work and is in no respect an agent, servant, or employee of the CITY. This Agreement and the Contract Documents specify the work to be done by CONTRACTOR. The method to be employed to accomplish the work is the responsibility of CONTRACTOR.

Article 8: Subcontracting.
CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve CONTRACTOR of its liability and obligation under this Agreement. Despite any such subcontracting, the CITY shall deal through CONTRACTOR, and subcontractors will be dealt with as workers and representatives of CONTRACTOR.

Article 9: Authorized Project Representatives.
Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the work on behalf of each respective party.

Article 10: Inspection of Work.
CONTRACTOR shall furnish the CITY or the CITY's representative with every reasonable opportunity for determining whether or not the work is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect CONTRACTOR's operations, equipment, and performance, and CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right To Require Performance.
The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences.
It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or CONTRACTOR. CONTRACTOR

recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance.

13.1 *Hold Harmless*: The CITY shall be held harmless against all claims, actions, and suits for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by CONTRACTOR or its subcontractors, unless such claims are a result of the CITY'S sole negligence.

13.2 *Payment on Behalf* of the CITY: CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims, actions, and suits resulting from CONTRACTOR or its subcontractors' work under this Agreement. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured.* CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S, and any sub-consultant's or subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Agreement.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages or losses from CONTRACTOR to the CITY.

13.5 *Insurance Requirements.* Basic Coverage's Required: During the term of this Agreement, CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR's interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.
CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

B. General Liability Coverage is required for all CONTRACTOR and Subcontractors.
Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	Aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

C. Products and Completed Operations are required for CONTRACTOR and all Subcontractors.

Amounts:	$1,000,000	aggregate

D. Business Auto Liability Coverage is required for CONTRACTOR and all Subcontractors.
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	Aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

E. Professional Liability is not required.

F. Pollution Liability required of CONTRACTOR and all Subcontractors.
The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	$1,000,000	Each Pollution Event Limit
	$1,000,000	Aggregate Policy Limit

G. Excess or Umbrella Liability Coverage.
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

H. Claims Made Coverage – No Gap
If any of the required liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the Agreement. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Agreement.

I. Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms, and endorsements.

For Commercial General Liability coverage, CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any subcontractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contact to perform related services. All coverage's shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination.
The obligation to provide further services under this Agreement may be terminated:

14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification.
A: General Indemnity. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

B: Copyright and Intellectual Property Rights. At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section in conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit

CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY'S environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices.
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival.
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability.
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver.
Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings.
The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents.
The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement for Graffiti Abatement Services (pages 1 to 12, inclusive).

21.2 **Attachment "A": RFP No. 06-1920** in total.

21.3 **Attachment "B":** Bid Proposal Packet submitted by CONTRACTOR in response to **RFP No. 06-1920**, including, but not limited to:

A. CONTRACTOR's PROPOSAL TENDER FORM.
B. CONTRACTOR's DRUG-FREE WORKPLACE COMPLIANCE FORM.
C. CONTRACTOR's NON-COLLUSION STATEMENT.
D. CONTRACTOR's NON-BANKRUPTCY AFFIDAVIT.

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law.
This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

Article 23: Materials and Services.
The professional fees for CONTRACTOR's services are set forth on the "Fee Schedule" as contained in CONTRACTOR's submitted proposal and made part hereof.

Article 24: General Terms.
CONTRACTOR shall hold harmless and defend the CITY, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the CITY, its officers, agents, or employees in the performance of its obligation to the CITY, other than claims arising from the intentional or negligent acts or omissions of the CITY, its officers, agents, or employees.

CONTRACTOR, without exception, shall indemnify and hold harmless the CITY, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the CITY.

The CITY is a government agency, therefore, the CITY is exempt from any sales tax. The CITY, however, agrees to reimburse CONTRACTOR for any other taxes, duties, or other fees that CONTRACTOR may be required to pay when performing services or producing material on behalf of the CITY.

It is agreed that all materials and information furnished to CONTRACTOR by the CITY or to the CITY by CONTRACTOR shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 25. Public Records Law Chapter 119 Florida Statutes.
The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:
TELEPHONE NUMBER: 904-247-6250 EXT # 11
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250

CONTRACTOR must keep and maintain public records required by the CITY to perform the services. CONTRACTOR acknowledges that upon request from the CITY, CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY. Upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the CITY, all public records in its possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the CITY's information technology systems.

CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY'S Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under Section 119.10, Florida Statutes. CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel CONTRACTOR to produce public records relating to a CITY'S Agreement for services.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR on their behalf.

This Agreement was made and entered into as of the last signature date shown below and has Effective Date of September 8, 2020 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
William C. Latham, Mayor

BY: _____
Mike Staffopoulos, City Manager

ATTEST: _____ Date Signed: _____
Laurie Scott, City Clerk

CONTRACTOR: BIOTRAITS CHEMICAL, INC.

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney

BY: _____

PRINTED NAME: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____ Date Signed: _____

PRINTED NAME: _____

AGENT FOR SERVICE OF PROCESS

CITY:

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460A Shetter Avenue

Jacksonville Beach, FL 32250

Designated Representative
(Article 9):

Name: Dennis Barron, Jr., MBA

Title: Director of Public Works

Phone Number (904) 247-6219

CONTRACTOR:

Address for Giving Notices:

Biotraits Chemical, Inc.

3208 East Colonial Drive, Suite 253

Orlando, FL 32803

Designated Representative
(Article 9):

Name: Pete A. Wengert

Title: President/Owner

Phone Number:(904) 400-2343

BioTraits
CHEMICAL & COATING SOLUTIONS

CHEMWRAP
EARTH FRIENDLY COATING SOLUTIONS

Title Page

City of Jacksonville Beach – Public Works Department
Streets Division
07/15/2020

RFP # #06-1920

BioTraits Chemical, Inc. / CHEMWRAP
3208 E. Colonial Dr. Suite 253
Orlando, Fl. 32803
1800-993-1963
904-400-2343
Peter A. Wengert

BioTraits
CHEMICAL & COATING SOLUTIONS

CHEMWRAP
EARTH FRIENDLY COATING SOLUTIONS

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City of Jacksonville Beach – Public Works Department
Streets Division
07/15/2020

RFP # #06-1920

BioTraits Chemical, Inc. / CHEMWRAP
3208 E. Colonial Dr. Suite 253
Orlando, Fl. 32803
1800-993-1963
904-400-2343
Peter A. Wengert

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BioTraits
CHEMICAL & COATING SOLUTIONS

CHEMWRAP
EARTH FRIENDLY COATING SOLUTIONS

Transmittal Letter

City of Jacksonville Beach – Public Works Department
Streets Division
07/15/2020

To: City of Jacksonville Beach
1460A Shelter Avenue
Jacksonville Beach, Fl. 32250

From: BioTraits Chemical, Inc. / CHEMWRAP
3208 E. Colonial Dr. Suite 253
Orlando, Fl. 32803
1800-993-1963
904-400-2343
Peter A. Wengert

RFP # #06-1920
RFP, T Graffiti Abatement for the City of Jacksonville Beach

As requested by the city of Jacksonville Beach the enclosed information for the above referenced RFP is as follows
COST PER HOUR $95.00

If you should have any questions or clarifications or requests related to or not regarding the RFP materials provided: including format, or any other considerations, please contact me for any information needed. Our relationship with the City of Jacksonville Beach family is very important to our family.

Respectively always yours,

Peter A. Wengert
BioTraits Chemical, Inc. / CHEMWRAP
904-400-2343

FORM 1: PROPOSAL TENDER FORM (Page 1 of 2)

RFP NUMBER: **06-1920**
TITLE: **GRAFFITI ABATEMENT FOR THE CITY OF JACKSONVILLE BEACH**

DATE: July 13, 2020

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: Biotraits chemical, Inc. / CHEMWRAP

GRAFFITI ABATEMENT UNIT LABOR PRICE PER HOUR: $ 95.00

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials,(except anti-graffiti coatings, as the City will purchase and provide) all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

ADDITIONAL SERVICES: The CITY may request additional services that shall be similar in nature or related to the RFP for Graffiti Abatement. Previously negotiated unit pricing under this RFP shall be used where possible in determining compensation. Otherwise, a fair negotiated price consistent with the type services requested shall be mutually agreed.

COMPANY NAME: BioTraits Chemical Inc / CHEMWRAP
ADDRESS: 3208 E. Colonial Drive Suite 253
CITY, STATE & ZIP: Orlando, Fl. 32803
EMAIL ADDRESS: peter@chemwrap.com Tel #: 904-400-2343
SUBMITTED BY: Peter A. Wengert (Printed Name) President, Owner (Title)
Signature: Peter A Wengert

FORM 1: PROPOSAL TENDER FORM (Page 2 of 2)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities in the proposals, and 2) the CITY may award the RFP to up to three (3) qualified respondents, and 3) the CITY may assign work detail to the selected CONTRACTORS based on each Pay Item or on a combination of Pay Items whichever is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.

Addendum #: ____	**Dated:** _____		**Addendum #:** ____	**Dated:** _____
Addendum #: ____	**Dated:** _____		**Addendum #:** ____	**Dated:** _____

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[PW]		*TITLE PAGE*
[PW]		*TABLE OF CONTENTS*
[PW]		*LETTER OF TRANSMITTAL*
[PW]	1	*PROPOSAL TENDER FORM* (completed Pages 16 thru 17)
[PW]	2	*RFP AWARD NOTICE FORM – Mandatory Cover Sheet* (completed Page 18)
[PW]	3	*REQUIRED DISCLOSURE FORM* (completed Page 19)
[PW]	4	*DRUG-FREE WORKPLACE COMPLIANCE FORM* (completed Page 20)
[PW]	5	*NONCOLLUSION AFFIDAVIT* (completed Page 21)
[PW]	6	*NON-BANKRUPTCY AFFIDAVIT* (completed Page 22)
[PW]		*LOCAL BUSINESS TAX RECEIPT*
[PW]		*METHOD OF APPROACH*
[PW]		*QUALIFICATIONS AND EXPERIENCE*
[PW]		*REFERENCES*
[PW]		*W-9* (attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the *Proposal Tender Form* and/or is required by the RFP and/or Addenda.

By: Peter A. Wenger
Signature of Authorized Submitter

President / Owner
Title (typed or neatly printed)

SUBMITTED BY: Peter A. Wenger
Typed/Printed Name of Authorized Submitter

DATE: July 13 2020

FORM 2

RFP AWARD NOTICE FORM

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

Mandatory Cover Sheet

NOTICE: **Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the CITY along with the *Proposal Tender Form* and other required documents.**

1. Company Name: BioTrait Chemical Inc. / Chemwrap
2. Address Name: 3208 E. Colonial Drive # 253
3. City, State and Zip Orlando, Florida 32803
4. Attention: Peter Wengert
5. Phone: 904-400-2343 Fax: email
6. E-mail address: peter@chemwrap.com

PLEASE PRINT CLEARLY

****

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

****

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 06-1920 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent or proposer of the RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE FORM

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

N/A

Signed: Peter A Wenzel Title: President/Owner

Contractor: _____

FORM 5

NONCOLLUSION AFFIDAVIT

PETER ALAN WENGERT, being first duly sworn deposes and says that:

1. He (it) is the CEO - SHAREHOLDER, of _____ the respondent that has submitted the attached Proposal;

2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent, firm, or person to fix the price or prices in the attached Proposal or of any other respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: Peter A Wengert

Sworn and subscribed to before me this 13 day of July, 2020 in the State of FLORIDA, County of Duval.

ALBERT MORENO Notary Public

My Commission Expires: 06/09/2023

ALBERT MORENO
Notary Public - State of Florida
Commission # GG 304875
My Comm. Expires Jun 9, 2023
Bonded through National Notary Assn.

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF DUVAL)

PETER ALAN WENGERT is an officer and member of the firm of BIOTRAITS CHEMICAL INC., being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.

2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #06-1920**.

3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Pr. A Wengert
Affiant Signature

Sworn to before me this 13 day of JULY, 2020 by PETER A WENGERT
(Name of affiant)

He/She is personally known to me or has produced FL. ID as identification.

ALBERT MORENO
Signature of Notary

ALBERT MORENO
Notary's Printed Name

06/09/2023
Expiration of Notary's Commission

ALBERT MORENO
Notary Public - State of Florida
Commission # GG 304875
My Comm. Expires Jun 9, 2023
Bonded through National Notary Assn.

Affix Seal Here:

Method of Approach

a. **Previously painted surface:** All our work performed meets SSPC/NACE Standards for all stages of solution implementation. In addition we meet all FDOT CURRENT REQUIREMENTS, as applied where needed based on the location area. In over seven years of providing described services to the COJB we will always select the best safety features to make sure pedestrian and property are protected. We consult with The Streets Division constantly to insure safety of pedestrians, vehicles, property and businesses owner's revenue streams. Where waste water due to environmentally challenged waste is relevant we will capture all waste water. We only use green products from day one of our Company. Based on the substrate texture that was tagged. We have to determine the type of graffiti that was placed on the **previously painted surface,** used such as, adhesive, paper tag, stickers or spray paint, markers, acid.... Once we understand the graffiti method used. We will use our proven solutions from our biodegradable anti-graffiti removal chemical, sanding of substrate, soda, or pressure washing with a heated element up to 340 degrees or cold pressure washing. We have developed a complete proprietary solution to solve these issues for The City of Jacksonville Beach.

b. **Brick and mortar surface:** All our work performed meets SSPC/NACE Standards for all stages of solution implementation. In addition we meet all FDOT CURRENT REQUIREMENTS, as applied where needed based on the location area. In over seven years of providing described services to the COJB we will always select the best safety features to make sure pedestrian and property are protected. We consult with The Streets Division constantly to insure safety of pedestrians, vehicles, property and businesses owner's revenue streams. Where waste water due to environmentally challenged waste is relevant we will capture all waste water. We only use green products from day one of our Company. Based on the substrate texture that was tagged. We have to determine the type of graffiti that was placed on the **previously painted surface,** used such as, adhesive, paper tag, stickers or spray paint, markers, acid.... Once we understand the graffiti method used. We will use our proven solutions from our biodegradable anti-graffiti removal chemical, sanding of substrate, soda, or pressure washing with a heated element up to 340 degrees or cold pressure washing. We have developed a complete proprietary solution to solve these issues for The City of Jacksonville Beach.

c. **Traffic Signs**: All our work performed meets SSPC/NACE Standards for all stages of solution implementation. In addition we meet all FDOT CURRENT REQUIREMENTS, as applied where needed based on the location area. Based on the location area we will select the best safety features to make sure pedestrian and property are protected. It all depends on the **Traffic Signs** material used by the city. There are a number of different types of retro-reflective sheeting in use on highway signs. With that said, we also have to determine with type of graffiti was placed on the **Traffic Signs**. From stickers, paper tags or spray paint, markers etc.... If the **Traffic Signs** has a painted pigment surface which is a common use it is very difficult because of the sensitivity or the ink (especially stop signs). We will test a small portion the sign using our anti-graffiti removal solutions. If it works we will clean it. If the test fails we will report the results to the city and give our recommendations. If the **Traffic Signs** is made completely of retro-reflective sheeting. We will use our anti-graffiti light solution; light scrubbing and low pressure wash to complete the process. This was a significant problem for the city prior to BioTraits Chemical, Inc./CHEMWRAP was awarded the last five year RFP. We developed a very distinctive solution that solved a major problem for the city. Now everything wipes off. The cities signs are clean and coated with our solutions provided front and back and meet FDOT REQUIREMENTS.

d. **Padmount transformers**: All our work performed meets SSPC/NACE Standards for all stages of solution implementation. In addition we meet all FDOT CURRENT REQUIREMENTS, as applied where needed based on the location area. In over seven years of providing described services to the COJB we will always select the best safety features to make sure pedestrian and property are protected. We have to determine the type of graffiti that was placed on the **Padmount transformers**, used such as, adhesive, paper tag, stickers or spray paint, markers, etc.... Once we understand the graffiti method used. We will use our proven solutions from our biodegradable anti-graffiti removal solutions, sanding of substrate, pressure washing with a heated element up to 340 degrees or cold pressure washing. BioTraits Chemical, Inc./ CHEMWRAP have coated all Transformers from 15th South Ave to 19th North Ave from 1st Street to 3rd Street. The units are holding up well and we make certain they are clean.

e. **Unpainted Wood**: All our work performed meets SSPC/NACE Standards for all stages of solution implementation. Based on the location area we will select the best safety features to make sure pedestrian and property are protected. Based on the substrate texture that was tagged. We have to determine the type of graffiti that was placed on the **Unpainted Wood**, used such as, adhesive, paper tag, stickers or spray paint, paint markers, bird extract and hand carvings is a constant on these surfaces (i.e. Walkovers and Huguenot Park). Once we understand the graffiti method used. We will use our proven solutions from our biodegradable anti-graffiti removal solution, sanding of substrate and low cold pressure washing. Currently we are focused on the Graffiti. However, the walkovers are the end of our avenues to our beach which draws all. We would like to do more as before when we coated them to make them beautiful. There needs to be basic maintenance on are walkovers.

f. **Unpainted concrete block**: All our work performed meets SSPC/NACE Standards for all stages of solution implementation. Based on the location area we will select the best safety features to make sure pedestrian and property are protected. Based on the substrate texture that was tagged. We have to determine the type of graffiti that was placed on the **unpainted concrete block**, used such as, adhesive, paper tag, stickers or spray paint. Once we understand the graffiti method used. We will use our proven solutions from our biodegradable anti-graffiti removal chemical, sanding of substrate, pressure washing with a heated element up to 340 degrees or cold pressure washing.

All BioTraits/CHEMWRAPS work is documented with over 40 gigs of before and after photos available. All records and documentation are available. COJB Public Works and BioTraits Chemical, Inc. by the grace of our Commissioners and Mayor have accomplished to have a clean City. We are very proud of our silent contribution and sincerely hope that will be invited to continue in our shared vision for our City.

BioTraits
CHEMICAL & COATING SOLUTIONS

CHEMWRAP
EARTH FRIENDLY COATING SOLUTIONS

Qualification and Experience:

BioTraits Chemical, Inc./CHEMWRAP Provides products that are globally accepted as superior specialty coatings that solve significant environmental challenges, our coatings have a history of preserving and protecting valuable structures. We focus on graffiti, corrosion, and substrate environmental wear and tear. BioTraits Chemical, Inc. has worked with the City of Jacksonville Beach for well over 7 years. We completed our last agreement without any issue. Working together we have been part of a significant story. Under the vision of great City Leaders, our City is graffiti free, clean pavers and coated for easy maintenance going forward. All which leads to significantly reducing future expenditures of costly clean up our infrastructure.

Peter Wengert and team have 16 years in the specialty chemical coating industry, they decided to start their own company Biotraits Chemical, Inc./CHEMWRAP.

Peter A Wengert, President, Owner 03/2013 to Current
Biotraits Chemical, Inc./CHEMWRAP– Orlando, Fl. & Jacksonville, FL
Certified CSL Anti-Graffiti applicator and reseller

All employees are covered under workman Comp insurance, 401 k., guaranteed 40 hour work week, drug free, and very responsible.

Full staff registration available upon further request
See attached Certification

3208 East Colonial Dr, Suite 253, Orlando FL, 32803 Phone: 904-400-2343 Fax: 407-927-1837
www.chemwrap.com

Biotraits®
CHEMICAL & COATING SOLUTIONS

References

City of Orlando Traffic Division
PO Box 4990 Orlando Florida 32802
Steve Jones
407-246-2673
Surface preparation of traffic poles and signal boxes based on the SSPC/NACE standard, then applied our Florida DOT QPL Anti-Graffiti coating
$18,000.00

OBT Development Board
7130 Orange blossom Trail Orlando Florida 32801
Randall Grief
407-855-1705
Surface preparation of traffic poles based on the SSPC/NACE standard, then applied our Florida DOT QPL Anti-Graffiti coating
$21,000.00

City of Jacksonville Beach
11 North Third Street
Jacksonville Beach FL, 32250
Surface preparation and coating of multiple substrates from wood, concrete, STOP SIGNS and currently active engagement with Pilot Phase III , **Paver Coating**, Active services - currently concluding; applying a protective coating to date ion 33 of 49 beach dune walkovers **(RFP#05-1215 BEACH DUNE WALKOVERS CONTINUOUS SERVICE}** with Biotraits Chemical, Inc.'s Protective, environmentally safe coating: *WALKABOUT DECK COAT.*
$125.000.00

City of Orlando Parks and Recreation
Vietnam Veterans F-4 Memorial at Col. Joe Kittinger Park
305 S Crystal lake Dr, Orlando FL, 32803
407-2462283
F-4 jet monument concrete base surface preparation based on the SSPC/NACE standard, then applied our Florida DOT QPL Anti-Graffiti coating
Pro Bono

Scott Williams
Deputy Public Works Director

City of Atlantic Beach
1200 Sandpiper Lane
Atlantic Beach, FL 32233

Phone (904) 247-5834 • Fax (904) 247-5843
Email: swilliams@coab.us • Web: www.coab.us

CITY OF ORLANDO
OFFICE OF BUSINESS & FINANCIAL SERVICES
Procurement and Contracts Division

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

City Hall, Fourth Floor
400 S. Orange Avenue • Orlando, FL 32801
p. 407.246.2897 • f. 407.246.2869
David.Billingsley@cityoforlando.net
http://www.cityoforlando.net/admin/purchasing/index.htm

JACKSONVILLE BEACH

Phone: (904) 247-6232
Fax: (904) 247-6107

Chris Wright
Code Enforcement Inspector

City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, FL 32250
building@jaxbchfl.net
www.jacksonvillebeach.org

JACKSONVILLE BEACH OCEAN RESCUE

Rob Emahiser
Ocean Rescue Capta

2 Oceanfront North
Jacksonville Beach, FL 322

Cell: 904-874-4259
Work: 904-249-9141
Fax: 904-270-2590
remahiser@jaxbchfl.net

In case of an emergency, call 911!

Phone: (904) 247-6211
Fax: (904) 247-6117

PATRICK J. DEIGHAN
Streets General Supervisor
Department of Public Works

CITY OF JACKSONVILLE BEACH

Mailing Address:
11 North Third Street
Jacksonville Beach, FL 32250
P.O. Box 51389, 32240-1389

Office Address:
1460 Shetter Avenue
Jacksonville Beach, FL 32250
Email: Deighan@jaxbchfl.net

Office: (904) 247-6211
Fax: (904) 247-6117

DAVID McDONALD
Streets Superintendent
Department of Public Works

CITY OF JACKSONVILLE BEACH

Mailing Address:
11 North Third Street
Jacksonville Beach, FL 32250
P.O Box 51389, 32240-1389

Office Address:
1460 Shetter Avenue
Jacksonville Beach, FL 32250
Email: DMcDonald@jaxbch.fl.net

JACOBS

Eric M. Jimenez, PE, PMP
Vice President
Program and Construction Management

200 S. Orange Avenue
Suite 900
Orlando, Florida 32801 USA
1.407.306.7227
Cell 1.321.231.4166
eric.jimenez@jacobs.com

BEACHES | ENERGY SERVICES

1460 Shetter Avenue
Jacksonville Beach, FL 32250
www.beachesenergy.com

LAMAR WHITAKER
CONSTRUCTION & MAINTENANCE SUPERVISOR

Office: 904-247-6206
Fax: 904-247-6120
Cell: 904-424-9671

Email: lwhitaker@beachesenergy.com

JACOBS

Melissa A. Z. Williams, Ph.D.
Non-Metallic Materials, Coatings and Insulation
Subject Matter Expert

5995 Rogerdale Road 77072
P.O. Box 53495
Houston, Texas 77052-3495 U.S.A.
1.281.776.1100
Fax 1.832.351.7700
melissa.williams@jacobs.com

LOCKHEED MARTIN

Wilfredo Pedrosa
Manager, Facilities Operations

Lockheed Martin Mission Systems and Training
100 Global Innovation Circle, MP 288
Orlando, Florida 32825-5003
Telephone: 407·306·2499 Cell Phone: 407·619·6461
Facsimile: 407·306·1234
e-mail: wilfredo.pedrosa@lmco.com

BEACHES | ENERGY SERVICES

MATT CAMPBELL
CONSTRUCTION & MAINTENANCE SUPERVISOR
Office: 904-247-6140

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

Ryan Schmitt
President

CITY OF ORLANDO
PUBLIC WORKS DEPARTMENT
Transportation Engineering

Sarmora Chin
Production Coordinator

ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU
P.O. Box 545100, Orlando, FL 32854 | (407) 845-6200
octaxcol.com | octaxcol

ORANGE COUNTY LOCAL BUSINESS TAX RENEWAL CERTIFICATE

Local Business Tax Renewal
Orange County, Florida

Tax Year
2020 - 2021

Orange County Tax Collector
Contact us at (407) 845-6200

Year	Code	Nature of Business	Tax	Regulated Waste Fees	Penalty	Total
2020	3501	MARKETING/SALES MANAGMENT	30.00			30.00

Total 30.00

Application is hereby made to engage in the business, profession, or occupation hereinafter described for the period of October 1, 2020 through September 30, 2021. (Ref: Florida Statute 205.032)

Business Name:
BIOTRAITS CHEMICAL INC

Owner(s): BIOTRAITS CHEMICAL INC

Business Tax Receipt ID: 1115432

Business Mailing Address:
BIOTRAITS CHEMICAL INC
3208 E COLONIAL DR
SUITE 253
ORLANDO FL 32803

Location:
3218 E COLONIAL DR G
A - ORLANDO

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Remittance should be made by check or money order made payable to "Scott Randolph" or "Orange County Tax Collector," P.O. Box 545100, Orlando, FL 32854

Orange County, Florida

Tax Year: 2020 - 2021

Business Tax Fee: 30.00

Business Tax Receipt ID: 1115432

Phone:

ORANGE COUNTY LOCAL BUSINESS TAX RENEWAL CERTIFICATE

Save Time, Renew Online
octaxcol.com

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Sept. 30, 2020	**$30.00**
Oct. 31 2020	$33.00
Nov. 30 2020	$34.50
Dec. 31 2020	$36.00
Jan. 31 2021	$37.50

35
5 - 11508

BIOTRAITS CHEMICAL INC
3208 E COLONIAL DR STE 253
ORLANDO FL 32803-5127

ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU
P.O. Box 545100, Orlando, FL 32854 | (407) 836-2700
octaxcol.com | octaxcol

ORANGE COUNTY LOCAL BUSINESS TAX RENEWAL CERTIFICATE

Local Business Tax Renewal
Orange County, Florida

Tax Year
2019 - 2020

Orange County Tax Collector
Contact us at (407) 836-2700

Year	Code	Nature of Business	Tax	Regulated Waste Fees	Penalty	Total
2019	3501	MARKETING/SALES MANAGMENT	30.00			30.00

Total 30.00

PAID

Application is hereby made to engage in the business, profession, or occupation hereinafter described for the period of October 1, 2019 through September 30, 2020. (Ref: Florida Statute 205.032)

Business Name:
BIOTRAITS CHEMICAL INC

Owner(s): BIOTRAITS CHEMICAL INC

Business Tax Receipt ID: 1115432

Business Mailing Address:
BIOTRAITS CHEMICAL INC
3208 E COLONIAL DR
SUITE 253
ORLANDO FL 32803

Location:
3218 E COLONIAL DR G
A - ORLANDO

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Remittance should be made by check or money order made payable to "Scott Randolph" or "Orange County Tax Collector," P.O. Box 545100, Orlando, FL 32854

Orange County, Florida

Tax Year: 2019 - 2020

Business Tax Fee: 30.00

Business Tax Receipt ID: 1115432

Phone:

ORANGE COUNTY LOCAL BUSINESS TAX RENEWAL CERTIFICATE

Save Time, Renew Online
octaxcol.com

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Sept. 30, 2019	**$30.00**
Oct. 31 2019	$33.00
Nov. 30 2019	$34.50
Dec. 31 2019	$36.00
Jan. 31 2020	$37.50

35
5 - 11050

BIOTRAITS CHEMICAL INC
3208 E COLONIAL DR STE 253
ORLANDO FL 32803-5127

Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized
Confirmation Number: 61033869

Your payment has been authorized successfully and payment will be processed.

Scott Randolph, Orange County Tax Collector thanks you for your payment. For questions about this payment, please call 888-891-6064, Option 1. We appreciate you making your payment online. Please take a moment to answer the survey so we can make your experience even better next time. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Total Amount In Cart
Business Taxes payment of $30.00 on License ID 1115432	$30.00

Subtotal:	$30.00
Convenience Fee:	$2.00
Total Payment:	**$32.00**

Customer Information

First Name:	Ricardo
Last Name:	Aguilar
Address Line 1:	3208 East Colonial Dr
Address Line 2:	Suite 253
City:	Orlando
State or Non-US:	Florida
Zip Code:	32803
Phone Number:	4079271837
Email Address:	ricardo@biotraits.com

Payment Information

Card Number: **********0091

Expiration Date: **/**

Print Finished

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Peter Alan Wengert

2 Business name/disregarded entity name, if different from above
BioTraits Chemical, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3218 E. COLONIAL DRIVE S. 253

Requester's name and address (optional)

6 City, state, and ZIP code
ORLANDO, FLORIDA 32803

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 6 – 1 9 3 7 9 7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT C

JACKSONVILLE BEACH

City of
Jacksonville Beach
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6226
Fax: 904.270.1639

www.jacksonvillebeach.org

PROPERTY AND PROCUREMENT DIVISION

APPROVED BY COUNCIL
7/20/2015

TO: George Forbes, City Manager

FROM: Jason Phitides, Property and Procurement Officer

DATE: July 13, 2015

RE: Award RFP 02-1415, Graffiti Abatement Continuing Services Contract

ACTION REQUESTED:

Approval to execute a continuing services contract with *Biotraits Chemical, Inc.*, as the Primary Contractor, and *Hands On of Florida, LLC*, as the Secondary Contractor for graffiti abatement services in response to RFP No. 02-1415, Graffiti Abatement Continuing Services Contract.

BACKGROUND:

In May 2015, the Property and Procurement Division advertised an RFP for graffiti abatement services for the City. The objective of the RFP was to identify and select a qualified firm that has the capability and professional experience necessary for graffiti abatement services throughout the City. The RFP defined graffiti abatement as "the removal of undesired applications of various compositions on various surfaces throughout the City".

We received three (3) responses to the RFP. A committee consisting of five (5) City staff members evaluated each of the responses based on the following criteria:

Method of Approach	25%
Qualifications and Experience	25%
References	25%
Price Proposal	25%

The initial scoring sheet is attached. After the initial evaluation process, two respondents, *Hands On of Florida, LLC*, and *Biotraits Chemical, Inc.*, were invited to make presentations to the committee.

Biotraits Chemical, Inc. received the highest ranking from the committee due to their substantial references and experience. The company has performed successful projects for the City in the past, and City staff has been pleased with the high quality and reliability of their work.

For these reasons, *Biotraits Chemical, Inc.* is recommended for award as the Primary Contractor. *Hands On of FL, LLC,* is recommended as the Secondary Contractor, to be used if the Primary Contractor is unable to adequately perform or the primary contract is prematurely terminated.

Following is the committee ranking after presentations by the respondents:

Ranking based on: 1 = Primary , 2 = Secondary

	Evaluators					Overall Rank	Proposed Hourly Rate
	A.	B.	C.	D.	E.		
Biotraits Chemical	1	2	1	1	1	1	$95.00
Hands On of FL	2	1	2	2	2	2	$89.00

The contract period is for five (5) years and pricing will remain fixed for the first three (3) years. Pricing may be adjusted in the remaining two (2) years based on the Consumer Price Index. The contractor's work program will be managed and monitored by the Public Works Street Division, supporting the needs of various City departments. Time allotted for each abatement service will be agreed beforehand and the Contractor will be paid an hourly rate.

The City estimates graffiti abatement services to cost between $40,000 and $50,000 annually. Funding will be from departmental operations and maintenance budgets.

RECOMMENDATION:

Award RFP Number 02-1415, entitled Graffiti Abatement Continuing Services Contract, to *Biotraits Chemical, Inc.*, as the Primary Contractor and *Hands On of Florida, LLC,* as the Secondary Contractor, for a period of 5 years, as explained in the memorandum from the Property and Procurement Officer, dated July 13, 2015.

City of Jacksonville Beach
Evaluation Ranking - Assessment Summary
RFP No. #02-1415
Graffiti Abatement

Suggested Scoring Scale: 1 to 10
Provide each Respondent a score between 0 and 10 for each category.
10 being best possible score, 0 being least possible score.

	Evaluation Factor																					
	1.					2.					3.					4.						
	Methodology / Approach					Qualifications & Experience					References					Pricing					Total Score	Rank
Respondent / Evaluator:	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E		
Biotraits Chemical & Coating Solutions	7	7	7	9	5	4	5	8	7	5	4	5	9	5	7	7	6	8	7	7	3225	1
DeAngelo Brothers, LLC	7	6	9	7	6	5	7	9	6	7	4	5	9	5	7	4	3	5	3	3	2925	3
Hands-On of Florida, LLC	6	7	6	5	5	5	6	7	6	5	4	5	7	4	6	8	7	9	8	8	3100	2
Weight per Category	25					25					25					25						

A = Public Works - Street Supervisor
B = Traffic Signage Supervisor
C = Property Management Superintendent
D = Public Works - Street Superintendent
E = Property & Procurement Officer

CONTRACT AGREEMENT FOR GRAFFITI ABATEMENT SERVICES

THIS AGREEMENT made and entered into this **8th** day of **September, 2020** by and between the **CITY OF JACKSONVILLE BEACH, FLORIDA,** a municipality organized and existing under the laws of the State of Florida, hereinafter referred to as CITY, and **KRYSTAL COMPANIES, LLC, d/b/a KRYSTAL KLEAN,** hereinafter referred to as CONTRACTOR, for CONTRACTOR to provide CITY with graffiti abatement services:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Graffiti Abatement Services.
CONTRACTOR shall provide and complete all work as specified or indicated in the Contract Documents that include this Agreement and all Request for Proposal No. 06-1920 documents and CONTRACTOR's proposal to same, and any related CITY approved Change Orders. The work contemplated by this Agreement is generally described as follows:

REQUEST FOR PROPOSAL (RFP) NO. 06-1920 GRAFFITI ABATEMENT FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, FOR A PERIOD OF 36 MONTHS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

All of CONTRACTOR's services shall be performed in accordance with the RFP Specifications prepared by the CITY Public Works Department. Services shall be for all materials, equipment and services, including labor to perform Debris Monitoring Services, of which the requirements and scope of services are more specifically detailed in: **Attachment "A": RFP No. 06-1920.**

Article 2: CITY's Responsibility.
Access to Work Area: The CITY shall provide CONTRACTOR with reasonable access to all areas in which CONTRACTOR's services and obligations under this Agreement are to be performed and executed.

Article 3: Terms of Agreement.
This Agreement shall be effective from the date of City Council action, **September 8, 2020**, and will continue in effect for three calendar years. This Agreement may be extended for additional terms, from one year through two years in length each, for a total contract length not to exceed five years.

Article 4: Nonexclusive Contract.
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement does not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources. The CITY makes no guarantee of amount of work for CONTRACTOR under this Agreement.

Article 5: Payment To CONTRACTOR.

CONTRACTOR agrees to provide services as described in the Contract Documents and comply with the terms therein.

5.1 *For Basic Services:* CITY shall pay CONTRACTOR for contractual services performed or furnished under **RFP No. 06-1920 (Attachment "A")**, as set forth in CONTRACTOR's Proposal Packet **(Attachment "B")** submitted by CONTRACTOR in response to: **RFP No. 06-1920 and associated PROPOSAL TENDER FORM.**

5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment "A": RFP No. 06-1920,** CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested. CONTRACTOR shall not perform additional services without prior written agreement on the services and price by the CITY.

5.3 *Invoices.*

A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.

B. *Payment of Invoices:* Invoices are due and payable within 30 days of receipt.

C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 *Records of CONTRACTOR's cost:* Records of CONTRACTOR's cost pertinent to CONTRACTOR's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY's request, copies of such records will be made available by CONTRACTOR to the CITY, at no cost to the CITY. CONTRACTOR's costs records are public record.

Article 6: Standards of Performance.

CONTRACTOR and CITY shall comply with applicable laws, regulations, and CITY mandated performance standards and regulations. This Agreement is based on these requirements as of its Effective Date and includes **Attachment "A": RFP No. 06-1920**. Changes to these

requirements after the Effective Date may be the basis for modifications to CONTRACTOR's scope of work, times of performance, or compensation.

Article 7: CONTRACTOR as Independent Contractor.
It is expressly agreed and understood that CONTRACTOR is in all respects, an independent contractor as to the work and is in no respect an agent, servant, or employee of the CITY. This Agreement and the Contract Documents specify the work to be done by CONTRACTOR. The method to be employed to accomplish the work is the responsibility of CONTRACTOR.

Article 8: Subcontracting.
CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve CONTRACTOR of its liability and obligation under this Agreement. Despite any such subcontracting, the CITY shall deal through CONTRACTOR, and subcontractors will be dealt with as workers and representatives of CONTRACTOR.

Article 9: Authorized Project Representatives.
Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the work on behalf of each respective party.

Article 10: Inspection of Work.
CONTRACTOR shall furnish the CITY or the CITY's representative with every reasonable opportunity for determining whether or not the work is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect CONTRACTOR's operations, equipment, and performance, and CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right To Require Performance.
The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences.
It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or CONTRACTOR. CONTRACTOR

recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance.

13.1 *Hold Harmless*: The CITY shall be held harmless against all claims, actions, and suits for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by CONTRACTOR or its subcontractors, unless such claims are a result of the CITY'S sole negligence.

13.2 *Payment on Behalf* of the CITY: CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims, actions, and suits resulting from CONTRACTOR or its subcontractors' work under this Agreement. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured.* CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S, and any sub-consultant's or subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Agreement.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages or losses from CONTRACTOR to the CITY.

13.5 *Insurance Requirements.* Basic Coverage's Required: During the term of this Agreement, CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR's interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.
CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

B. General Liability Coverage is required for all CONTRACTOR and Subcontractors.
Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	Aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

C. Products and Completed Operations are required for CONTRACTOR and all Subcontractors.

Amounts:	$1,000,000	aggregate

D. Business Auto Liability Coverage is required for CONTRACTOR and all Subcontractors.
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	$1,000,000	each occurrence
		$1,000,000	Aggregate
	Property Damage:	$1,000,000	each occurrence
		$1,000,000	aggregate

E. Professional Liability is not required.

F. Pollution Liability required of CONTRACTOR and all Subcontractors.
The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	$1,000,000	Each Pollution Event Limit
	$1,000,000	Aggregate Policy Limit

G. Excess or Umbrella Liability Coverage.
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

H. Claims Made Coverage – No Gap
If any of the required liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the Agreement. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Agreement.

I. Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms, and endorsements.

For Commercial General Liability coverage, CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any subcontractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contact to perform related services. All coverage's shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination.
The obligation to provide further services under this Agreement may be terminated:

14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification.
A: General Indemnity. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

B: Copyright and Intellectual Property Rights. At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section in conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit

CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY'S environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices.
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival.
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability.
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver.
Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings.
The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents.
The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement for Graffiti Abatement Services (pages 1 to 12, inclusive).

21.2 **Attachment "A": RFP No. 06-1920** in total.

21.3 **Attachment "B":** Bid Proposal Packet submitted by CONTRACTOR in response to **RFP No. 06-1920**, including, but not limited to:

A. CONTRACTOR's PROPOSAL TENDER FORM.
B. CONTRACTOR's DRUG-FREE WORKPLACE COMPLIANCE FORM.
C. CONTRACTOR's NON-COLLUSION STATEMENT.
D. CONTRACTOR's NON-BANKRUPTCY AFFIDAVIT.

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law.
This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

Article 23: Materials and Services.
The professional fees for CONTRACTOR's services are set forth on the "Fee Schedule" as contained in CONTRACTOR's submitted proposal and made part hereof.

Article 24: General Terms.
CONTRACTOR shall hold harmless and defend the CITY, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the CITY, its officers, agents, or employees in the performance of its obligation to the CITY, other than claims arising from the intentional or negligent acts or omissions of the CITY, its officers, agents, or employees.

CONTRACTOR, without exception, shall indemnify and hold harmless the CITY, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the CITY.

The CITY is a government agency, therefore, the CITY is exempt from any sales tax. The CITY, however, agrees to reimburse CONTRACTOR for any other taxes, duties, or other fees that CONTRACTOR may be required to pay when performing services or producing material on behalf of the CITY.

It is agreed that all materials and information furnished to CONTRACTOR by the CITY or to the CITY by CONTRACTOR shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 25. Public Records Law Chapter 119 Florida Statutes.
The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:
TELEPHONE NUMBER: 904-247-6250 EXT # 11
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250

CONTRACTOR must keep and maintain public records required by the CITY to perform the services. CONTRACTOR acknowledges that upon request from the CITY, CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CONTRACTOR must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY. Upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the CITY, all public records in its possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the CITY's information technology systems.

CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY'S Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under Section 119.10, Florida Statutes. CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel CONTRACTOR to produce public records relating to a CITY'S Agreement for services.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR on their behalf.

This Agreement was made and entered into as of the last signature date shown below and has Effective Date of September 8, 2020 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
William C. Latham, Mayor

BY: _____
Mike Staffopoulos, City Manager

ATTEST: _____ Date Signed: _____
Laurie Scott, City Clerk

CONTRACTOR: KRYSTAL COMPANIES, LLC

Approved as to form and legal sufficiency:
Chris Ambrosio, City Attorney

BY: _____

PRINTED NAME: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____ Date Signed: _____

PRINTED NAME: _____

AGENT FOR SERVICE OF PROCESS

CITY:

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460A Shetter Avenue

Jacksonville Beach, FL 32250

Designated Representative
(Article 9):

Name: Dennis Barron, Jr., MBA

Title: Director of Public Works

Phone Number (904) 247-6219

CONTRACTOR:

Address for Giving Notices:

Krystal Companies, LLC

P.O. Box 51289

Jacksonville, FL 32240

Designated Representative
(Article 9):

Name: Jeremy Morgan

Title: Quality & Sales Manager

Phone Number:(904) 838-8003

TITLE PAGE:

July 15, 2020

Response to: 06-1920
Graffiti Abatement for the City of Jacksonville Beach, FL

From:
Jeremiah Morgan
Quality Manager
Krystal Companies, LLC (d.b.a. Krystal Klean)

13679 Atlantic Blvd
Jacksonville, FL 32225
-OR-
PO Box 51289
Jacksonville Beach, FL 32240

Cell: 904-838-8003
Office: 904-220-3337
Fax: 866-295-9274
jmorgan@krystalklean.com

TABLE OF CONTENTS:

- Letter of Transmittal
- Proposal Tender Form
- RFP Award Notice Form
- Required Disclosure Form
- Drug-Free Workplace Compliance Form
- Non-collusion Affidavit
- Non-Bankruptcy Affidavit
- Local Business Tax Receipt
- Method of Approach
- Qualifications and Experience
- References
- W-9
- Insurance Certificates

KRYSTAL
COMPANIES

LETTER OF TRANSMITTAL

July 15, 2020

Response to: 06-1920
Graffiti Abatement for the City of Jacksonville Beach, FL

Krystal Companies, LLC (dba Krystal Klean) and its personnel understand the scope of services and can provide the services you require in a professional manner. Our history, qualifications and references included with this bid will attest to our commitment to our customers.

The primary contact for authorizing this bid is:
Jeremiah Morgan
Quality Manager
Krystal Companies, LLC (d.b.a. Krystal Klean)
PO Box 51289
Jacksonville Beach, FL 32240
Cell: 904-838-8003
Office: 904-220-3337
Fax: 866-295-9274
jmorgan@krystalklean.com

The primary contact for supplying documents, certificates, W-9, invoicing, compliance and other general vendor registration needs is:
Goretta Bommerscheim
office@krystalklean.com
904-220-3337

Thank you for the time to review our proposal.

Sincerely,

Jeremiah Morgan
Quality & Sales Manager

FORM 1: PROPOSAL TENDER FORM (Page 2 of 2)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities in the proposals, and 2) the CITY may award the RFP to up to three (3) qualified respondents, and 3) the CITY may assign work detail to the selected CONTRACTORS based on each Pay Item or on a combination of Pay Items whichever is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.

Addendum #: ____	**Dated:** _____		**Addendum #:** ____	**Dated:** _____
Addendum #: ____	**Dated:** _____		**Addendum #:** ____	**Dated:** _____

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[JM]		*TITLE PAGE*
[JM]		*TABLE OF CONTENTS*
[JM]		*LETTER OF TRANSMITTAL*
[JM]	1	*PROPOSAL TENDER FORM* (completed Pages 16 thru 17)
[JM]	2	*RFP AWARD NOTICE FORM – Mandatory Cover Sheet* (completed Page 18)
[JM]	3	*REQUIRED DISCLOSURE FORM* (completed Page 19)
[JM]	4	*DRUG-FREE WORKPLACE COMPLIANCE FORM* (completed Page 20)
[JM]	5	*NONCOLLUSION AFFIDAVIT* (completed Page 21)
[JM]	6	*NON-BANKRUPTCY AFFIDAVIT* (completed Page 22)
[JM]		*LOCAL BUSINESS TAX RECEIPT*
[JM]		*METHOD OF APPROACH*
[JM]		*QUALIFICATIONS AND EXPERIENCE*
[JM]		*REFERENCES*
[JM]		*W-9* (attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the *Proposal Tender Form* and/or is required by the RFP and/or Addenda.

By: _____ Quality & Sales Manager
Signature of Authorized Submitter — Title (typed or neatly printed)

SUBMITTED BY: Jeremiah Morgan — DATE: July 15, 2020
Typed/Printed Name of Authorized Submitter

FORM 1: PROPOSAL TENDER FORM (Page 1 of 2)

RFP NUMBER: **06-1920**
TITLE: **GRAFFITI ABATEMENT FOR THE CITY OF JACKSONVILLE BEACH**

DATE: July 15, 2020

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: Krystal Companies, LLC (d.b.a. Krystal Klean)

GRAFFITI ABATEMENT UNIT LABOR PRICE PER HOUR: $ 65/hr

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials,(except anti-graffiti coatings, as the City will purchase and provide) all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

ADDITIONAL SERVICES: The CITY may request additional services that shall be similar in nature or related to the RFP for Graffiti Abatement. Previously negotiated unit pricing under this RFP shall be used where possible in determining compensation. Otherwise, a fair negotiated price consistent with the type services requested shall be mutually agreed.

COMPANY NAME: Krystal Companies, LLC (d.b.a. Krystal Klean)

ADDRESS: PO Box 51289

CITY, STATE & ZIP: Jacksonville Beach, FL 32240

EMAIL ADDRESS: jmorgan@krystalklean.com

Tel #: 904-838-8003

SUBMITTED BY: Jeremiah Morgan
Printed Name

Quality & Sales Manager
Title

Signature: Jeremiah Morgan

FORM 2

RFP AWARD NOTICE FORM

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

Mandatory Cover Sheet

NOTICE: **Items 1 to 6 are to be completed by the Respondent. The Respondent is to submit the form to the CITY along with the *Proposal Tender Form* and other required documents.**

1. Company Name: Krystal Companies, LLC (dba Krystal Klean)
2. Address Name: PO Box 51289
3. City, State and Zip Jacksonville Beach, FL 32240
4. Attention: Jeremiah Morgan
5. Phone: 904-838-8003 Fax: 866-295-9274
6. E-mail address: jmorgan@krystalklean.com

PLEASE PRINT CLEARLY

****

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

****

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 06-1920 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent or proposer of the RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE FORM

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

N/A. Nothing to disclose.

Signed: _____ Title: Quality & Sales Manager

Contractor: Krystal Companies, LLC (dba Krystal Klean)

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

(Word/Drug Free)

FORM 5

NONCOLLUSION AFFIDAVIT

Jeremiah Morgan, being first duly sworn deposes and says that:

1. He (it) is the Quality & Sales Manager, of Krystal Companies, LLC (dba Krystal Klean) the respondent that has submitted the attached Proposal;

2. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent, firm, or person to fix the price or prices in the attached Proposal or of any other respondent, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: Jeremy Morgan

Sworn and subscribed to before me this 15th day of July, 2020, in the State of Florida, County of Duval.

Goretta Bommerscheim, Notary Public

My Commission Expires: 01/06/2022

Notary Public State of Florida
Goretta May Bommerscheim
My Commission GG 143367
Expires 01/06/2022

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF Florida)

COUNTY OF Duval)

Jeremiah Morgan is an officer and member of the firm of Krystal Companies, LLC (dba Krystal Klean), being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
   He is fully informed respecting the preparation and contents of the attached
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #06-1920**.

3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Jeremy Morgan

Affiant Signature

Sworn to before me this 15th day of July, 20 20 by Jeremy Morgan
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Goretta Bommersheim

Signature of Notary

Goretta Bommerscheim

Notary's Printed Name

01/06/2022

Expiration of Notary's Commission

Affix Seal Here:

Notary Public State of Florida
Goretta May Bommerscheim
My Commission GG 143387
Expires 01/06/2022

Local Business
Tax Receipt

2019-2020 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 630-1916, option 3 Fax: (904) 630-1432
www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2019 through September 30, 2020.

KRYSTAL COMPANIES, LLC
JERIMIAH MORGAN
PO BOX 51289
JACKSONVILLE BEACH, FL 32240-1289

ACCOUNT NUMBER:	174627
BUSINESS NAME:	KRYSTAL COMPANIES, LLC
PHYSICAL ADDRESS:	13679 ATLANTIC BLVD JACKSONVILLE, FL 32225
CLASSIFICATION CODE:	323079 - PUBLIC SERVICE OR REPAIR, NOT SPEC
STATE LICENSE NO:	

COUNTY TAX:	13.75
MUNICIPAL TAX:	41.25
TOTAL TAX:	55.00

VALID UNTIL September 30, 2020

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5508755.0001-0001 WEB 09/20/2019 55.00

Method of Approach

KRYSTAL KLEAN
Taking Care of Buildings
P.O. Box 51287 • Jax Beach, FL 32240 • 904-220-3337 • fax: 888-295-WASH • KRYSTALKLEANUSA.COM
WINDOW WASHING • PRESSURE WASHING • WATERPROOFING

Graffiti Abatement for the City of Jacksonville Beach

Method of Approach:

- Describe in detail your methods including materials to be used for removing graffiti from the following surfaces:

Krystal Klean:

- Safety of building occupants and Krystal Klean employees is our top priority
- Access to surfaces being cleaned may be from aerial lifts which can maneuver and articulate into tight spots. Krystal Klean technicians possess Certified Lift Operator training. Technicians will wear and inspect required PPE daily. Copies of Daily Safety Talks and Equipment Inspections can be submitted to Customer upon request.
- Cones and caution tape used to section off working areas and prevent foot traffic underneath equipment
- Krystal Klean will daily record areas which are completed and connect with Building Manager to inspect and sign-off on satisfactory completion.

Products:

- TSW9 Plasti-Maste: Zero VOC Graffiti Remover for delicate surfaces
- TSW2R Multi-Master: Graffiti remover for most surfaces
- TSW3G Mason-Master (GEL): Graffiti remover for unpainted porous surfaces

Surfaces:

- **Prior to work commencing, the Contractor shall inspect the location(s) and propose the method of graffiti abatement that will maintain the integrity of the surface and proceed only at the agreement of City staff.**

A. Previously painted surfaces
   1. Inspect area where graffiti is located and protect all surrounding areas
   2. TSW2R Multi-Master
   3. Agitate affected area with a stiff bristle brush
   4. Begin removal by working from the bottom up as opposed to the top down
   5. When solvent action appears complete and graffiti is loosened, neutralize using a pressure washer to remove defacement
   6. Capture all water runoff from pressure washing

   * For large graffiti it is generally faster to stain block the graffiti and repaint.
   It is important not to create a square, you would want to paint the entire surface.
   The goal is to make it look as though the graffiti was never there.

KRYSTAL KLEAN
Taking Care of Buildings
P.O. Box 51287 • Jax Beach, FL 32240 • 904-220-3337 • fax: 888-295-WASH • KRYSTALKLEANUSA.COM
WINDOW WASHING • PRESSURE WASHING • WATERPROOFING

B. Brick and mortar surfaces
   1. Inspect area where graffiti is located and protect all surrounding areas
   2. Apply TSW3G Mason-Master (GEL)
   3. Agitate affected area with a stiff bristle brush
   4. Begin removal by working from the bottom up as opposed to the top down
   5. When solvent action appears complete and graffiti is loosened, use a pressure washer to remove defacement and to prevent ghosting or shadowing
   6. Capture all water runoff from pressure washing
      * For stubborn cases it may take a combination of our TSW3G Mason-Master and TSW2R Multi-Master

C. Traffic signs
   1. Inspect area where graffiti is located and protect all surrounding areas
   2. TSW9 Plasti-Master
   3. Wipe with clean cloth or sponge
   4. Begin removal by working from the bottom up as opposed to the top down
   5. When solvent action appears complete and graffiti is loosened, neutralize using a pressure washer to remove defacement
   6. Capture all water runoff from pressure washing

D. Padmount transformers
   1. Inspect area where graffiti is located and protect all surrounding areas
   2. TSW9 Plasti-Master
   3. Agitate affected area with a clean white towel or rag and wipe
   4. Begin removal by working from the bottom up as opposed to the top down
   5. When solvent action appears complete and graffiti is loosened, neutralize using a pressure washer to remove defacement
   6. Capture all water runoff from pressure washing

E. Unpainted wood
   1. Inspect area where graffiti is located and protect all surrounding areas
   2. TSW2R Multi-Master
   3. Agitate affected area with a stiff nylon brush
   4. Begin removal by working from the bottom up as opposed to the top down
   5. When solvent action appears complete and graffiti is loosened, neutralize using a pressure washer to remove defacement
   6. Capture all water runoff from pressure washing

KRYSTAL KLEAN
Taking Care of Buildings
P.O. Box 51267 • Jax Beach, FL 32240 • 904-220-3337 • fax: 866-295-WASH • KRYSTALKLEANUSA.COM
WINDOW WASHING • PRESSURE WASHING • WATERPROOFING

F. Unpainted concrete block
   1. Inspect area where graffiti is located and protect all surrounding areas
   2. Apply TSW3G Mason-Master (GEL)
   3. Agitate affected area with a stiff bristle brush
   4. Begin removal by working from the bottom up as opposed to the top down
   5. When solvent action appears complete and graffiti is loosened, use a pressure washer to remove defacement
   6. Capture all water runoff from pressure washing

***Graffiti Resistant Coatings: -**

- Krystal Klean can provide an application for repeated protection against graffiti attacks and UV.
- **TSW4 & TSW8 Acryli-Master September 2019**
- **TSW4 & TSW8 Acryli-Master**
- "Specifically formulated to provide repeated protection against graffiti vandalism by sealing the surface, preventing the permanent staining caused by graffiti vandalism. Spray paints, permanent markers, lipstick, paint pens, and other commonly used tools of the graffiti vandal can be successfully removed without marring the surface."
- "Surfaces coated with Acryli-Master are also protected from the harmful effects of the environment (smog, ultra-violet rays, sulfur dioxide (SO_2), smoke, ozone, dirt, wind, sea mist and spray, and other common urban pollutants)."

***Painting:** Krystal Klean can provide existing paint contracts to piggyback or paint prices can be provided for large areas needed for painting to cover graffiti.

Jake Stenson
C: 904-699-1140
Jake@KrystalKlean.com

KRYSTAL KLEAN
PO 51289 Jax Beach, FL, 32240
O: 904-220-3337
KrystalKlean.com

KRYSTAL KLEAN
Taking Care of Buildings

Painting • Caulking • Pressure Washing • Concrete Restoration

Safety Data Sheet

acc. to OSHA HCS (29CFR 1910.1200) and WHMIS 2015 Regulations

Printing date: January 17, 2019 Revision: January 17, 2019

1 Identification

· **Product identifier**

· **Trade name:** **TSW2R Multi-Master**

· **Other means of identification:** No other identifiers

· **Recommended use and restriction on use**
· **Recommended use:** Graffiti remover
· **Restrictions on use:** No relevant information available.

· **Details of the supplier of the Safety Data Sheet**
· **Manufacturer/Supplier:**
This Stuff Works, Inc
7005 Luther Drive #3
Sacramento, CA 95823
Toll Free: 800-447-2334 (800-4GRAFFITI)
Phone: 510-783-5224
Fax: 510-783-5213

· **Emergency telephone number:**
ChemTel Inc.
(800)255-3924 (North America)
+1 (813)248-0585 (International)

2 Hazard(s) identification

· **Classification of the substance or mixture**
The product is not classified as hazardous according to the Globally Harmonized System (GHS).

· **Label elements**
· **GHS label elements** Not regulated.
· **Hazard pictograms:** Not regulated.
· **Signal word:** Not regulated.
· **Hazard statements:** Not regulated.
· **Precautionary statements:** Not regulated.

· **Other hazards** There are no other hazards not otherwise classified that have been identified.

3 Composition/information on ingredients

· **Chemical characterization: Mixtures**

· **Components:**

67-68-5	dimethyl sulfoxide	Flam. Liq. 4, H227	20-30%
68412-54-4	Nonylphenol, branched, ethoxylated		1-5%

· **Additional information:**
For the listed ingredient(s), the identity and/or exact percentage(s) are being withheld as a trade secret.
For the wording of the listed Hazard Statements, refer to section 16.

4 First-aid measures

· **Description of first aid measures**

(Cont'd. on page 2)

Safety Data Sheet

acc. to OSHA HCS (29CFR 1910.1200) and WHMIS 2015 Regulations

Printing date: January 17, 2019 Revision: January 17, 2019

Trade name: TSW2R Multi-Master

(Cont'd. of page 1)

· **After inhalation:**
Supply fresh air; consult doctor in case of complaints.
Provide oxygen treatment if affected person has difficulty breathing.
· **After skin contact:**
Immediately wash with water and soap and rinse thoroughly.
If skin irritation is experienced, consult a doctor.
· **After eye contact:**
Remove contact lenses if worn.
Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.
· **After swallowing:**
Rinse out mouth and then drink plenty of water.
Do not induce vomiting; immediately call for medical help.
· **Most important symptoms and effects, both acute and delayed:**
Slight irritant effect on eyes.
Slight irritant effect on skin and mucous membranes.
· **Indication of any immediate medical attention and special treatment needed:** Treat symptomatically.

5 Fire-fighting measures

· **Extinguishing media**
· **Suitable extinguishing agents:**
Carbon dioxide
Fire-extinguishing powder
Gaseous extinguishing agents
Foam
Water fog / haze
· **For safety reasons unsuitable extinguishing agents:** Water stream.
· **Special hazards arising from the substance or mixture**
Formation of toxic gases is possible during heating or in case of fire.
· **Advice for firefighters**
· **Protective equipment:**
Wear self-contained respiratory protective device.
Wear fully protective suit.

6 Accidental release measures

· **Personal precautions, protective equipment and emergency procedures**
Use personal protective equipment as required.
Ensure adequate ventilation.
· **Environmental precautions**
Do not allow to enter sewers/ surface or ground water.
Inform respective authorities in case of seepage into water course or sewage system.
· **Methods and material for containment and cleaning up**
Towel or mop up material and collect in a suitable container.
For larger spills, add sawdust, chalk or other inert binding material, then sweep up and discard.
Send for recovery or disposal in suitable receptacles.
· **Reference to other sections**
See Section 7 for information on safe handling.

(Cont'd. on page 3)

Safety Data Sheet

acc. to OSHA HCS (29CFR 1910.1200) and WHMIS 2015 Regulations

Printing date: January 17, 2019 Revision: January 17, 2019

Trade name: TSW2R Multi-Master

(Cont'd. of page 2)

See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

7 Handling and storage

· **Handling**
· **Precautions for safe handling:**
Use personal protective equipment as required.
Use only in well ventilated areas.
Take off contaminated clothing and wash it before reuse.

· **Conditions for safe storage, including any incompatibilities**
· **Requirements to be met by storerooms and receptacles:**
Store in cool, dry conditions in well sealed receptacles.
· **Information about storage in one common storage facility:** Store away from foodstuffs.
· **Specific end use(s)** No relevant information available.

8 Exposure controls/personal protection

· **Control parameters**

· **Components with limit values that require monitoring at the workplace:**	
67-68-5 dimethyl sulfoxide	
WEEL (USA)	Long-term value: 250 ppm

· **Exposure controls**
· **Engineering measures** Provide adequate ventilation.
· **General protective and hygienic measures:**
The usual precautionary measures for handling chemicals should be followed.
Keep away from foodstuffs, beverages and feed.
Immediately remove all soiled and contaminated clothing.
Wash hands before breaks and at the end of work.
Avoid contact with the eyes.
Avoid close or long term contact with the skin.
Avoid breathing mist, vapors, or spray.
· **Engineering controls:** No relevant information available.
· **Breathing equipment:** Use suitable respiratory protective device in case of insufficient ventilation.
· **Protection of hands:**


Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.
· **Eye protection:**


Safety glasses

Follow relevant national guidelines concerning the use of protective eyewear.

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· **Body protection:** Protective work clothing

· **Limitation and supervision of exposure into the environment**
No relevant information available.

· **Risk management measures** No relevant information available.

9 Physical and chemical properties

· **Information on basic physical and chemical properties**

· **Appearance:**	
Form:	Liquid
Color:	Clear
· **Odor:**	Mild
· **Odor threshold:**	Not determined.
· **pH-value:**	Not determined.
· **Melting point/Melting range:**	Not determined.
· **Boiling point/Boiling range:**	100 °C (212 °F)
· **Flash point:**	>94 °C (>201.2 °F)
· **Flammability (solid, gaseous):**	Not applicable.
· **Auto-ignition temperature:**	Not determined.
· **Decomposition temperature:**	Not determined.
· **Danger of explosion:**	Product does not present an explosion hazard.
· **Explosion limits**	
Lower:	Not determined.
Upper:	Not determined.
· **Oxidizing properties:**	Not determined.
· **Vapor pressure:**	Not determined.
· **Density:**	
Relative density:	1.0-1.1
Vapor density:	Not determined.
Evaporation rate:	Not determined.
· **Solubility in / Miscibility with**	
Water:	Emulsifiable.
· **Partition coefficient (n-octanol/water):**	Not determined.
· **Viscosity**	
Dynamic:	Not determined.
Kinematic:	Not determined.
· **Other information**	No relevant information available.

10 Stability and reactivity

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· **Reactivity:** No relevant information available.
· **Chemical stability:** Stable under normal temperatures and pressures.
· **Thermal decomposition / conditions to be avoided:**
No decomposition if used and stored according to specifications.
· **Possibility of hazardous reactions** No dangerous reactions known.
· **Conditions to avoid** Excessive heat.
· **Incompatible materials** No relevant information available.
· **Hazardous decomposition products**
Carbon monoxide and carbon dioxide
Nitrogen oxides

11 Toxicological information

· **Information on toxicological effects**
· **Acute toxicity:** Based on available data, the classification criteria are not met.

· **LD/LC50 values that are relevant for classification:**		
68412-54-4 Nonylphenol, branched, ethoxylated		
Oral	LD50	3550 mg/kg (rat)

· **Primary irritant effect:**
· **On the skin:** Based on available data, the classification criteria are not met.
· **On the eye:** Based on available data, the classification criteria are not met.
· **Sensitization:** Based on available data, the classification criteria are not met.

· **IARC (International Agency for Research on Cancer):**
None of the ingredients are listed.
· **NTP (National Toxicology Program):**
None of the ingredients are listed.
· **OSHA-Ca (Occupational Safety & Health Administration):**
None of the ingredients are listed.

· **Probable route(s) of exposure:**
Ingestion.
Inhalation.
Eye contact.
Skin contact.
· **Germ cell mutagenicity:** Based on available data, the classification criteria are not met.
· **Carcinogenicity:** Based on available data, the classification criteria are not met.
· **Reproductive toxicity:** Based on available data, the classification criteria are not met.
· **STOT-single exposure:** Based on available data, the classification criteria are not met.
· **STOT-repeated exposure:** Based on available data, the classification criteria are not met.
· **Aspiration hazard:** Based on available data, the classification criteria are not met.

12 Ecological information

· **Toxicity**
· **Aquatic toxicity**

(Cont'd. on page 6)

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Very toxic to aquatic life with long lasting effects.

68412-54-4 Nonylphenol, branched, ethoxylated	
LC50	0.136 mg/l (pimephales promelas)
EC50	0.148 mg/l (daphnia)

· **Persistence and degradability** No relevant information available.
· **Bioaccumulative potential:** No relevant information available.
· **Mobility in soil:** No relevant information available.
· **Additional ecological information**
· **General notes:**
Do not allow product to reach ground water, water course or sewage system, even in small quantities.
· **Results of PBT and vPvB assessment**
· **PBT:** Not applicable.
· **vPvB:** Not applicable.
· **Other adverse effects** No relevant information available.

13 Disposal considerations

· **Waste treatment methods**
· **Recommendation:**
The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes.

· **Uncleaned packagings**
· **Recommendation:** Disposal must be made according to official regulations.

14 Transport information

· **UN-Number**	
· **DOT**	Not regulated.
· **ADR/RID/ADN, IMDG, IATA**	UN3082
· **UN proper shipping name**	
· **DOT**	Not regulated.
· **ADR/RID/ADN, IMDG**	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (Nonylphenol, branched, ethoxylated)
· **IATA**	Environmentally hazardous substance, liquid, n.o.s. (Nonylphenol, branched, ethoxylated)
· **Transport hazard class(es)**	
· **DOT**	
· **Class**	Not regulated.

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· **ADR/RID/ADN** 	
· **Class**	9 (M6)
· **Label**	9
· **IMDG, IATA** 	
· **Class**	9
· **Label**	9
· **Packing group**	
· **DOT, ADR/RID/ADN, IMDG, IATA**	III
· **Environmental hazards**	
· **Marine pollutant:**	Yes Symbol (fish and tree)
· **Special precautions for user**	Warning: Miscellaneous dangerous substances and articles
· **Danger code (Kemler):**	90
· **EMS Number:**	F-A,S-F
· **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code**	Not applicable.
· **Transport/Additional information:**	Not regulated when carried in single or combination packaging containing a net quantity of 5 L or less for liquids or 5 kg or less for solids per the following: ADR: SP 375 IMDG: 2.10.2.7 IATA: special provision A197
· **DOT**	
· **Remarks:**	Transport labeling is not required for non-bulk single package shipments by motor vehicle, rail car or aircraft. Bulk packaging consists of a maximum capacity of greater than 450L (119 gallons) for a liquid and a maximum net mass greater than 400kg (882 pounds) for a solid.

15 Regulatory information

· **Safety, health and environmental regulations/legislation specific for the substance or mixture**

· **United States (USA)**

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· **SARA**

· **Section 302 (extremely hazardous substances):**
None of the ingredients are listed.
· **Section 355 (extremely hazardous substances):**
None of the ingredients are listed.
· **Section 313 (Specific toxic chemical listings):**
None of the ingredients are listed.
· **TSCA (Toxic Substances Control Act)**
All ingredients are listed.

· **Proposition 65 (California)**

· **Chemicals known to cause cancer:**
None of the ingredients are listed.
· **Chemicals known to cause developmental toxicity for females:**
None of the ingredients are listed.
· **Chemicals known to cause developmental toxicity for males:**
None of the ingredients are listed.
· **Chemicals known to cause developmental toxicity:**
None of the ingredients are listed.
· **EPA (Environmental Protection Agency):**
None of the ingredients are listed.
· **IARC (International Agency for Research on Cancer):**
None of the ingredients are listed.
· **Canadian Domestic Substances List (DSL) (Substances not listed.):**
All ingredients are listed.

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· **Abbreviations and acronyms:**
ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road
IMDG: International Maritime Code for Dangerous Goods
DOT: US Department of Transportation
IATA: International Air Transport Association
CAS: Chemical Abstracts Service (division of the American Chemical Society)
LC50: Lethal concentration, 50 percent
LD50: Lethal dose, 50 percent
PBT: Persistant, Bio-accumulable, Toxic
vPvB: very Persistent and very Bioaccumulative
OSHA: Occupational Safety & Health Administration
Flam. Liq. 4: Flammable liquids – Category 4

· **Sources**
Website, European Chemicals Agency (echa.europa.eu)
Website, US EPA Substance Registry Services (ofmpub.epa.gov/sor internet/registry/substreg/home/overview/home.do)

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Website, Chemical Abstracts Registry, American Chemical Society (www.cas.org)
Patty's Industrial Hygiene, 6th ed., Rose, Vernon, ed. ISBN: 978-0-470-07488-6
Casarett and Doull's Toxicology: The Basic Science of Poisons, 8th Ed., Klaasen, Curtis D., ed., ISBN: 978-0-07-176923-5.
Safety Data Sheets, Individual Manufacturers

SDS Prepared by:
ChemTel Inc.
1305 North Florida Avenue
Tampa, Florida USA 33602-2902
Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573
Website: www.chemtelinc.com

Qualifications & Experience
Key Personnel
Organizational Chart
Employee Certifications
References

KRYSTAL
COMPANIES

Company Experience & Qualifications

Krystal Companies, LLC (d.b.a. Krystal Klean) is a cleaning and coating small business company that serves the southeastern United States. Our home office is located in Jacksonville, FL. We have been in business since 2001 and we currently have 47 employees. We provide a variety of coating, painting and cleaning services like pressure washing, soft washing, waterproofing, window washing, high-industrial dusting, corrosion control, painting, caulking, sealing, tuck-pointing, masonry repairs, sealing and overall building restoration needs.

Krystal Klean maintains over 1,000 individual locations per year. We manage large quantities of work orders in an efficient manner. Around 40% of our work force works the night shift making it easier for us to get high traffic areas such as airports, college campuses, school districts, hospitals, industrial complexes, and office buildings.

We have high retention of our core employees and can ramp up and down for large projects as needed. We are a small company that can offer competitive rates and also large enough to handle large coating projects.

Project Management
Krystal Klean's project management approach provides clear tasks, schedules and techniques to meet project objectives, both on-time and on-budget. Krystal Klean's approach provides effective project execution, resource utilization and industry standards of safety. Each project is provided a written scope and estimate, written schedule with both a work and safety plan, daily work and safety reports filled out by crew members and available to the facilities upon request, monthly safety audits and regular communication with facility managers to keep ahead of expected needs.

Each project has a project manager, and supervisor assigned to it with daily reports coming from the supervisor. We have written a program that allows us to electronically receive and sort daily reports filled out by supervisors at the end of each shift, so that any job issues are known immediately and communicate with facility managers. Project managers receive these daily from each crew. This includes forms filled out and required by OSHA for safety audits, daily lift and truck inspections, ladder inspections among other reported items, so that each crew is compliant and monitored for safety.

Division leaders do a required random monthly safety audit on their crews. We maintain a highly organized fleet of around 30 vehicles so can operate in multiple locations and typically have projects running in multiple states on a regular basis.

Krystal Klean is a fully Certified Building Contractor in the state of Florida. We are a genuine leader in the building maintenance and restoration industry. At Krystal Klean we strive to be the premier building solution provider for Commercial and Industrial clients nationally, setting industry standards for quality and innovation, while creating a work environment that employees can thrive.

KRYSTAL
COMPANIES

Key Personnel

Our staff is comprised of approximately 47 people with job categories consisting of general manager, account manager, division leader, project manager, crew leader, quality control specialist, dispatcher, supervisor and technician.

All crew members have OSHA 10-hour certification and division leaders maintain OSHA 30-hour certification. All employees are OSHA HAZWOPER trained and we are also EPA-compliant and first-aid/CPR certified. All personnel wear reflective, high visibility safety clothing. Safety barricades and suitable signage are used to outline the work area. We maintain a highly organized fleet of over 30 vehicles so we can operate multiple projects in various locations on a regular basis.

Our teams receive extensive training for work at heights with swing stage scaffolding, rope descent systems (RDS) and man lifts and are specialized in working at hard-to-access areas in many facilities. Training is provided both in-house and off-site through seminars and/or webinars. Our crew members also get comprehensive training courses from manufacturers like Genie and JLG. We perform safety inspections and are fully licensed and insured.

Each project has a project manager and supervisor assigned to it with daily reports coming from the supervisor. We have written a program that allows us to electronically receive and sort daily reports filled out by supervisors at the end of each shift, so that any job issues are known immediately and communicate with facility managers. Project managers receive these daily from each crew. This includes forms filled out and required by OSHA for safety audits, daily lift and truck inspections, ladder inspections among other reported items, so that each crew is compliant and monitored for safety. We give extensive cross-training to our employees required for multiple sites.

Management Resumes

Jeremy Morgan, Owner and Quality Control

Mr. Jeremy Morgan, client manager and co-founder, is trained in business contracting and blueprint reading. Mr. Morgan is an effective business developer and client relations manager and has served on the boards of several organizations including the Building Owners and Managers Association and the International Window Cleaning Association (IWCA).

Mr. Morgan grew up working in the coating business. He worked as a laborer, advanced to supervisor and took over managing his own projects at the age of fifteen (15). He brought efficiencies to the painting business by his management style and successfully lead Krystal Klean from painting one house to painting one to two homes daily.

He also successfully ran a sand blasting coating project for the US Navy valued at over $700K and continues to do over $250K worth of work for the US Navy as a subcontractor to Fluor and Metson Marine Services. He ran a $450K coating and waterproofing project for Allstate Insurance and has maintained his ongoing account since 2013.

Edward Sebald, General Manager

Mr. Edward Sebald is Krystal Klean's General Manager. With over 24 years of experience serving as a business unit manager to production superintendent to plant manager to director of manufacturing to director of operations for various corporations in Missouri and Tennessee Mr. Sebald today serves as our General Manager. He has been with Krystal Klean for the past several years. He brings a wealth of experience in technical and operations management, positive productivity, strategic concepts, budgeting and industrial engineering. He runs our daily crews with streamlined efficiency and productivity. Mr. Sebald has degrees in both Business and Management and a Master's of Industrial Technology from the University of Central Missouri.

Jake Stenson, Quality and Sales Manager

As our newest Quality and Sales Manager of Krystal Klean's Industrial and Commercial accounts Mr. Jake Stenson oversees the entire operation - from the estimating process to the completion of the job. He has over five years of working in the general contracting industry with local Jacksonville-based contractors. He has impressive experience with consulting, project management and forecasting, scheduling, budgeting and commercial development. He's avalue-add to our team and he is dedicated to his clients and his crews. He's detail-oriented and quick to find solutions to any problems that may arise during a project.

Ryan Lowe, Sales Operations Manager

Mr. Ryan Lowe has over twelve years industry experience as a building contractor, specializing in exterior building envelope maintenance and restoration. He worked up from an hourly technician, to a crew leader, to a division manager, and now manages 5-6 projects at a time. His capabilities include creating cost estimates for capital improvement projects and ongoing maintenance programs for waterproofing, caulking, stucco repair, painting, sealing, tuck-pointing, masonry, elevated industrial cleaning, and pressure washing services. Competent in designing safe access plans for high liability locations. Mr. Lowe holds the QC designation for quality control, issued by Army corp of engineers. He currently works with UNF and FSCJ on our ongoing contracts and various jobs. Some of his key past projects with Krystal Klean worth noting are:

Jacksonville Aviation Authority: Awarded contract to soft wash entire airport concourse roof on a constricted schedule, coordinating with Airside Operations to execute service between flights.

Interline Brands (Home Depot): Managed waterproofing restoration service to remove & replace failed caulk joints around window perimeters, roof extrusions, and glazing to their office.

Nassau County Historic Courthouse: Coordinated project schedule and execution of exterior brick restoration to replace failed tuck-pointing and apply industrial-grade sealant.

Pepsi Bottling Company: Awarded and oversaw contract to waterproof and paint the entire exterior building envelope while coordinating execution with plant logistics

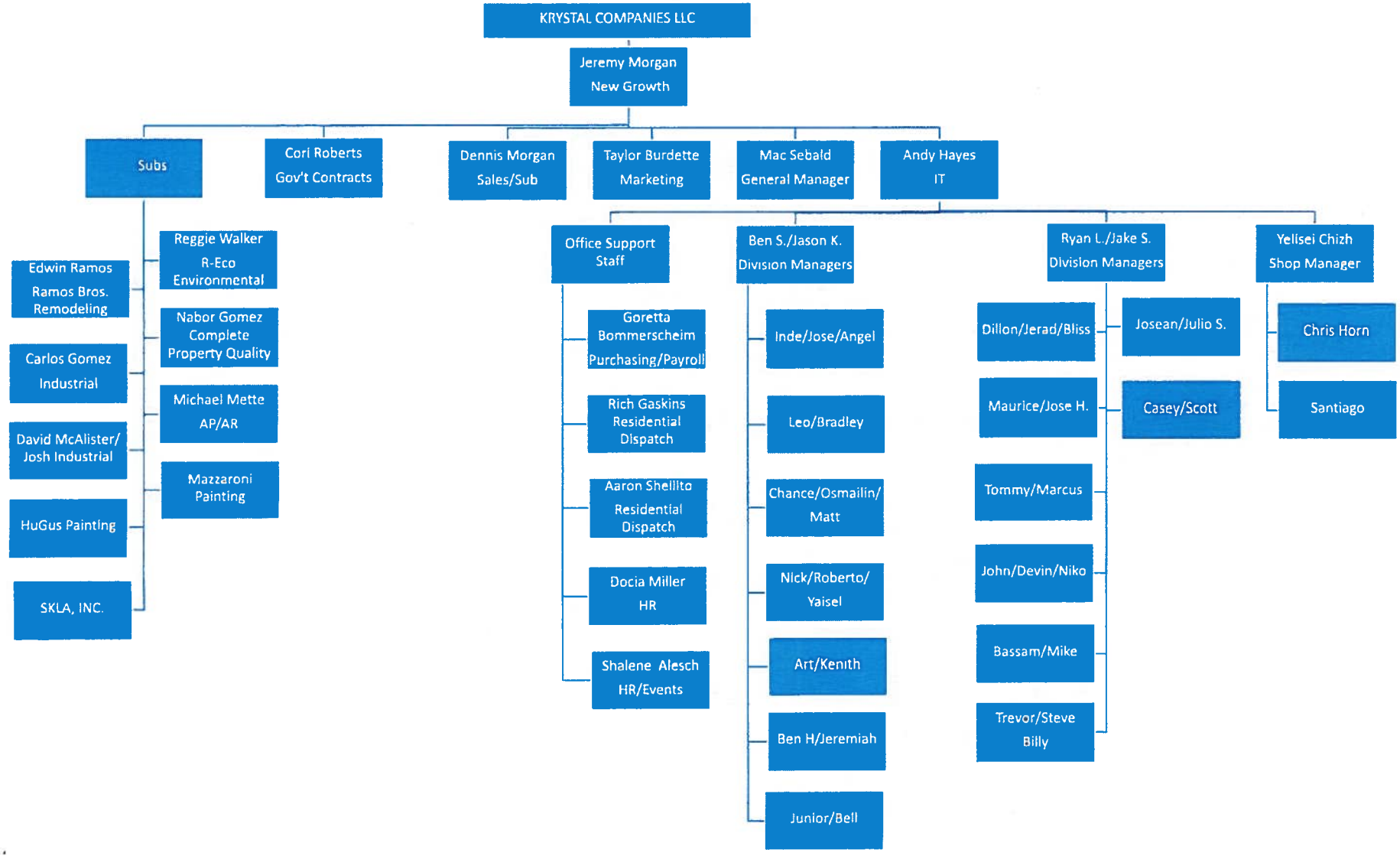
Northrop Grumman Aerospace: Managed multiple projects over 5 years to include cleaning, waterproofing, painting, and industrial elevated cleaning, on tight timelines while complying with strict environmental, health, and safety compliance standards

Johnson & Johnson: Emergency response contractor for same-day service. Annual contracts include exterior pressure washing, painting, waterproofing, high dusting, and asphalt striping

Jacksonville Electric Authority: Managed dozens of projects including corrosion control and industrial coating on water treatment plants, waste water plants, and restoration of building envelope on their 19 story headquarters.

KRYSTAL KLEAN ORGANIZATIONAL CHART

Date Created: 10/28/2015
Expires/To Be Updated: As Needed
Last Update: 6/02/2020
Signed: _____



EMPLOYEE ID'S AND CERTIFICATIONS

Date Created +/- 06/2013
Update: As Needed
Last Updated:2/12/2020
Signature: _____

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	Employee's Name	Current Title	Past Related Work Experience	Years with Krystal Klean	Bird Check	CPR/ 1st Aid/ AED	Driver Safety Exp Date	Fire Safety	Haz - Waste Com-pliance	Lead Paint Safety Review	Lead Paint Certified	Lift Aerial &Scissor	Lift Forklift	Forklift, Class 7 Train the Trainer	Aerial & Scissor Lift Train the Trainer	OSHA 10 Card	OSHA 30 Card	Respira-tor Medical	Respira-tor Fit	Const. Scaffold Safety	Swing - stage RDS
2	Bell, James	Window & Pressure Washer	Machine Operator and pressure washers	4.5	Oct'17	Apr'21	Jan'20	Apr'20	Aug'16	Jul'19		Nov'21				Jan'17		Jul'15	Aug'20		
3	Bowles, Jeramiah	Window & Pressure Washer	nothing on file	1.5	Sep'18	Apr'21		Apr'20				Nov'21						Aug'19			
4	Chance, Michael	Crew Leader	Pressure washer, painter, lift operator	4	Oct'17	Apr'21	Mar'19	Apr'20	Aug'16	Jul'19		Jan'22				Jan'17		Nov'15	Aug'20		
5	Chizh, Yelisei	Shop Manager, Mechanic		4.5	Sep'15	Apr'21	Jan'20	Apr'20	Aug'16	Jul'19		Aug'19	Aug'19	Dec'21	Nov'15	Jan'17		Aug'16	Jul'19		
6	Diaz, Santiago	Shop Technician	Santiago worked in Maintenance with JEA. Prior history unknown.	10	Dec'19	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21	Aug'20			Nov'12		Feb'13			
7	Duran, Leonardo	Crew Leader	truck dirver, forklift driver	3	Oct'17	Apr'21	Feb'21	Apr'20		Jul'19		Aug'20						Jul'17	Aug'20		
8	Esteva Delgado, Jose	Window & Pressure Washer	nothing on file	7	Nov'16	Apr'21	Feb'19	Apr'20		Jul'19		Nov'21				na		Jul'16	Aug'20		
9	Griffin, Tommy	Crew Leader	nothing on file	5	Oct'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				Nov'12	Nov'17	Mar'13	Aug'20		
10	Horn, Chris	Shop Mechanic	Class A truck driver for rental company	5	Oct'17	Apr'21	Feb'21	Apr'20	Aug'16	Jul'19		Aug'19	Jan'22	Dec'21	Dec'18	Fev'20					
11	Huebert, Benjamin	Crew Leader	nothing on file	6	Oct'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				Feb'15		Feb'14	Aug'20		
12	Kirbo, Casey	Crew Leader	nothing on file	6	Apr'19	Jul'19	Feb'19	Apr'20		Jul'19		Jan'22				May '15		Mar'14	Aug'20		
13	Krynock, Jason	Crew Leader	Jason worked in construction field for several years prior to coming here.	12	Oct'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19	Jun '20	Nov'21	Jan'20			Nov'12		Jun'13	Aug'20		
14	Lee, Maurice	Crew Leader	nothing on file	1	Mar'19	Apr'21		Apr'20		Jun'19		Nov'21					Nov'17	Oct'18	Aug'20		
15	Mardini, Bassam	Crew Leader	Restaurant Owner many years (exp. All areas)	7	Nov'15	Apr'21	Feb'19	Apr'20		Jul'19		Nov'21				Feb'15	Jan'17	Jul'14	Aug'20	Jun'18	Jun'18
16	Marrero de Leon, Roberto	Window & Pressure Washer	nothing on file	8	Oct'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				May'13		May'13	Aug'20		
17	Mays, Trevor	Crew Leader	Painter, lead paint, sandblaster	2	Sep'17	Apr'21	Feb'21	Apr'20		Jul'19		Apr'20				Nov'13	Jul'18	Jul'17	Aug'20	Jun'18	Jun'18
18	Medina- Ceballos, Bradley	Window & Pressure Washer	Landscaping	1.5	Sep'18			Apr'20		Jul'19		Jan'22							Aug'20		
19	Miller, Jeffrey	Crew Leader	Landscaping	5	Dec'15		Feb'19	Jun'19		Jul'19	Dec'22	May'22				Oct'11		Jul'19	Jul'19		Sep'12
20	Pena-Suero, Osmailin	Window & Pressure Washer	nothing on file	5	Oct'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Jan'22				na		Mar'15	Aug'20		
21	Persful, Dillon	Crew Leader	Heavy Eqipment operator	7	Nov'15	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				Feb'15		Apr'14	Aug'20	Jun'18	Jun'18
22	Ramos, Eleuterio	Crew Leader	nothing on file	12	Apr'15	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				Nov'12		May'13	Aug'20		
23	Rodriguez Acosta, Josean	Crew Leader	nothing on file	5.5	Nov'14	Apr'21	Jan'20	Apr'20		Jul'19		Jan'22				Jan'17		Jun'14	Aug'20		
24	Ross, Scott	Window & Pressure Washer	Shipyard Competent Person, Forklift driver, paint tanks	1	Mar'19	Apr'21		Apr'20				Jan'22				exp6/22		Jan'19	Aug'20		
25	Thomas, Nick	Crew Leader	Ice Factory Supervisor, machine repair, pool maint.	7	Oct'17	Apr'21	Feb'19	Apr'20		Jul'19		Nov'21				May'13		May'13	Aug'20		
26	Washington, Steve	Window & Pressure Washer	Painter, marine painter, laborer	0.8	Apr'19	Apr'21		Apr'20				Jan'22				exp Jun'19		Aug'20	Aug'20	May'19	
27	Wilson, Artavius	Crew Leader	nothing on file	3	Jan'17	Apr'21	Jan'20	Apr'20		Jul'19		Nov'21				Jan'17		Jul'17	Aug'20		
28	Management																				
29	zLowe, Ryan	Division Manager/QC	Ryan worked in the window cleaning and pressure washing field over 12 years. Has Assoc. degree.	10	Mar'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Jan'22	Feb'22			Nov'12	Aug'15	Jul'13		Jun'18	Jun '18
30	zMorgan, Anthony	Operation Manager/Safety	Tony has worked in cleaning and coating field for over 26 years. Building Contractor License	17	Mar'17	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				Nov'12	Oct '17	Jul '15		Jun'18	Jun'18
31	zMorgan, Jeremy	Sales, Quality Manager	Jeremy has worked in cleaning and coating field for over 27 years	18	May'18	Apr'21	Feb'19	Apr'20	Inst.	Jul'19		Dec'21				Nov'12		Jun'13			
32	zSteffens, Ben	Division Manager	Ben worked in construction sales and management. Holds Bachelors degree Business Administration.	12	Nov'08	Apr'21	Feb'19	Apr'20	Aug'16	Jul'19		Nov'21				Nov'12		Jun'13		Jun'18	Jun'18
33	Frequency				As needed	2 yr	3 yr	Annual	As needed	As needed	2 yr	3 yrs	3 yrs	Never Expires	Never expires	One time	One time	One time	Annual Due Date		3 yrs

KRYSTAL
COMPANIES

References in Alphabetical Order; Updated 4/2020

Anheuser Busch
111 Busch Drive
Jacksonville, FL 32218
Richard Chapman
(904) 751-0700
richard.chapman@anheuser-busch.com

Details: We cleaned the brewery (7-stories) and coated/painted parking lots, window cleaning, and pressure washed the roads and loading bays. We were cleaning and coating in high traffic areas as this facility runs 24 hours a day. Much care was needed to execute cleaning and coating without affecting the bottling operations. We have completed multiple projects for this customer to include work at their Virginia plant. Work also included the inspection of surface condition and repair of these surfaces. Cost of this particular project was $60K and completed in 2015.

City of St. Augustine
75 King Street
St. Augustine, FL 32085
Marcus Pinson
904-823-2204
mpinson@citystaug.com

Details: We performed the following services for their water treatment plants: hydro-blasting, industrial painting, coating and cleaning of the cities water clarifiers, storage tanks, chemical holding tanks, finished water tanks and metal structures. Project costs were $40K and completed from 2017-2018.

Florida Department of Health/ Clay County Health Department
1305 Idlewild Avenue
Green Cove Springs, FL 32043
Troy Biddle
904-529-2880 or 904-497-3265
Troy.biddle@flhealth.gov

Details: Prepped and painted all interior rooms in Buildings A and D at the Florida Department of Health Clay County Health Department. Building A was approximately 9000 sq. ft. and Building D was approximately 2500 sq. ft. Awarded February 2019, completed March 2019 and project cost was $41,575.

Florida State College of Jacksonville
11901 Beach Blvd.
Jacksonville, FL 32246
Philip Mitchell
904-646-2417
pmitchel@fscj.edu

Details: We have worked with them for over 15 years at all of their campus locations here in Jacksonville under competitively bid contracts. Work is completed at nights, weekends, or during college breaks. From emergency services (cleaning campus prior to a presidential visit) to scheduled painting, cleaning, caulking, steam cleaning tile and flooring…we have done over $1.5M of contracted work with FSCJ. In March 2020 we were awarded an additional 5-year pressure washing & window cleaning job order contract with this university.

Hess/Bought by Buckeye
2617 Zoo Parkway
Jacksonville, FL 32226
Mike Agana
904-570-6575
magana@buckeye.com

Details: We coated exterior surfaces of pipes and water tanks and fuel tanks in fuel terminals. In addition, the scope of other jobs have performed for them at their Charlotte, Tampa and Jacksonville locations are services like: cleaning and corrosion control, re-coat rust inhibitor, epoxy intermediate coating and top coat high solids urethane. Jacksonville location required TWIC security clearance. Ongoing client since 2009 and projects costs have been nearly $200K in total sales.

Jacksonville Aviation Authority
2400 Yankee Clipper Drive
Jacksonville, FL 32218
John Adams
904-226-5003
john.adams@flyjacksonville.com

Details: Pressure washed and removed all loose or impregnated soils, oils, residue, gum from the arriving flights roadway in May 2018 and on the concourse room in October 2018 at the JIA. Coordinated with Airside Operations to execute service between flights. Blocked drains to prevent wastewater intrusion.

Jacksonville Electric Authority
21 West Church Street
Jacksonville, FL 32259
Chris Crane
904-813-9844
cranct@jea.com

Details: Restoration of a 19-story building to include pressure washing, window cleaning, tuck-pointing, caulking, corrosion control, industrial coating, painting and waterproofing. We have coated and repaired multiple locations for JEA over the years to include 20 locations in 2018 involving corrosion control, industrial coatings, cleaning, painting and waterproofing of lift stations, pipe and pumps, water storage tanks, floor coatings and other surfaces. Annual costs from 2017 to 2018 were $585K.

Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202
Johnny Halman
904-576-9826
jhalman@jtafla.com

Details: In April 2020 we were awarded a multi-year commercial exterior window cleaning and hot pressure washing services of their sidewalks, buildings, all applicable JTA property in Jacksonville.

Lake County School Board
29529 CR 561
Tavares, FL 32778
Calvin Wingo
WingoC@lake.k12.fl.us
352-253-6842
William Eubanks
352-536-8004
EubanksW@lake.k12.fl.us

Details: We were awarded a multi-year painting and pressure washing labor service contract with this school district in August 2019. We are contracted to service all of their school buildings for painting and pressure washing needs. To date we have completed several large projects, namely a lead encapsulation/waterproofing job at Tavares High School that included cleaning exterior surfaces, encapsulating lead paint, replacing window sealants, sloping horizontal surfaces with tamspatch concrete patching system and applying PPG water proofer intermediate coat and self-cleaning top coat. Costs are around $100K and job ran from January 2020 to February 2020.

Northrop Grumman (4-M)
5000 US 1
St. Augustine, FL 32095
Marc DiMarzo
(904) 355-2741
mdimarzo@4-m.com

Details: Work takes place at controlled secure site in St. Augustine, FL. We performed the following services for buildings, metal structures, airplane hangars and tanks: high pressure cleaning, water reclamation, corrosion control, industrial coatings and high cleaning of their tanks, hangars and buildings. We also performed over 300,000 sq. ft. of dusting a 100 airplane assembly hangar and high dusted a multitude of other buildings where the high dusting totaled over 1M sq. ft. 2017-2018 annual project costs were $525K.

Pepsi Bottling Company
5829 Pepsi Place
Jacksonville, FL 32216
Brad Losego
904-504-8831
brad.losego@pepsico.com
Details: Waterproofed and painted entire exterior building envelope while coordinating execution with plant logistics. Warehouse was 2 stories and approximately 250,000 square feet. Cost was $150K and completed May 2018.

Ring Power Corporation
3400 NW 77th Court
Miami, FL 33122
Dennis Steed
(904) 545-1185
dennis.steed@hotmail.com

Details: We repaired and coated the exterior of a Miami warehouse (2 stories), showroom and office facility. We repaired block walls, restored stucco, caulked and painted interior and exterior surfaces. We also coated the warehouse roof. We have also coated multiple sites for this customer on the east coast as far as New Jersey. Work also included both low and high pressure washing, including preparation for coating of surfaces, inspection of surfaces for penetrations, and performed necessary repairs, etc. We also provided window cleaning on 70' foot commercial building. Miami warehouse project costs were $95K and completed in 2015.

St. Johns County School District
40 Orange Street
St. Augustine, FL 32084
Brett Butler (Landrum Middle School Facility Director)
904-547-8412
butlerb@stjohns.k12.fl.us

Details: Krystal Klean has worked with St. John's County Schools for several years under competitively-bid contracts for window cleaning, pressure washing, painting, and waterproofing. Purchasing departments for other state, municipality, and government entities have successfully "piggybacked" these competitively-bid contracts given their value. Krystal Klean currently is performing over $100,000 in painting services for multiple schools during summer of 2018. Project for Landrum Middle School (contact above) is $40,000 for interior painting. We strive to meet the expectations of each individual building or school manager and operate at a high level of service and quality for this customer.

US Naval Air Station Mayport, Jacksonville
Harbor Operations Command
Bob Novotny
bob.novotny@navy.mil

Details: Disassembled, modified, blasted, painted and reassembled 11 boats; multiple oil response rigs, multiple shipping containers; tanker trucks, Costs were around $1M; 2009

University of Florida
971 Elmore Drive
Gainesville, FL 32611
Chad Worley
352-494-1634
cworley@ufsa.ufl.edu

Details: We have worked with UF for nearly 10 years. From tuck-pointing to brick restoration, masonry, painting, cleaning, caulking, window cleaning, pressure washing parking garages…we have done over $500K of contracted work with UF. We are currently in year 2 of a 5-year unit cost painting contract with UF and are working to restore most of their housing buildings. We also have a 5-year unit cost campus-wide parking garage pressure cleaning contract with UF that covers cleaning 14 multi-level parking garages with over 1,000,000 square feet.

University of Florida; Beaty Towers 2
11 Beaty Towers
Gainesville, FL 32612
Hans Pfalzgraf
352-284-3949
hansp@housing.ufl.edu, hpfalzgraf@ufsa.ufl.edu

Details: Waterproofing, concrete restoration, caulking, cementitious coating, tuck-pointing and brick replacement on the North and South side of Beaty Tower 2 (student housing) building; 14-story precast and brick building. Work took place during campus summer break - 5/2019 to 6/2019. Cost was $523K.

University of Florida; UF Health Building
653-2 West 8th Street
Jacksonville, FL 32209
Richard Morgan
904-244-3753
richard.morgan@jax.ufl.edu

Details: We replaced expansion joints, window glazing, repaired stucco and waterproofed the exterior of their Jacksonville medical building. This is a high traffic building that's approximately 100,000 square feet. This project was completed in 2016 and costs were $57,625.

University of North Florida
1 UNF Drive
Jacksonville, FL 32224
Mike Maroney
904-955-4051
mmaroney@unf.edu

Details: We have also worked with them for over 15 years at the various locations across campus. Cleaning, painting and waterproofing parking garages, stadiums, various buildings, warehouse restoration after a fire…we have done over $1M of contracted work with UNF.

W-9
Insurance Certificates

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Krystal Companies LLC

2 Business name/disregarded entity name, if different from above
dba Krystal Klean

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 51289

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville Beach, FL 32240

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 6 - 4 6 6 0 9 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jerry Morgan Date ▶ 10/1/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GHG Insurance
1000 Riverside Ave., Suite 500
Jacksonville FL 32204

CONTACT NAME: Branda Popham
PHONE (A/C, No, Ext): 904-421-8604 FAX (A/C, No): 904-421-8601
E-MAIL ADDRESS: bpopham@ghgins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Allstate Insurance Company	19232
INSURER C : GuideOne National Insurance Company	14167
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KRYSCOM-01
Krystal Companies, LLC dba Krystal Klean
P.O. Box 52189
Jacksonville FL 32240-1289

COVERAGES CERTIFICATE NUMBER: 744203826 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP 0506361	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			648829111	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP 0506361	10/1/2019	10/1/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Pollution Liability			ENV56200099701	1/30/2020	1/30/2021	Pollution Liability	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

Date 12/11/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A	**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.		WC 71949	01/01/2020	01/01/2021	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other: **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 80-90-019

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Krystal Companies, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name: FOR BID PURPOSE

ISSUE 12-31-12 (JG) / Reissued 12/9/13 (SH) REISSUE 01-23-14 (EP). REISSUE 12-18-18(SS)

Begin Date: 11/12/2010

CERTIFICATE HOLDER

KRYSTAL COMPANIES, LLC

PO BOX 51289
JACKSONVILLE BEACH, FL 32240

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

JACKSONVILLE BEACH

BEACHES ENERGY SERVICES

Beaches Energy
Services
1460-A Shetter Ave
Jacksonville Beach
FL 32250
Phone: 904.247.6281

www.beachesenergy.com

MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Allen Putnam, Director, Beaches Energy Services

SUBJECT: Beaches Energy Services Supervisory Control and Data Acquisition (SCADA) Server Upgrade (Hardware and Software)

DATE: August 31, 2020

BACKGROUND

Supervisory Control and Data Acquisition (SCADA) is a system for remote monitoring and control that operates with coded signals over communication channels (using typically one communication channel per remote station). It is the type of computer-based system that allows users to be aware of the current status of the Beaches Energy Services (BES) Transmission and Distribution System for power supply and delivery of power to our customers. The current SCADA System hardware and software were installed in 2008 and will be out of warranty in the near future. In addition, support has been difficult at times because the software used by BES is several versions behind what is currently available.

The current vendor for the SCADA system is Advanced Control Systems (ACS) and is sole source for any hardware or software upgrades. This upgrade complies with all current North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards. Funding for this expenditure was included in the Beaches Energy FY2020 CIP, the funds will be spent from the following account: 410-12-1212-531-64-564002 E20S02.

REQUESTED ACTION

Approve/Disapprove a purchase order in the amount of $158,346 with a 20% contingency for a total of $190,015.20 to fund the upgrade of our Advanced Control Systems Supervisory Control and Data Acquisition System hardware and software.

Sole Source Request

Pursuant to Section VII and XII of the City of Jacksonville Beach Purchasing Manual, when requesting a sole source purchase from a vendor, please complete this form to justify your request and submit to the Property and Procurement Division with applicable attachments.

"Sole Source items are any materials, supplies, or services that can only be obtained from one vendor or manufacturer, eliminating any possibility of securing a second competitive quote.

When it is determined that certain materials, supplies, or services are only available from a sole source, every effort must be made by the Department to secure documentation of sole source availability from the supplier, vendor, or manufacturer."

Requesting agency (Department/Division): Beaches Energy Services - Operations

Name of Vendor or Supplier: Advanced Control Systems (ACS)

Amount of purchase/project (attach quote): $158,346

Provide a summary (brief description) of the scope of goods/services to be provided and detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended sole source provider:
Supervisory Control and Data Acquisition (SCADA) hardware and software upgrade to current version and to bring into warranty compliance.

Assert that you have researched the availability of the requested goods/services from other sources in applicable markets and have discussed and evaluated the same with COJB's property and procurement division (attach sole source letter – signed, on company letterhead):
I assert that I have researched the availability of the requested goods/services from other sources in applicable markets and have discussed and evaluated the same with COJBs property and procurement division.

Submitted by: Kevin Stewart (Name) System Ops Supervisor (Title)

Date: August 31. 2020

Requesting Agency Director's Signature: Allen L Putnam

Property and Procurement Approval:

Any purchase in excess of the $25,000 Bid Threshold Amount must have prior City Council approval or must be approved and signed by the City Manager

City Manager: Michael J Staffopoulos 9-1-2020 (Date)

minsait ACS An Indra company

August 31, 2020

Kevin Stewart
Beaches Energy Services
1460 Shetter Ave,
Jacksonville, FL 32250

Re: ACS PRISM Upgrade

Dear Mr. Stewart:

We appreciate your request to purchase your PRISM Upgrade for the existing Minsait-ACS systems currently installed at Beaches Energy Services. PRISM is manufactured, sold and distributed exclusively by Minsait-ACS, and Indra Company.

Minsait-ACS maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no agents or dealers authorized to resale these products.

Minsait-ACS warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price through Minsait-ACS for the above-named systems because of exclusive distribution and marketing rights. PRISM systems are sole sourced to Minsait-ACS.

Thank you again for your request and your interest in and support of Minsait-ACS, our products and services. Please do not hesitate to contact us.

Best regards,

Kurt A. Nolte
Sales Director
kurt.nolte@ascpower.com
Minsait-ACS, an Indra Company

minsait ACS

An Indra company

August 31, 2020

To: **Beaches Energy Services**
1460 Shetter Avenue
Jacksonville Beach, FL 32250

Attn: **Kevin Stewart**
(904) 386-6310
kstewart@beachesenergy.com

Offer Number: PR-2008-5518
Description: PRISM System Upgrade

Dear Mr. Stewart,

Minsait ACS is pleased to present to Beaches Energy Services this revised offer to perform an upgrade of your PRISM system to our newest release of the core software, PRISM 11, as well an option for an interface to the existing OMS system.

Our records indicate that your current system is running PRISM 10. To continue to effectively support your system and ensure that you have the latest features and performance capability that Minsait ACS has to offer; it is important that you consider a PRISM upgrade currently.

PRISM 11 is Minsait ACS' first true 64-bit version of our system software. This affords many advantages over your existing software, but chief among them is the increased system performance – including the ability to process 10x more database changes/sec than prior version. The new release also provides enhanced alarm/event functionality and security features, among other improvements. You can find details on the changes made in the accompanying documentation.

If you have any questions regarding this proposal, please let me know.

Sincerely,

Kurt Nolte
Sales Director
(678) 591-1898
kurt.nolte@acspower.com

minsait ACS

An Indra company

Beaches Energy Services

PRISM System Upgrade

Firm Offer

Offer No.: PR-2008-5518

Rev.: 07

Date.: August 31, 2020

Originated by: Matt Roberts

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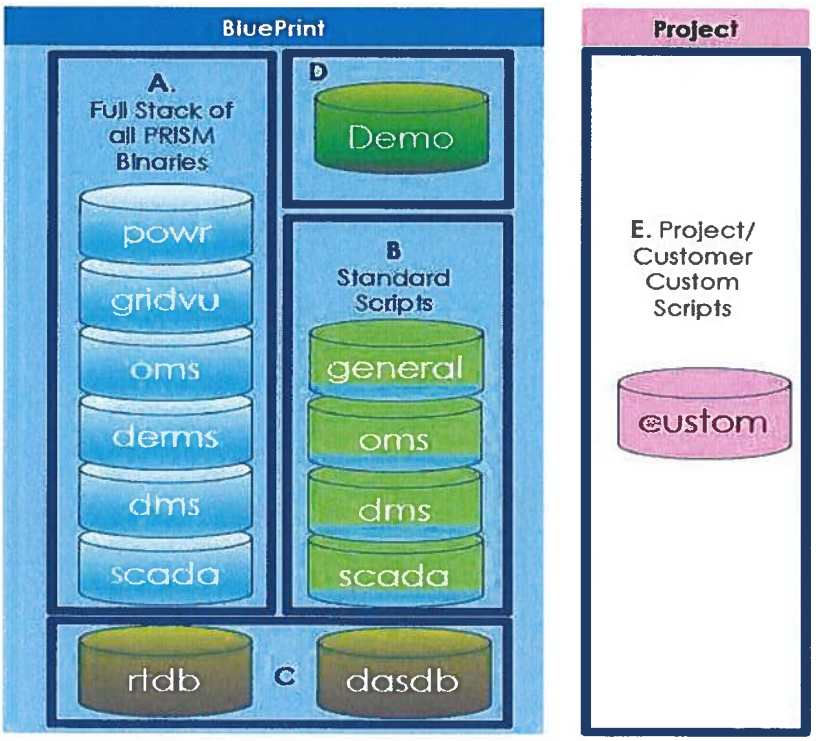
1 Introduction

Minsait ACS is pleased to present this offer in response to your request for the upgrade of the existing PRISM system. With this upgrade, Beaches Energy Services will receive Minsait ACS' newest PRISM system. With this latest release of PRISM, we include our new BluePrint Methodology.

The BluePrint is a new delivery methodology in which software for Minsait ACS applications will already reside on each system that is delivered. This step allows Minsait ACS and its customers to be confident that the correct software is installed on each system in a standard way. From here each customer will have their software configured appropriately for the needs of their system and consumers. For customers who may have custom applications or customs changes that differentiate it from a standard delivery, these customizations will be implemented under specific Custom folders already located in the standard delivery model. Also included in the BluePrint methodology is the ever-current system, which means that Minsait ACS will be releasing application updates for Red Hat and PRISM applications on a periodic basis to be sure each customer is running the latest and greatest of our software.



We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

2 Solution Description

PRISM 11 has been designed with enhanced processing capabilities and expanded capacities to meet your needs. The PRISM system upgrade will help you be more agile and responsive when it comes to effectively managing the electrical network and infrastructure as shown below:

	PRISM 10	PRISM 11
Performance (RTDB changes/sec)	5,000	50,000
Max. Number of Stations Points / Category	10,000	100,000
Control Queue - Buffer Size	512	5,000
Max. Number of Graphical Operator Interface (GOI) Windows	160	300

Following are the primary benefits this upgrade will provide to your system:

- **Improved system performance and speed**: During a major storm or other outage event, your system must be able to perform at its best. Previous versions of PRISM processed real-time information at a maximum rate of 5,000 database changes/second. The upgraded PRISM will increase the processing capability tenfold, enabling your system to process up to 50,000 network events per second in order to deliver mission-critical performance.

- **Increased platform for system expansion**: With the proliferation of IEDs and other automated devices and sensors being deployed on today's grid, a modern automation system requires almost unlimited expansion capability. The upgraded system will now support up to 100,000 stations with up to 100,000 points per category.

- **Enhanced alarm/event functionality:** The upgraded PRISM system will include many new features and enhancements to improve ease-of-use for operators.

- **Expanded reporting functionalities:** New functionalities have been added in Greport, the reporting tool accessed via the PRISM GOI, to enhance its capabilities. The upgraded PRISM system has an integrated spreadsheet-based reporting tool, LibreOffice incorporating more features and improvements than the previous OpenOffice.

- **Heightened situational awareness for operators**: Previous PRISM versions support up to 160 Graphical Operator Interface (GOI) devices. The upgraded system will now support up to 300 devices, enabling you to deliver increased situational awareness with more connections to PRISM system displays and reporting devices, whether locally, remotely, or on large multi-display video walls.

- **Increased control capability:** Historically, the number of controls issued in a SCADA system was relatively low and did not push the queue limit of 512 concurrent controls. This limit has now been increased to 5,000 to support the increased use of controls required by applications such as Integrated Volt/VAR Control (IVVC), which also utilizes a "keep alive" mechanism.

- **Enhanced system security features:** A security hole can endanger your utility. Exploiting security vulnerabilities in programs to deliver malware is a common method employed by cybercriminals. We designed PRISM 11 to enhance the security of your system against serious attacks. The cryptographic network protocol Secure Shell (SSH) will be the standard when it comes to remote login, making backups, and remote file transfer via scp or sftp.

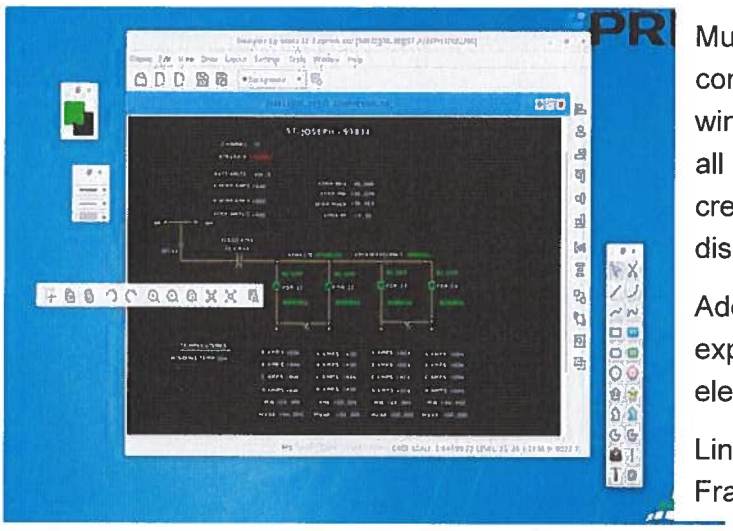
- **Increased efficiency and profitability:** The upgraded system will even better manage the electrical network and infrastructure, increasing the overall profitability and efficiency.

In order to get the best performance from your PRISM system, and most importantly, to stay protected against cyber-attacks and malicious threats, we strongly recommend an upgrade to PRISM 11 for all utilities currently running PRISM 10.x or earlier versions.

The latest release of PRISM also includes are best VDE developed yet, PRISM Designer.

2.1 PRISM Designer

PRISM Designer is the latest visual display editor Minsait ACS has released. PRISM Designer offers a more user-friendly approach to the creation of displays. Our VDE will allow Beaches Energy Services enhanced customization of their displays. Users will now be able to hide and move the toolbar with simple click and drag mouse movements. The toolbar is now capable to be moved to anywhere on the drawing window, the toolbar can also be placed outside of the drawing window as seen below. For larger drawings where window space is scare, toolbars can now be hidden, creating a larger window for easier user access.

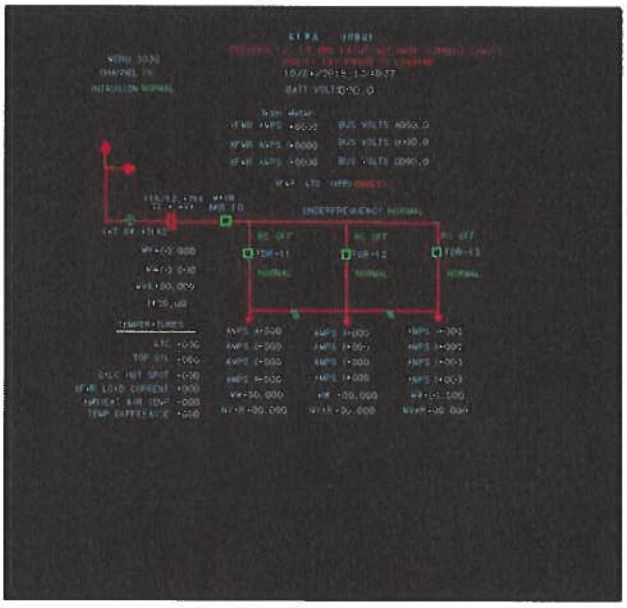


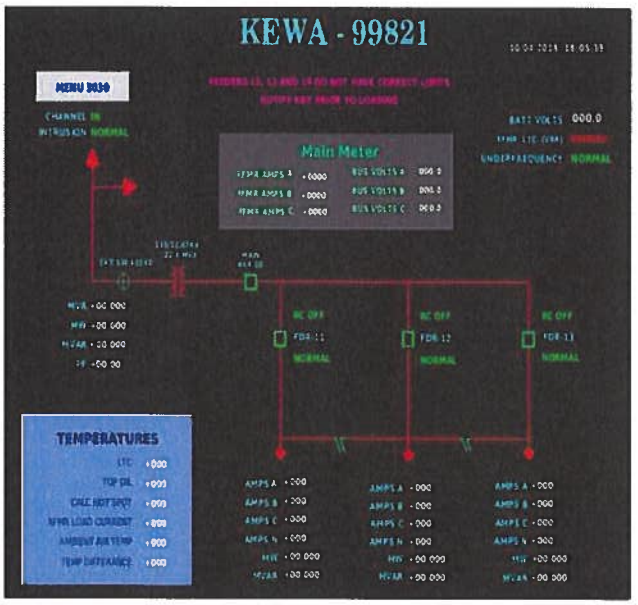
Multiple displays can now be opened up concurrently and shared on the same window, allowing for enhanced controls of all displays. For ease, Minsait ACS has created hotkeys to open, close, and save displays.

Additionally, the tool palette has been expanded to include the following elements:

Line, Arc, Polyline, Polycurve, Rectangle Frame, Rounded Rectangle Frame,

2.1.1 Before & After





2.2 SwitchPlan (Included with PRISM Upgrade)

PRISM SwitchPlan is designed to allow operators and engineers to create and test switch plans in advanced to their implementation. SwitchPlan is designed to enforce and to document the audit trail of the life cycle of a switch plan/procedure, as it transitions through a utility's structured internal process. The life cycle process supported by SwitchPlan includes the following:

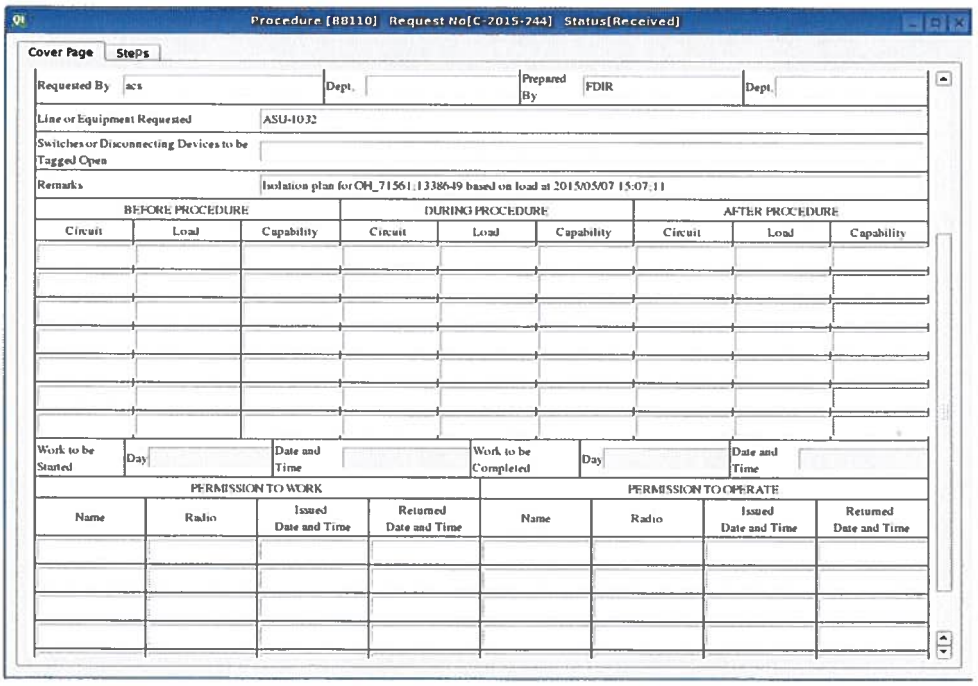
1. Request Phase
2. First Approval
3. Schedule
4. Final Approval
5. Own / Execute
6. Release
7. Complete and Archive

Additional process steps can be applied during execution by the designated operator owner of the plan for ad-hoc alterations such as:

1. Void a step
2. Add a step
3. Reapprove changes

SwitchPlan is integrated with all the DMS applications that produce switch plans. SwitchPlan is a unified application for all DMS and OMS switching plans regardless of the source of the plans.

The advanced network analysis applications that generate switching actions are normally controlled, time tagged, verified and executed under operator supervision. Some are configured for fully automatic closed loop control without operator approval or supervision. Either way they will still archive their plans in SwitchPlan for auditing purposes if not for execution control and visualization. Please note, due to no DASmap model, certain functionality may be unavailable.



Typical SwitchPlan Cover Sheet

2.3 Upgrade Considerations

2.3.1 Software Requirements

Software License	Requirements
PRISM 11.3 – 64 bit	• O.S: Linux (64-bit) • Version: Red Hat Enterprise Linux Server/Desktop 7.4 or later versions of RHEL
Red Hat 5.x and 6.x nodes	• PRISM systems should NOT contain a mix of Red Hat 5.x and 6.x nodes. This creates maintenance issues and complicates support and future upgrades.

Important Note:

- Minsait ACS standard servers are now HP Gen 10 and they can only run RedHat v7.x.
- All nodes must be the same RedHat Enterprise/PRISM version.
- Existing PRISM 10 (which is 32-bit) can be re-installed on new Red Hat v6 hardware.

Disclaimer:
PRISM 11 is not compatible with RHEL v5.x and lower versions. Therefore, Minsait ACS cannot resolve any issues related to PRISM 11.3 when running on these operating systems.

Other Software requirements

- DASdb 6.0 or later (if applicable)
- Oracle 12C R1 or higher if genHDA
- Customer applications using the Minsait ACS application programming interface (API) will require re-compilation with 64-bit libraries

For systems with eAlarm, the following is assumed:

- Mail server properly configured by the utility
- IP address of the mail server available
- Customer's SCADA has an open pathway (port) to their existing mail server- No authentication required.
- Dedicated AOA in the database by the utility
- Individual data points in the database configured by the utility

2.3.2 Hardware Requirements

Hardware	Requirements
Server/ Memory	• HP ProLiant DL380 G10 Server or later versions should replace all previously deployed Linux servers • 64 GB minimum for systems with maps and servers – the more the better
Workstation /Memory	• HP Z6 PC workstation should replace all previously deployed Linux workstations • 32 GB minimum recommended for workstations • 32 GB minimum for workstation-based masters
Older HP Hardware HP ProLiant DL380 G9 HP ProLiant DL380 G8 HP z640 workstation HP z620 workstation	• Certified for RHEL v7.4 • Discontinued by HP/ Not supported anymore • To be handled on a case -by-case basis • More memory required
Important Note: - If PRISM 11 is deployed on older generations of servers or workstations not supported anymore by the original manufacturer, any issues will have to be replicated on the newer generation to exclude any hardware related issues. - Minsait ACS standard server and workstation should be used to avoid system maintenance issues and complicated support - PRISM 11 utilizes Sound Server as an audio source, certain audio may be affected by this	

2.4 System Upgrade Cost and System Considerations

- The license upgrade to PRISM 11 is covered under the Minsait ACS Full Subscription Support and Long-Term Support Agreement (LTSA) programs. Therefore, all existing Minsait ACS software licenses under the programs will be upgraded to the latest revision at no license cost.
- Minsait ACS has developed an automated tool to guarantee consistent, qualification of both the core Linux OS and all PRISM files and applications on the target system.
- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

Please refer to Attachment C - PRISM 11 Features and Capabilities for the list of additions and enhancements provided with the latest version of the PRISM system.

2.5 PRISM Web Services Gateway

The PRISM Web Services Gateway solution is a robust integration application that is designed around the core PRISM SCADA services that enable a 3rd party application to easily integrate real-time information for various needs. This interface is based on Service Oriented Architecture and is MultiSpeak 4.x compliant.

The MultiSpeak name is a registered trademark of the National Rural Electric Cooperative Association. The MultiSpeak specification is a standard for the exchange of data among enterprise application software commonly applied in utilities. MultiSpeak defines data objects and specifies the message structures so vendors or utilities can write a single, common interface that facilitates communications with another type of software. This specification defines what data needs to be exchanged between software applications in order to support the business processes commonly applied at utilities. In order to accomplish this, the specification makes use of three components:

- Definitions of common data semantics
- Definitions of message structure (syntax)
- Definition of which messages are required to support specific business process steps.

This standard is developed by the National Rural Electric Cooperative Association (NRECA) to define common interfaces for typical applications used by the electric utilities.

2.5.1 System Configuration

For this solution, the PRISM system will interface with an existing Outage Management system via MultiSpeak. The MultiSpeak specifications outline a client and server web-service interfaces. The client application access the server application in two ways as detailed below:

1. **Request/Response**: The OMS application client requests information from the SCADA web service server for one or more points. The request for one or all point(s) can be made at any time – for a demand read(s), or for data integrity checks, and can be initiated even when the real-time interface updates are active.

2. **Real-time**: The SCADA web service provides the point updates on an exception basis – i.e.: when the value changes in SCADA.

The PRISM Web Service Gateway can send all configured points in the SCADA Real-time database when requested by the outage management system.

The PRISM Server (Node) and the PRISM Web Services Gateway cannot exist on the same server. Therefore, the application will be loaded on a dedicated workstation.

The Minsait ACS standard on deploying a MultiSpeak interface is that the PRISM node will pull the information from the real-time database and sends it to the PRISM Interface Workstation. This workstation then packages the information from SCADA into a format per the MultiSpeak standard for the system to receive.

2.5.2 Prerequisites and Assumptions

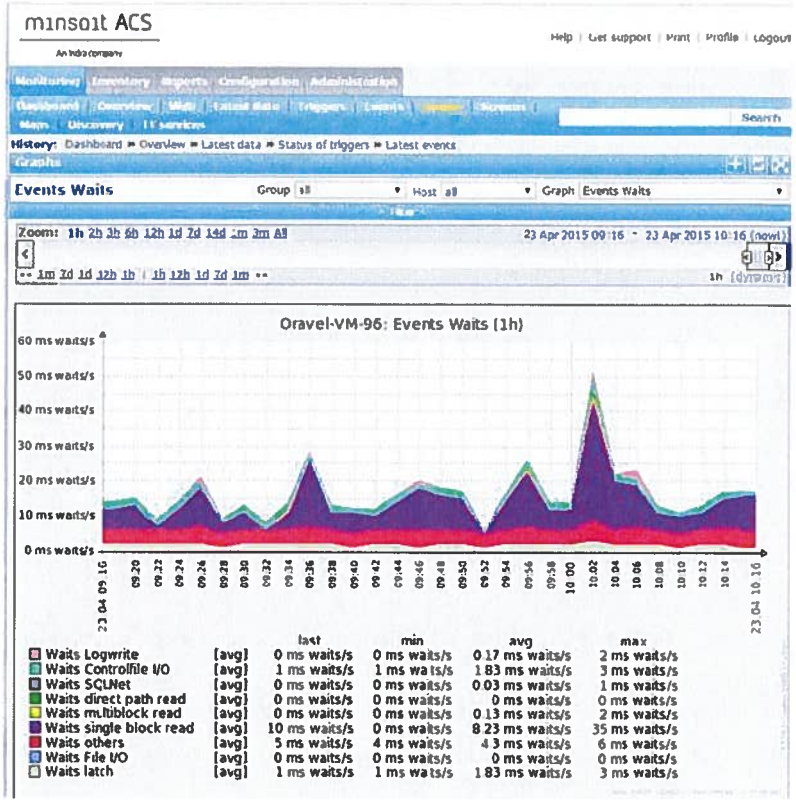
For this interface to be successfully implemented, the following must be in place:

- LAN connectivity between the systems with a minimum bandwidth of 100Mb/s
- Network Requirements: TCP/IP connectivity, and a MultiSpeak compatible interface on 3rd Party Vendor System
- MultiSpeak version and type of interface: v4.x to vendor system

Minsait ACS assumes the OMS system is capable of the following MultiSpeak web service methods:

- PingURL
- GetMethods From OMS to SCADA
- GetAllSCADAPoints from OMS to SCADA
- SCADAStatusChangedNotification from SCADA to OMS
- GetSCADAStatusBySCADAPointID from OMS to SCADA
- InitiateStatusReadByPointID from OMS to SCADA
- StatusChangedNotificationByPointID from SCADA to OMS
- SCADAAnalogChangedNotification from SCADA to OMS
- GetSCADAAnalogBySCADAPointID from OMS to SCADA
- InitiateAnalogReadByPointID from OMS to SCADA
- AnalogChangedNotificationByPointID from SCADA to OMS

2.6 PRISM System Monitor



If a purchase order is placed prior to September 30, Minsait ACS will include our PRISM System Monitor with the PRISM System Upgrade for the 10 nodes.

PRISM System Monitor (PSM) is an application that enables organizations to identify and resolve SCADA infrastructure problems before they affect critical business processes. Designed with scalability and flexibility in mind, our PSM solution gives you the peace of mind that comes from knowing your operations won't be affected by unknown outages/disruptions related to your control system. PSM is a powerful solution that provides you with instant awareness of your system operations infrastructure, including SCADA, DMS, OMS and EMS applications. PSM allows for proactive detection of problems and mitigation of future issues before they can affect your real-time operations.

2.6.1 What can PSM do?

- Monitor your system infrastructure
- Spot problems before they occur
- Know immediately when problems arise
- Share availability data with stakeholder systems
- Detect security breaches
- Help with planning and budgeting for upgrades
- Reduce system downtime and business losses storm situations

2.6.2 Functionality

- Monitor Linux machines: CPU load, memory usage, disk usage, logged-in users, running processes
- Passive checks: request/response from a remote agent
- Active checks: agent sends values for a list of check attributes
- Monitor SNMP status information: depending on the network appliance
- Monitor public services: HTTP, POP3, IMAP, FTP, and SSH
- Database monitoring
- Any clients: Linux/UX/Windows VMware virtual machine monitoring
- Extensibility: custom agent checks via script/parameters Provide graphics and trends for monitored data
- 3rd-party mobile applications available (not provided/ supported by Minsait ACS)

2.6.3 Requirements

PSM requires certain ports to be available for the solution to function correctly; the baseline ports that are required are: 161, 10050, 10051. Depending on the device being monitored, there may be other ports that will require access through any firewalls. For PSM notifications to function, the company mail server must be accessible from the SCADA LAN.

Other system requirements:

- RHEL 7.x or later
- SNMP devices (V2 or V3 are preferable)

2.6.4 Exclusions

Any devices that are not part of the SCADA LAN or within the defined Electronic Security Perimeter will not be part of the monitored solution; this is required for security and compliance with the NERC CIP standards.

2.6.5 Professional Services

Minsait ACS will provide the professional services and licenses to install the PSM software on each PRISM node.

2.7 CMI Training Simulator

Minsait ACS will take the existing CMI simulator scripts delivered with job E38100452 and edit the scripts to work with a newly created one-line training diagram. Please note, the newly created one-line diagram will mirror an existing one-line diagram currently on the system.

2.8 Option – Training Classes

2.8.1 Linux Administration

This 5–day course expands the details of system management and shows you how to administer your Linux–based PRISM system effectively. This course is essential for all system administrators who have Linux servers.

Prerequisites

Linux/PRISM Fundamentals.

Who Should Attend

Anyone responsible for the management of the PRISM system on Linux servers.

Benefits

- Add to your overall knowledge of the PRISM system.
- Get intensive, hands–on training in the most commonly used administration areas.
- Acquire the Linux system administration knowledge needed to manage your PRISM system.
- Master the skills needed to configure and maintain your Linux–based PRISM system.

2.8.2 Database and Display Editor

This intensive, 5–day hands–on class teaches you the fundamentals of building and maintaining a system database. Create vector graphic displays using ACS–defined and user–defined objects to display data from the database. The class labs provide applied active experience building and troubleshooting a working database under the guidance of ACS experts.

Prerequisites

Linux/PRISM Fundamentals. An understanding of SCADA concepts is also strongly recommended.

Who Should Attend

This program is essential for anyone building or maintaining the PRISM system, including anyone creating system displays. A must for all system administrators. System operators will also benefit from this program.

Benefits

- Learn to harness the powerful features bundled into your system.
- Gain practical experience that can be directly applied to your system.
- Build database files that define stations and their associated points.
- Learn from HelpDesk experts how to avoid the most common mistakes, so you can build your database right the first time.
- Get your station online with a real NTX intelligent controller or Connex substation manager.

2.8.3 NTX Series Service and Operation

This 5–day course provides instruction on each of the primary models of the NTX series Substation Controllers. Communication protocols are covered, as well as SCADA interfaces. Thorough overviews of the NTX-20, NTX-200, NTX-220, NTX-240 and NTX260 installation and troubleshooting are included. All aspects of NTX configuration are covered, including local I/O and IED point mapping and set-up.

Prerequisites

Review of the NTX series user manuals. Familiarity with communications pertaining to SCADA is helpful, but not required.

Who Should Attend

Anyone who is required to install/maintain NTX Substation Controllers. Those responsible for building or maintaining the real–time SCADA database will also find this course beneficial.

Benefits

- Review NTX units' step–by–step, from basic functionality and configuration through advanced troubleshooting, including drawing packages for each.
- Learn–by–doing in a controlled environment, without the fear of making expensive or dangerous mistakes.
- Get insight into real–world situations and solutions with the extensive hands–on exercises.
- Learn step–by–step configuration methods using classroom Windows 7 PCs or using your own laptop PC.
- Learn diagnostic monitoring.
- Configure and test NTX units for use with IEDs.
- Explore communications over Ethernet, serial RS–232 and RS–485.
- Understand binary, analog, counter, and control functions.

3 Scope of Supply

3.1 PRISM System Upgrade

3.1.1 System Hardware

For this solution, Minsait ACS will reuse the existing HP Aruba Network Switches and VPN Diagnostic Router.

Beaches Energy Services will provide Samsung CF791 Series C34F791WQN monitors for each operator workstation. With the use of this monitor, the following items need to be noted:

- The HP Z6 operator workstation's video card is equipped with four miniDisplayPort (DisplayPort 1.4) connections. Beaches Energy will be responsible for any adapters that may be required for this monitor.
- The monitors resolution will be adjusted to match the resolution support both by the workstation's video card and the PRISM System.
- Beaches Energy will be responsible for an audio speakers that may connect to the workstation
- Minsait ACS request that one monitor is shipped to Minsait ACS for configuration during the project.

Item	Main Site Qty.	DR Site Qty.	Description
1	2	1	**PRISM Master Server** HPE DL380 G10 8SFF CTO Server Configured with: • HPE Xeon-Gold 5115 2.4GHz 10C FIO PROC • 32 GB (2 x 16GB) RDIMM DDR4-2666 Memory • HPE Universal Media Bay • HP 9.5mm SATA DVD-RW • 1.2 TB (2 x 600GB) 12G 15K SAS SFF SC DS HDD • HPE P408i-A 12G SAS Controller • HPE SAS Cable Kit • 2 x HPE 800W FLEC Slot PLAT Power Supply • 2 x HP Power Cord • HP 2U SFF Easy Rail Kit • HP 2U CMA For Rail Kit • HP Raid 1 Drive 1 FIO Setting • Linux Installer Kit

Item	Main Site Qty.	DR Site Qty.	Description
2			**Operator Workstation (Distributed Node)**
	6	1	HP Z6 G4 1000W Workstation configured with: • Intel Silver 4108 1.8GHz 8C PROC • 32GB (4 x 8GB) DDR4-2666 Memory • Two (2) 600GB 15k SAS SFF disk drives • HP Microsimi Smart HBA2100 4i4E SAS Controller • HP 9.5 Slim DVD Writer • HP Intel I210-T1 GBE NIC Card • NVIDIA Quad P600GFX 2GB Graphics • HP USB Business Slim Keyboard & Mouse
3			**PCI Host Processor Upgrade (Or Equivalent)**
	2	2	PCI Host Processor Module
	2	2	PCI Host Processor Module Rear Card
	2	2	Computer Flash Card
	4	4	Blank Panel 4HP
	2	2	Overlay HP
	2	2	Document Holder

3.1.2 System Software

Per the current Support Agreement, the following existing software licenses will be upgraded to the latest revision of Minsait ACS software at no license cost. The software licenses will be installed on the new hardware before shipping to customer site.

Item	Qty.	Description
4		**Existing Software to be Upgraded**
	1	PRISM Master Server-based License
	2	PRISM Master Redundant System License
	3	ePRISM Remote User Access 5 Users
	1	Distributed Database/IO Architecture – System License
	7	Distributed Database/IO Architecture – Client License
	1	PRISM ICCP – Non-Redundant License
	2	PRISM ICCP – Redundant License
	10	Red Hat Enterprise Linux
5		**New PRISM Software**
	1	SwitchPlan

3.1.3 Project Services

Item	Qty.	Description
6	Lot	**Design and Consultation** Review existing drawings and update as necessary to make certain that they accurately depict the current system, ensuring that Minsait ACS is aware of any prior configuration changes and existing interfaces that could impact system design. Review any outstanding issues and special customer requirements, identifying the appropriate solutions.
7	Lot	**Engineering and Documentation** Equipment manufacturing & testing, system engineering and integration testing of the staged equipment at Minsait ACS' facilities. Provide new product documentation and hardware & software manuals where required. Minsait ACS will provide a detailed trip report upon completion of the project.
8	Lot	**On-Site Engineering Services** Minsait ACS has included the time that will be required to install and test the SCADA Master system and PRISM software
9	Lot	**Post Installation, Testing and Configuration** After installation and start-up services, the Customer Engineer will test the re-configured system and adjust as needed to ensure that the system is performing as expected. The Engineer will make backup images for the customer and for Minsait ACS and hold a closeout meeting prior to departure.
10	Lot	**Additional Services** Customer will receive 24x7 HelpDesk Phone support for seven (7) consecutive days upon completion of installation. Customer will receive follow-up from Quality Assurance and Customer Service to verify that the upgraded system continues to function properly.
11	1 Display	**CMI Simulator Scripting** Minsait ACS will take the existing CMI simulator scripts delivered with job E38100452 and edit the scripts to work with a newly created one-line training diagram. Please note, the newly created one-line diagram will mirror an existing one-line diagram currently on the system.

3.2 PRISM Web Services Gateway

3.2.1 System Hardware

Item	Qty	Description
12	1	**PRISM Web Services Gateway Workstation** HP Z6 G4 1000W Workstation configured with: • Intel Silver 4108 1.8GHz 8C PROC • 32GB (4 x 8GB) DDR4-2666 Memory • Two (2) 600GB 15k SAS SFF disk drives • HP Microsimi Smart HBA2100 4i4E SAS Controller • HP 9.5 Slim DVD Writer • HP Intel I210-T1 GBE NIC Card • NVIDIA Quad P600GFX 2GB Graphics • HP USB Business Slim Keyboard & Mouse
13	1 1	**Workstation Accessories** HP e243i Monitor HP S100 Speaker Bar

3.2.2 System Software

Item	Qty	Description
14	1	**PRISM Software** PRISM Web Services Gateway – Non-Redundant (Schneider Responder)
15	1	**Operating System** Red Hat Enterprise Linux Version 7

3.2.3 Project Services

Item	Qty	Description
16	Lot	**Project Services** Project Services include: • Minsait ACS Project Management • System Software Installation/Configuration • Material Inventory Control/Shipping

4 Pricing

4.1 PRISM System Upgrade and PRISM Web Services Gateway

Item(s)	Description	Price
1-3, 12-13	System Hardware	$75,678
4-5, 14-15	System Software	$8,375
6-11, 16	Project Services	$74,293
	Total Price	**$158,346**

4.2 Option – Training Classes

This option is to provide virtual training to Beaches personnel during a regularly scheduled training time. This price is inclusive for up to three students.

Description	Price
Linux Administration	$2,700
Display and Database Editor	$2,700
NTX Series Service and Operation	$2,700

4.3 Pricing Notes

All above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- Prices quoted are F.O.B Norcross, GA
- Limited to the Scope of Supply

5 Terms and Conditions

The terms and conditions governing this offer are set forth in Attachment A – ACS General Terms and Conditions of Sales.

5.1 Terms of Payment

Minsait ACS will invoice in accordance with the payment milestone(s) described below. Payments not received within this period will be subject to interest charges.

Milestone	System Hardware	System Software	Project Services
Receipt of Order	0%	100%	10%
Receipt of Hardware at ACS Facilities	100%	0%	10%
Conversion of Beaches Energy Services' PRISM Database	0%	0%	30%
Completion of In-House Factory Acceptance Test	0%	0%	30%
Delivery of System	0%	0%	10%
Completion of PRISM Upgrade	0%	0%	10%

5.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of $35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding $35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6 Delivery

The delivery is expected to be 150 days after project start date. Project start date will be agreed upon at time of order (subject to further agreements). All travel and living expenses will be billed at cost.

Please note, the scheduled site work may be subject to change due to federal, local, and/or organizational restrictions in place in response to COVID-19.

Customer purchase orders need to include the ACS Offer Number, the ACS Terms of Payment (as stated in section 5.1 of offer), and the Customer's Billing and Shipping Information.

All purchase orders should be sent to the address below.

Advanced Control Systems, Inc.
2755 Northwoods Parkway Norcross, Georgia 30071
Attn: Order Entry Team
FAX: 01-770-448-0957
Email: ACSOrderEntryTeam@acspower.com

7 Validity

This Offer is valid for 90 days from the date of this proposal.

To receive PRISM System Monitor with the PRISM Upgrade, a purchase order needs to be made prior to September 30, 2020.

8 Exclusions from Offer

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

9 Supporting Documentation

Attachment A – ACS General Terms and Conditions of Sales

Attachment B – ACS Software License Maintenance Agreement

General Terms and Conditions of Sale

ACS

An Indra company

Definitions.
ACS: Advance Control Systems, Incorporated in Georgia owned by Indra USA.
ACS Software: means the Object Code versions of the baseline computer software programs developed by or for ACS. ACS Software does not include, and this Agreement does not grant Licensee a license to the Source Code for ACS Software.;
Contract: Specific contract between purchaser and ACS, Purchase Order from Purchaser to ACS.
General Terms and Conditions of Sale: The legally binding terms applicable to sale of product and services from ACS.
Product: Any ACS designed and manufactured RTU product or part. (i.e. NTX);
System: Any ACS deliverable involving project delivery of ACS or Third-Party Software (i.e. PRISM);
Third-Party Software: means Object Code versions of the computer software programs licensed by ACS from third parties and sublicensed to Licensee. Third-Party Software does not include, and this Agreement does not grant Licensee a license to the source code for such Third-Party Software.;

These General Terms and Conditions ("T&Cs") applies to the present Proposal and will govern the services to be rendered by **ACS - Advanced Control Systems, Inc. ("ACS"),** a Georgia Corporation, with headquarters at 2755 Northwoods Parkway, Peachtree Corners, GA, 30071, USA, to **Purchaser** ("Purchaser").

The following terms and conditions of sale shall apply to any sale of goods and services by Advanced Control Systems, Inc., an Indra company (hereinafter called "ACS"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to ACS written objection to said terms and conditions or any part thereof.

Entire Agreement. All services to be performed by ACS under the Proposal will be governed by the provisions of these General Terms and Conditions ("T&Cs"), which will prevail over any other terms and conditions established or mentioned in any document or communication, unless otherwise agreed in writing by the parties.

Documents. Unless otherwise agreed to, brochures, catalogs and other marketing materials are not binding. Designs, drawings, technical documentation and data contained in software or other electronic or paper medium are binding insofar as they form an integral part of this Contract. ACS retains all rights to designs, drawings, documents, technical documents and software. Purchaser acknowledges these rights and shall not make such designs, drawings, documents and software available to any third party, either in whole or part, nor use them for any purposes other than the agreed purposes without prior written consent of ACS. If the Deliverables includes software, Purchaser is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose subject to any other license agreement to which Purchaser may become a party.

Premises. All deadlines, values, final products and conditions foreseen in the Proposal for the execution of the services are conditioned to the materialization of the premises used in its preparation, which were obtained from Purchaser. Therefore, all information given by Purchaser must be correct, complete and duly disclosed to ACS.

Title and risk. Unless otherwise agreed, risk of loss shall immediately pass upon delivery of any of the Deliverables. Notwithstanding the same, ACS shall retain title of the Deliverables until receipt of full payment from Purchaser.

Intellectual Property Rights. Purchaser recognizes and accepts that all intellectual property (including, but not limited to know-how, ideas, methodologies, templates, concepts and computer programs) developed by ACS previously or during the course of this project will remain the sole property of ACS. ACS grants Purchaser a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the work product for Purchaser's own operations, except for software licenses, if any, which terms to be observed will be in one or more specific software license agreement(s). Neither party may use name, logo, mark or other identifying marks of the other party outside their organizations without that party's prior written consent. However, the Purchaser allows ACS to mention the Purchaser's name and the services eventually rendered by this Proposal for the exclusively purpose of reference to third parties, observing all confidential disposition defined herein by the Parties.

Required Licenses. Purchaser is responsible for licensing any software related to services rendered by ACS and for the acquisition of the corresponding hardware as well, if necessary, unless otherwise agreed, when a ACS proprietary software could be required, under specific licensing terms. Purchaser also will be responsible for data storage or cloud capacity. Software, data storage/cloud capacity and hardware must be available in the beginning day of ACS's activity.

Delivery. The Purchaser shall inspect the Deliverables within two (2) days of receipt on Purchaser's premises and shall immediately notify ACS of any defects. If Purchaser fails to notify ACS of the same, within two (2) days delivery of conforming goods will be deemed to have occurred.

Non-exclusivity. Nothing in the Proposal can be invoked by Purchaser in order to preclude, injure or in any manner restrict ACS to render services to third parties in projects that are equal or similar of this one and/or develop projects to thirds parties that the final results are equal or similar.

Acceptance. Services rendered pursuant to Proposal will be subject of evaluation and acceptance by Purchaser. In case Purchaser does not manifest its acceptance or rejection within ten (10) days after its delivery by ACS, the services will be presumed as accepted without reserves. Purchaser must present all objections it may have in connection with the service deliverables in one sole opportunity, within the time frame set forth above, being vetoed any further claims under any title after this representation is made.

Notwithstanding the foregoing, Acceptance of a System shall be deemed to have occurred if Purchaser puts the System to use or agrees to acceptance.

Term and Termination. If either party materially breaches any material obligation in the proposed contract and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate the agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate the agreement on less than thirty (30) days' written notice. Notice to ACS of an alleged breach of warranty will not constitute a notice of termination of the agreement. In the event the agreement is terminated, Purchaser will pay ACS for all the services rendered and expenses incurred prior to the date of termination.

Cancelation. If ACS cancels or intends to cancel this Contract, it shall immediately inform Purchaser and thereafter, ACS shall be entitled, and Purchaser shall pay to ACS for all Deliverables (plus reasonable overhead and profit) which have already been produced or delivered to Purchaser. Purchaser shall have no recourse for any damages under this provision and ACS waives no rights to seek other damages it may be entitled for breach of this Contract.

Prices, Payment and Review of Commercial Conditions. All prices are net US Dollars. Any and all additional costs, such as freight, insurance, export fees, transportation, import and other permits or certifications shall be borne by Purchaser. Taxes, including without limitation value added tax, levies, fees, income, sales or any other taxes shall be borne solely by Purchaser. Any exchange rate risk is borne by the purchaser. Purchases which apply to shipments and/or services will be made at the time of occurrence with payment due upon receipt of the invoice. Late payments are subject to a late charge of 1.5% per month.

If the services object of the Proposal are effectively contracted, ACS will invoice Purchaser for all services and applicable charges on a monthly basis, as ACS renders the services or Purchaser incurs the charges, as applicable. Purchaser will pay each ACS invoice within 30 days of the date of invoice. Late payments will be subject to a late charge equal to the lesser of: (i) 1.5% per month; and (ii) the highest rate permitted by applicable law. The parties agree to review the commercial terms defined

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in the Proposal in case of future events that impact the economic balance of the conditions defined herein.

Taxes. If the services object of the Proposal are effectively contracted, Purchaser will be responsible for paying all taxes (except for taxes based on ACS's net income or capital stock) relating to any services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in the Proposal. In each instance, ACS will invoice Purchaser for applicable tax amounts and such invoices are due upon Purchaser's receipt thereof.

Expedited Delivery. Any request for expedited delivery shall incur a premium charge to Customer which shall be addressed on a case by case basis for determination of the applicable premium for such delivery.

Product Returns. Product returns are accepted by ACS under the following conditions: (i) Deliverables must have never been installed and returned in their original packaging; (ii) Customer has obtained and included a return authorization number from ACS; (iii) all expenses associated with the return are borne by Customer including all freight, handling, insurance and other applicable charges; and (iv) Customer pays a minimum restocking fee on the returned Deliverable of twenty five percent (25%).

Confidentiality. Each party may be given access to information identified by the disclosing party as confidential information ("Confidential Information"). The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own proprietary and confidential information of like kind, but in no event will it exercise less than reasonable care. Nothing in these T&Cs prohibits or limits either party's use of information: (i) previously known by Receiving Party; (ii) independently developed by Receiving Party; (iii) obtained by Receiving Party from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information; and/or (iv) which is or becomes publicly available through no breach of the Proposal's confidentiality obligations. Any of the Parties may disclose Confidential Information in the event it receives any administrative or judicial demand requesting such disclosure, and as far as it is necessary to its accomplishment, as long the other Party is previously notified.

Confidentiality of the Proposal. The Proposal was elaborated for the exclusive use of the Purchaser; therefore, Purchaser may not reproduce or present it outside its organization without ACS prior written authorization.

Data Privacy. Considering that ACS is part of a global organization, and that data received or identified during the execution of the services relating to Purchaser or its customers may be transferred between the various entities of ACS, and, in certain countries, the local law requires that the access, transfer, copy or use of such data is previously authorized by Purchaser, the latter hereby authorizes ACS to respect the confidentiality of such data, and within the limits of the data privacy policy of ACS.

Indemnification. Purchaser shall defend, indemnify, and hold harmless ACS against all damages, claims, liabilities, penalties, fines, costs and expenses (including legal fees) arising out of or resulting in any way from any act or omission, of Purchaser, its agents, employees, or subcontractors, or from any breach of its obligations of this agreement.

Change Orders. The parties may agree make additions, deletions, or other revisions by written Change Order without invalidating the Contract. Any and all Change Orders shall be agreed by both parties and set forth in writing signed by both parties.

Limited Warranty. ACS warrants that its services will be performed in a good and workmanlike manner and according to their respective technical specification and ACS undertakes to re-perform any work not in compliance with this warranty brought to its attention within ninety (90) days, after that work is performed and delivered by ACS and accepted by the Purchaser. The preceding is ACS's only warranty regarding the services in lieu of all other warranties and representations, expressed or implied.

Warranty. ACS warrants its System to be free from defects in materials and workmanship for a period of 12 months from the date of shipment. Notwithstanding the foregoing, the following deliverables shall be free from defects in materials and workmanship as follows: (1) System upgrades are warranted for a period of 12 months from the date of shipment; (2) ACS warrants to Licensee that the ACS Software will perform without Documented Defects ("ACS Software Warranty") for a period three months following delivery of the ACS Software to Licensee (the "Warranty Period"). Warranties related to any Third-Party Software and hardware shall be subject to OEM's terms; (3) Services are provided on an "as is" bases. ACS's warranty shall not apply to (i) any Deliverables damaged by misuse, neglect, or accident caused by Purchaser or its agents, contractors, employees or the like; (ii) any event of Force Majeure (as defined herein); or (iii) any Deliverables which have been improperly installed, operated, maintained, repaired, or modified, by persons other than ACS, its employees, or subcontractors. Should any information or documentation provided by Purchaser be inaccurate and the same leads to a defect in materials and workmanship, the warranty shall be void.

ACS repairs provided under warranty may utilize, after being tested to a standard consistent with ACS performance and quality requirements, refurbished parts. Upon usage, such parts shall be clearly labeled as "refurbished".

ACS warrants its NTX produced product line, to only include the NTX-20, NTX-200, NTX-220, NTX-240, NTX-260, NTX-U20 & NTX-U57, to be free from defects in materials and workmanship for a period of 10 years for all NTX series and their respective modules from the date of shipment. This warranty only applies to ACS manufactured NTX products and is governed by the following guidelines: Repairs shall be warranted for an additional period of ninety (90) days from the date of shipment or for the duration of the original warranty, whichever is greater, Customer is required to obtain an RMA from ACS prior to the return of any part or product, Customer shall be solely responsible for shipping and returning the repaired product to ACS for repair or replacement in accordance with warranty terms and conditions outlined herein. ACS reserves the right to substitute refurbished parts and components for any and all repair work, ACS reserves the right to utilize refurbished products as replacements.

The Warranties for the NTX product line set forth herein are the only warranties made by ACS in connection with the specified NTX products. ACS cannot and does not make any implied warranties with respect to the product line, and disclaims all other warranties, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Product line sold by ACS is sold only to the specifications specifically set forth by ACS in writing. Other than the limited warranty set forth herein, ACS makes no other warranties, express or implied. ACS' sole obligation under this warranty shall be repair or replacement of nonconforming specified NTX products, or at the option of ACS, return of the product and a refund of the purchase price. Buyer assumes all risk whatsoever as to the result of the use of the products purchased, whether used singularly or in combination with any other products or substances.

DISCLAIMER OF WARRANTIES FOR NTX PRODUCT LINE. ACS' specified NTX Products must be stored, handled, installed, used and maintained in accordance with instructions provided by ACS, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the ACS User Manual are available from ACS. This WARRANTY does not cover defects caused by: 1) Non-compliance with ACS' User Manuals. Such Failures include, but are not limited to, [exposure to physical abuse, including, but not limited to extreme climate conditions, chemical abuse, (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold) or misuse]; 2) Improper storage, installation, handling, use and/or fabrication of the product; 3) Damage not resulting from manufacturing defects that occur while the product is in the customer's possession; 4) Unreasonable or unintended use of product; 5) Products installed with known or visible manufacturing defects at the time of installation, including, but not limited to physical damage, products not properly marked and/or identified as the product required; 6) Failure or dissatisfaction with the appearance of the product.

OTHER THAN THE PRECEDING LIMITED WARRANTY, ACS DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

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General Terms and Conditions of Sale

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION, POSSESSION, PERFORMANCE AND USE OF THE DELIVERABLES.

Limitation of Liability. THE LIABILITY OF ACS TO PURCHASER AND/OR THIRD PARTIES FOR CLAIMS BROUGHT AGAINST THE PURCHASER AS A RESULT OF THE SERVICES PROVIDED BY ACS, REGARDING THE EXECUTION OR NON-EXECUTION OF THE PROPOSAL, IN NO EVENT MAY, DURING THE PROPOSAL'S TERM, EXCEED THE FEE THAT PURCHASER ACTUALLY PAID TO ACS FOR THE SERVICES. IN NO EVENT WILL ACS BE LIABLE FOR INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR MORAL DAMAGES, EVEN IF ACS HAS BEEN INFORMED ABOUT THE POSSIBLITY OF ITS EXISTENCE.

Force Majeure. Parties will not be responsible for any force majeure events or acts of the king, which might postpone, harm or prevent the execution of the scope of this Proposal or the services object thereof. The prejudiced party must notify the other party as soon as possible after the acknowledgement of the occurrence of a force majeure or an act of God event. After referred notice, if the parties do not agree on an alternative solution to remedy the case within thirty (30) days, the prejudiced party may choose to immediately terminate the Proposal independently of any indemnification, penalty or encumbrance for any of the parties. If the force majeure event threatens to put or effectively put in risk ACS's personnel safety or security, ACS is authorized, at its discretion, to remove its personnel the risk area until the conflict is solved.

Choice of Personnel. ACS has the exclusive right to determine the personnel that will perform the proposed services.

General. If any provision of these General Terms and Conditions of Sale is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This document and all appendices attached hereto constitute the entire understanding between the Parties and may only be amended or modified by a writing signed by a duly authorized representative of each party. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (y) Document general terms and conditions; (z) the appendices. This document may be executed by facsimile or electronic mail. This Document may be signed in any number of counterparts. This Document replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. This Document shall be binding upon and inure to the benefit of the successors and assigns of ACS and Purchaser. Purchaser shall not assign any rights or obligations under this Document without the express written authorization of ACS.

Non-Solicitation of Employees. The parties establish, by mutual agreement, that they will not, without the prior written consent of the other party, present job offers to any professional of the other party that possesses an employment agreement in force with the other party and that is engaged in the project object of the Proposal, provided it is duly executed by the parties, whether the professional is an employee of either party. The parties agree that the non-solicitation commitment set forth above shall remain in force during the period that ACS is providing services pursuant to the Proposal and for a period of one (1) year following the completion of such services. The parties also agree that the commitment in question does not apply in the event either party's job opportunity is published in specialized media, in the Company's or in ACS's website or in the Internet and the professional applies for the job opening published by the other party through one of those channels.

Choice of Law, Interpretation. These T&Cs will be governed by and construed under the laws of the State of Georgia, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof.

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"**Third-Party Software**" means Object Code versions of the computer software programs licensed by ACS from third parties and sublicensed to Licensee as specified in Appendix A of this agreement. Third-Party Software does not include, and this Agreement does not grant Licensee a license to the source code for such Third-Party Software.

"**ACS Software**" means the Object Code versions of the baseline computer software programs developed by or for ACS and specified in a Contract, and all improvements, and Modifications provided by ACS to Licensee pursuant to the terms of this Agreement. ACS Software does not include, and this Agreement does not grant Licensee a license to the Source Code for ACS Software.

2. LICENSE.

2.1 Grant of License. Subject to the terms, conditions and restrictions set forth in this Agreement and any Order legally binding the Parties, ACS grants to Licensee: (a) a limited, non-exclusive, non-transferable, perpetual license to use and copy, as per section 2.4, for use the Licensed Software for Licensee's own internal business operations as set forth In Appendix A of this agreement. ACS does not grant Licensee a license to the Source Code of the ACS Software or to the Third-Party Software. The computer readable media containing the Licensed Software may also contain software for which Licensee is not granted a license to use. Licensee may not make any use of any software for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

2.2 Restrictions.

(a) Licensed Software. Licensee shall not, or permit any third party to, directly or indirectly: (i) reverse engineer, disassemble, or decompile the Licensed Software or any portion thereof, unless otherwise permitted under this Agreement; (ii) sublicense, rent, lease or otherwise transfer the Licensed Software, or any portion thereof; (iii) use the Licensed Software for any third-party use including, but not limited to, training (Section 2.4 covers copies for training Licensee personnel), facilities management, time-sharing, service bureau use, data processing, or publish any results of benchmark tests run on the Licensed Software; or (iv) use any Third-Party Software except solely in conjunction with the ACS Software and except in accordance with any applicable Third Party Software licensor terms and conditions, which terms and conditions are hereby incorporated by reference and set forth in an applicable Appendix C..

(b) Access to / Use of Licensed Software. Access to, and use of, certain modules of Licensed Software may be limited by restrictions set forth in the applicable Order documents and Exhibit(s) to this License which shall include terms and conditions provided in the ACS Customer Care Services Guide, Third-Party licenses terms and conditions, which may include, without limitation: (i) a specific number of named Users or other type of Users; (ii) providing Services as may be defined, including and not limited to, as provided in the Customer Care Services Guide to a limited number of Active Accounts; or (iii) a specified number of production or non-production Servers. Licensee shall not utilize any device or program to enable access to the Licensed Software in a manner such that a User, other type of user or Active Accounts accessing the Licensed Software is not counted as a user. Licensee shall be responsible and liable for the acts and omissions of its employees, agents and representatives who are users arising from the access to the Licensed Software. The Licensed Software may contain license protection procedures that limit access to the Licensed Software to that use permitted under this Agreement. Licensee shall not circumvent or render inoperative any such protection procedures.

(c) Installation. Licensed Software will be installed only on Licensee's Equipment. Licensee may transfer the Licensed Software to other Licensee Equipment and shall provide prompt written notice of such transfer to ACS. Licensee shall be responsible for all costs related to any such transfer. In conjunction with any such transfer, all Licensed Software must be promptly deleted in its entirety from the initial Equipment, and from each back-up copy existing for the initial Equipment. Licensee shall include, and shall under no circumstances remove, ACS and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Licensed Software or Documentation in the same form and location as the notice appears on the original work. All proprietary and intellectual property rights including copyright in and to the original and all copies of the Licensed Software and Documentation or any changes or Modifications thereto shall be and do remain that of ACS or its licensors as the case may be. ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.3 Delivery. Unless otherwise specified in the Contract, Licensed Software will be shipped prepaid FOB ACS shipping location.

2.4 Copies. Licensee may make a reasonable number of backup copies of the Licensed Software as is consistent with Licensee's normal periodic backup procedures or as set

forth on the applicable Order. Licensee shall maintain a log of the number and location of all originals and copies of the Licensed Software. Licensee may reproduce or copy any portion of the Documentation into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder. Licensee shall include, and shall under no circumstances remove, ACS's and its licensors' copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Licensed Software or Documentation in the same form and location as the notice appears on the original work. All proprietary and intellectual property rights including copyright in and to the original and all copies of the Licensed Software and Documentation or any changes or Modifications thereto shall be and remain that of ACS or its licensors as the case may be. ACS shall not be responsible for updating any changes to any of the Documentation made by Licensee.

2.5 Certification. On ACS's request, but not more than once per year, Licensee shall furnish ACS with a signed certification verifying that Licensee's use of the Licensed Software is consistent with the terms and conditions of this Agreement, which certification shall include information reasonably requested by ACS.

3. MAINTENANCE SERVICES.

3.1 Maintenance Services. Licensee may elect to receive support and services as set forth in Exhibit to this Agreement, ("**Maintenance Services**") and referenced in ACS Customer Services Guide. Beginning on the Effective Date, ACS shall provide Maintenance Services for the period of time set forth in Exhibit ___. (the "**Maintenance Period**"). Any such Maintenance Services will be provided by ACS or its affiliates or subcontractors using commercially reasonable efforts and subject to the terms of this Agreement as further modified by ACS's applicable maintenance and support policies in effect at the beginning of the then-current Maintenance Period. ACS's obligation to provide Licensee with Improvements for Third Party Software is limited to providing Licensee with the Improvements that the applicable third-party licensor provides to ACS. If Licensee elects to receive Maintenance Services, Licensee may not exclude any of the Licensed Software from Maintenance Services. Unless Maintenance Services cancelled by either party by written notice no less than ninety (90) days prior to the end of the then-current Maintenance Period, Licensee agrees that the Maintenance Period shall automatically extend for one (1) year, except as otherwise set forth on an applicable order document. In the event Licensee declines or terminates Maintenance Services (including following initial delivery of the Licensed Software), and Maintenance Services are subsequently ordered or reinstated, Licensee shall pay: (i) an additional Maintenance reinstatement fee in addition to Maintenance Services fees for the current Maintenance Services period. ACS Customer Care Services Guide is attached as Appendix A regarding Services.

3.2 Licensee's Obligations. Licensee shall be responsible for installing any Improvements provided by ACS. Licensee shall cooperate with ACS in providing access to the Equipment to the extent required to diagnose or resolve issues identified by Licensee concerning the Licensed Software.

4. PAYMENT.

4.1 Fees. In consideration of the licenses granted under this Agreement, Licensee shall pay to ACS the license fees set forth in each Order. Licensee shall pay to ACS the Maintenance Services fees as set forth in each Order or any Maintenance Services agreement between the parties. Additional Maintenance Services fees may apply for any Maintenance Services provided for Licensed Software that has been installed, implemented, customized, modified, enhanced or altered by any third-party service provider that is not a ACS certified service provider. Additional fees may be required for Services not considered in the initiating Order. Unless otherwise provided in the applicable Order documents, all fees are due upon the Effective Date of the applicable Order and are payable to ACS in U.S. dollars within fifteen (15) days of the date set forth on each invoice issued by ACS. All orders and license fees are non-cancelable and non-refundable, including, without limitation, upon termination of this Agreement. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (a) of 1.5% per month, or (b) the maximum amount allowed by applicable law. Licensee agrees to pay to ACS all reasonable costs and expenses of collection, including reasonable attorneys' fees and court costs, incurred by ACS to collect payments due under this Agreement.

4.2 Taxes. Licensee is liable for any and all sales, use, excise, value added, customs fees, or other similar taxes ACS must pay relating to the Licensed Software. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such taxes to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such taxes. Notwithstanding anything to the contrary in this section, ACS shall be solely responsible for all taxes based on its income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. Licensee acknowledges and agrees that: (a) ACS owns all right, title and interest in and to all ACS Software and related Documentation and ACS Confidential Information (and the media containing such Confidential Information) including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto; and (b) ACS's licensors own all right title and interest in and to all Third

Party Software and related Documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto.

5.2 Modifications. Licensee's right, if any, to make Modifications does not include the right to create new modules of ACS Software. Licensee agrees to assign to ACS without any additional consideration, and hereby does assign to ACS, all right, title and interest in and to all Modifications made by Licensee. All such Modifications shall be deemed ACS Software and the use of such Modifications by Licensee shall be subject to the terms and conditions of this Agreement. ACS shall not be responsible for providing Maintenance Services for any Modifications made by Licensee.

5.3 Protection of Confidential Information. Each party to this Agreement may furnish the other party with Confidential Information. The parties agree that, during the term of this Agreement and thereafter, each party will hold Confidential Information in a fiduciary capacity for the benefit of the other party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party, or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other party. Licensee will limit the disclosure of ACS's Confidential Information, to Employees with a need-to-know and who have been advised of the confidential nature thereof, or third party consultants with a need-to-know and who has been contractually obligated to maintain such confidentiality through signature of a nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement and naming ACS as an intended third-party beneficiary. Licensee shall provide copies of these agreements upon the written request of ACS. Licensee shall be liable for any breach by any Employee or third party consultant of the confidentiality obligations contained herein.

5.4 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

6. LIMITED WARRANTY; DISCLAIMER.

6.1 Limited Warranty. ACS warrants to Licensee that, subject to this Section 6, the ACS Software will perform without Documented Defects ("**ACS Software Warranty**") for a period three (3) months following delivery of the ACS Software to Licensee (the "**Warranty Period**"). Warranties related to any Third Party Software shall be specified in the applicable Supplement.

6.2 Obligations of Licensee. Licensee shall notify ACS in writing of any claim under the ACS Software Warranty during the Warranty Period (the "**Warranty Notice**"). The Warranty Notice will be given with sufficient access, including remote access, to the ACS Software and the Equipment, and sufficient information and time, to allow ACS to duplicate the Documented Defect.

6.3 Obligations of ACS. For any claim under the ACS Software Warranty, ACS's sole obligation shall be, at ACS's expense, to provide corrections of, or avoidance procedures for, Documented Defect(s) identified in the Warranty Notice or provide a mutually acceptable plan for correction. In the event ACS's obligation to provide avoidance procedures for or corrections of the Documented Defect(s) is not commercially feasible, ACS in its sole discretion may elect, upon written notice to Licensee, to terminate the license to use the defective module(s) and pay Licensee a refund equal to the license fees paid for the defective module(s) of ACS Software.

6.4 Limitations. The ACS Software Warranty shall not apply: (a) to any Modifications; (b) if the Licensed Software is not used on the Equipment or in accordance with the Documentation or this Agreement; (c) if the Licensed Software has been installed, implemented, customized, modified, enhanced or altered by Licensee or any third party that is not an ACS certified service provider; (d) if Licensee is not using the most recent Improvements of the Licensed Software; (e) to any error or defect caused by Licensee, an Employee, any third party, or any third-party software that is not provided by ACS as a part of the solution under Deliverables; or (f) to any error or defect arising as a result of drawings, designs or specifications provided by Licensee. ACS shall have no obligation or liability under the Warranty in the event that Licensee has not paid the applicable license or Maintenance Services fees when due.

6.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, ACS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THIS AGREEMENT, THE LICENSED SOFTWARE OR ANY MAINTENANCE SERVICES PROVIDED BY ACS TO LICENSEE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ACS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. ACS DOES NOT WARRANT THAT: (a) THE LICENSED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) ALL LICENSED SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE LICENSED SOFTWARE ARE DESIGNED TO MEET ALL OF LICENSEE'S BUSINESS REQUIREMENTS.

6.6 Exclusive Remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 6 SETS FORTH LICENSEE'S SOLE AND

EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 6.1 ABOVE.

7. INDEMNIFICATION.

7.1 Infringement Indemnification. Subject to the terms of this Section 7, ACS shall indemnify and defend Licensee against any claim brought against Licensee in the Territory by third parties alleging the use of the ACS Software or Documentation (a) infringes a United States patent, copyright or trademark registered as of the date ACS provides Licensee with the Licensed Software or Release thereof, or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided, however, that (i) Licensee gives ACS prompt notification in writing of any such Infringement Claim and reasonable assistance, at ACS's expense, in the defense of such Infringement Claim; (ii) ACS has the sole authority to defend or settle such Infringement Claim; and (iii) Licensee must make no admissions without ACS's consent. Infringement indemnification for any Third-Party Software shall be specified in the applicable Supplement.

7.2 Indemnification Limitations. ACS shall have no obligation for any Infringement Claim arising out of or relating to: (a) a Modification created by or at the direction of Licensee or a third party, (b) use of the ACS Software other than in accordance with the Documentation or the terms of this Agreement; (c) use of a Release no longer supported by ACS; (d) use of the Licensed Software without Licensee's implementation of all applicable Maintenance; (e) any Third-Party Software; or (f) use of the ACS Software in combination with any other hardware, software or other materials where absent such combination, the ACS Software would not be the subject of the Infringement Claim.

7.3 Effect of Infringement Claim. If an Infringement Claim is or, in ACS's reasonable belief, is likely to be asserted, (a) ACS may require Licensee to discontinue use of the ACS Software immediately and Licensee shall comply with such requirement; and (b) ACS will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the ACS Software or Documentation or affected part thereof as provided in this Agreement; (ii) replace the ACS Software or Documentation or affected part thereof with other non-infringing products or modify the ACS Software or Documentation or affected part thereof to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by ACS in its sole discretion, terminate this Agreement, in whole or in part, and the licenses granted pursuant to it, and pay to Licensee a pro rata refund of the license fees paid by Licensee for the infringing ACS Software, depreciated on a five-year straight line basis.

7.4 Exclusive Remedy. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. LIMITATIONS OF LIABILITY.

8.1 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5.3, ACS SHALL NOT BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ACS OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY LICENSEE TO ACS HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE SUCH CLAIM AROSE.

8.3 If a number of events of default give rise to substantially the same loss, they shall be regarded as giving rise to only one claim under this Agreement

8.4 Neither party may initiate any claim against the other arising out of this agreement or relating to the Licensed Software or Maintenance Services provided herein more than two years after the cause of action has arisen.

9. TERM AND TERMINATION.

9.1 Term. This Agreement and the licenses granted hereunder shall become effective as of the Effective Date and shall continue in effect perpetually, and as long as fees payable to Licensor are current, specific renewal terms will be indicated on subsequent order documents with respect to renewal terms following the Initial Support Term agreed to under this Agreement.

9.2 Termination. This Agreement and the licenses granted hereunder shall terminate upon the earliest to occur of the following: (a) thirty (30) days after one party gives the other party notice of the other party's material breach of any provision of the Agreement, unless such other party has cured such breach during such thirty (30) day period; or (b) immediately if Licensee becomes insolvent, makes an assignment for the benefit of creditors, appoints (or has appointed on its behalf) a trustee, receiver or similar officer, or commences a proceeding seeking reorganization, liquidation or similar relief under any bankruptcy, insolvency or similar debtor-relief statute.

9.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all amounts due and owing by Licensee to ACS under this Agreement and all Orders will be immediately payable; (b) use of the Licensed Software will immediately cease; (c) Licensee will delete and/or remove all Licensed Software from all Equipment and from any other computer hardware and storage media within Licensee's possession or control; and (d) all of ACS's Maintenance Service obligations will cease. In the event that ACS terminates this Agreement due to Licensee's breach, in addition to any other remedy or claim, ACS shall be entitled to retain any and all fees paid or payable by Licensee. Within thirty (30) days after termination of this Agreement, Licensee shall destroy or return to ACS all copies of the Licensed Software and any other ACS Confidential Information in any form, including but not limited to partial copies thereof, and will certify to ACS that all copies and portions thereof have been destroyed or returned. The terms of this Agreement that by their nature should survive termination of this Agreement shall survive termination of this Agreement including, without limitation, the provisions concerning protection of Confidential Information, proprietary rights, disclaimers, indemnification and limitations of liability.

10. GENERAL PROVISIONS.

10.1 Assignment. Licensee may not assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of ACS. Licensee acknowledges that ACS's applicable transfer, assignment or other fees may be payable. For purposes of this Agreement, "assignment" shall include a merger, acquisition or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition or other consolidation or by operation of law.

10.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of Sections 2 or 5 may likely cause irreparable injury to ACS and may entitle ACS to seek injunctive or other equitable relief in the event of any such material breach.

10.3 Dispute Resolution Process. Except as set forth in Section 10.2 herein, neither party may start arbitration, litigation or any proceedings with respect to this Agreement, unless and until the parties have first complied with the following dispute resolution process. A party claiming that a dispute has arisen must notify the other party in writing. Within 7 days after written notice of a dispute, each party must provide the name of an authorized representative to settle the dispute on its behalf. The authorized representatives of each party will use best efforts to resolve the dispute or agree on a process to resolve all or part of the dispute without arbitration or court proceedings within 20 days after written notice of the dispute. The existence, subject, evidence, information, documents, proceedings, and decisions resulting from the dispute resolution proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein, and shall not be used except to attempt to resolve the dispute. Each party must bear its own costs of resolving a dispute under this provision, and the parties must bear equally the costs of any appointed person used for resolving or attempting to resolve the dispute. Upon expiration of the 20 day period after written notice of the dispute, either party may terminate the dispute resolution process set forth herein by written notice to the other party. If either party does not comply with the dispute resolution process set forth herein, the other party will not be obligated to adhere to this provision.

10.4 Arbitration. Except with respect to equitable remedies and disputes related to the ownership and protection of Licensed Software, the parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding arbitration in Atlanta, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information in accordance with Section 5.3 herein, and shall not be disclosed by any party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. All arbitration proceedings and submissions, and the arbitration award, shall be in the English language. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10.5 Restricted Rights. The Licensed Software and any accompanying documentation were developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the Licensed Software with only those rights set forth herein, including, without limitation, the following: Licensed Software may be transferred to the U.S.

government only with the prior written consent of an officer of ACS and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.6 Export Control Notice. Licensee acknowledges the Licensed Software, or any part thereof, is being released or transferred to Licensee in the United States and is therefore subject to United States export control laws. Licensee acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Licensee shall defend, indemnify, and hold ACS and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws with respect to the use or transfer of the Licensed Software outside the United States by Licensee.

10.7 Third Party Beneficiaries. Third Party Software licensors shall be third party beneficiaries to this Agreement for purposes of enforcing their rights with respect to the applicable Third Party Software.

10.8 Audit Rights. Licensee will maintain books and records in connection with its installation and use of the Licensed Software. ACS shall have the right during the term of this Agreement and for up to one (1) year after the termination of this Agreement or the licenses granted herein, upon reasonable written notice and during normal business hours, to audit and inspect the Licensee, its books and records and its utilization of the Licensed Software in order to verify compliance with the terms of this Agreement. Audits will be made no more than once in any six (6) month period, and no more than twice in any twelve (12) month period. If an audit reveals that Licensee has underpaid for Licensed Software based on Licensee's actual use of such software, then Licensee will pay ACS, promptly upon demand by ACS: (a) the underpaid license fees therefore, which fees will equal ACS's then-current list rates; (b) additional associated fees for services to be provided by ACS for any Maintenance Services; (c) any applicable late charges; and (d) if an audit reveals that Licensee has underpaid for Licensed Software by five percent (5%) or more, ACS's reasonable costs of conducting the audit. If an audit reveals Licensee is utilizing the Licensed Software in a manner not permitted under this Agreement, Licensee agrees to take, at Licensee's expense, all reasonable corrective action requested by ACS.

10.9 Nuclear Liability Indemnification. (WHERE APPLICABLE) To the extent Licensee is the owner, operator or service provider for a nuclear facility, Licensee shall be subject to the additional terms and conditions to be set forth on Attachment B to this Agreement, incorporated herein by this reference. In the event that Licensee is not the owner, operator or service provider for a nuclear facility, Licensee acknowledges and agrees that it may not use the Licensed Software for any use whatsoever for any part of any nuclear facility. Licensee shall indemnify, defend and hold ACS harmless against any damage or loss arising from the use of the Licensed Software for any nuclear facility.

10.10 Independent Contractors. Nothing in this Agreement or in the course of dealing between ACS and Licensee shall be deemed to create between ACS and Licensee a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

10.11 Non-Solicitation. During the term of this Agreement, and for twelve (12) months thereafter, Licensee shall not, directly or indirectly, solicit or employ any current or former ACS employees who have provided services to Licensee under this Agreement, without ACS's prior written consent. The foregoing restriction shall not apply to former employees of ACS who have not provided services to Licensee under this Agreement within twelve (12) months of their termination of employment with ACS or whose employment with ACS was terminated more than twelve (12) months prior to Licensee's solicitation or employment. In the event Licensee does employ any ACS employee described herein without ACS's prior written consent, Licensee shall make payment to ACS, by way of liquidated damages, of an amount equal to the annualized base compensation and benefits at which Licensee hired such individual. Licensee shall make the payment described in the preceding sentence to ACS within thirty (30) days of the date of ACS's invoice for such payment.

10.12 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified or as if it had not been included.

10.13 Waiver; Amendment. Failure or delay by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be a waiver of that provision, right or option, or in any way to affect the validity of this Agreement. No waiver of any rights under this Agreement, or any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by both parties.

10.14 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

10.15 Publicity. ACS shall have the right to identify Licensee as a customer of ACS as part of ACS's marketing efforts, including customer lists and press releases.

10.16 Governing Law. This Agreement shall be governed by the laws of the State of Georgia, USA without giving effect to its choice of law principles. The parties

hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.17 Notices. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed or sent, as the case may be, to the appropriate addresses or facsimile numbers set forth on the first page of this Agreement (or to such other addresses or facsimile numbers as a party may designate by notice to the other party).

All notices for ACS shall be addressed to the attention of the Chief Financial Officer with a copy delivered to ACS's General Counsel.

10.18 Force Majeure. Neither party to this Agreement, other than for payments due, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, war, terrorist threat or government action; provided that if either party is unable to perform its obligations under this Agreement for one of these reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.19 Entire Agreement. This Agreement, all Appendices, attachments and exhibits hereto, and each Order, and all Supplements, attachments and exhibits thereto, constitute the entire agreement between ACS and Licensee with respect to the subject matter of this Agreement, and supersede all prior negotiations and agreements, whether oral or written, with respect to these matters. This Agreement and each Order shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to ACS regardless of any statement to the contrary contained in any such purchase order or document.

PRISM™ 11 Features

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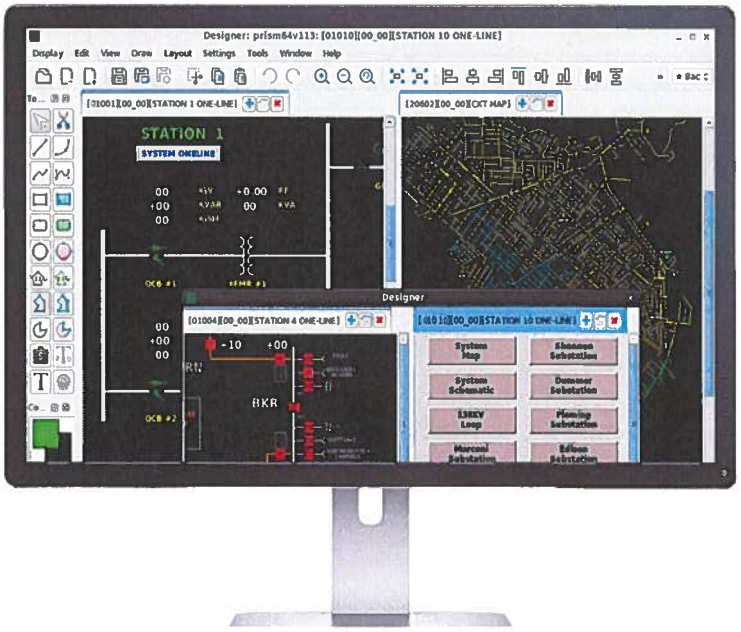
An Indra company

Continuing a long history of improvements and updates, PRISM 11 includes significant enhancements to both features and performance across the spectrum of PRISM applications. PRISM 11 is the first 64-bit version of our core platform taking full advantage of the increased memory space and parallel processing capabilities offered by the processor architecture. PRISM 11 will help you deliver real-time information and process information up to 10 times faster than with previous PRISM versions.

PRISM Designer Display Editor

PRISM Designer is the display editor tool that replaces DrawV as the application used for creation of dynamic system displays on your PRISM system. We will continue to provide support for DrawV on previous versions of PRISM, but PRISM 11.3 and later versions include PRISM Designer as the standard display building application.

PRISM Designer is built using the same framework as the current GOI, so the modular look and feel and use of multiple views will be familiar to customers with the most recent versions of PRISM. It will include new graphic objects and editing capabilities, such as format painting, new alignment/spacing options, drag/drop between windows, and more. All existing displays created using DrawV will be compatible with Designer. Going to PRISM 11 now will ensure you are able to take advantage of this new tool immediately upon release.



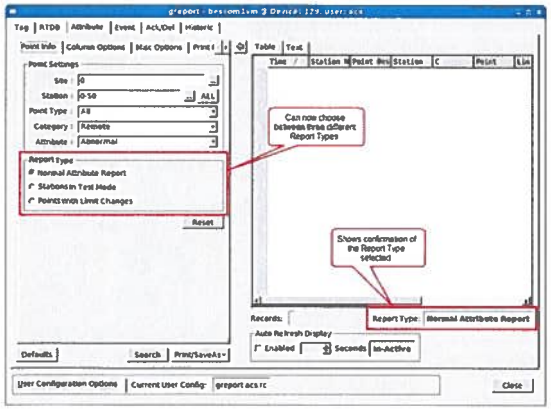
PRISM 11 Features

Increased System Performance

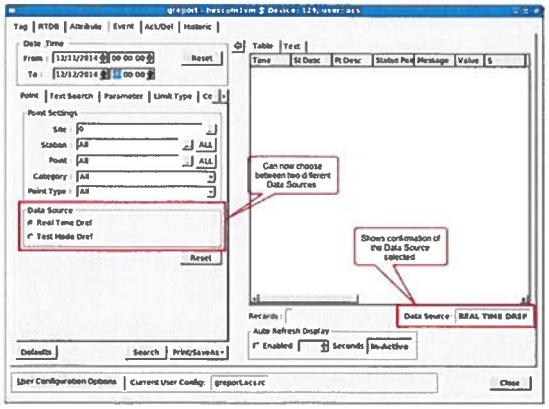
The PRISM system is designed to help utilities be agile and responsive when it comes to effectively managing your electrical network and infrastructure. We designed PRISM 11 with enhanced processing capabilities and expanded capacities to meet your needs.

System Speed

Your system must be able to perform at its best during those times when you need it the most–such as during a major storm or other outage event. PRISM has always been built on a high-performance real-time database in order to deliver mission-critical performance. Changes in PRISM 11 have increased its processing capability tenfold, from 5,000 database changes per second to 50,000. Now more than ever, you know the system can handle whatever comes your way.



Attribute Report: Highlighting the new Report Type options



Event Report: Highlighting the new Data Source options

Maximum Number of Stations

With the proliferation of IEDs and other automated devices and sensors being deployed on today's grid, a modern automation system requires almost unlimited expansion capability. PRISM 11 now supports up to 100,000 stations, with up to 100,000 points per category, to ensure that you never have to worry about outgrowing your investment.

Control Queue - Buffer Size

Historically, the number of controls issued in a SCADA system was relatively low and did not push the queue limit of 512 concurrent controls. This limit has now been increased to 5,000 to support the increased use of controls required by applications such as Integrated Volt/VAr Control (IVVC), which also utilizes a "keep alive" mechanism.

Maximum Number of GOI Devices

Previous PRISM versions support up to 160 Graphical Operator Interface (GOI) devices. This number has been considerably increased in PRISM 11; it now supports up to 300 devices. This is yet another way to ensure that you will not outgrow the system, enabling you to deliver increased situational awareness with more connections to PRISM system displays and reporting devices, whether locally, remotely, or on large multi-display video walls.

Functional Additions

PRISM 11 includes many new features and enhancements to improve ease-of-use and situational awareness.

Alarm Inhibit (AI): enhanced to block dissemination of alarms to the display and print devices while still writing them to DREF

Limit Value Modified Flag: new feature–adds a flag when a limit value of a point has been changed from the value specified in the database files. There is one flag per limit. This feature generates an alarm when the limit has been modified, and sets the corresponding Limit Modified Flag. It displays both the original and new limit values in the alarm.

Event Inhibit (EI): a new RTDB attribute–blocks events from writing to Disc Resident Event File (DREF) and thus broadcasting to display and print devices. The EI Tag is available for both Status and Telemetry and is accessible in DrawV.

Rate Of Change Modified Flag (ROCM): adds a flag when the ROC value has been changed from the value that is specified in the database files. This flag is available for internal use and does not generate a system alarm.

Clamp To Zero (CTZ): a new attribute that allows the clamping of the current value (CV) of a telemetry point to zero when written to the database, if the CV is within a specified tolerance range.

Passing Sequence of Events (SOE) timestamp to RTDB: originally, the timestamp of the last update entry for a status point with time was stored only as seconds. This is now an 8-byte value and allows the timestamp of the last update to be stored in both seconds and milliseconds if the time value is supplied by the field device. If the SOE time is applied by the front-end driver (PCI, etc.), instead of from the field, then the milliseconds value will be stored as zero.

Short Circuit Value (SCV): an addition that saves the last non-zero value of all telemetry points. This enables the capture of the last reported value just before an outage occurs, providing the ability to determine loading prior to the outage.

Test Mode for Station: new feature–used for RTU testing or retesting. In Test Mode, alarms/events are routed to a separate "Test Mode" DREF file. It does not support alarm carry over to the next day, or alarm acknowledgment/deletion. Test Mode is a valuable tool that permits checking and verification of new field devices and associated database changes without affecting the production real-time database.

Study Mode Modified: for DMS applications, Study Mode has been modified to allow up to 10 separate modes per workstation. Study Mode is now local to the workstation as opposed to being broadcast globally, as in prior versions of PRISM. Underlying databases (DASdb) are unique for each Study Mode in the system. Note that changes in Study Mode DO NOT generate alarms.

Ground Tags (GT) and Ground Tag Flags (GTF): new tag types added to the system that may be applied to Status and Telemetry Points. For DMS systems, a trace is performed and the GTF is applied to the objects affected by the GT. When attempting to close into a GT, the operator will be alerted. GTF was updated from 1 bit wide to 3 bits wide to accommodate three-phase power flow direction. GT has been added to Status Device Objects - Security Presentation and is accessible in DrawV.

Generate Alarm - Pass In Alarm Priority: allows PRISM applications to generate an alarm while setting a new "alarm priority" which overrides the one associated with that RTDB point. The alarm priority override occurs on an ad hoc basis for that specific alarm and is not set permanently. This is generally used internally for PRISM applications that can generate an alarm but is also available within the CMI application for use in scripts.

Multi-Bit Mode: In addition to single bit per status points, PRISM 11 supports the use of the multi-bit status point, available in DNP and IEC protocols. Both modes allow linking of status points to support data reported from the field. The storage of multi-bit data as 1 status point location, as well as protocols up to 4 bits, are supported in PRISM 11.

NRLIMIT Alarm Type: The standard NLIMIT alarm type in PRISM is an analog limit alarm for a point that traverses a set limit on the point, with a timestamp that is shown as seconds. The new NRLIMIT alarm type in PRISM 11 supports showing the timestamp for the analog limit alarm in milliseconds, provided the data from the RTU is time tagged.

PRISM 11 Benefits at a Glance

- Required to support new PRISM Designer display editor
- Improved system performance/speed
- Enhanced alarm/event functionality
- Support for increased system expansion
- Heightened situational awareness for operators
- Expanded reporting functionalities
- Enhanced system security features

	PRISM 10	PRISM 11
Performance (RTDB changes/sec)	5,000	50,000
Max # of Stations Points/Category	10,000	100,000
Control queue: buffer size	512	5,000
Max # of GOI devices	160	300

Up to ten Study Modes per workstation

PRISM 11 Features

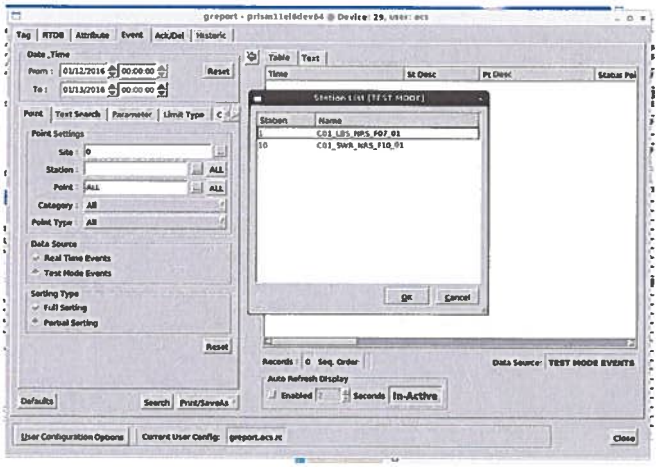
Improved Reporting (Greport)

Several new functionalities have been added in Greport, the reporting tool accessed via the PRISM GOI.

Tag Report: allows filtering of the Ground Tag (TGT) and Event Inhibit Tag (TEI) in the Tag Type Column

Attribute Report: two new options have been added to the standard Attribute Report: "Stations In Test Mode" and "Points In Limit Changes". A confirmation text label shows which one is currently active.

Event Report: adds Data Source Selection with a confirmation text label showing which Data Source is currently active.



Security-Related Updates

Secure Shell (SSH) is a cryptographic network protocol for securely providing access to a remote computer and operating network services over an unsecured network. SSH commands are encrypted and secure in several ways. Both ends of the client/server connection are authenticated using a digital certificate, and passwords are protected by encryption. With PRISM 11, SSH is now the standard when it comes to remote login, making backups, and remote file transfer via scp or sftp. The old tools, such as rcp, ftp, rsh or remsh, have been replaced with scp, sftp and ssh.

Structure Changes and Upgrade Impact

These applications/conversion programs were modified or added to aid the transition from PRISM 10 to PRISM 11.

RTDB (DASdb) - Lightweight point

For customers with Topology Processor, PRISM 11 supports a reduced-size data item to hold the colorization code for line sections in the topology model. This reduces the amount of memory that must be allocated for the line section points in the Real-Time Database (RTDB).

RTDB Initialization

RTDB Initialization application, rtdbinit, will initialize the Limit Modified Flag attributes, as well as the Rate Of Changed Modified (ROCM) attribute.

LibreOffice

LibreOffice replaced OpenOffice as the standard spreadsheet-based reporting tool integrated with PRISM. LibreOffice incorporates more features and improvements, and includes the same PRISM macros/ interfaces, applications for word processing, spreadsheets, presentations, and databases found previously in OpenOffice.

SwitchPlan

SwitchPlan replaced Switch Order for DMS applications, providing enhanced capabilities for those applications that perform automated switching on the network.

Email info@acspower.com for additional product specification and pricing information.

Minsait ACS, An Indra company
Advanced Control Systems, Inc.
2755 Northwoods Parkway I Peachtree Corners, GA 30071
email: info@acspower.com I 800.831.7223 I acspower.com

minsait ACS

An Indra company

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Resolution No. 2065-2020 Emergency Rules and Procedures for City Council Meetings and Briefing During Declared Public Health Emergency (COVID-19)

DATE: August 24, 2020

BACKGROUND

On March 9, 2020, State of Florida Governor Ron DeSantis issued Executive Order No. 20-52 ("EO 20-52") that declared a statewide Public Health Emergency due to the dangers of COVID-19, and that authorized local governments to take any prudent action necessary to ensure the public health, safety, and welfare.

On August 7, 2020, Governor DeSantis issued Executive Order No. 20-193 which extends Executive Order No. 20-69 (previously extended by Executive Orders 20-121, 20-123, 20-139, and 20-150) suspending any Florida Statute that requires a quorum to be present in-person or requires a local government body to meet at a specific public place and permits local government bodies to utilize communications media technology ("CMT") such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2., Florida Statutes, through 12:01 a.m. on October 1, 2020. It is widely anticipated around the State that the use of CMT will not be further extended by the Governor.

City Council meetings and briefings are necessary in order to conduct City business and governance. Since March 2020, most local governments, including the City of Jacksonville Beach, have utilized CMT to conduct governing body meetings and briefings. Starting October 1, 2020, the Governor's suspension will likely terminate. Meanwhile, the public health emergency continues. As do the Governor's, county's, and the City of Jacksonville Beach's declarations of emergency.

In order to implement safety measures and mitigation efforts to protect the City Councilmembers, City staff and public health, welfare, and safety during City Council meetings and briefings, a hybrid format of rules, procedures, and protocols are necessary to allow public access, attendance and meeting participation. This proposed Resolution No. 2065-2020 provides rules, procedures, and protocols for City Council meetings and briefings that are held during any State, County, or City declared emergency during the COVID-19 pandemic.

REQUESTED ACTION

Adopt/Deny Resolution No. 2065-2020 to establish and implement rules, procedures and protocols for City Council meetings and briefings that are held during any state, county, or City of Jacksonville Beach declared emergency during the COVID-19 pandemic.

RESOLUTION NO. 2065-2020

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH ESTABLISHING RULES, PROCEDURES AND PROTOCOLS FOR CITY COUNCIL LIVE PUBLIC MEETINGS AND BRIEFINGS DURING THE PERIOD OF THE DECLARED PUBLIC HEALTH EMERGENCY CAUSED BY COVID-19; PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF INCONSISTENT RESOLUTIONS AND CITY COUNCIL DECISIONS, SEVERABILITY, DIRECTIONS TO THE CITY CLERK, AND AN EFFECTIVE DATE.

WHEREAS, on March 9, 2020, State of Florida Governor Ron DeSantis issued Executive Order No. 20-52 ("EO 20-52") that declared a statewide public health emergency due to the dangers of COVID-19, and that authorized local governments to take any prudent action necessary to ensure the public health, safety, and welfare; EO 20-52 has been extended through September 5, 2020 ("Governor's Declaration"), and officials expect it will be further extended; and

WHEREAS, on March 13, 2020, Duval County/City of Jacksonville Mayor, Lenny Curry, issued Emergency Executive Proclamation 2020-001 that declared a state of emergency due to the COVID-19 public health emergency in the Consolidated City of Jacksonville, including the City of Jacksonville Beach ("City") ("County's Proclamation"); on July 29, 2020, Mayor Curry issued Emergency Executive Proclamation 2020-006 that extended the County's Proclamation; and

WHEREAS, pursuant to Section 252.38(3)(a)5., Florida Statutes, on March 13, 2020, the City issued a Declaration of a State of Emergency ("City's Declaration") to activate and implement safety and mitigation measures to protect the health, welfare, and safety of City residents, businesses, and staff against COVID-19 risks; the City's Declaration has continually been extended to current date in accordance with Florida law; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order No. 20-69, which suspended any Florida Statute that requires a quorum to be present in-person or requires a local government body to meet at a specific public place and permitted local government bodies to utilize communications media technology ("CMT") such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2., Florida Statutes; and

WHEREAS, at the City Council meeting held on April 6, 2020, the City Council unanimously approved the use of CMT and alternate start times to conduct City Council meetings and briefings in order to conduct City business during the public health emergency; and

WHEREAS, the Governor's Declaration, the County's Proclamation, the City's Declaration, and many other emergency orders have been issued to implement safety measures and mitigation efforts to protect the public health, welfare, and safety; and

WHEREAS, public health officials consistently recommend avoiding close physical interaction between people in order to slow or help prevent the spread of COVID-19; and the U.S.

Centers for Disease Control ("CDC") recommends social distancing and avoiding large group gatherings because the virus spreads through respiratory transmission and contact; and

WHEREAS, the intent and purpose of the Governor's emergency orders, the Governor's task force, and applicable CDC guidance, particularly in Phase II of opening the State of Florida, is to maintain the recommended safety protocols; and

WHEREAS, official reports and data show that the COVID-19 pandemic continues to be a health threat at the national, state, and local levels, and that governments should maintain precautionary proactive measures against the health dangers and transmission of COVID-19 to protect the public health, welfare, and safety of citizens; and

WHEREAS, the City Council is aware that special unprecedented rules and provisions must be made to ensure that City business and governance can occur without unnecessarily exposing either City personnel or the public to a risk of infection while ensuring public access and open government for City Council meetings and briefings; and

WHEREAS, Section 2-194(b)(1) of the City Code of Ordinances allows the procedures and formalities otherwise required of the City by law may be waived by the Mayor and City Manager jointly, and authorizes them to take whatever action is necessary to ensure the health, safety, and welfare of the community during a state of emergency; and

WHEREAS, Section 2-55 of the City Code of Ordinances defines an emergency measure as an ordinance or resolution to provide for the immediate preservation of the public peace, property, health or safety; section 2-56 of the City Code of Ordinances requires the affirmative vote of five (5) members of the City Council to enact an emergency measure; and

WHEREAS, on March 19, 2020, the Attorney General issued AGO 2020-03 which provides that "unless and until legislatively or judicially determined otherwise, if a quorum is required to conduct official business, local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in-person, or the in-person requirement for constituting a quorum is lawfully suspended by the Governor during the state of emergency"; and

WHEREAS, on August 7, 2020, Governor DeSantis issued Executive Order No. 20-193 which extends Executive Order No. 20-69 (previously extended by Executive Orders 20-121, 20-123, 20-139, and 20-150) suspending any Florida Statute that requires a quorum to be present in-person or requires a local government body to meet at a specific public place and permits local government bodies to utilize CMT such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2., Florida Statutes, through 12:01 a.m. on October 1, 2020; and it is anticipated that the use of CMT will not be extended past that time; and

WHEREAS, the purpose of Florida Statues, Chapter 252, Emergency Management, as set out in Section 252.32(1), Florida Statutes, is "to protect the public peace, health, and safety and to preserve the lives and property of the people of this state" and Section 252.32(1)(b), Florida Statutes is "to confer upon ... the governing body of each political subdivision (any county or municipality) the emergency powers provided herein"; and

WHEREAS, Section 252.46, Florida Statutes, authorizes and empowers municipalities to make, amend, and rescind such orders and rules as are necessary for emergency management purposes, and to supplement the carrying out of the provisions of the State Emergency Management Act (Florida Statutes Sections 252.31-252.60); and

WHEREAS, Section 252.34(5)(c), Florida Statutes, provides that emergency management means the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters, and which specific emergency management responsibilities include response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency; and

WHEREAS, the policy and intent in Section 252.38, Florida Statutes is that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision, and the power is granted to provide for the health and safety of persons; and

WHEREAS, public City Council meetings are designated as limited public forums by the Supreme Court; this allows reasonable regulations, policies or rules that do not attempt to suppress speech or a speaker, based on the disagreement with said speaker's views; and

WHEREAS, under Section 252.46(2), Florida Statutes, this Resolution shall serve as an order that will have full force and effect of law when filed in the office of the City Clerk, and all existing laws, ordinances, and rules inconsistent with the provisions of this Resolution shall be suspended during the period of time and to the extent that such conflict exists; and

WHEREAS, the City Council finds that when virtual/CMT local government meetings are no longer authorized by the Governor, it is in the best interest of the health, welfare, and safety of the community to adopt this emergency measure Resolution to conduct City Council meetings and briefings in order to continue City business in a hybrid format of rules, procedures and protocols to allow public access, attendance and meeting participation.

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

SECTION 1. Adoption of Recitals and Legislative Findings. The foregoing recitals and legislative findings are deemed true and material parts of this Resolution and are fully incorporated herein by reference.

SECTION 2. City Council Meetings and Briefings During the COVID-19 Declared State of Emergency.

<u>I – City Council Meetings.</u>

A. Effective October 1, 2020, and during the declared state of emergency either on the state, county or City level, the City Council meetings will begin at 6:00 p.m., otherwise, all other aspects of Sec. 2-16 - *Public Meetings*, City Code of Ordinances remain in effect.

B. Council Members must be physically present in Chambers during any City Council meeting in order to vote on any action item, Ordinance or Resolution that is before the City Council.

C. Chambers seating will be configured to allow for social distancing (six feet distance or greater) between Council Members, City staff, and the public.

D. Chamber occupant load capacity will be based on seating arrangement and allowance for six feet social distancing. This number will change as the room set up changes. At no time will the occupant load be greater than 50% of the normal Chamber occupant load.

E. Face coverings or masks for all people in Chambers are encouraged and recommended at all times. If social distancing cannot be maintained then face coverings or masks will be required.

F. City staff and the public will utilize personal protective equipment ("PPE") while in Chambers. The public is encouraged to bring their own PPE. The City will have PPE available, but cannot guarantee adequate supplies for all meeting participants.

G. The meetings will be conducted in a hybrid format to allow public attendance and participation in-person, and also by using alternative methods.

H. Public speaker cards will not be used during City Council meetings. A public speaker who is present in Chambers may raise his/her hand to be recognized to speak on an agenda item or during the courtesy of the floor portion of a meeting. The Mayor will call upon those members of the public who wish to speak for a maximum of three minutes.

I. Citizens may also continue to participate and speak on specific agenda items by submitting comments via email, an online submission form, U.S. Mail, or submit in the drop box at the East entrance of City Hall before the scheduled agenda meeting. All submissions will be read into the record. All submissions become public record. All submissions will be limited to three minutes reading time. Submissions should include the speaker's name and address. If the submission is made on behalf of a business then the business name and address should be provided. Information on how to use these modes of participation will be published to the public on the City Council meeting agenda notices and the City's website.

J. Members of the public and organizations who attend a meeting in person are encouraged to bring the minimum number of persons necessary to speak on that particular item or topic.

K. City staff are instructed to bring the minimum number of staff needed to address a particular agenda item.

II – City Council Briefings.

A. Effective October 1, 2020, City Council briefings held on the second and fourth Mondays of each month will be held virtually using CMT starting at 5:30 p.m.

B. The public will be provided the options to attend, view, and listen to briefings using CMT.

III – City Council Meetings and Briefings.

A. The City Manager and City Attorney are authorized to take any actions that will ensure compliance with the Sunshine Law and to provide technology and administrative support as necessary to fulfill these objectives as they relate to City Council meetings and briefings.

B. These rules, measures, and procedures are designed and intended to follow the CDC health safety recommendations/mitigation and to protect the safety, health, and welfare of the community, City staff and Council Members.

C. Pursuant to Florida law, this Resolution shall be deemed permissive regulations that are enforceable as law. This Resolution and rules set forth herein may be enforced by the City Police Department law enforcement officers, Code Enforcement officials, Fire Marshal and their designees.

D. With the exception of each of the modifications and rules set forth herein, City Code of Ordinances Chapter 2 - *Administration*, Article II – *City Council*, Division 1 - *Generally*, Division 2 – Rules of Order, and Division 3 – *Procedures for adoption of ordinances and resolutions*, shall otherwise be unchanged and continue to be in effect.

SECTION 3. Repeal of Prior Inconsistent Resolutions and City Council Decisions. All prior resolutions or parts of resolutions, and prior City Council decisions that are in conflict herewith are hereby repealed to the extent of the conflict.

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

SECTION 5. Directions to City Clerk. Upon adoption of this Resolution, the City Clerk shall cause the Resolution to be properly filed and recorded in the City Clerk's office.

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

AUTHENTICATED this ___ day of September, 2020.

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8147 revising, amending, and adding new sections to City Code of Ordinances Chapter 19 – Public Nuisance Abatement

DATE: August 17, 2020 (Second Reading)

BACKGROUND

On August 17, 2020, the City Council approved the first reading of Ordinance No. 2020-8147, with a clarification to Sec. 19-7(7) to add "Florida Department of Financial Services prevailing legal rate", in the place of the term of just "legal rate".

Chapter 19 of the City Code of Ordinances was codified in the 1950s. It is outdated, unfitting, and lacking elements vital to the Code Enforcement Department to control and abate public nuisances. The current Chapter 19 places significant responsibility of nuisance abatement and code enforcement upon the City Manager and City Council, rather than the building official, code enforcement officer(s), and Special Magistrate. The building official, code enforcement officer(s), and Special Magistrate should be the designated officials charged with securing compliance and enforcement of public nuisance abatement. The code hearing procedures should commence through the Special Magistrate. The City Manager and City Council should not be implicated as decision makers in an appellate challenge of the City nuisance abatement decisions.

The attached Ordinance No. 2020-8147 provides necessary revision, amendment, and new sections to Chapter 19 that will: (a) expand the authorities and powers of the building official and code enforcement officer(s) to cite, control, prosecute, and abate public nuisances; (b) remove the lengthy procedures that place responsibility for code enforcement hearings and review on the City Manager and City Council; (c) establish the Special Magistrate code enforcement hearings and review processes; and (d) clarify appeals and levy of special assessment lien against property. This Ordinance serves the safety, health, and welfare public purposes with improved public nuisance abatement code enforcement methods and procedures.

At Council briefing on August 7, the Council requested that a nuisance abatement lien reduction policy be developed for presentation to Council.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8147 to revise, amend, and add new sections to City Code of Ordinances Chapter 19 – Public Nuisance Abatement.

Introduced by: Council Member Chris Hoffman
1st Reading: August 17, 2020
2nd Reading: _____

ORDINANCE NO. 2020-8147

AN ORDINANCE TO AMEND AND REVISE CHAPTER 19 – NUISANCES OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, TO REFLECT BEST PRACTICES, REGULATIONS, STANDARDS, AND PROCEDURES FOR CODE ENFORCEMENT OF PUBLIC NUISANCE ABATEMENT; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance pursuant to Art. VIII, § 2 of the Constitution of the State of Florida; and Chapter 166, Florida Statutes; and

WHEREAS, the City Code of Ordinances Chapter 19 – Nuisances, codified in the 1950s, is outdated, unfitting and lacking elements vital to the Code Enforcement Department to control and abate public nuisances; and

WHEREAS, the current Chapter 19 places significant responsibility of nuisance abatement and enforcement upon the City Manager and City Council, rather than the building official, code enforcement officer(s), and Special Magistrate; and

WHEREAS, the City Council desires to retitle, amend, and revise Chapter 19 of the City Code of Ordinances to reflect best practices, regulations, standards, and procedures for public nuisance abatement and enforcement; and

WHEREAS, a new Chapter 19 will: (a) correct conflicts between code enforcement nuisance abatement processes and the Special Magistrate hearing process; (b) eliminate lengthy processes designated to be handled by the City Manager and City Council; (c) create the Special Magistrate enforcement hearing procedure; and (d) provide clarification, modern practices, and additionally empower code enforcement officers to secure compliance and enforcement of public nuisance abatement; and

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

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

SECTION 2. THAT THE TITLE AND SEC. 19-1 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, ARE HEREBY AMENDED TO READ AS FOLLOWS. [1]

Chapter 19 – PUBLIC NUISANCE~~S~~ ABATEMENT

ARTICLE I. - IN GENERAL

Sec. 19-1. – Public nuisance ~~D~~defined.

(1) For the purposes of this chapter, the word "public nuisance" is hereby defined as any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

~~(1)~~a. Injures or endangers the comfort, repose, health or safety of others; or

~~(2)~~b. Offends decency; or

~~(3)~~c. Is offensive to the senses; or

~~(4)~~d. Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch, or drainage; or

~~(5)~~e. In any way renders ~~other person insecure in life or the use of property,~~ or poses a hazard to people or property; or

~~(6)~~f. Essentially interferes with comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

(2) The maintaining, using, placing, storing, keeping, depositing, leaving, or permitting to be or remain on any public or private property or appurtenances, structures, or fixtures of any of the following items, conditions or actions are hereby declared to be and constitute a public nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

a. Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetative growth to a height of 10 inches (10") or more upon any property premises or land within a developed area of the City. For the purposes of this subsection, developed area shall mean any platted or occupied section of the City abutting a public right-of-way in which 25 percent (25%) of the lots in a block or tract have been developed by the building of a residential or commercial structure. In addition to the declaration of a nuisance in a developed area, the fire marshal may declare a lot a nuisance in an undeveloped area under the regulations of the Fire and Life Safety Code of the City of Jacksonville Beach, Florida as adopted by chapter 10 of this Code;

b. Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed animal matter; fruit, vegetables, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

[1] Revisions to the Code are indicated with ~~strikethrough~~ text to indicate deletions and underline text to indicate additions.

c. Any condition which provides harborage for rats, mice, snakes, and other vermin;

d. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

e. All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

f. All disagreeable or obnoxious odors and stenches, as well as the conditions, substances, or other causes which give rise to the emission or generation of such odors and stenches;

g. The carcasses of animals not properly disposed after death;

h. The pollution of any public well or cistern, stream, lake, canal, or body of water by sewage, dead animals wastes, or other substances;

i. Any building, structure, or other place or location where any activity which is in violation of local, state, or federal law is conducted, performed, or maintained;

j. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

k. Dense smoke, noxious fumes, gas, soot, or cinders;

l. Neglect or failure to keep in a state of good repair any sidewalk, footway, or foot pavement situated upon any public lands lying immediately adjacent to the abutting private property by the party owning, occupying or having the custody of such abutting premise; or

m. Stores, allows, or causes waste, debris, materials, or hazardous products in an open yard that is visible to the public.

SECTION 3. THAT SEC. 19-2 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-2. ~~Illustrative enumeration~~ Enforcement official; right of entry.

~~The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:~~

~~(1) Noxious growth and other rank vegetation such as weeds, grass, vines, palmetto scrub, or other similar vegetable growth to a height of ten (10) inches or more upon any premises or land within a developed area of the city. For the purposes of this subsection, developed area shall mean any platted or occupied section of the city abutting a public right-of-way in which twenty-five (25) percent of the lots in a block or tract have been developed by the building of a residential or commercial structure. In addition to the declaration of a nuisance in a developed area, the fire chief may declare a lot a nuisance in an undeveloped~~

~~area under the regulations of the fire prevention code as adopted by section 10-1 of this Code;~~

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

~~(3) Any condition which provides harborage for rats, mice, snakes and other vermin;~~

~~(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;~~

~~(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;~~

~~(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;~~

~~(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;~~

~~(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances;~~

~~(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;~~

~~(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;~~

~~(11) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities;~~

~~(12) Neglect or failure to keep in a state of good repair any sidewalk, footway or foot pavement situated upon any public lands lying immediately adjacent to the abutting private property by the party owning, occupying or having the custody of such abutting premises.~~

The building official and code enforcement officer(s) are designated as the enforcement officials of this section and the building official or designee are delegated the authority to enforce the provisions of this section, including the authority to inspect, issue orders to cause any violation of this chapter to be terminated, suppressed, and abated, and impose a lien upon any lot, tract, or parcel of benefited property for the actual costs of terminating, suppressing, and abating such violation.

(1) *Right of entry*. The building official, designees, and code enforcement officer(s) shall have the right of entry upon real property and shall be immune from prosecution, civil or criminal, for trespass upon real property while in discharge of their duties in enforcing the provisions of this section. The same immunity shall inure to the fire marshal, City engineer, and all City employees acting under this section, their authorized agents, assistants, and contractors employed on behalf of the City in connection with such enforcement.

SECTION 4. THAT SEC. 19-3 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-3. - Notice to owner to remove, suppress or abate~~; contents~~.

Whenever it is made to appear to the ~~city manager~~ building official and/or code enforcement officer(s) after investigation that a nuisance exists within the ~~c~~City, ~~he~~ they shall ~~forthwith~~ prepare an estimate of the total cost of removing, suppressing, or abating the nuisance, and cause to be served upon the person owning, occupying, or having the care or custody of any ~~lot or parcel of land~~ premises upon or in connection with such nuisance a written notice to remove, suppress, or abate the nuisance within ~~twenty (~~20~~)~~ days after service of the notice, which notice shall:

(1) Describe the prohibited act, occurrence or condition, in sufficient detail to plainly identify same;

(2) State the legal description of the property on which the same exists or is maintained;

(3) State the estimated total cost which will in the opinion of the ~~city manager~~ building official and/or code enforcement officer(s) cover the total cost of removing, suppressing, or abating same;

(4) The proportion of such cost proposed to be borne by the ~~c~~City, if any;

(5) The proportion of such estimated amount which shall be borne by the owner or occupant of the premises involved;

(6) State that unless such prohibited act, occurrence, or condition has been effectively removed, suppressed, or abated on or before the time stated in the ~~twenty~~ 20-day notice, the ~~c~~City will remove, suppress, or abate the same and assess the cost of so doing, or such proportion thereof as it may deem equitable and just, against the owner or occupant of the premises involved, provided such assessment shall in no event exceed the proportion of the estimated amount set forth in the aforementioned notice to be borne by the owner or occupant of the premises involved; and

(7) That such notice shall be served by hand delivery or certified mail, return receipt requested, upon the owner, occupant, or person having the care or custody of the particular property involved, if he be found upon the premises or within the ~~c~~City, and in case the owner, occupant, or custodian, cannot be found within the ~~c~~City after reasonable and diligent inquiry, such notice shall be posted in a conspicuous place upon the premises and a copy thereof mailed to the last known address or the address provided in official tax records of such owner, occupant, ~~or~~ person, or agent having the care or custody of the land involved.

SECTION 5. THAT SEC. 19-4 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-4. – Hearings; hearing notices; conduct of hearings; Special Magistrate designated.

The City's Special Magistrate shall have authority to hold hearings and assess fines against property owners and issue orders having full force of law in accordance with this chapter. Any person, owning or occupying the property abated, removed or otherwise ~~interested~~ suppressed, who objects to the proposed removal, suppression or abatement, or levy of a special assessment under this chapter, must present in writing to the ~~city manager~~ building official and/or code enforcement officer(s), his/her objections, within ~~ten (~~10~~)~~ days of delivery of the mailing or posting of the notice and must request a hearing before the ~~city council~~ Special Magistrate as provided in Ch. 2, Art. VI, Sec. 2-170~~, or the person shall have deemed to have consented thereto~~. The hearing shall be on the first regularly scheduled meeting following the request for the hearing. Failure to request a hearing or to appear before the Special Magistrate within the prescribed time shall be deemed a waiver of the property owner's rights to appeal administrative action of the City or Special Magistrate to abate the nuisance. After the hearing, the ~~city council~~ Special Magistrate, in the exercise of ~~its~~ his/her discretion, may revise, modify, or abandon the proposed action or order any additional action. Action may also be brought in circuit court for abatement of a public nuisance. In addition to lien rights, the City may apply to the court for a money judgment against the property owner for the City's cost to abate the nuisance. The building official and code enforcement officer(s) may initiate any proceeding allowed under this chapter.

(1) The clerk for the Special Magistrate shall schedule the hearings and the code enforcement officer(s) shall issue hearing notices: (a) by sending written notice of the hearing to the owner and/or operator by certified mail, return receipt requested; or (b) by hand delivering the written notice to the owner and/or operator of the premises at their last known address at least 15 calendar days prior to the scheduled hearing. If an attempt to serve notice upon the owner and/or operator by hand delivery or certified mail is unsuccessful, service of the notice of the hearing may be made by posting as provided in Section 162.12(2)(b), Florida Statutes, such posting to take place not less than 10 days before the scheduled hearing date. The owner and/or operator shall be responsible for providing notice, to any tenant, lessee, or lessor, of the hearing.

(2) Notice of hearing. The notice of hearing shall include:
   a. Statement of the time, place, and nature of the hearing;
   b. Statement of the legal authority and jurisdiction under which the hearing is to be held;
   c. Reference to the particular sections of the statutes and/or ordinances involved; and
   d. Short and plain statement of facts summarizing the incidents complained.

(3) Conduct of hearings:
   a. City staff shall present evidence before the Special Magistrate.
   b. The alleged violator and the City shall have an opportunity to present evidence and argument on all issues involved, conduct cross examination, submit rebuttal evidence, and to be represented by legal counsel.
   c. The Special Magistrate may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be given

under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings. Orders of the Special Magistrate shall be based upon competent and substantial evidence.

d. The City shall have the burden of proving the existence of an unlawful public nuisance by the greater weight of the evidence.

e. If the alleged violator(s) has been properly noticed in regard to the hearing before the Special Magistrate and fails to appear, the board may proceed with a hearing in absentia on the merits of the alleged violation. Any findings or orders resulting from such hearing are valid and binding upon the owner and/or operator.

SECTION 6. THAT SEC. 19-5 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-5. – ~~Abatement by city~~ Appeals.

~~If at the time specified in the notice of section 19-3, the nuisance has not been removed, suppressed or abated, the city manager shall remove, suppress or abate the nuisance referred to in the notice according to the terms set forth in the notice~~ An aggrieved party, including the City, may appeal a final administrative order of the Special Magistrate to the circuit court of Duval County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within 30 days of the date of execution of the order being appealed. The filing of an appeal shall not constitute an automatic stay of the proceedings or abatement of the nuisance without further action by the court.

SECTION 7. THAT SEC. 19-6 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-6. - ~~Levy of special assessment lien against property to finance and defray costs~~ Removal, suppression and abatement of public nuisance by City.

~~The city council shall, as soon as practicable and within thirty (30) days after the completion of work as authorized in this chapter, ascertain and determine the actual cost thereof and the respective portions to be borne by the city if any, and the owners or occupants of the property involved and thereupon, by resolution, fix, levy and impose a special assessment against the property involved at an amount not exceeding either the actual cost of the work, or the estimated special assessment stated in the notice, which notice shall specify the following:~~

~~(1) Description of the work performed;~~
~~(2) Date of completion;~~
~~(3) Total cost;~~
~~(4) The proportion of such cost to be financed and defrayed by special assessment;~~
~~(5) The unit or basis for distribution the amount to be specially assessed among the several parcels of property where more than one parcel is liable for assessment;~~

~~(6) The fact that a lien has been assessed by the city with a complete schedule or breakdown of the specific amount of special assessment levied and imposed against and upon each respective particular parcel of property involved, showing in detail the description of the property, name of owner and amount of assessment as severally and respectively levied and imposed;~~

~~(7) That such liens shall bear interest at rate of eight (8) percent per annum unless paid within thirty (30) days after publication of such resolution;~~

~~(8) That the city clerk shall forthwith have prepared and entered in a lien book maintained in his office as an official record, the amount of such lien assessed against each parcel of property, the date of completion of such work and such other information as may be deemed appropriate;~~

~~(9) That the city clerk shall cause the resolution to be published by posting, or publication in a newspaper, as required by law;~~

~~(10) That the city shall have, assert and possess a lien, superior to all other claims, except taxes, against and upon the property as therein described for the respective amounts of such special assessments as indicated above, together with interest and costs of collection;~~

~~(11) Commanding the tax collector to enforce collection thereof.~~

If at the time of issuance specified in the notice of section 19-3, the nuisance has not been removed, suppressed, or abated, the building official and/or code enforcement officer(s) shall take any necessary action to remove, suppress, or abate the nuisance referred to in the notice according to the terms set forth in the notice.

SECTION 8. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SEC. 19-7 OF CHAPTER 19, WHICH SAID SECTION SHALL READ AS FOLLOWS.

Sec. 19-7. - Levy of special assessment lien against property to finance and defray costs incurred by City.

All costs incurred by the City to cure any violation of this article shall be a special assessment lien against the property and shall be charged and billed to the violator of this article. The Special Magistrate shall, as soon as practicable and within 30 days after the completion of work as authorized in this chapter, ascertain and determine the actual cost thereof and the respective portions to be borne by the City, if any, and the owners or occupants of the property involved and thereupon, fix, levy, and impose a special assessment against the property involved at an amount not exceeding either the actual cost of the work, or the estimated special assessment stated in the notice, which notice shall specify the following:

(1) Description of the work performed;

(2) Date of completion;

(3) Total cost;

(4) The proportion of such cost to be financed and defrayed by special assessment;

(5) The unit or basis for distribution of the amount to be specially assessed among the several parcels of property where more than one parcel is liable for assessment;

(6) The fact that a lien has been assessed by the City with a complete schedule or breakdown of the specific amount of special assessment levied and imposed against and upon each respective particular parcel of property involved, showing in detail the description of the property, name of owner, and amount of assessment as severally and respectively levied and imposed;

(7) That such liens shall bear interest at the Florida Department of Financial Services prevailing legal rate unless paid within 30 days after the special assessment is imposed;

(8) That the City clerk shall forthwith have prepared and entered in a lien book maintained in his/her office as an official record, the amount of such lien assessed against each parcel of property, the date of completion of such work, and such other information as may be deemed appropriate;

(9) That the City clerk shall cause the assessment of lien to be published by posting, or publication in a newspaper, as required by law;

(10) That the City shall have, assert, and possess a lien, superior to all other claims, except taxes, against and upon the property as therein described for the respective amounts of such special assessments as indicated above, together with interest and costs of collection;

(11) Commanding the tax collector to enforce collection of the assessment and instruct the clerk to take any necessary actions to record and enforce the lien.

(12) All liens may be foreclosed by the City.

SECTION 9. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SEC. 19-8 OF CHAPTER 19, WHICH SAID SECTION SHALL READ AS FOLLOWS.

Sec. 19-8. - Article construction.

All powers and rights conferred by this article shall be in addition to and supplemental to those conferred by any other general or special laws governing public nuisances and shall be

liberally construed to effectuate the purpose of this article. Nothing contained in this article shall prohibit the City of Jacksonville Beach from abating such public nuisances by any other means. This section does not restrict the right of any person to proceed under Section 60.05, Florida Statutes, against any public nuisance.

Secs. 19-~~7~~9 - 19-20. - Reserved.

SECTION 10. THAT SEC. 19-22 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-22. - Violation.

(~~a~~1) *Violation.* It shall be unlawful and a violation of this article for a human sign spinner to display a human commercial advertising sign while standing or sitting on public property or on public rights-of way, by waving, twirling, spinning or otherwise using some form of action or movement in a manner whereby a commercial advertising message is directed or oriented in whole or in part to any passing motorist or vehicular traffic transiting nearby on an adjoining street or highway.

(~~b~~2) *Separate violation.* Each day that a violation of this article occurs at a location on public property or on public rights-of-way shall be deemed a separate violation for purposes of the remedies, fines and penalties set forth herein. If a violation of this article occurs on the same day at a location on public property or on public rights-of-way that is more than ~~one hundred (~~100~~)~~ feet (100') from any other location where a violation of this article has occurred on the same day, then the violation shall be considered a separate violation for the purpose of the remedies, fines and penalties set forth herein even though the violation occurred on the same day.

SECTION 11. THAT SEC. 19-23 OF CHAPTER 19 – NUISANCES OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 19-23. - Remedies, fines and penalties.

(~~a~~1) Each person that holds or controls a human commercial advertising sign in violation of this article shall be responsible for a civil fine and penalty as provided for in section 2-174 of the Jacksonville Beach Code of Ordinances.

(~~b~~2) The Jacksonville Police Department and any and all designated code enforcement officers are authorized to issue a citation to a person when, based upon personal investigation, there is reasonable cause to believe that the person has committed a violation of this article. A warning notice is not required for the issuance of a citation for a violation of this article.

(~~e~~3) In addition to the remedies set forth ~~above~~ in this article, the City of Jacksonville Beach may seek injunctive or other available civil relief from ~~a court of competent~~ the Special Magistrate as provided in Ch. 2, Art. VI, Sec. 2-170 to compel enforcement of the provisions of the article.

SECTION 12. CONFLICTING ORDINANCES AND ACTS. All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith

SECTION 13. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 14. CODIFICATION. The City Council intends that this Ordinance will be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

SECTION 15. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2020.

_____
William C. Latham, Mayor

_____
Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

_____
Chris Ambrosio, City Attorney

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8148 creating a new City Code of Ordinances Chapter 20 – Parks, Recreation, and Beach

DATE: August 17, 2020 (Second Reading)

BACKGROUND

On August 17, 2020, the City Council approved the first reading of Ordinance No. 2020-8148. Currently, the City Code of Ordinances has a vacant Chapter 20 – Parks and Recreation. The City Attorney, Parks and Recreation Department, and Police Department, suggest that a new Chapter 20 – Parks, Recreation, and Beach be created and codified. The new Chapter will: (a) provide both uniform and park specific local laws, rules, and regulations; (b) codify specified authority and enforcement action to specifically address operations, concerns, and issues that the Parks and Recreation and Police Departments encounter; (c) establish governing management mechanisms to protect City parks, park facilities, and public park users; and (d) create an enforcement provision for violators and trespassers. The public should be aware of and provided plainly codified rules and regulations for park use. This Ordinance serves a public purpose to provide guests and citizens of the City with hospitable, safe, and clean public environments and facilities in which to engage in recreational, leisure, and sporting activities.

At the Council Briefing on August 3, 2020, Council asked whether the Splash Pad would be incorporated into Chapter 20. In the past, the Splash Pad season began the weekend of Memorial Day and ended the weekend of Labor Day. Currently, the Parks and Recreation Department has extended the season to run through the end of October. Next year, the daily water chemical maintenance will be performed by a contractor, versus reliance on limited staff availability, which will provide greater flexibility in adapting to seasonal demands. The Parks and Recreation Department recommends that the Splash Pad is not expressly included in the new Chapter 20 at this time.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8148 creating a new City Code of Ordinances Chapter 20 – Parks, Recreation, and Beach.

Introduced by: Council Member Chris Hoffman
1st Reading: August 17, 2020
2nd Reading: _____

ORDINANCE NO. 2020-8148

AN ORDINANCE TO CREATE CHAPTER 20 "PARKS, RECREATION, AND BEACH" AND ASSOCIATED SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO PROVIDE UNIFORM AND PARK SPECIFIC CODIFIED LOCAL LAWS, RULES, AND REGULATIONS AND SPECIFIED AUTHORITY AND ENFORCEMENT ACTIONS CONCERNING THE CITY'S PARKS, PARK PROPERTIES, AND BEACH; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance pursuant to Art. VIII, § 2 of the Constitution of the State of Florida; and Chapter 166, Florida Statutes; and

WHEREAS, the City Code of Ordinances Chapter 20 "Parks and Recreation" is currently a vacant Chapter with no articles or sections, and serves no meaningful or useful purpose for the City, residents, and the public; and

WHEREAS, a proper Chapter 20 is needed to include codified local laws, rules, regulations, authority, and enforcement actions concerning operations and management of the City's parks, park properties, and beach; and

WHEREAS, such a new Chapter 20 will provide the City Parks and Recreation Department and employees, the Police Department, park users, and the public with explicit codified guidance, regulation, and enforcement provisions to manage and protect City parks and beach; and

WHEREAS, a new Chapter 20 will in substantial part: (a) provide both uniform and park specific local laws, rules, and regulations; (b) codify specified authority and enforcement action to specifically address operations, concerns, and issues that the Parks and Recreation, and Police Departments encounter; (c) establish governing management mechanisms to protect City parks, park properties, and public park users; and (d) create an enforcement provision for violators and trespassers; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes, it is a permissible exercise of the City's powers and authority, and benefits the health, safety, and welfare of the citizens of the City of Jacksonville Beach and serves to protect and preserve City parks, park property, and the beach for the benefit of the public and citizens.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct and made a part of this Ordinance.

SECTION 2. THAT THE TITLE OF CHAPTER 20 "PARKS AND RECREATION" OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS. [1]

Chapter 20 - PARKS, ~~AND~~ RECREATION, AND BEACH.

SECTION 3. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING TO CHAPTER 20 ARTICLES TO BE NUMBERED "I THROUGH V," AND ADDING SECTIONS WITHIN SAID ARTICLES TO BE NUMBERED "20-01 THROUGH 20-20," WHICH SAID ARTICLES AND SECTIONS SHALL READ AS FOLLOWS.

ARTICLE I. – DEFINITIONS
Sec. 20-01. - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Authorized or *authorization* means that the City Manager or Director of the City Parks and Recreation Department must officially approve and authorize requests. Authorized and Authorization entails an electronic or written letter, confirmation, or memorandum granting the request.

Beach or *public beach* means all that part of the Atlantic Ocean beach lying between the bulkhead line on the west and the Atlantic Ocean on the east and extending to the City limits on the north and the south. The area includes the beach walkovers and beach access points.

City means City of Jacksonville Beach, Florida.

Department means the City Parks and Recreation Department.

Director means the Director of the City Parks and Recreation Department.

Golf Course means the City of Jacksonville Beach Golf Course and all its facilities and grounds located at 605 Penman Road South, Jacksonville Beach, Florida.

[1] Revisions to the Code are indicated with ~~strikethrough~~ text to indicate deletions and underline text to indicate additions.

Organized activity means any planned recreational activity or game having formal organization or structure, or any activity or game affiliated with membership in an organization such as a school, social organization, or sports league. Organized activity shall not mean informal or casual "pick-up" recreational activity or games, occurring without regularity or occurring spontaneously or by chance.

Park means a park, playground, recreational center or any other area in the City, owned or used by the City, and devoted to active or passive recreation.

Park property means all areas, buildings, locations, and facilities described in the definition of parks.

Park roads means all surfaced areas designated for vehicular traffic, and passing through any legally defined park or recreational area or any part thereof.

Parking area means any designated part of any park road, drive or special area contiguous thereto set apart for the temporary parking, standing, or stationing of a vehicle.

Person means any individual regardless of age or gender, corporation, company, association, club, society, league, or group that utilize parks and park property.

Vehicle means any wheeled conveyance, whether motor powered (such as an automobile, truck, motorcycle, scooter, or moped), or self-propelled (such as a bicycle or tricycle). The term shall include any trailer in tow of any size, kind, or description. Exception is made for baby carriages, motorized and non-motorized devices required to allow reasonable access to parks or park facilities for persons with disabilities, and vehicles in the service of the parks.

ARTICLE II. - GENERAL

Sec. 20-02. - Surveys of facilities.

The City Manager or designee is hereby authorized and directed to conduct and maintain current surveys of all parks and recreational facilities of the City. At each location, he/she shall locate and designate all areas which have a specialized function, such as picnic areas, pavilions, athletic courts, beaches, playgrounds, or baseball diamonds.

Sec. 20-03. - Interference with personnel.

No person shall interfere with, hinder, or oppose any officer, agent, or employee of the City in the discharge of such officer's, agent's, or employee's duties or with the regulation and enforcement of the beach and park regulations and rules.

Sec. 20-04. - Violation of closing hours.

No person shall enter or remain on the beach or in parks or on park property without a permit during closing hours. No person shall enter or remain on the beach or in parks or recreational facilities after such person receives notice of the closing hours from a City employee

acting within the scope of his/her official duties. No person who has violated a park rule shall remain on the beach or in a park or recreational facility after a police officer, sheriff's deputy, or City employee acting within the scope of his/her official duties, requests such person to leave or vacate a park or park property.

ARTICLE III. - USE REGULATIONS

Sec. 20-05. – Personal responsibility; necessity for rules and regulations.

It is the responsibility of each person to conduct and participate in recreational activities and athletic events at the parks and on park property in such a manner so as to prevent injury or loss of life to any person including himself/herself. Therefore, for the public safety, it is necessary to prescribe rules and regulations to govern recreational activities and athletic events in parks and on public beaches.

Sec. 20-06. - Authority to regulate beaches and park property.

(1) The City Manager is empowered to exercise discretion to regulate the time, place, and manner in which the public beaches, park property, or any portion thereof, are to be used by the public and to authorize the posting of signs regulating public use. In so doing, the City Manager is to give due regard to the safety and preservation of public property, the number of persons who can be safely protected and safeguarded at the particular location, and the public health, safety and welfare. City Manager directions given pursuant to the authority contained in this section are declared to have the effect of local law and shall be enforced by the City police officers and employees.

(2) Each park shall have at least one prominently posted sign that states the hours of operation for that park.

Sec. 20-07. - Domestic animals.

(1) Other than as specifically provided for below, in those park areas where dogs are allowed, the dogs shall at all times be restrained and on adequate leashes as set forth in Chapter 5 of this Code of Ordinances, and all other pets shall be under constant physical control of a person.

(2) At Paws Dog Park only, there are areas designated for dogs off leash. Dogs in these designated areas must be accompanied by their owner, be under vocal control, and not cause a public nuisance, safety hazard, or harass wildlife.

(3) In the case of dog and other pet defecation on the beaches or park property, the owner or person in charge or in control of the dog or other pet shall immediately remove all feces deposited by such animal and dispose of same in a sanitary manner as set forth in Chapter 5 of this Code of Ordinances.

(4) Notwithstanding the restrictions described in this section, animals engaged in training to provide assistance to an individual with a disability, or animals individually trained to provide assistance to an individual with a disability, shall be permitted in all public areas and

public facilities. The accommodation of service animals as provided for herein shall at all times be in accordance with the Americans with Disabilities Act of 1990 (ADA), 42 USCA § 12101 et. seq., and Section 413.08, Florida Statutes.

Sec. 20-08. – Traffic regulations.

Applicable state vehicle traffic laws as contained in Chapter 316, Florida Statutes, shall apply in and about all parks, park property, roads, and areas, and in addition thereto the following rules shall be applicable on roads and driveways within City parks:

(1) No person driving, operating, controlling, or propelling any vehicle shall use any road or driveway other than the regularly designated park roads or driveways, except when directed to do so by a law enforcement officer, directional signs, or a Department employee.

(2) The operator of any vehicle must obey all signs in regard to speed limits, danger, director of traffic, and other traffic rules specifically applicable in park areas.

(3) All law enforcement officers and Department employees are hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and recreation areas. All persons shall comply with any lawful order, signal, or direction of law enforcement officers and Department employees.

(4) No person shall drive a vehicle at a speed greater than is reasonable or prudent, having due regard for the surface, width, and condition of paving and the traffic thereon. All motorized vehicles shall give right-of-way to pedestrians or self-propelled vehicles. Maximum speed shall be 15 miles per hour in all parks.

(5) No person shall cause any vehicle to enter any park except through the designated park entrance, except for authorized emergency vehicles when conditions warrant.

(6) No vehicle shall be driven on the beach without permitted approval by the City.

Sec. 20-9. – Parking; servicing, washing of vehicles.

(1) No person shall park a vehicle on park property other than in the designated parking areas or at designated times provided for that particular type of vehicle, unless directed otherwise by law enforcement officers, Department employees, or as authorized by the City.

(2) No person shall double-park any vehicle at any time on any road, parkway, or parking area, unless so directed by a law enforcement officer or Department employee.

(3) No person shall park or station any vehicle in any zone designated and marked "no parking" or otherwise marked for restricted use.

(4) No vehicle shall be left overnight in any park or beach parking lot area unless authorized by the City Manager or designee, Director, or in emergencies.

(5) No person shall change any parts, repair, wash, grease, or perform other maintenance on a vehicle on any park property except in emergencies.

Sec. 20-10. - Organized activities or potentially dangerous games.

(1) No person shall engage in any rough or potentially dangerous activity.

(2) Use of park property is limited to its intended use only, unless permission is granted in writing by the City Manager or designee. Skateboarding shall be governed by this section and in accordance with Section 20-18 of this Code, as amended from time to time.

(3) No person shall trespass on or use athletic fields that are posted for use by permit only without a valid permit.

(4) No person shall play golf or use golf balls and clubs within any park areas or on the public beaches, with the exception of the Golf Course.

Sec. 20-11. – Alcohol and intoxicating substances.

No person shall consume any alcoholic beverage of any form on any park property, except as permitted by an alcoholic beverage special event permit as provided for in Chapter 19.5 of this Code of Ordinances. This prohibition shall not apply to any prohibition within a public building when rented to private parties, or to the Golf Course, when the sale or consumption of alcoholic beverages has been authorized by the terms of any lease or other agreement approved by the City council, or to events held pursuant to an alcoholic beverage special event permit. Furthermore, no person under the influence of alcohol, any chemical substance set forth in Section 877.111, Florida Statutes, or any controlled substance under Chapter 893, Florida Statutes, to the extent that the person's normal faculties are impaired will be permitted entry to park properties; and any person so doing, if discovered therein, will be subject to immediate expulsion from City property and reported to law enforcement authorities.

Sec. 20-12. – Reserved.

ARTICLE IV – ATLANTIC OCEAN BEACH
Sec. 20-13. – Atlantic Ocean beach defined.

As used in this Article, the term "Atlantic Ocean beach" shall mean that portion of the City contiguous to the Atlantic Ocean dedicated to the use of the public for recreation and extending from the easterly-ocean bluff line west to the City limits. As used herein, the "ocean bluff line" is the easternmost projection of the top edge of the natural vegetated ocean bluff or dune which meanders along the shore of the Atlantic Ocean, or as established by a United States Coast and Geodetic Survey. In the absence of a clearly defined or recognizable bluff or dune, the City may elect to establish an ocean bluff line by measuring west or westerly a distance of 60 feet (60') from the full moon high tide.

Sec. 20-14. – Prohibited activities on Atlantic Ocean beach.

(1) No person shall be nude. Appropriate attire and covering is required.

(2) No glass.

(3) No swimming or bathing except between such hours of the day as shall be designated or posted by the Department for such purposes.

(4) No disobeying rules posted by the City, Ocean Rescue, or the City Manager or designee.

(5) No illegal drugs, alcoholic beverages, or unpermitted weapons.

(6) No open fires, campfires, grills, or other cooking or heating devices.

(7) No fireworks, as defined by Section 791.01, Florida Statutes, with the exception of City authorized and permitted public displays of fireworks.

(8) No unauthorized person shall enter, occupy, or use in any manner any lifeguard stand, station, or other City lifesaving equipment at any time.

(9) No persons or pets shall wash or be washed, with soap or other cleaners, in any swimming area or any other public waters, including but not limited to beaches, public showers, storm water, lakes or streams.

(10) No unleashed dogs at any time. Dogs on leashes are permitted to be on the beach at any hour from October 1 through March 31; and during the hours of 5:00 P.M. through 9:00 A.M., from April 1 through September 30.

(11) No person shall place or deposit, or permit to be placed or deposited, any human waste on the Atlantic Ocean beach.

(12) Unless permitted by the City, no person shall park or operate any motor vehicle on the Atlantic Ocean beach. This prohibition excludes authorized City and emergency vehicles.

ARTICLE V – PARK RULES AND REGULATIONS
Sec. 20-15. – General park rules and regulations.

(1) Applicable Parks. The following parks are included in this Article:

12th Avenue South Park
Carver Center
Cradle Creek Preserve
Gonzales Park
Huguenot Park

Oceanfront Park
Paws Dog Park
Penman Park
Rotary Park
Seawalk Pavilion and Latham Plaza
South Beach Park and Sunshine Playground
Tall Pines Park
Wingate Park

(2) Hours. The hours of operation for each City park, as may be amended from time to time, are from sunrise to sunset, except for Paws Dog Park, which opens at 5:00 A.M. and closes at 10:00 P.M.

(3) Prohibited activities. It shall be unlawful for any person to do any of the following in any park area or any other areas officially designated by the City Council as a park and posted as such unless specifically permitted by the appropriate authorization received from the City Manager and issued pursuant to this article, except for activities of the City which are undertaken within the scope of its governmental authority:

a. Trespass when the park is closed.
b. Camp overnight.
c. Purchase, sell, offer, possess, or consume any alcoholic beverages, except in accordance with a special event and supplemental alcohol permit as provided in Chapter 19.5 of this Code of Ordinances.
d. Cook foodstuff on grills other than those public grills provided by the City for that purpose. Persons may utilize grills provided by the City only for cooking in the designated park areas. No fires or food preparation is allowed that pose a hazard to public property or the general public.
e. Set or stoke a fire, except for City-authorized prescribed burns or those fires set or stoked in designated City grills, where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public.
f. Litter, dump, or fail to remove all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse left or caused in the use of a park. If no trash receptacles are provided, then refuse and trash shall be carried away from the park area by the park user to be properly disposed of elsewhere.
g. Engage in the defacing, destruction, removal, or alteration of any park facility, structure, grounds, or equipment.
h. Construct or erect any hut, shanty, or other shelter. Park users may set up a temporary sun/shade apparatus up to 10 feet by 10 feet (10' x 10') in size. Such apparatus must be made of flexible material, and any support lines which extend beyond the length and width of the covering, must be flagged for visibility and cannot be within 15 feet (15') of any game court, sports field, or children's play equipment. No sun/shade apparatus shall remain in place overnight in any park.

i. Disturb the natural surface of the ground in any manner unless authorized in writing by the City Manager and done in accordance with a City-initiated land management activity.

j. Erect or affix signs to any tree, post, pole, fence, or park facility or grounds except as provided by City ordinance, or through an approved facility use contract authorized by the City Manager.

k. To bring or otherwise allow any cat, dog, or other animal into any park area, except in a public parking area or registered dogs in Paws Dog Park, walkways adjacent to a park, or where otherwise clearly marked by signs expressly permitting domestic animals in that area. Service animals that are specially trained and actively engaged in service to assist the handicapped are exempted from this section.

l. To allow privately owned animals to discharge or deposit waste. All owners or others in charge of privately owned animals shall remove their animal waste from the park grounds, and may deposit animal waste in park trash receptacles.

m. To disturb or remove any plant, wildlife, animal, bird, or egg located above, upon, or below the surface of the park grounds, or to allow any privately owned animal to do so unless specifically authorized in writing by the City Manager.

n. To launch, throw, hurl, or otherwise propel an arrow, spear, BB, pellet, slingshot, javelin, or other dangerous object. This part shall not be used or interpreted to regulate firearms, ammunition, or components thereof as defined in Chapter 790, Florida Statutes.

o. Use roller skates, roller blades, or skateboards, except on park facilities specifically designated for this purpose.

p. Use public restrooms to shave, bathe, and/or shower, unless shower facilities are specifically provided for public use.

q. Sleep on park benches, tables, or under any covered areas or pavilion.

r. Store personal goods or property on park property.

s. Loiter.

t. Bathe or otherwise be, use or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so.

u. Discharge or deposit human waste, except in toilet facilities provided by the City.

v. Engage in the sale, rental, delivery, demonstration, display, or offering as a business promotion any item or service for any non-City sponsored function(s), except as otherwise permitted for special events as provided by Chapter 19.5 of this Code of Ordinances or administrative rule.

w. Use any park property for non-City sponsored fundraising activities, except as otherwise permitted for special events as provided in Chapter 19.5 of this Code of Ordinances.

x. Engage in gambling, conduct raffles, bingo games, or card games for money or donations for prizes or any other forms of gambling, whether the activity is for charity or otherwise.

y. Play or operate any radio, stereo, public address system, or any other sound emitting device in such a manner that the sound produced is audible at a distance of greater than 100 feet (100'), unless otherwise permitted for special events as provided in Chapter 19.5 of this Code of Ordinances, except that no action shall be taken to enforce this part until a warning to cease such violation has been issued by a person authorized to enforce this chapter and the violator continues such violation.

z. Refuse to vacate any pavilion, table, building, or other portion of a park area that is permitted for the exclusive use of another party as provided by a special event permit or temporary rental agreement authorized by the City.

aa. Smoke, vape, or use tobacco products in any park, park property, athletic area, playground area, or indoor facility.

bb. Drive any vehicle on any all-purpose field, including the Golf Course, with the exception of carts and devices allowed by the Golf Course staff.

Sec. 20-16. - Huguenot Tennis Center (HTC).

(1) Fees. Charges for the use of the tennis courts at HTC shall be by resolution approved by the City Council.

(2) Hours of operation:
Monday - Friday 9:00 A.M. - 12:00 P.M.; and 3:00 P.M. - 9:00 P.M.
Saturday and Sunday 9:00 A.M. - 5:00 P.M.
(The courts may be closed to the public during tournaments or special events).

(3) Fiscal Year Holiday Hours:
Independence Day - 8:00 A.M. - 1:00 P.M.
Labor Day – OPEN
Columbus Day – OPEN
Veteran's Day – OPEN
Thanksgiving – Closed
Friday after Thanksgiving – Closed
Christmas Eve – Closed
Christmas Day – Closed
New Year's Eve – 9:00 A.M. - 2:00 P.M.
New Year's Day – Closed
Martin Luther King Day – OPEN
Easter – Closed
Memorial Day – OPEN

(4) Rules and Regulations:

a. HTC is a smoke-free facility. The use of cigars, cigarettes, vapor, or e-cigarettes in any form is prohibited at HTC, and within 25 feet (25') of the exterior fencing of the facility.

b. Proper tennis attire is required (shirts must be worn at all times).

c. Only flat-soled tennis specific shoes are allowed on the tennis courts. Cross trainers or other running shoes are not permitted for both safety and court maintenance and surface conditioning reasons.

d. No skateboards, scooters, bicycles, or skates are allowed on the courts or within the perimeter fencing.

e. No pets allowed on courts.

f. Guide or assistance dogs for the handicapped are the only animals that will be allowed inside the buildings.

g. No alcoholic beverages are allowed in any HTC area.

h. The use, sale, or possession of alcoholic beverages or controlled substances is prohibited. Being under the influence of said substances and refusal to leave the premises may result in suspension from the facility and/or prosecution.

i. Children must be supervised by parents at all times. Children under the age of 12 are not permitted to remain courtside or in the lounge or lobby areas unless supervised by a parent or an adult guardian.

j. No hitting/throwing balls against walls in the facility or climbing on the furniture or fences.

k. Games and excessive horseplay are not allowed on the premises.

l. Profanity, loud noises, racquet throwing, abuse of City property, and similar aggressive behavior will not be tolerated. Failure to comply may result in suspension from the facility.

m. Announcements or flyers for bulletin boards must be submitted to and approved by the HTC facility manager.

n. City and HTC staff are not responsible for personal items left unattended, lost, or stolen.

o. No parking in handicapped designated spaces unless the vehicle is properly registered and displays a handicap permit.

p. Theft or vandalizing of City property or property belonging to a private party may result in criminal charges. Guests caught vandalizing property will forfeit their rights to the facility and will be prosecuted to the fullest extent of the law.

q. Use of verbal or physical threats toward HTC staff or other patrons or the use of offensive, obscene, or illegal conduct is prohibited. Violators will be asked to leave the facility. Depending on the severity of the behavior, individuals may be suspended from future use of the facility.

r. Dispose of gum properly by placing it in proper trash receptacles.

s. Place unwanted, used balls in the recycling containers provided.

(5) Check-in procedures:

a. All users must sign in at the clubhouse prior to entering a court for play at all times (individual play, private lessons, team practices, etc.).

b. All applicable fees must be paid prior to play. Only checks or cash are accepted.

c. Failure to comply with registration procedures and submission of payment may result in interruption of play and forfeiture of court until resolved.

d. Courts will be assigned by HTC staff.

e. Court time will be limited to one and a half hours for singles and two hours for doubles. Anyone wishing to play longer may check in at the clubhouse and be added to the waiting list.

f. A minimum of two courts will be available for walk-up play when all courts are playable. In the event there is a limited number of courts available due to maintenance, resurfacing, inclement weather, etc., at least two courts of the playable courts will be designated for reservation or walk-up play.

g. Tournament and league matches take precedence over member and/or walk-up play if at any time all courts are needed for these events. HTC's reservation policy is subject to court availability. Court reservations can be made by calling HTC.

h. Individuals and instructors may make a reservation for one court up to seven days in advance.

i. Teams may make a reservation for two courts up to seven days in advance.

j. Reserved courts that have not been claimed and paid for 10 minutes after the scheduled time will be released to waiting parties.

k. Prompt notification of reservation cancellation should be made to HTC staff.

(6) Waiting List:

a. When all walk-up courts have been issued, a waiting list will be started. The list will be in order of arrival.

b. One person is not allowed to be on the waiting list for two courts. If two courts are needed, two individuals should sign up on the waiting list. There is no guarantee that the courts will be close to each other.

(7) Court Use:

a. Please be quiet when walking or waiting behind courts.

b. When claiming a court, wait until the exiting players have finished a point or rally before entering.

c. As a courtesy to players with a reservation following yours, please be ready to exit a court at the exact end of your reserved time.

d. Do not enter adjacent courts (when in use) to retrieve stray balls. Wait until your neighboring players have finished a point, and then ask them to return your ball.

e. After play, the court must be cleared of trash, properly groomed with the brushes provided, the lines swept, and equipment returned to the designated area.

(8) Weather Procedures:

a. Play will be halted on courts when HTC staff determines the courts are unplayable and HTC staff will determine when courts will be playable again.

b. If the temperature is 100° or above, or the heat index is 106° or higher, or 32° or below, any player may halt play. If lightning/thunder is detected, it is the players' responsibility to halt play.

(9) USTA League Team Practices. In the event the majority of the courts are unplayable, team practices will be cancelled. If enough courts are playable for each team to receive one court, then team practices will be held with each team receiving one court.

(10) USTA League Matches. All league matches are assigned courts at least one day prior to the match. Matches scheduled on courts that are playable will go on as scheduled. Matches scheduled on courts that are unplayable will be cancelled and will be rescheduled. In the event a match is scheduled on a bank of courts where only a portion of those courts are playable, the matches should go on as scheduled on the playable courts and the unplayable courts should be rescheduled.

(11) Reservations and Individual Play:

a. In case of inclement weather, all reservations are subject to court availability.

b. If courts are limited due to weather, all individual reservations will be cancelled.

c. Players may contact HTC at 904-247-6221 to find out if courts are available for walk-up play.

(12) Rescheduled Matches:

a. Captains of cancelled matches should use their assigned practice night and courts to make up the matches. HTC staff will not schedule make up matches on other teams' practice courts.

b. Rescheduled matches played on team practice courts will not be interrupted, and shall be played until completion.

c. Rescheduled matches should not be scheduled later than one and a half hours before closing. (e.g., no matches scheduled after 7:30 P.M. when facility closes at 9:00 P.M.)

d. Subject to court availability, teams utilizing their allotted two courts for make-up matches may also reserve up to two additional courts on the same scheduled team practice night.

(13) Host Policies & Procedures:

a. A full-time HTC staff person must be on site during the event.

b. Facility should be adequately staffed based on event size and need.

c. All HTC staff should be knowledgeable of all policies, procedures, maintenance, and equipment use.

Sec. 20-17. – Paws Dog Park.

(1) Membership. Membership is required to access Paws Dog Park. Membership Fees shall be established by resolution approved by the City council.

(2) Rules and Regulations. Visitors of Paws Dog Park shall follow the rules and regulations set forth below. Violators may be subject to removal from the park and park privileges may be suspended:

a. The park is open seven days a week from 5:00 A.M. until 10:00 P.M. The park may be closed for maintenance on Thursdays from 9:00 A.M. until 2:00 P.M.

b. No animals other than dogs are permitted in the park.

c. No dogs under four months of age are permitted in the park.

d. No food (people or animal), treats, alcoholic beverages, smoking, glass, strollers, baby carriers, bicycles, or children's toys are permitted in the park.

e. Children under 12 must have close adult supervision at all times.

f. No more than three dogs per handler are allowed.

g. All dogs must have current vaccinations, must wear a collar and ID tags at all times, and must have a current rabies vaccination tag attached to its collar. Required vaccinations include Rabies, Distemper, Parvo, and Bordetella.

h. Sick dogs are not permitted in the park.

i. Any Dog declared a "dangerous dog" (per City ordinance) is not permitted in the park.

j. All dogs must be spayed or neutered in order to enter the park.

k. All dogs must be leashed before entering the park and prior to leaving the park.

l. All dogs must be off leash while inside the park. Choke collars or prong collars are not permitted in the park.

m. Dog owners must be in the park and within view and voice contact of their dog(s) at all times. Dog owners must monitor and be responsible for their dog(s) at all times.

n. Dogs must be accompanied by owner or handler at all times. Leaving dogs in the park unattended is prohibited. Unattended dogs will be removed by Animal Control.

o. The weight limit for the small dog area is 30 lbs. Dogs less than 30 lbs. are only permitted in the small dog area.

p. Large dogs are not permitted in the small dog area. Dogs 30 lbs. and over are only permitted in the large dog area.

q. Dog waste must be immediately cleaned up and properly disposed of by its owner. The dog owner will be fined for failure to comply with this rule.

r. Aggressive dogs are not permitted in the park. Any dog showing aggressive behavior must leave the park immediately without debate. The City Animal Control, police, and park staff are authorized to designate dogs as "aggressive" and to direct their removal from the Dog Park.

s. Animals that exhibit a history of aggressive behavior are not permitted in the park, to be determined at the sole discretion of the City staff and Animal Control Officer(s).

t. Owners whose dogs are shown to be aggressive may have their membership revoked.

u. If dogs are playing rough, displaying excessive dominant behavior, (e.g., forcing upon another dog, thrusting, pinning other dogs down, etc.) or intimidating other dogs, owners should relocate their dog(s) to a different area of the park. If dominant behavior persists, owners are required to remove their dog(s) from the park.

v. Be cautious with dog toys; some dogs do not like to share.

w. Dog owners are solely liable for injuries or damage caused by their dog(s).

x. Dog owners must fill any holes dug by their dogs.

y. Dogs who bark excessively may be removed from the park.

Sec. 20-18. - South Beach Park Skate Park.

(1) Rules and regulations. To ensure the enjoyment, safety, and proper use of South Beach Park Skate Park, all persons using the park, including all persons skating or skateboarding at specifically designated areas of the park, shall comply with each of the following regulations:

a. No person under the age of eight years old shall be permitted to utilize the skate area unless accompanied by an adult.

b. No person shall skate or skateboard anywhere in the park except in a posted designated skate area.

c. No person shall skate or skateboard in the designated area of the park unless all the equipment is in good repair and safe working order during use.

d. No person shall skate or skateboard in the designated area of the park when the skate surface is wet, when it is raining, lightning, or during maintenance periods.

e. No person shall ride, operate, or utilize any device other than skateboards or skates in the skate area. Prohibited devices include, but are not limited to, bicycles, scooters, motorized razors, and motorized vehicles.

f. The park is closed after dark. No person shall enter or be in the park or skate area at any time other than during the posted hours of operation for the park or when City staff or designated representatives have closed the park or skate area.

g. No person shall place or use any additional piece of equipment, obstacle, apparatus, or other material, including, but not limited to, ramps, jumps, or rails, within the park or skate area.

h. No person shall use or engage in profanity, aggressive, reckless or boisterous behavior, including, but not limited to, fighting, tandem riding, pushing, horseplay, hazing or bullying, or any other activity which could endanger the safety of persons using the park.

i. No person shall use, consume, or have within his/her custody or control, food or other beverages, other than water in a plastic container, within the skate area. No person shall use or possess glass products within the park.

j. No person shall use, consume, or have within his/her custody or control, alcohol or illegal drugs within the park.

k. No person shall enter or be in the park or skate area under the influence of alcoholic beverages or illegal drugs or with his/her motor skills or judgment impaired as the result of any alcoholic beverage or illegal drugs.

l. No person shall engage in graffiti, tagging, or other defacing of the park.

m. All persons using a park area must place trash in receptacles or containers provided.

n. No person shall disobey the lawful and reasonable order of a police officer or City employee in the discharge of such officer or employee's duties, or disobey or disregard the notices, prohibitions, instructions, or directions on any park sign, including rules and regulations posted on the grounds or buildings in the park.

o. No person shall interfere with, encumber, obstruct, or render dangerous any part of the park.

p. No person shall destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing, including but not limited to any plant, flower, flower bed, shrub, tree, growth or any branch, stem, fruit or leaf thereof, or bring into or have in such person's possession in the park any tool or instrument intended to be used for cutting thereof or any garden or agricultural implements or tools which could be used for the removal thereof.

q. No pets are allowed in the skate park.

r. This is an unsupervised park; skaters, users and observers assume their own risks.

s. Helmets and personal safety equipment are recommended.

Sec. 20-19. - South Beach Park Tennis Court.

(1) Rules and Regulations:

a. The Department reserves the right to schedule tennis court reservations and maintain a reservation schedule in the Department's administration office.

b. Residents may use the tennis court on a first come, first serve basis, or may make a reservation by acquiring a permit at the Parks and Recreation office on weekdays between 8:00 A.M. and 4:00 P.M.

c. Permit holders are allowed to reserve the tennis court for a 90-minute block per day for singles play, and for two hours per day for doubles play. A maximum of two reservations may be made at one time.

d. An additional reservation on the same day may be made only after completing your first reservation of the day.

e. Reservations are not transferable.

f. While a permit is not required for walk-up play on the tennis court, permit holders are considered "first priority" on the court. Non-permitted players must relinquish the court to permit holders for the time designated on the permit. We strongly encourage reserving a court for tennis play.

g. All walk-up play begins and ends on the hour. If there are no players on the court, and no one is waiting, non-permit holders may begin play immediately, but must relinquish the court at the end of the next full hour if other non-permit holders are waiting to play.

h. Non-permitted play is limited to 60 minutes for singles play and 90 minutes for doubles play when others are waiting.

i. Tennis instructors must obtain a reservation permit (subject to the same terms as other permit holders) and shall pay a fee of $25.00 per 60 minutes, or $40.00 per 90 minutes for use of the court. Tennis instructors must provide proof of $1,000,000 in Liability Insurance naming the City as an additional insured.

j. Tennis instruction or private/group lessons are prohibited without a permit. Violators will be subject to removal by law enforcement officers and may lose their privileges for a period of up to 60 days.

k. All persons using the tennis court do so at their own risk; users agree to hold the City harmless from injury and agree to abide by the rules for use of the tennis court. The City assumes no responsibility for any accident or injury in connection with such use, or for any loss or damage to personal property.

Sec. 20-20. - Enforcement.

(1) Intent. It is the intent of the Department that these laws and regulations be enforced in a fair and equitable manner. All rules and regulations contained in this chapter and permits required by this chapter are enforceable by all park employees and law enforcement officers. Those properly designated park employees may warn participants of violations and report such violations to the proper law enforcement officers for compliance.

(2) Trespass. Any person or group found in violation of any of the laws, rules, and regulations of this Chapter shall be ordered to leave all parks, beaches, and recreation facilities for a minimum 48-hour period. Any person who fails to leave all facilities, parks, or beaches at the time requested may be arrested and prosecuted for trespassing or prosecuted under other existing ordinances or laws. Evidence that a violator refuses to leave any park, park property, facilities, or beach after being asked to leave by any City employee or law enforcement officer is sufficient to establish criminal trespass.

(3) Any person determined by the Director or any law enforcement officer to be a violator of this chapter may be ordered by the Director or any law enforcement officer to remain out of any park, park property, park facilities, and beach areas for a period of time not to exceed six months. Upon being ordered to remain out of any park, park property, facility, or beach area, violators shall be entitled to a hearing before the Special Magistrate, in order to appeal the Director or law enforcement officer's decision. The person appealing the Director's decision may present evidence to the Special Magistrate. The request for such hearing must be in writing and simultaneously delivered to the Director and City Attorney. This request must be made in writing within three days of the order being appealed. Any authorized Department employee or designee or any law enforcement officer shall have the authority to enforce these laws, rules, and regulations, and to eject any person or group acting in violation of these laws, rules, and regulations from any park, park property, lands, or facilities or otherwise revoke their permission to use such park, park property, lands, or facilities.

SECTION 4. CONFLICTING ORDINANCES AND ACTS. All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

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

SECTION 7. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2020.

_____
William C. Latham, Mayor

_____
Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

_____
Chris Ambrosio, City Attorney

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8145 revising and amending City Code of Ordinances Chapters 12 and 34 to adapt the City's Code to new Florida Statute §509.102, pertaining to Mobile Food Dispensing Vehicles.

DATE: September 8, 2020

BACKGROUND

City Code of Ordinances Chapters 12 and 34 address local regulations and permit requirements of Mobile Food Vending Vehicles. The City permits the operation of a mobile food vendors in Commercial Limited: C-1, Commercial General: C-2, Commercial Service: CS, Central Business District: CBD, Industrial: I-1, and certain commercial Planned Unit Development: PUD and Redevelopment District: RD zoning districts within the City.

Florida Statute §509.102 (mobile food dispensing vehicles; preemption) became effective on July 1, 2020. The Statute defines mobile food dispensing vehicle ("MFDV"), and preempts to the State of Florida the area of regulation of MFDV licenses, registrations, permits, and fees. It further mandates that a local governmental entity may not require a separate license, registration, or permit as a condition for the operation of a MFDV within the entity's jurisdiction, and that a local governmental entity may not prohibit MFDV from operating within the entirety of the entity's jurisdiction. It also provides that the Statute may not be construed to affect a local governmental entity's authority to regulate the operation of MFDV other than the regulations described in subsection (2) of the Statute.

The City Attorney and City Departments created a Mobile Food Dispensing Vehicles Application Packet, in place of the former Mobile Food Vending Permit Application Packet, in order to adapt to §509.102. The City's Code of Ordinances Chapters 12 and 34 need revision in order to adapt, conform, and comply with the Statute. This proposed Ordinance revises and amends those certain portions of the Code of Ordinances. When this Ordinance passes final adoption, the Application Packet will be revised to account for the adopted Ordinance. On August 24, 2020, the Planning Commission recommended approval of the Ordinance to the extent it amends Chapter 34 (LDC), and the Commission supports the proposed changes to Chapter 12.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8145 to revise and amend the City's Code of Ordinances Chapters 12 and 34 to conform and comply with Florida Statute §509.102.

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

ORDINANCE NO. 2020-8145

AN ORDINANCE TO REVISE CHAPTERS 12 AND 34 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADAPT THE CITY'S CODE TO NEW FLORIDA STATUTE SECTION 509.102 CONCERNING MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

WHEREAS, the City permits the operation of a mobile food dispensing vehicle in Commercial Limited: C-1, Commercial General: C-2, Commercial Service: CS, Central Business District: CBD, Industrial: I-1, and certain commercial Planned Unit Development: PUD and Redevelopment District: RD zoning districts within the City; and

WHEREAS, the City requires a mobile food vendor who desires to operate a mobile food dispensing vehicle located on private property within certain City zoning districts to submit a completed mobile food dispensing vehicle application and to obtain approval prior to selling food to the general public; and

WHEREAS, Florida Statute §509.102 (mobile food dispensing vehicles; preemption) became effective on July 1, 2020, it defines mobile food dispensing vehicle, and preempts to the State of Florida the area of regulation of mobile food dispensing vehicles licenses, registrations, permits, and fees; and

WHEREAS, Florida Statute §509.102(2) further mandates that a municipality, county, or other local governmental entity may not require a separate license, registration, or permit as a condition for the operation of a mobile food dispensing vehicle within the entity's jurisdiction, and that a municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity's jurisdiction; and

WHEREAS, Florida Statute §509.102(3) provides that this section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in subsection (2); and

WHEREAS, the City has revised its mobile food dispensing vehicle information and guidelines application packet accordingly to comply with or conform to Florida Statute §509.102, and still

preserve required procedures and regulations for the operation of mobile food dispensing vehicles in the City; and

WHEREAS, the City Council desires to revise and amend certain portions of its Code of Ordinances as set forth in this Ordinance to adapt to and conform with Florida Statute §509.102, but still maintain aspects of its mobile food dispensing vehicle application packet and required documentation which are still allowed by the State; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes and is in the best interests of the public health, safety, and welfare of the citizens of the City of Jacksonville Beach.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct and made a part of this Ordinance.

SECTION 2. CHAPTER 12, ARTICLE II, DIVISION 2, SECTION 12-33 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:[1]

Sec. 12.33. – Mobile food ~~vending~~ <u>dispensing vehicles</u>.

(1) Definitions.

b. *Mobile food ~~vending~~ <u>dispensing</u> vehicle* means ~~a vehicle mounted public food service establishment that is either self-propelled or otherwise movable from place to place. A mobile food vending vehicle is further defined as having, as part of the vehicle, a three-compartment sink for washing, rinsing and sanitizing equipment and utensils; a separate hand wash sink; adequate refrigeration and storage capacity; full provision of power utilities including electrical, LP gas, or a portable power generation unit; a potable water holding tank; and a means for liquid waste containment and disposal~~ <u>any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal</u>.

c. *Mobile food vendor* means any person or business selling food from a mobile food ~~vending~~ <u>dispensing</u> vehicle from which food items are sold to the general public.

[1] ~~Strikethrough~~ text indicates deletions, <u>underline</u> text indicates additions.

d. *Operator* means the owner, licensee, proprietor, lessee, manager, assistant manager, or appointed agent of a public lodging establishment or public food service establishment.

e. *Public food service establishment* means 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 prior to being delivered to another location for consumption. The term includes a culinary education program, as defined in Florida Statute §381.0072(2), which offers, prepares, serves, or sells food to the general public, regardless of whether it is inspected by another state agency for compliance with sanitation standards.

(2) Location~~, permit,~~ and separation requirements.

a. Mobile food ~~vendors~~ dispensing vehicles may be located on a lot in a Commercial Limited: C-1, Commercial General: C-2, Commercial Service: CS, Central Business District: CBD, I-1: Industrial, and certain commercial Planned Unit Development: PUD and Redevelopment District: RD zoning districts, as determined by the City Planning and Development Department, having ~~six thousand (~~6,000~~)~~ square feet or more of area, and containing a principal building or use. The maximum number of mobile food ~~vendors~~ dispensing vehicles per lot is limited as follows:

i. Maximum of one ~~(1)~~ mobile food vendor on lots ~~having~~ containing ~~six thousand (~~6,000~~)~~ to ~~forty-three thousand five hundred fifty-nine (~~43,559~~)~~ square feet of area;

ii. Maximum of two ~~(2)~~ mobile food vendors on lots ~~having~~ containing ~~forty-three thousand five hundred fifty-nine (~~43,559~~)~~ or more square feet of area.

~~b. Mobile food vending permits, unless sooner suspended or revoked, shall be valid for an initial period that coincides with the expiration date established for this section.~~

~~e~~b. Approved State licenses and permits must be attached to the mobile food ~~vending~~ dispensing vehicle where they are readily visible ~~and shall include the name, mailing address, and valid phone number of the mobile food vending vehicle owner and shall list the addresses and parcel identification numbers where the permit is valid~~.

~~d. Routine inspections may be conducted by code enforcement inspectors, building code inspectors, fire inspectors, or police officers on each mobile food vending vehicle at any time and at any frequency deemed appropriate by the city.~~

~~e~~c. Mobile food ~~vending~~ dispensing vehicles must be located at least ~~one hundred (~~100~~)~~ feet (100') from the main entrance to any eating establishment or similar food service business and ~~one hundred (~~100~~)~~ feet (100') from any outdoor dining area.

This separation requirement shall apply only during the normal hours of operation of the eating establishment or similar food service business or outdoor dining area.

~~f~~d. Mobile food ~~vending~~ dispensing vehicles:

i. ~~are not allowed to~~ Must be located ~~within~~ outside of a required sight visibility triangle at the intersection of a driveway, alleyway, or public street with another public street as set forth in Chapter 34 of this Code of Ordinances;

ii. ~~or~~ Shall be located no closer than ~~within~~ five ~~(5)~~ feet (5') of a public sidewalk, utility box or vault, handicapped ramp, building entrance~~,~~ or exit, or emergency access/exit way; ~~and~~

iii. ~~m~~Must not ~~locate within any area of the lot that~~ impede~~s~~, endanger~~s~~, or interfere~~s~~ with pedestrian or vehicular traffic. Mobile food ~~vending~~ dispensing vehicles must be located a minimum distance of ~~fifteen (~~15~~)~~ feet (15') in all directions away from a fire hydrant~~.~~; and

iv. May not occupy or prevent access to any handicap accessible parking space.

~~e. Mobile food vending vehicles may not occupy or prevent access to any handicap accessible parking space.~~

(3) Hours of operation, ~~S~~signage and noise.

~~One (1) free-standing sandwich board or A-frame type sign is permitted on private property for each mobile food vendor. The total size of the sign may not exceed forty-two (42) inches in height or thirty-six (36) inches in width. No audio amplification is permitted as part of a mobile food vending operation.~~

a. The mobile food vendor or designee must be present at all times during operation of the mobile food dispensing vehicle. Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food dispensing vehicle is located within 150 feet (150') of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m.

b. One (1) freestanding sandwich board or A-frame type sign is permitted on private property for each mobile food dispensing vehicle. The total size of the sign may not exceed 42 inches (42") in height or 36 inches (36") in width.

c. No audio amplification is authorized as part of a mobile food ~~vending~~ dispensing vehicle operation.

d. The mobile food dispensing vehicle, signage and any associated outdoor seating must be removed from its approved locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk.

(4) ~~Hours of operation~~ Waste Management.

a. ~~Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food vending vehicle is located within one hundred fifty (150) feet of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m.~~ The mobile food vendor is responsible for the proper disposal of waste and trash associated with the permitted mobile food dispensing vehicle operation. City trash receptacles shall not be used for this purpose. At a minimum, mobile food vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Mobile food vendors must keep all areas within 25 feet (25') of the vehicles and any associated seating areas clean of grease, trash, paper, cups, or cans associated with the mobile food dispensing operation.

b. ~~The mobile food vending operator or his or her designee must be present at all times.~~ Liquid waste or grease shall be disposed of at an approved location (for example, an approved commissary) and shall not be placed in tree pits, storm drains, or onto any sidewalk, street, or any other public space. Under no circumstances shall grease be released or disposed of in the City's sanitary or storm sewer systems. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the responsible mobile food vendor will be required to cease operation immediately, clean up the improperly disposed material to the satisfaction of the City, and shall not resume operation of the mobile food dispensing vehicle until an alternate method of disposal has been approved by the City Public Works Department.

c. ~~The mobile food vending vehicle and any associated outdoor seating must be removed from its permitted locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk.~~ If the proposed commissary is located within the City of Jacksonville Beach, written approval for its use from the Public Works Department is required.

d. With the exception of allowable outdoor seating areas, all equipment required for the operation must be contained within, attached to, or within three feet (3') of the mobile food dispensing vehicle; and all food preparation, storage, and sales/distribution shall be in compliance with all applicable sanitary regulations.

(5) ~~Waste Management~~ Annual local business tax receipt required.

a. ~~The mobile food vendor is responsible for the proper disposal of waste and trash associated with the permitted operation. City trash receptacles shall not be used for this purpose. At a minimum, vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Vendors must keep all areas within twenty-five (25) feet of the vehicles and any associated seating areas clean of grease, trash, paper, cups or cans associated with the vending operation~~ In accordance with Florida Statute §509.102, a separate local license and/or permit is not required to operate a mobile food dispensing vehicle within the City of Jacksonville Beach.

b. ~~Liquid waste or grease shall be disposed of at an approved location (for example, an approved commissary) and shall not be placed in tree pits, storm drains, or onto any sidewalk, street, or any other public space. Under no circumstances shall grease be released or disposed of in the city's sanitary or storm sewer systems. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the responsible mobile food vending business will be required to cease operation immediately, clean up the improperly disposed material to the satisfaction of the city, and shall not resume operation until an alternate method of disposal has been approved by the public works department~~ For each vending location, a City of Jacksonville Beach annual local business tax receipt shall be applied for, paid for and issued before engaging in any business or commercial activity. A copy of a valid local business tax receipt must be clearly displayed on the mobile food dispensing vehicle and shall be renewed annually.

c. ~~With the exception of allowable outdoor seating areas, all equipment required for the operation must be contained within, attached to or within three (3) feet of the mobile food vending vehicle; and all food preparation, storage, and sales/distribution shall be in compliance with all applicable sanitary regulations~~ To obtain a mobile food dispensing vehicle local business tax receipt, the mobile food vendor must provide the City Clerk with a City of Jacksonville Beach mobile food dispensing vehicle application packet and evidence of possessing all applicable zoning approvals, State of Florida licenses and permits, including, but not limited to, the following:

i. Department of Business and Professional Regulations (MFDV License);
ii. Florida Department of Health (License);
iii. Department of Highway Safety and Motor Vehicles (Drivers License(s) for the applicant/legal business owner and all authorized mobile food dispensing vehicle drivers); and
iv. City of Jacksonville Beach Fire Marshal fire safety inspection report showing vehicle is code compliant with NFPA 1- 50.7, NFPA 96.

~~(6) *Licenses and permits required.* For each location, a City of Jacksonville Beach business tax receipt for the mobile food vending business must be obtained; and all required State of Florida, Duval County, and City of Jacksonville Beach permits, licenses, and business tax receipt must be~~

~~clearly displayed on the mobile food vending unit. Prior to the issuance of a City of Jacksonville Beach mobile food vending business tax receipt, the vendor shall provide evidence of having obtained all applicable State of Florida and Duval County licenses and permits, and obtained approval from the City of Jacksonville Beach Public Works Department for the method for the disposal of grease within an approved grease disposal facility. A mobile food vending business tax receipt shall be renewed annually.~~

(~~7~~6) Application submittal requirements. Applications for the operation of a mobile food dispensing vehicle ~~vendor permits~~ must include the following information:

a. Name, address, telephone number, and email address of the applicant and vehicle ~~the~~ owner, where applicable ~~of the vehicle if not the same as the applicant~~.

b. Description of the types of food and/or beverages to be sold, proposed hours of operation, and mobile food establishment business name.

c. Color photograph of the mobile food ~~vending~~ dispensing vehicle depicting ~~the~~ its current condition ~~of the unit~~.

d. ~~Address of proposed vending site(s), including the property address, property owner's name and telephone number, and the name of the principal business located on the property where applicable~~ Vending location and property owner information, including the legal property/site address(es), parcel identification number(s), name, address, emergency telephone number, email address, and existing principal business name.

e. Vending location ~~S~~site plan ~~for each proposed vending site,~~ drawn to scale, depicting the following information:
   i. Total ~~square footage~~ lot area of the property;
   ii. Location and square footage of ~~the~~ existing principal and accessory use(s) and associated parking spaces, where applicable;
   iii. Proposed location for the mobile food ~~vending~~ dispensing vehicle; and
   iv. Location of ingress/egress to the site.

f. Street ~~A~~address ~~of proposed location to store~~ where the mobile food ~~vending~~ dispensing vehicle is stored when not in use.

g. Copies of all permits and business licenses required by the State of Florida ~~and Duval County~~.

h. ~~Notarized~~ Fully executed commissary agreement ~~confirming~~ verifying the mobile food vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes, where applicable. ~~All commissaries must be pre-approved by the city prior to issuance of a mobile food vendor permit.~~

i. Completed and ~~N~~notarized property owner affidavit ~~signed by each property owner~~ indicating ~~that~~ the ~~vendor~~ applicant has permission to vend on his/~~or~~ her property~~.~~ ~~The affidavit must also indicate that the property owner~~ and acknowledg~~es~~ing the following ~~requirements~~ responsibilities:

   i. The property owner shall comply with all ordinances regarding solid waste disposal, and shall provide the mobile food vendor access to solid waste collection on the subject property;

   ii. The property owner shall require that ~~the~~ mobile food vendors meet all applicable federal, state and local statutes, regulations, laws, ordinances, rules and codes; including but not limited to permitting requirements regarding his/~~or~~ her specific business;

   iii. The property owner ~~shall acknowledge that she/he~~ understands the regulations governing the mobile food ~~vendors~~ dispensing vehicle and shall be held responsible, along with the mobile food vendor, for any zoning code violations; and

   iv. The property owner shall ensure ~~that~~ the property is continuously maintained in a neat, clean, and orderly manner.

j. Proof of business insurance, issued by an insurance company that is licensed to do business in the State of Florida, and which ~~protects~~ insures the applicant ~~from~~ against all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the mobile food dispensing vehicle ~~vendor~~.

k. Copy of Jacksonville Beach Fire Marshal Fire Safety Inspection Report showing vehicle is code compliant with NFPA 1-50.7, NFPA 96.

l. Completed Mobile Food Dispensing Vehicle Local Business Tax Receipt form.

(~~8~~7) Enforcement procedure.

a. ~~*Revocation.* If at any time, the State of Florida or Duval County revokes or suspends the issued mobile food vending permit, the City of Jacksonville Beach business tax receipt for the mobile food vending business will be simultaneously revoked or suspended. A mobile food vendor who has his or her permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food vending permit for a period of ninety (90) days after the effective date of such action.~~ Inspections may be conducted by code enforcement inspectors, building code inspectors, fire marshal or designee, or police officers on each mobile food dispensing vehicle at any time and at any frequency deemed appropriate by the City.

b. ~~*Other violations.* If at any time evidence is provided that a mobile food vending business is being operated in a way that does not comply with these regulations, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to the special magistrate for a hearing and disposition in~~

~~accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances~~ If at any time, the State of Florida revokes or suspends the issued mobile food dispensing vehicle permit, the City of Jacksonville Beach local business tax receipt will be simultaneously revoked or suspended. A mobile food dispensing vehicle that has its State license or permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food dispensing vehicle authorization or a local business tax receipt for a period of 90 days after the effective date of such action.

c. If at any time evidence is provided that a mobile food dispensing vehicle is being operated in a way that does not comply with these guidelines, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to the Special Magistrate for a hearing and disposition in accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances.

(8) ~~*Enforcement procedure*~~ Non-transferability. All mobile food dispensing vehicle operation locations approved by the City are non-transferable upon the sale or transfer of ownership of the mobile food dispensing vehicle. All local business tax receipts issued by the City are non-transferrable upon the sale or transfer of ownership of the mobile food dispensing vehicle. Each location application for operation of a mobile food dispensing vehicle requires separate zoning approval and a separate local business tax receipt.

~~a. *Revocation*. If at any time, the State of Florida or Duval County revokes or suspends the issued mobile food vending permit, the City of Jacksonville Beach business tax receipt for the mobile food vending business will be simultaneously revoked or suspended. A mobile food vendor who has his or her permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food vending permit for a period of ninety (90) days after the effective date of such action.~~

~~b. Other violations. If at any time evidence is provided that a mobile food vending business is being operated in a way that does not comply with these regulations, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to the special magistrate for a hearing and disposition in accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances.~~

SECTION 3. CHAPTER 34, ARTICLE IV, SECTION 34-41 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-41. – General.

Mobile food dispensing vehicle means ~~a vehicle-mounted public food service establishment that is either self-propelled or otherwise movable from place to place. A mobile food vending vehicle is further defined as having, as part of the vehicle, a three-compartment sink for washing, rinsing and sanitizing equipment and utensils; a separate hand wash sink; adequate refrigeration and storage capacity; full provision of power utilities including electrical, LP-gas, or a portable power generation unit; a potable water holding tank; and a means for liquid waste containment and disposal~~ any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

Mobile food vendor means any person or business selling food from a mobile food ~~vending~~ dispensing vehicle from which food items are sold to the general public.

SECTION 4. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-342 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-342. - Commercial limited: C-1.

(b) *Permitted uses.*

(26) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food ~~Vending~~* Dispensing Vehicles of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 5. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-343 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-343. - Commercial general: C-2.

(b) *Permitted uses.*

(30) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food ~~Vending~~* Dispensing Vehicles of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 6. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-344 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-344. - Commercial service: CS.

(b) *Permitted uses.*

(20) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food ~~Vending~~* Dispensing Vehicles of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 7. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-345 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-345. - Central business district: CBD.

(b) *Permitted uses.*

(25) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food ~~Vending~~* Dispensing Vehicles of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 8. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-346 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec 34-346. Industrial district: I-1

(b) *Permitted uses.*

(21) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food ~~Vending~~* Dispensing Vehicles of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 9. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 11. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2020.

_____

William C. Latham, Mayor

_____

Laurie Scott, City Clerk

JACKSONVILLE BEACH

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

MEMORANDUM

To: Mike Staffopoulos, City Manager

From: Heather Ireland, Senior Planner

Re: Ordinance No. 2020-8149, amending PUD Rezoning Ordinance No. 99-7765 governing the property located at 2520-2902 Isabella Boulevard, by providing a new project narrative and preliminary development plan. (Isabella Office PUD)

Date: August 27, 2020

BACKGROUND

The subject property is located on the west side of Isabella Boulevard, south of Osceola Avenue. The commercial property consists of five (5) existing buildings. In 1999 the property was rezoned from Residential, single-family: RS-2 to Planned Unit Development: PUD zoning via Ordinance No. 99-7765 (Isabella Office Center PUD). Permitted uses listed under the ordinance include business and professional offices, financial institutions, insurance and real estate offices, travel agencies, and business service offices. In 2008, Ordinance No. 99-7765 was amended via Ordinance No. 2008-7949 to add two conditional uses to the existing list of uses. These conditional uses added were "physical fitness facilities" and "dance studios and schools".

In 2013, an individual vacant lot under separate ownership at the time, and situated between the northerly two buildings of the existing PUD (Lot 4, Block 30) was also rezoned from RS-2 to PUD under Ordinance No. 2013-8030. The applicant identified identical permitted uses to the existing Isabella Office Center PUD project. The original Isabella Office Center PUD, Lot 4 (vacant), and the six (6) existing commercial buildings on the east side of Isabella Boulevard (Osceola Professional Center) are now under common ownership.

The six (6) commercial buildings on the east side of Isabella Boulevard were rezoned from RS-2 to PUD (Osceola Professional Center PUD) in 2011 under Ordinance 2011-8007. The list of permitted uses approved under the 2011 Ordinance included the same uses as the Isabella Office Center PUD project narrative and several others. The property owner now wishes to amend the Isabella Office Center PUD to permit the same exact list of uses that are permitted in the commercial building immediately to the east in the Osceola Professional Center PUD. The list of proposed permitted uses for the Isabella

Office Center PUD is provided in the updated project narrative. Additionally, the property owner is proposing to amend the preliminary development plan for the Isabella Office Center PUD to consolidate the two original PUD ordinances and include Lot 4.

Adjacent uses include the Osceola Professional Center and multiple-family residential to the east, a retention pond, and single-family residential to the south, a municipal retention pond to the west, and commercial and single-family residential to the north across Osceola Avenue. Considering that the PUD amendment request is to permit identical uses that are already permitted in the commercial buildings immediately to the east of the subject property, and that there are no known issues with the current range and mix uses in the Osceola Professional Center, adjacent properties should not be negatively impacted.

The Planning Commission voted unanimously to recommend approval of the proposed amendments by the City Council at their August 24, 2020 public hearing.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8149, amending PUD Rezoning Ordinance No. 99-7765 governing the property located at 2520-2902 Isabella Boulevard, by providing a new project narrative and preliminary development plan. (Isabella Office Center PUD)

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

ORDINANCE NO. 2020-8149

AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 99-7765, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY.

WHEREAS, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

WHEREAS, the City Council approved the rezoning of certain property in the City from Residential, single-family: RS-2 to Planned Unit Development: PUD on August 2, 1999 via Ordinance No. 99-7765, to establish the Isabella Office Center PUD; and

WHEREAS, the City Council approved an amendment to the Isabella Office Center PUD on April 7, 2008 via Ordinance 2008-7949 to amend the project narrative, adding conditional uses; and

WHEREAS, the City Council also approved the rezoning of certain property in the City from Residential, single-family: RS-2 to Planned Unit Development: PUD on September 3, 2013 via Ordinance No. 2013-8030, to rezone Lot 4, Block 30, Jacksonville Beach Heights to permit the same uses as the Isabella Office Center PUD; and

WHEREAS, the owners of all certain property described herein have applied to the City Council to amend Ordinance No. 99-7765 to include the subject property of Ordinance No. 2013-8030 within the Ordinance No. 99-7765 PUD, by amending the preliminary development plan and by updating the project narrative to amend the list of proposed uses; and

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 COUNCIL OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. That the City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

SECTION 2. That Planned Unit Development: PUD Ordinance No. 99-7765 is hereby amended to add permitted uses as identified in the PUD Project Narrative submitted with the rezoning application dated July 20, 2020 as attached hereto as Exhibit A; and

SECTION 3. That Planned Unit Development: PUD Ordinance 99-7765 is hereby amended by providing a new preliminary development plan dated July 13, 2020, and attached hereto as Exhibit B; and.

SECTION 4. Except as provided herein, all other portions of Ordinance No. 99-7765 and all other portions of the Jacksonville Beach Land Development Code and Zoning Atlas sball remain in effect.

SECTION 5. All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent tbe same may be in conflict, hereby repealed.

SECTION 6. Tbis ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

AUTHENTICATED THIS _____ DAY OF _____, 2020.

_____
William C. Latham, MAYOR

_____
Laurie Scott, CITY CLERK

Isabella Boulevard, L.C.
P.O. Box 1426
Ponte Vedra Beach, FL 32082
timbenner@mac.com

www.osceolapc.com
Telephone (904) 545-2243
Fax (904) 247-0209

July 13, 2020

Bill Mann
Senior Planner
City of Jacksonville Beach
Eleven North Third Street
Jacksonville Beach, FL 32250

Re: Amendment to Modify the PUD Defined in Ordinance NO. 99-7765, Dated July 19th, 1999, Related to the Osceola Professional Center parcels Owned by Isabella Boulevard, LC., West of Isabella Blvd.

Dear Bill:

I am writing to request a modification to the above referenced PUD, adding the same permitted uses defined in the Osceola Professional Center PUD (Ordinance No. 2011-8007) to the permitted uses defined in the PUD referenced above. This Amendment would make all of the allowed uses within the Osceola Professional Center Office Park and it's total 12 buildings equal or the same.

Please find attached:

1) Legal Description of the land on which the Amendment is proposed.
2) Copy of the Duval County Property Assessment map.
3) An 8.5" X 11" vicinity map locating the property proposed for amendment.
4) An aerial photograph.
5) A description of the current zoning district designation in the LDC, and Future Land Use Map designation in the Comprehensive Plan, of the land proposed for amendment.
6) $1,000.00 Application Fee.

Below are the "Permitted Uses" defined in the Osceola Professional Center PUD (Ordinance No. 2011-8007), which I would like to incorporate into the PUD Defined in Ordinance NO. 99-7765, Dated July 19th, 1999, Related to the Osceola Professional Center parcels Owned by Isabella Boulevard, LC., West of Isabella Blvd. If this is approved, then the 11 buildings located south of Osceola Avenue, between Almonaster Drive and the City drainage ditch, approximately 130' west of Isabella Blvd. will all have the same "Permitted Uses."

(b) **Permitted Uses.** The following uses are permitted as of right in the PUD zoning district.

(1) Two-family dwellings, Multiple family dwellings, Townhouse dwellings, and Zero lot line detached single family dwellings, pursuant to **RM-1** Zoning Regulations.
(2) Elderly-oriented group homes, group homes for the developmentally- or physically- disabled, or foster homes with less that six (6) residents.
(3) Public parks, playgrounds and recreational facilities.
(4) Religious organizations.
(5) Elementary and secondary schools and technical institutes, including trade schools and vocational schools.
(6) Business and professional offices as follows: Landscape architects, advertising, business and consumer credit reporting and collections and computer programming, data processing and other

computer services; doctors, dentists, miscellaneous health offices and clinics, veterinary services and clinics, legal , engineering, architecture, accounting, research, management.

(7) Financial institutions, insurance and real estate offices.
(8) Nursing and personal care facilities.
(9) Child day care services.
(10) Adult day care services.
(11) Civic, social and fraternal organizations.
(12) Personal service establishment as follows: Beauty salon and barber shops, massage and miscellaneous personal services.
(13) Business services offices as follows: mailing, reproduction, commercial art and photography and stenographic services; and personnel supply services.
(14) Dance studios and schools.
(15) Music studios and schools.
(16) Nursing and personal care facilities, medical and dental laboratories, and miscellaneous health and allied services.
(17) Government use and essential public services, except correctional institutions.
(18) Essential public services.
(19) Libraries.
(20) Business offices for communications and utility services (no storage of vehicles, materials or equipment).
(21) Physical therapy and fitness facilities, membership sports and recreation clubs, medical and dental laboratories.

Your cooperation is greatly appreciated. I'm looking forward to working with you towards the completion of this Application, but until then I remain,

Yours truly,

Tim Benner
Managing Member

EXHIBIT 1

LEGAL DESCRIPTION

Lots 1 through 6, inclusive, Block 29 and Lots 1, 2, 3, 5, 6 and 7, Block 30, of Jacksonville Beach Heights Subdivision, as shown on Plat Book 11, page 40, current public records of Duval County, Florida.

The property is located along Isabella Boulevard immediately south of Osceola Avenue.

Lot 4, Block 30, Jacksonville Beach Heights, a subdivision according to the plat thereof recorded at Plat Book 11, Page 40, in the Public Records of Duval County, Florida.

PC#13-20

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PC#13-20
JUL 20 2020
PLANNING & DEVELOPMENT

AMENDMENT TO THE ISABELLA OFFICE PUD (Ord. No. 99-7765) PUD – PROJECT NARRATIVE

(a) Purpose. This PUD Amendment is intended to add Lot 4, Block 30, currently owned by Isabella Blvd., LC and adopt the exact "Permitted Uses" defined in the Osceola Professional Center PUD. All other terms and conditions defined in the original ISABELLA OFFICE PUD (Ord. No. 99-7765) shall remain the same.

(b) Amended Permitted Uses. The following uses were taken from the OSCEOLA PROFESSIONAL CENTER PUD (Ord. No. 2011-8077) AND are permitted as of right in the ISABELLA OFFICE PUD zoning district.

(1) Two-family dwellings, Multiple family dwellings, Townhouse dwellings, and Zero lot line detached single family dwellings, pursuant to **RM-1** Zoning Regulations.
(2) Elderly-oriented group homes, group homes for the developmentally- or physically- disabled, or foster homes with less that six (6) residents.
(3) Public parks, playgrounds and recreational facilities.
(4) Religious organizations.
(5) Elementary and secondary schools and technical institutes, including trade schools and vocational schools.
(6) Business and professional offices as follows: Landscape architects, advertising, business and consumer credit reporting and collections and computer programming, data processing and other computer services; doctors, dentists, miscellaneous health offices and clinics, veterinary services and clinics, legal , engineering, architecture, accounting, research, management.
(7) Financial institutions, insurance and real estate offices.
(8) Nursing and personal care facilities.
(9) Child day care services.
(10) Adult day care services.
(11) Civic, social and fraternal organizations.
(12) Personal service establishment as follows: Beauty salon and barber shops, massage and miscellaneous personal services.
(13) Business services offices as follows: mailing, reproduction, commercial art and photography and stenographic services; and personnel supply services.
(14) Dance studios and schools.
(15) Music studios and schools.
(16) Nursing and personal care facilities, medical and dental laboratories, and miscellaneous health and allied services.
(17) Government use and essential public services, except correctional institutions.
(18) Essential public services.
(19) Libraries.
(20) Business offices for communications and utility services (no storage of vehicles, materials or equipment).

(21) Physical therapy and fitness facilities, membership sports and recreation clubs, medical and dental laboratories.

(c) **Maximum Commercial / Office square feet.** The maximum Commercial / Office square feet allowed in the PUD shall be 28,000 square feet.

(d) **Accessory uses.** The **RM-1** Accessory uses shall apply to all permitted and accessory uses in the PUD zoning district, found in Land Development Code Sec. 34-392.

(e) **Dimensional standards.**

1) Residential - The **RM-1** dimensional standards shall apply to all permitted, and accessory uses in the PUD zoning district.

2) Commercial / Office - Setbacks:

Front Yard – 10 feet
Side Yard – 5 feet
Rear Yard – 10 feet

(f) **Off-street parking and loading.** The **RM-1** Off-street parking and loading standards shall apply to all permitted, and accessory uses in the PUD zoning district.

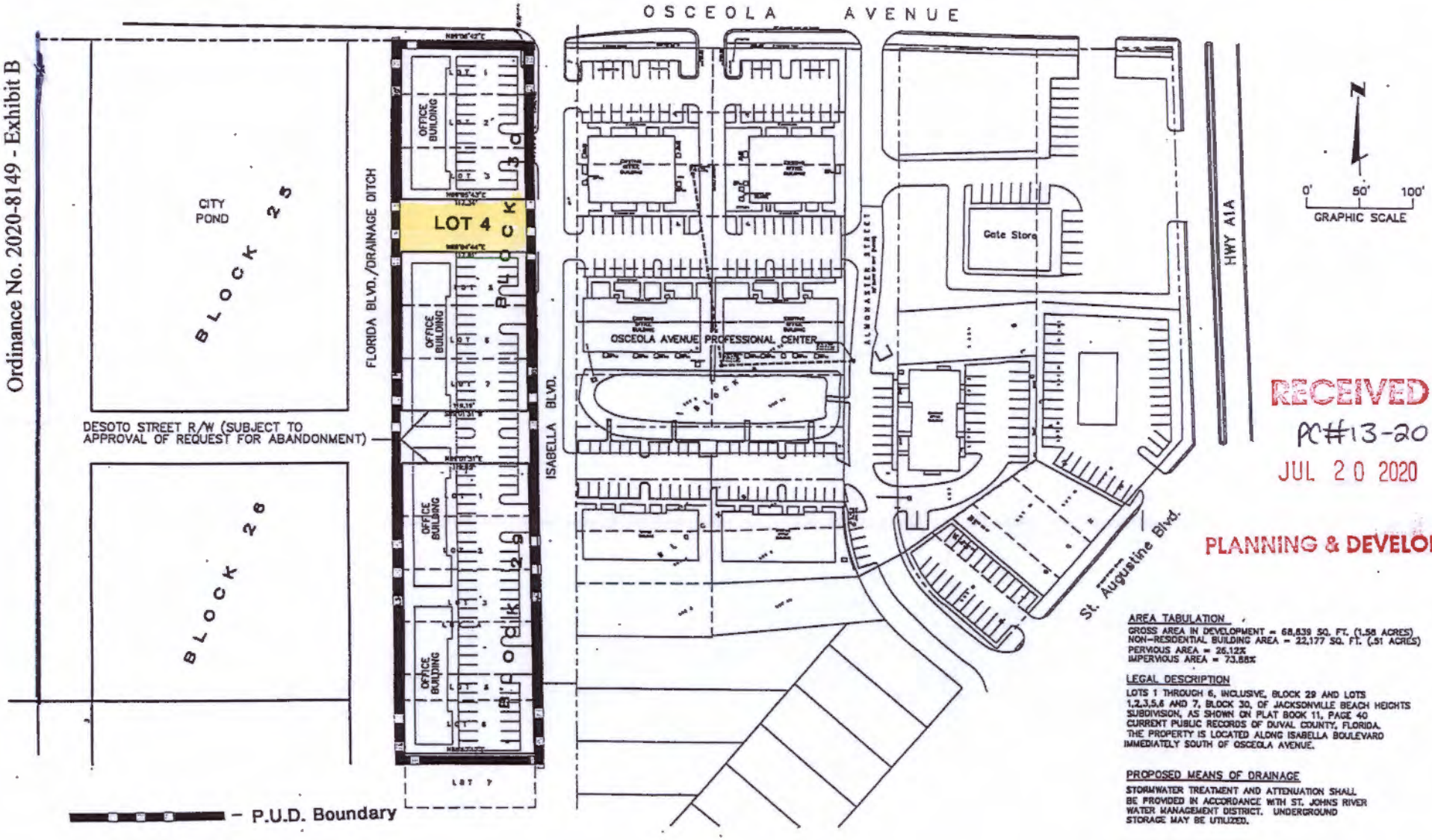
(g) **Supplemental standards.** The supplemental standards for the **PUD** zoning district are found in Article VIII, Division 2.

(h) **Landscape standards.** The landscape standards for the **PUD** zoning district are found in Article VIII, Division 3.

(i) **Sign standards.** The sign standards for the **PUD** zoning district are found in Article VIII, Division 4.

(j) **Environmental standards.** The environmental standards for the **PUD** zoning

Ordinance No. 2020-8149 - Exhibit B



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JUL 20 2020
PLANNING & DEVELOPMENT

AREA TABULATION

GROSS AREA IN DEVELOPMENT = 68,839 SQ. FT. (1.58 ACRES)
NON-RESIDENTIAL BUILDING AREA = 22,177 SQ. FT. (.51 ACRES)
PERVIOUS AREA = 26.12%
IMPERVIOUS AREA = 73.88%

LEGAL DESCRIPTION

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 29 AND LOTS 1,2,3,5,6 AND 7, BLOCK 30, OF JACKSONVILLE BEACH HEIGHTS SUBDIVISION, AS SHOWN ON PLAT BOOK 11, PAGE 40 CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. THE PROPERTY IS LOCATED ALONG ISABELLA BOULEVARD IMMEDIATELY SOUTH OF OSCEOLA AVENUE.

PROPOSED MEANS OF DRAINAGE

STORMWATER TREATMENT AND ATTENUATION SHALL BE PROVIDED IN ACCORDANCE WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. UNDERGROUND STORAGE MAY BE UTILIZED.

r Construction	Connelly & Wicker Inc. Consulting Engineers Jacksonville Beach, Florida Destin, FL • Cashiers, N.C.	ISABELLA OFFICE CENTER PREPARED FOR FIRST COAST COMMUNITY REALTY	ISABELLA OFFICE CENTER PRELIMINARY P.U.D. DEVELOPMENT PLAN 7-13-20	No. Date Revision By	Reg. Engineer	Project No.: 9801-24 Scale: 1"=100' Date: 4/2/99	Drawing 1 Sheet 1 of

PC#13-20
JUL 13 2020

Ordinance No. 2020-8149 - Exhibit B

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8150, amending Employee Benefits and Leave Policy to provide for an additional paid holiday (President's Day, 3rd Monday in February)

DATE: September 2, 2020

BACKGROUND

In September 2019, the City surveyed similarly situated municipalities regarding their paid holidays and benefits. All but one of the municipalities surveyed recognize President's Day as an official paid holiday, whereas the City does not. Attached is a copy of the survey from September 2019 when the City surveyed similarly situated municipalities.

In order to bring the City's paid holidays to a level consistent with other similarly situated municipalities, the City is recommending that President's Day, the 3rd Monday in February, be added as an official paid holiday for employees and staff. Adding this holiday as a paid holiday observed by the City has been fully anticipated for the 2020/2021 Budget.

REQUESTED ACTION

Adopt/Deny Ordinance Number 2020-8150, amending the City Employee Benefits and Leave Policy to provide President's Day as an official paid holiday for employees and staff.

Paid Holidays	Jacksonville Beach	Atlantic Beach	Neptune Beach	Jacksonville	St Augustine	St Johns County	Orange Park	Fernandina
New Year's Day	Y	Y	Y	Y	Y	Y	Y	Y
Martin Luther King	Y	Y	Y	Y	Y	Y	Y	Y
President's Day	N	Y	Y	Y	Y	Y	Y	N
Good Friday	N	N	N	N	Y	Y	N	Y
Memorial Day	Y	Y	Y	Y	Y	Y	Y	Y
Independence Day	Y	Y	Y	Y	Y	Y	Y	Y
Labor Day	Y	Y	Y	Y	Y	Y	Y	Y
Veteran's Day	Y	Y	Y	Y	Y	Y	Y	Y
Thanksgiving Day	Y	Y	Y	Y	Y	Y	Y	Y
Day after Thanksgiving	Y	Y	Y	Y	Y	Y	Y	Y
Christmas Eve	Y	Y	Y	Y	Y	Y	Y	Y
Christmas Day	Y	Y	Y	Y	Y	Y	Y	Y
Total Paid Holidays	10	11	11	11	12	12	11	11

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

ORDINANCE NO. 2020-8150

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING THE EMPLOYEE BENEFITS AND LEAVE POLICY PROVIDING FOR AN ADDITIONAL PAID HOLIDAY (PRESIDENT'S DAY); PROVIDING FOR LEGISLATIVE FINDINGS, DIRECTION TO AMEND CITY POLICY, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to recruit and retain the most qualified employees and staff for the City of Jacksonville Beach; and

WHEREAS, the City has reviewed the benefits and paid leave of comparable cities in northeast Florida; and

WHEREAS, the great majority of similarly situated municipalities surveyed recognize President's Day as an official paid holiday, whereas the City does not; and

WHEREAS, the City wishes to remain competitive in the marketplace for similarly situated municipalities; and

WHEREAS, the City recognizes the need for both Union and Nonunion employees and staff to enjoy rest, relaxation, revitalization, and time with family; and holidays help provide this in addition to stress release, incentive, and mental and physical health benefits for employees.

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

SECTION I. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and are made a part of this Ordinance.

SECTION 2. AMENDMENT OF PERSONNEL BENEFIT AND LEAVE POLICIES. That the Nonunion Employee Personnel Policies and Union Collective Bargaining Agreements are amended for recognized holidays as follows:

SECTION 3. OBSERVED HOLIDAYS:

DATE	HOLIDAY
January 1	New Year's Day
3rd Monday in January	Martin Luther King Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

SECTION 4. DIRECTION TO AMEND CITY POLICY. The City Council intends that this Ordinance will immediately amend the City Employee Benefits and Leave Policy to provide for President's Day, the 3rd Monday in February, an additional paid holiday for employees and staff. The City Manager is directed to take any proper action necessary to accomplish this amendment.

SECTION 5. CONFLICTING ORDINANCES AND ACTS. All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 6. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2020.

_____
William C. Latham, Mayor

_____
Laurie Scott, City Clerk

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8151, amending Chapter 8 - Cemeteries, Sec. 8-2 and Sec. 8-3 of the City Code of Ordinances to replace the City Clerk as cemetery records custodian, with the Parks and Recreation Department, as the proper and actual custodian of these records.

DATE: September 2, 2020

BACKGROUND

The City Attorney previously submitted, and City Council approved, an ordinance that made necessary changes to the cemetery plot forms and to correct certain terms and designations in Chapter 8 – Cemeteries, of the City Code of Ordinances.

Currently, Chapter 8 sections 8-2 and 8-3 of the Code of Ordinances improperly designate the City Clerk as cemetery records custodian. The Parks and Recreation Department serves as the proper and actual custodian of these records. To make the necessary correction in the Code of Ordinances, this proposed Ordinance No. 2020-8151 is needed and would accomplish the revision.

The proposed ordinance will serve to clarify the records custodian designation, the processing and handling of public records requests, exercise of good record keeping, and improve City cemeteries documentation management.

REQUESTED ACTION

Adopt/Deny Ordinance Number 2020-8151, amending Chapter 8, Sec. 8-2 and Sec. 8-3 of the City Code of Ordinances to replace the City Clerk as cemetery records custodian, with the Parks and Recreation Department.

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

ORDINANCE NO. 2020-8151

AN ORDINANCE AMENDING CHAPTER 8, "CEMETERIES," OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, CODE OF ORDINANCES BY REVISING THE TITLE AND AMENDING SECTION 8-2. "SAME – CITY CLERK TO MAINTAIN RECORD OF GRANTEES, ETC." AND AMENDING SECTION 8-3. "DISINTERMENTS; MOLESTING GRAVES" BY CHANGING THE REFERENCE FROM "CITY CLERK" TO "PARKS AND RECREATION DEPARTMENT"; PROVIDING FOR ADOPTION OF RECITALS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, CODEFICTION, 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 Clerk maintains several of the City's records, but it does not maintain cemetery records of grantees, or any cemetery records; cemetery records are maintained by the Parks and Recreation Department; and

WHEREAS, currently sections 8-2 and 8-3 of the City Code of Ordinances designate the City Clerk as cemetery records custodian, however, the Parks and Recreation Department is the proper and actual custodian of these records; and

WHEREAS, the City Council of the City of Jacksonville Beach finds the proposed ordinance will serve to clarify the records custodian designation, the processing and handling of puhlic records requests, exercise of good record keeping, and the regulation of City cemeteries.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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.

SECTION 2. THAT SECTION 8-2 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:[1]

Sec. 8-2. - ~~Same— City clerk~~ Parks and Recreation Department to maintain record of grantees, etc.

[1] Words deleted are ~~stricken~~, words added are <u>underlined</u>.

The ~~city clerk~~ Parks and Recreation Department shall provide a bound book for the cemetery record, to be kept by the ~~city clerk~~ Parks and Recreation Department and each deed delivered under this chapter shall be duly entered, showing the name of grantee, date, the description of the lot, number of grave spaces, date of opening each grave, name of undertaker, and such other data as may complete a record of the operation of the cemetery. In the absence of original deed such record shall be conclusive on any application for burial in any lot in the cemetery.

SECTION 3. THAT SECTION 8-3 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 8-3. Disinterments; molesting graves.

All applications for opening any grave shall be made in such form as may be provided and prescribed by the city manager and such applications shall be checked for lot described in cemetery record book by the ~~city clerk~~ Parks and Recreation Department and endorsed on such applications, and it shall be the duty of the city manager to cause the lot to be located on the ground as corresponding to the records, and the city manager is hereby authorized to adopt such reasonable uniform regulations as deemed essential for the protection, improvement and orderly operation of the cemeteries and file the same in the office of the ~~city clerk~~ Parks and Recreation Department, and it shall be unlawful for any person to open any grave, bury any body, or disinter any remains in the city cemeteries without a permit issued by the city—or commit any act of vandalism, willfully molest any grave, plat or markers thereof, or injure or appropriate any trees or growth, equipment or property therein and any person who shall violate this provision shall be guilty of a misdemeanor.

SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2020.

_____

William C. Latham, Mayor

_____

Laurie Scott, City Clerk