



Agenda
City Council

Monday, August 7, 2017

7:00 PM

Council Chambers

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.

CALL TO ORDER

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

ROLL CALL

APPROVAL OF MINUTES

17-126 Regular City Council Meeting Held July 17, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- a. **17-127** Presentation of Proclamation of Esteem - Officer Cooper
- b. **17-128** Employee of the Quarter Presentation - Wayne Hughes

CITY CLERK

CITY MANAGER

- a. **17-129** Authorize the Mayor and City Manager to Execute the Utility Work Agreement between Beaches Energy Services and the Florida

- Department of Transportation (FDOT) for Reimbursement for Relocation of Electric Facilities in the Amount of \$92,000
- b. 17-130 Adopt Special Event Policy
- c. 17-131 Approve the Installation of Artificial K-9 Turf at the Large Dog Park

RESOLUTIONS

- a. 17-132 **RESOLUTION NO. 1986-2017**
- A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE SMALL AND LARGE DOG PARKS LOCATED AT PAWS PARK.**
- b. 17-133 **RESOLUTION NO. 1980-2017**
- RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING NEW GOLF COURSE FEES, AND ESTABLISHING DEFINITIONS AND GUIDELINES FOR THE GOLF OPERATION**

ORDINANCES

- a. 17-134 **ORDINANCE NO. 2017-8090 (Second Reading) (Public Hearing)**
- AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL: I-1, PARAGRAPH (D) *CONDITIONAL USES* TO ADD "FIREARMS MANUFACTURING AND RETAILSALLES" AS SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Firearms Manufacturing and Retail Sales in an Industrial Zone as a Conditional Use)**
- b. 17-135 **ORDINANCE NO. 2017-8091 (Second Reading)**
- AN ORDINANCE TO AMEND ORDINANCE NO. 2011-8012, ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY REVISING THE TEXT OF FUTURE LAND USE POLICY LU 1.2.7; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Allows the Floor Area Ratio for the Beaches Baptist Hospital to be changed to .55)**

c. 17-136 **ORDINANCE NO. 2017-8092 (Second Reading) (Public Hearing)**

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) PERMITTED USES TO ADD "COMMERCIAL ART, PHOTOGRAPHY AND STENOGRAPHIC SERVICES" TO SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Commercial Art, Photography and Stenographic Services as a permitted use in a Commercial Service Zone)

ADJOURNMENT

NOTICE

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

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

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

**Minutes of Regular City Council Meeting
held Monday, July 17, 2017, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Buck gave the invocation, followed by the salute to the flag.

CALL TO ORDER:

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

ROLL CALL:

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty Christine Hoffman
Bruce Thomason Phil Vogelsang Jeanell Wilson

Also present were City Manager George Forbes, City Clerk Laurie Scott, and Staff Assistant Mandy Murnane.

APPROVAL OF MINUTES

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

- Council Briefing held June 19, 2017
- Regular City Council Meeting held June 19, 2017

ANNOUNCEMENTS

Mr. Doherty spoke about the recent tragedy over the holiday weekend. He stated the safety and security of our citizens is paramount. Mr. Doherty requested the City Council look into cameras to be installed around the downtown areas to assist law enforcement.

COURTESY OF THE FLOOR TO VISITORS

Speakers:

- Mick DuRocher, 41 Millie Drive, Jacksonville Beach, spoke about additional funds for lifeguards and underground utilities.
- Tom Wicks, 114 Cranes Lake Drive, Ponte Vedra Beach, spoke regarding permanent signage to protect the newly restored sand dunes, as well as unifying the trash barrel signage along the beach. Mr. Wicks also shared his support and appreciation of the current beach cleanup contractor.

- Bonnie Bunch, 101 25th Avenue South, Unit J-13, Jacksonville Beach, said she would like to see stricter parameters on the use of fireworks for the Fourth of July for all the local beaches.
- Shandy Thompson, 522 3rd Avenue South, Jacksonville Beach, addressed Public Health alternatives available through the University of North Florida.

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- (a) **Item # 17-115, Accept the Monthly Financial Reports for the Month of June 2017.**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the financial reports for the month of June 2017, as submitted by the Chief Financial Officer.

Mayor Latham requested a roll call vote, as there was no discussion on the item.

Roll call vote: Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham. The motion carried unanimously.

- (b) **Item # 17-116, Approve a Commercial Lease Agreement with Mauriello's Lawn Service & Landscaping, Inc., for Property at the Industrial Park**

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to authorize the City Manager and Mayor to execute a lease with Mauriello's Lawn Service & Landscaping, Inc. for the property at the Jacksonville Beach Industrial Park, as described in the memorandum from the Property & Procurement Officer dated June 13, 2017.

Mr. Forbes summarized the lease agreement as follows:

- The lease is for a period of five (5) years, with options to renew for three-year increments at the sole discretion of the City Manager;
- To offset utility set-up costs, the Tenant will be afforded three (3) months grace period where the Tenant is not required to pay rent, ending on November 1st 2017;
- Use of the land and building is solely for commercial office space and equipment storage;
- The land may not be used as a junk yard, and the Tenant may not do repairs to equipment on the premises.
- The initial lease rate will be \$1.08 per square foot and will increase by 4% each year after the first year less the grace period. The Tenant is also responsible for ad valorem and property taxes.

Roll call vote: Ayes – Doherty, Hoffman, Thomason, Vogelsang, Wilson, Buck, and Mayor Latham. The motion carried unanimously.

(c) Item # 17-117, Approve the Purchase of Four Hard Drives from CDW for \$45,326.64 Based on Pricing from the State of Florida Contract

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the purchase of four hard drives from CDW to expand the storage capacity of the VxRail equipment to enable support for the GIS programs on the current hardware platform.

Mr. Forbes explained that the city is the process of upgrading and expanding our Geographic Information System (GIS) to prepare for future implementation of a new asset management system. The current storage capacity is not sufficient to support our GIS servers. This purchase will add four additional hard drives and increase our usable storage space by approximately 11.4TB, or 38%. This will provide storage space for the GIS services.

Roll call vote: Ayes – Hoffman, Thomason, Vogelsang, Wilson, Buck, Doherty, and Mayor Latham. The motion carried unanimously.

(d) Item # 17-118, Approve the Purchase of the Hasler M3300 Document Folder/Inserter for \$7,956 based on Pricing from the State of Florida Contract

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the purchase of the Hasler M3300 Document Folder/Inserter and annual maintenance cost as described in the memorandum from the City Clerk dated July 7, 2017.

Mr. Forbes said the document folder would be utilized by the City Clerk's Office, Planning and Development, as well as Human Resources to keep any confidential and high volume mailings in house.

Roll call vote: Ayes – Thomason, Vogelsang, Wilson, Buck, Doherty, Hoffman, and Mayor Latham. The motion carried unanimously.

(e) Item # 17-119, Approve the Quote from Trio Vision to Remove the City's Existing Mobile Closed Circuit Television Camera System Equipment from Its Existing Old Van and Install the Equipment into the New Replacement Van

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award the quote from Trio-Vision to retrofit the City's 2009 mobile Closed Circuit Television Camera System equipment from its old 1994 van to the new replacement van at the quoted price of \$29,921.00 plus a 10% contingency, for a total cost not to exceed \$32,913.10, as explained in the memorandum from the Public Works Director dated July 5, 2017.

Mr. Forbes stated the van has already been purchased, but the required equipment needs to be retrofitted into the new van.

Roll call vote: Ayes – Vogelsang, Wilson, Buck, Doherty, Hoffman, Thomason, and Mayor Latham. The motion carried unanimously.

(f) Item # 17-120, Approve Cost Share Reimbursement to Church of Our Savior for Upgrading New Public Water Main to 8" Diameter and Extending it through Its Property to Improve Water Pressure to the Hopson Road Area

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the Cost Share Reimbursement of \$25,725 to the Church of Our Savior for installing a new eight-inch public water main system through its property as explained in the memorandum from the Public Works Director dated July 5, 2017.

Mr. Forbes said the construction of the new church requires a new six-inch diameter water main, extending south from Beach Boulevard to its property. During development plan review, the City staff identified an opportunity to improve potable water and fire suppression services to the residents of the Hopson Road area. Subsequently, the City staff requested that the church upgrade the water main to eight-inch diameter and extend the water main west through the church property and into the City's Sewage Lift Station 15 property.

Ms. Wilson inquired about the added cost of providing water and sewer to residents on Hopson Road, to which Mr. Forbes explained that those who live on Hopson Road would have a lien placed on their property to offset the extra cost of having water and sewer service.

Mr. Vogelsang asked if the church had provided proof of the payment for the pipe installation. Mr. Ty Edwards, Director of Public Works, confirmed that the church had provided the proof of installation and payment.

Councilmember Doherty said that he would not support this request because this church was recently awarded a large amount of taxpayer money in a lawsuit.

Roll call vote: Ayes – Wilson, Buck, Hoffman, Thomason, Vogelsang, and Mayor Latham.
Nays – Doherty
The motion passed 6-1.

RESOLUTIONS:

(a) Item # 17-121, RESOLUTION NO. 1985-2017

Mayor Latham requested that the City Clerk read Resolution No. 1985-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA RELEASING, VACATING, AND ABANDONING A TEN (10) FOOT WIDE UTILITY EASEMENT RUNNING IN A NORTHERLY AND SOUTHERLY DIRECTION ALONG THE WESTERLY BOUNDARY LINE OF A PART OF UNSURVEYED SECTION 32, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, AS RECORDED IN VOLUME 2980 PAGE 499 THROUGH PAGE 501, OF THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA. (This vacates an easement on the Church of Our Savior property. They are providing the City with a new easement that better suits our needs.)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution Number 1985-2017, abandoning an unused ten-foot wide utilities easement, originally granted in 1969, on the property owned by The Church

of Our Savior, with Duval County Parcel Number 177295-0000, as explained in the memorandum by the Public Works Director dated July 5, 2017.

Mr. Forbes, with the aid of a map, demonstrated visually the location of the easement, which is adjacent to Beach Boulevard near Hopson Road.

Roll call vote: Ayes – Buck, Doherty, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham. The motion carried unanimously.

ORDINANCES:

(a) Item # 17-122, ORDINANCE NO. 2017-8090

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8090, by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34 346. INDUSTRIAL DISTRICT: I 1, PARAGRAPH (B) PERMITTED USES, SUBPARAGRAPH (5) TO ADD "FIREARMS MANUFACTURING AND RETAIL SALES" AS A PERMITTED MANUFACTURING ESTABLISHMENT; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Firearms Manufacturing and Retail Sales in an Industrial Zone)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017-8090, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (b) to add “Firearms manufacturing and retail sales” to the list of permitted uses in *Industrial: I-1* zoning districts.

Mr. Forbes stated that this would be adding firearms manufacturing and retail sales to the uses in *Industrial I-1* zoning districts.

Speakers:

- Chris Messinese, 3431 Morning Dove Lane, Jacksonville Beach, said he was the owner of Full Armor Tactical in Jacksonville Beach and that the ATF considers assembling of a firearm to be manufacturing.
- Shandy Thompson, 522 3rd Avenue South, Jacksonville Beach, said she was supportive of the 2nd Amendment rights but wanted additional details regarding the building security, staff, and range of weapons at the location of the business.
- Georgette Dumont, 507 16th Avenue South, Jacksonville Beach, explained that the Planning Commission recommended that firearms manufacturing and sales be allowed as a conditional use instead of a permitted use.

- Rick Knight, 827 8th Avenue North, Jacksonville Beach, stated his support for the agenda item.
- Chuck McCue, 1908 A1A, Neptune Beach, stated his support for the agenda item.
- Tony Komarek, 533 11th Avenue South, Jacksonville Beach, said he did not want to see commercial sales in industrial districts and does not support the zoning change.
- David Dick, 1813 Mauva Juan Avenue, Jacksonville. The applicant stated that his primary businesses, located at 922 9th Avenue South, are air conditioning and construction companies. He explained this would not be a high volume, high-density business. He addressed the concerns of other speakers in the matters of security, staffing, and parking.
- Brenda Shields, 315 18th Street North, Jacksonville Beach, spoke in favor of the item as a conditional use.

The following did not wish to address the Council, but are *opposed* to the agenda item:

- Kelly Solms, 105 25th Avenue South, Jacksonville Beach
- Jim Sorrell, 1410 Pinewood Road, Jacksonville Beach
- Kay L. Odom, 402 11th Street South, Jacksonville Beach

The following did not wish to address the Council, but are *in favor* of the agenda item:

- Jackson Parrott, 1620 Westwind Drive, Jacksonville Beach
- Nick Kenyon, 1620 Westwind Drive, Jacksonville Beach
- William Schmidt, 1914 Willwood Drive, Jacksonville
- Melissa Dick, 1813 Mauva Juan Avenue, Jacksonville

Discussion:

Mr. Doherty asked Mr. Dick about the live firing and testing of high power rifles. Mr. Dick explained the ballistics chamber used, as needed, is the same type used in police stations and described the sound to be similar to a roofing nail.

Mr. Thomason asked if the item were to be approved as a permitted use, could another manufacturer replicate without the same process, and if the permitted use allows the business to adjust their hours independently without Council approval.

Mr. Bill Mann, Director of Planning and Development, confirmed that permitted use allows for other manufacturers to replicate the process in an *I-1 zone* without approval of the Planning Commission or City Council. Mr. Mann added the permitted use would also allow the business to independently adjust their business hours.

Mr. Thomason asked if there is any additional zoning requirement that restricts firing a handgun within city limits.

Mr. Forbes replied that the state regulates the firing of handguns.

Mr. Thomason asked if the applicant could legally fire a weapon at his place of business in the City of Jacksonville Beach.

Mr. Dick stated that Florida State Statutes, Chapter 790, specifically regulates when and where test firing of weapons is permitted. Mr. Dick advised that the statute states it must

be done "in the course of business." Mr. Dick added that while manufacturing may be approved by the City Council, the ATF agency would still need to approve.

Mr. Thomason requested confirmation from the City Attorney, Ms. Erdelyi to which she confirmed the answer provided by Mr. Forbes; gun activity in our area is preempted at the state level.

Mr. Thomason stated his concern of voting on something without a legal interpretation of being able to test fire a weapon at Mr. Dick's business location.

Mr. Forbes reminded the Councilmembers that this is the first reading of the ordinance and additional details can be requested before the second reading of the ordinance.

Amended Motion: It was moved by Mr. Thomason and seconded by Ms. Wilson, to amend the original motion to make "firearms manufacturing and retail sales" a conditional use and not a permitted use.

Roll Call (Amended Motion): Ayes - Doherty, Hoffman, Thomason, Vogelsang, Wilson, Buck, and Mayor Latham.
The motion carried unanimously.

Roll Call (Amended Ordinance): Ayes - Hoffman, Thomason, Vogelsang, Wilson, Buck, Doherty, and Mayor Latham.
The motion carried unanimously.

(b) Item # 17-123, ORDINANCE NO. 2017-8091

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8091, by title only, whereupon Ms. Scott read the following:

"AN ORDINANCE TO AMEND ORDINANCE NO. 2011 8012, ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY REVISING THE TEXT OF FUTURE LAND USE POLICY LU 1.2.7; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Allows the Floor Area Ratio for the Beaches Baptist Hospital to be changed to .55)"

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017- 8091, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan.

Mr. Forbes said that to fully utilize the hospital's vested development rights regarding overall building square footage and hospital beds, the applicant has proposed to increase the allowable Floor to Area Ratio 0.35 to 0.55.

Speakers:

Paul Harden, 501 Riverside Avenue, Jacksonville, was present as a representative of Baptist Beaches Hospital.

Discussion:

Mr. Doherty stated the applicant is an asset to the Beaches and he supports the Baptist Beaches Hospital.

Roll call vote: Ayes – Thomason, Vogelsang, Wilson, Buck, Doherty, Hoffman, and Mayor Latham. The motion carried unanimously.

(c) Item # 17-124, ORDINANCE NO. 2017-8092

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8092, by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34 344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) PERMITTED USES TO ADD "COMMERCIAL ART, PHOTOGRAPHY AND STENOGRAPHIC SERVICES" TO SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Commercial Art, Photography and Stenographic Services as a permitted use in a Commercial Service Zone)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017-8092, amending the Land Development Code by adding “Commercial art, photography and stenographic services” to the list of permitted Business Service Establishment uses in the City’s *Commercial Service: CS* zoning district.

Mr. Forbes said the only change requested is the addition of commercial art, photography, and stenographic services as permitted uses in the *Commercial service: CS* zoning district.

Speakers:

There were no requests to speak on this item.

Discussion:

Ms. Wilson asked where the exact location was, to which Mr. Mann responded 583 1st Avenue South.

Roll call vote: Ayes – Vogelsang, Wilson, Buck, Doherty, Hoffman, Thomason, and Mayor Latham. The motion carried unanimously.

(d) Item # 17-125, ORDINANCE NO. 2017-8093

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8093, by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING DIVISION 2, ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARD, SECTIONS 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, 34-346 OF ARTICLE VII. ZONING DISTRICTS, AND BY AMENDING DIVISION 2. SUPPLEMENTAL STANDARDS, SECTION 34-407 OUTDOOR RESTAURANTS, AND BARS OF ARTICLE VIII. SITE DEVELOPMENT STANDARDS TO MODIFY THE LIMITATIONS AND CONDITIONS FOR OUTDOOR RESTAURANTS AND BARS; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows outdoor seating of 200 sq. ft. or less for restaurants as a permitted use. Allows low volume outdoor noise.)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to amend Land Development Code Sections 34-340, 34-341, 34-342, 34-343, 34-344, 34-345, 34-346, 34-407, to revise the regulations for outdoor restaurants and bars.

Mr. Forbes said the changes to the ordinance would be as follows:

First, allow restaurants to have up to 200 square feet of outdoor seating areas without having to receive conditional use approval, and without having to provide for additional parking. The ten by twenty square foot area is slightly larger than the average parking space.

Secondly, it allows for the maximum area of outdoor customer service areas of restaurants or bars to not exceed 25% of the total enclosed area of the related restaurant or bar.

Lastly, the changes would include provisions to eliminate the prohibition of amplified and other sounds and to reflect the new outdoor sound permit regulations adopted by the City Council on June 5, 2017.

Mr. Mann added that the Planning Commission recommended approval by the City Council, with the condition that any outdoor restaurant or bar area where alcoholic beverages are allowed, be required to obtain conditional use approval.

Speakers:

- Brenda Shields, 315 18th Street North, Jacksonville Beach, thanked the Planning Commission for recommending the item with conditional use approval.
- James Sorrell, 1410 Pinewood Road, Jacksonville Beach, spoke in favor of the item. Mr. Sorrell stated every business should be subject to conditional use approval to ensure the surrounding residential areas remain minimally affected.

- Donnie Sears, 1516 North 3rd Street, the owner of Vitality Bowls, stated parking is an issue in his area and the ability to serve customers outside without having to worry about additional, unavailable parking would assist with their success.
- Mick DuRocher, 41 Millie Drive, Jacksonville Beach, said the low volume music definition varied by individual and inquired about decibel rating.
- Georgette Dumont, 507 16th Avenue South, Jacksonville Beach, strongly recommends the conditional use of any outdoor space where alcohol is going to be served because conditional use allows the City the ability to revoke the privilege if abused.
- Brianna Diaz, 2858 Wonderwood Lane, Atlantic Beach, said she was a representative from the Ocean Grill and was referred to City staff for individual business impact.

Discussion:

Ms. Wilson stated she had concerns with approving the permitted use.

Substitute Motion: It was moved by Ms. Wilson, and seconded by Mr. Thomason, to follow the lead of the Planning Commission and recommend approval of the amendments with the condition that any outdoor restaurant or bar where alcoholic beverages are allowed, be required to obtain conditional use approval.

Mr. Doherty stated he would abstain from the vote because of he owns a business with an outdoor area and alcohol is available. (*See form 8B attached*)

Ms. Hoffman stated she did not support the modification as it contradicts the removal of the red tape for the downtown businesses.

Mr. Buck and Mr. Vogelsang were in agreement with Ms. Hoffman regarding the substitute motion.

Mr. Thomason stated he was not in favor of making it any easier with the permitted use approval and he fully supports the Planning Commission's recommendation.

At 9:10 P.M., the Mayor called for a five-minute recess to reconvene at 9:15 P.M.

Mr. Thomason requested clarification from Mr. Mann on the *Division Two: Supplemental Standards*, refers in (a) to "The unenclosed portion of the restaurant" and in (b) refers to "The area of unenclosed, outdoor customer service area" and requested a modification to the description of the area affected to be written as "outdoor" in both (a) and (b).

The Mayor approved Ms. Wilson's request to withdraw the substitute motion. Mr. Vogelsang seconded the request to withdraw the substitute motion.

Roll Call Vote (Original Motion): Ayes – Buck, Hoffman, and Vogelsang.
Nays – Wilson, Thomason, and Mayor Latham.
Mr. Doherty abstained from voting.
The motion was defeated 3 – 3.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:30 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____



FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

| | |
|--|---|
| LAST NAME—FIRST NAME—MIDDLE NAME DOBROTY - KEITH - KEVIN | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE JAY BEACH CITY COUNCIL SEAT 3 |
| MAILING ADDRESS 921 4TH AVE N. DOVAL | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| CITY COUNTY JAY BEACH DOVAL | NAME OF POLITICAL SUBDIVISION: AT-LARGE SEAT 3 |
| DATE ON WHICH VOTE OCCURRED 07/17/17 | MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE |

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, KEITH COBERT, hereby disclose that on JULY 17TH, 20 17:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

BEING IN THE BAR BUSINESS THERE MAY BE A PERCEIVED CONFLICT OF INTEREST AS MY PLACE OF BUSINESS MAY BE AT A FINANCIAL ADVANTAGE.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

07/17/17
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Proclamation of Esteem

Officer Anthony Michael Cooper

Whereas, Officer Cooper is a positive role model for the young people in the Pablo Beach neighborhood; and

Whereas, he took a personal interest and mentored young people in the neighborhood; and

Whereas, Officer Cooper positively represented the city and department by demonstrating commitment and compassion; and

Whereas, he listened to residents and solved problems in the Pablo Beach neighborhood; and

Whereas, Officer Cooper established and maintained effective working relationships with public and private entities to include other members of the police department, the Mission House, Carver Center staff, HUD staff, and other city employees; and

Whereas, Officer Cooper was recently recognized as June 2017's "Positively Jax" award winner from WJXT Channel 4.

Now, therefore, be it proclaimed by the City of Jacksonville Beach, Florida:

During a period of unusual strife between citizens and police officers all over the country, Officer Cooper stands out as a great role model for all of our citizens, businesses and your colleagues in the Jacksonville Beach Police Department. The City of Jacksonville Beach owes Officer Cooper a debt of gratitude for his selfless service to the benefit of our great city, and for this we express our sincere thanks with this Proclamation of Esteem.

Authenticated this 7th Day of August 2017.

MEMORANDUM

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6263
Fax: 904.247.6169

www.jacksonvillebeach.org

TO: George Forbes, City Manager
FROM: Ann Meuse, Human Resources Director
DATE: July 24, 2017
RE: Employee of the Quarter Award
2nd Quarter 2017

This is to advise that the final determination for Employee of the Quarter for the 2nd Quarter of 2017 has been made. It is my pleasure to announce the following selection:

| <u>Name</u> | <u>Department</u> |
|--------------|-------------------------|
| Wayne Hughes | Beaches Energy Services |

Please refer to the attached letter regarding his achievements.

According to our Awards Program, Wayne should be recognized by the City Council with a personalized letter from you and the City of Jacksonville Beach Employee of the Quarter pin. I am forwarding this information to you so that a presentation can be made at the August 7, 2017, Council Meeting. The recipient will be notified to attend.

Additionally, for your information, the Department Director will be having a departmental award ceremony which will include the presentation of a check in the amount of \$100 and a personalized certificate.

Attachment



City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
Fax: 904.247.6276

www.jacksonvillebeach.org

July 24, 2017

Wayne Hughes
Beaches Energy Services

Dear Wayne,

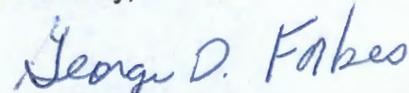
It is with great pleasure that we present you this letter of appreciation for your outstanding job performance with Beaches Energy. You have been selected as an Employee of the Quarter for the 2nd Quarter of 2017.

You are being recognized for:

- For spending countless hours to make sure the critical 805 Line Static Replacement project was completed successfully and ahead of schedule;
- you identified a problem with the materials used by a contractor on the project and rectified the issue, ensuring the project stayed on track and met Beaches Energy specifications;
- and for your caring and concern for beaches citizens, when you noticed two small children running down Florida Boulevard unattended and you stopped and kept the children safe until the police arrived.

Please accept our sincere gratitude and thanks for your outstanding performance. It truly exemplifies the dedication and spirit, which we all strive to attain as public employees.

Sincerely,


George D. Forbes
City Manager



City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

TO: George D. Forbes
City Manager

FROM: Allen Putnam
Director, Beaches Energy Services

DATE: July 24, 2017

RE: Electric Facilities Relocation Project (Project ID 436077-1-52-01)
to support the FDOT State Road A1A (3rd Street) Drainage Project

ACTION REQUESTED:

Authorize the Mayor and City Manager to execute the Utility Work Agreement between Beaches Energy Services and the Florida Department of Transportation (FDOT) for reimbursement for relocation of electric facilities in the amount of \$92,000.

BACKGROUND:

The following relocation of facilities work is required to be performed to facilitate the completion of the Florida Department of Transportation A1A Drainage Project.

- 15th Avenue North (Jacksonville Beach) – relocate existing 26kV 3-phase conduit and underground cable
- 18th Avenue North (Jacksonville Beach) – relocate pole and 26kV 3-phase overhead lines to facilitate the installation of sheet piles
- Seagate Avenue (Neptune Beach) – place 26 kV 3-phase overhead lines underground to facilitate the installation of sheet piles
- 5th Avenue North (Neptune Beach) – relocate 26 kV 3-phase overhead lines to facilitate installation of sheet piles
- Hopkins St. (Neptune Beach) – move guy anchor and guy wire
- Kings Road (Neptune Beach) – locate and protect existing underground 26 kV 3 –phase line

This work is scheduled to begin at the beginning of FY 2018 and be completed by the end of the fiscal year.

RECOMMENDATION:

Approve the execution of the Utility Work Agreement between Beaches Energy Services and the Florida Department of Transportation (FDOT) for reimbursement to Beaches Energy Services for relocation of electric utilities. Authorize the Mayor and City Manager to sign the Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
UTILITIES
10/04

| | |
|--|--------------------------------|
| Financial Project ID: 436077-1-56-04 | Federal Project ID: 4913-014-P |
| County: Duval | State Road No.: A1A |
| District Document No: 1 | |
| Utility Agency/Owner (UAO): City of Jacksonville Beach d/b/a Beaches Energy Services | |

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and City of Jacksonville Beach d/b/a Beaches Energy Services, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns or desires to install certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities," (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 436077-1-56-04, State Road No. A1A, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, is entitled to be reimbursed for some portion or all of the Utility Work; and

WHEREAS, the FDOT and the UAO desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Performance of Utility Work

- a. The UAO shall perform the Utility Work in accordance with the utility relocation schedule attached hereto as Exhibit A and by this reference made a part hereof (the "Schedule"), the plans and specifications for the Utility Work which have been previously approved by the FDOT (the "plans"), said Plans being incorporated herein and made a part hereof by this reference, and the detailed cost breakdown for the Utility Work (the "estimate") previously prepared. If the Schedule, the Plans, and the Estimate have not been prepared as of the date of the execution of this Agreement, then the Utility Work shall be performed in accordance with the Plans, the Schedule, and the Estimate that are hereafter prepared in compliance with the notice previously sent to the UAO which established the terms and conditions under which those documents are to be prepared. The FDOT's approval of the Plans shall not be deemed to be an adoption of the Plans by the FDOT nor a substitution for the proper exercise of engineering judgment and the UAO shall at all times remain responsible for any errors or omissions in the Plans. The Utility Work shall include all Facilities located on the Project and neither the failure of the UAO to include all of the Facilities in the Schedule nor the failure of the FDOT to identify this omission during its review of the Plans shall relieve the UAO of the obligation to make those Facilities part of the Utility Work. Time shall be of the essence in complying with the total time shown by the Schedule for the Utility Work as well as any and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such methods so as to not cause a delay to the FDOT or its contractors in the prosecution of the Project. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans, Schedule, or Estimate (including location of the Facilities and the proper inclusion of all Facilities as part of the Utility Work as stated above); failure to perform the Utility Work in accordance with the Plans and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
UTILITIES
10/04

Schedule; or failure of the **UAO** to comply with any other obligation under this Agreement or under the law.

- b. All Utility Work shall be performed by the **UAO's** own forces or its contractor. The **UAO** shall be responsible for obtaining any and all permits that may be necessary to perform the Utility Work. The **FDOT's** Engineer (as that term is defined by the **FDOT's** Standard Specifications for Road and Bridge Construction) has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** Engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans and Schedule as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project and shall stop work or modify work upon order of the **FDOT's** engineer as determined by the **FDOT's** engineer to be necessary for public health, safety or welfare. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 1 a.
- c. After the **FDOT** has received a proper Schedule, Estimate and Plans, the **FDOT** will issue a notice to the **UAO** which authorizes the Utility Work to proceed. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning the Utility Work and when the **UAO** stops, resumes, or completes the Utility Work. The Utility Work shall be performed under the conditions of, and upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to, the Utility Permit N/A (Note: Intent of this line is to allow either attachment of or separate reference to the permit).

2. Claims Against UAO

- a. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will, in accordance with the **FDOT's** procedure, notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- b. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- c. The **FDOT** may withhold reimbursement to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by **FDOT** to **FDOT's** contractor.

3. Reimbursement for Utility Work

- a. The **FDOT** agrees to reimburse the **UAO** for a portion of the cost of the Utility Work, hereinafter referred to as the "**FDOT** Participating Amount." The **FDOT** Participating Amount is established by the **FDOT's** Utility Estimate Summary form or similar form submitted to and accepted by the **FDOT** and the forms supporting documentation. The **FDOT** Participating Amount is estimated to be \$92,000.00. Any costs not included in the approved Plans and Estimate and any location work (vertically or horizontally) or other engineering work performed to determine the compensability of the Utility Work shall not be reimbursed by the **FDOT**. The **UAO** shall obtain written approval from the **FDOT** prior to performing Utility Work which exceeds the Estimate or which is not in the Plans.
- b. The method to be used in calculating the cost of the Utility Work shall be one of the following (check which option applies):
 - Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

UTILITY WORK AGREEMENT
(**FDOT PARTICIPATING IN EXPENSE**)

- Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).
- An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.
- c. In determining the amount of the cost of the Utility Work to be reimbursed, a credit will be required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:
- (1) Increase in value credit.
- (a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies, and will be determined as of the time of the issuance of the work order. This credit shall be deducted proportionally from each invoice for the Utility Work.
- (b) Upgrading. A percentage of the total cost of the Utility Work, based on the extent of the betterment obtained from the new Facilities, to be determined as of the time of the issuance of the work order, will be applied equally to each billing for the Utility Work.
- (2) Salvage Value. The **FDOT** shall receive salvage value credit for any salvage which shall accrue to the **UAO** as a result of the above Utility Work. It is the **UAO's** responsibility to ensure recovery of salvageable materials and to report the salvage value of same to the **FDOT**. This Salvage Value credit shall be applied as provided in Paragraph 4 c.

4. Invoice Procedures for FDOT Participating Amount

The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement of the **FDOT Participating Amount**:

- a. The **UAO** may, unless reimbursement is on a lump sum basis pursuant to Subparagraph 3. b. hereof, at monthly intervals, submit progress invoices for all costs incurred for the period covered by the invoice. In addition to deductions for applicable credits, which deductions shall be shown on the invoice, the **FDOT** will retain ten (10%) percent of such progress invoices. Retainage will be paid with the final invoice. If reimbursement is on a lump sum basis pursuant to Subparagraph 3.b. hereof, the lump sum invoice shall be submitted as a final invoice pursuant to Subparagraph 4.b. below.
- b. The **UAO** shall submit a final invoice to the **FDOT** for payment of all Utility Work within one hundred and eighty (180) days after written notification from the **FDOT** of final acceptance of the Utility Work. The **UAO** waives all right of reimbursement for invoices submitted more than one hundred eighty (180) days after written notification of final acceptance of the Utility Work. The **FDOT** does not waive its right to reject future untimely invoices by acceptance and payment of any invoices not submitted within one hundred eighty (180) days after written notification of final acceptance of the Utility Work.

UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

- c. All invoices shall be arranged in the order of items contained in the Estimate referred to in Paragraph 1. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown in such a manner as will allow ready comparison with the approved Plan and Estimate. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
- h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this Paragraph shall be incorporated verbatim in all contracts of the **FDOT**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(**FDOT PARTICIPATING IN EXPENSE**)

Form No. 710-010-54
UTILITIES
10/04

which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.

- m. **PUBLIC ENTITY CRIME INFORMATION 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

5. Out of Service Facilities

No Facilities shall be left in place on **FDOT's** Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph 5. e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the **FDOT** or other permittees using or seeking use of the right of way.
- e. The **UAO** shall remove the Facilities upon 30 days prior written request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto because such a removal would

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(**FDOT PARTICIPATING IN EXPENSE**)

Form No. 710-010-54
UTILITIES
10/04

be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this Paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
UTILITIES
10/04

- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

8. Force Majeure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
UTILITIES
10/04

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

9. Miscellaneous

- a. If the Utility Work is reimbursable under this Agreement, the **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this agreement, and such compliance will be governed by the method marked below:
- The **UAO** will perform all or part of such Utility Work by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.
 - The **UAO** will perform all of its Utility Work entirely with **UAO's** forces, and Appendix "A" of Assurances is not required.
 - The Utility Work involved is agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
 - The **UAO** will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- f. Time is of the essence in the performance of all obligations under this Agreement.
- g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
UTILITIES
10/04

UAO shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Allen Putnam (Director, Beaches Energy)

1460 Shetter Avenue

Jacksonville Beach, FL 32250

If to the **FDOT**:

John P. McCarthy

FDOT / D2 Utilities Administrator

1109 South Marion Ave., Lake City, FL 32025

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes To Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Jacksonville Beach d/b/a Beaches Energy Services

BY: (Signature) _____

DATE: _____

(Typed Name: George D. Forbes)

(Typed Title: City Manager - City of Jacksonville Beach)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT
(FDOT PARTICIPATING IN EXPENSE)

Form No. 710-010-54
UTILITIES
10/04

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

CITY OF JACKSONVILLE BEACH D/B/A BEACHES ENERGY SERVICES

BY: (Signature) _____

DATE: _____

(Typed Name: Charlie Latham)

(Typed Title: Mayor - City of Jacksonville Beach)

BY: (Signature) _____

DATE: _____

(Typed Name: George D. Forbes)

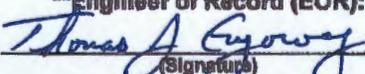
(Typed Title: City Manager - City of Jacksonville Beach)

-- EXHIBIT A --

Rule 14-46

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

710-010-06
UTILITIES
1200
Page 1 of 3

| | | | |
|--|---|---|-----------------------|
| Financial Project ID: 436077-1-52-01 | | Federal Project ID: | |
| County: Duval | | State Road No.: A1A | |
| District Document No: | | | |
| Utility Agency/Owner (UAO): Beaches Energy Services | | | |
| A. Summary of Utility Work And Execution | | | |
| | Estimated Time (calendar days) | | |
| Total Time Prior To FDOT Project Construction | 30 | | |
| Total Time During FDOT Project Construction | 0 | | |
| <p>This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Florida Department of Transportation (FDOT), the FDOT's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this FDOT project. The following data is based on FDOT preliminary construction plans dated <u>February 2017</u>. Any deviation by the FDOT or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by FDOT of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the Department in writing prior to starting, stopping, resuming, or completing work.</p> | | | |
| UAO Project Representative: | <u>Robert M. Alip</u> | Telephone Number: | <u>(904) 247-6252</u> |
| UAO Field Representative: | <u>Robert M. Alip</u> | Telephone Number: | <u>(904) 247-6252</u> |
| <p>This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".</p> | | | |
| You MUST signify by selecting or checking which of the following applies: | | | |
| <input checked="" type="checkbox"/> No changes to forms document. <input type="checkbox"/> Appendix "Changes to Forms Document" is attached. ___ Number of Attachment Pages. | | | |
| Authorized Utility Agent:  (Signature) <u>ROBERT M. ALIP</u> (Printed Name) Electrical Engineer (Title) <u>April 6, 2017</u> (Date) | **Engineer of Record (EOR):  (Signature) <u>THOMAS J. GYROG</u> (Printed Name) <u>PROJECT MANAGER</u> (Title) <u>5/19/17</u> (Date) | Acceptance by District Utilities: Digitally signed by John P.  (Signature) <u>DN: C=US,</u> <u>E=john.mccarthy@dot.state.fl.us,</u> <u>OU=D2 FDOT Utilities, CN=John</u> <u>P. McCarthy</u> (Title) Date: 2017.06.06 11:19:44-04'00' | |
| (**When requested by the District, the EOR will attest to compatibility of plans, specifications and Utility Work Schedule) | | | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

710-010-05
UTILITIES
12/09
Page 2 of 3

| | | | |
|---|---|----------------------------|--|
| Financial Project ID: 436077-1-52-01 | | Federal Project ID: | |
| County: Duval | | State Road No.: A1A | |
| District Document No: | | | |
| Utility Agency/Owner (UAO): Beaches Energy Services | | | |
| B. | Special Conditions / Constraints | | |
| <p>1. The contractor will notify Beaches Energy Services 72 hours prior to construction.</p> <p>2. The contractor will notify Beaches Energy Services 72 hours in advance of the need for line rubbers.</p> | | | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

710-010-05
 UTILITIES
 08/04
 Page 3 of 4

| Financial Project ID: 436077-1-52-01 | | Federal Project ID: | | |
|---|---|-------------------------|---------------------------|---------------------------------|
| County: Duval | | State Road No.: A1A | | |
| District Document No: | | | | |
| Utility Agency/Owner (UAO): Beaches Energy Services | | | | |
| C. Disposition of Facilities (List All Existing & Proposed) on Project: | | | | |
| UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA | DESCRIPTION OF UTILITY WORK | DEPENDENT ACTIVITIES | M.O.T. PHASE NUMBER | CONSECUTIVE CALENDAR DAYS |
| <p><u>(15TH Avenue North)</u> A. 26KV, 3-phase 3-1000KCM underground feeder cable is in conflict with the new drainage improvement from station 32+69 to station 33+08</p> <p><u>(18TH Avenue North)</u> B. 26KV, 3-phase overhead feeder between stations 40+90 and 43+80 is in conflict during installation of sheet piles</p> <p><u>(Seagate Avenue)</u> C. 26KV, 3-phase overhead line between stations 52+25 and 54+30 is in conflict during installations of sheet piles</p> | 1. Remove existing 3-1000KCM underground feeder cable from station 29+30 to station 35+40 | Prior to construction | N/A | 1 |
| | 2. Install 2-6" conduits from station 29+30 to station 35+40 (minimum of 40 ft. deep between station 32+40 and 33+40) | Prior to construction | N/A | 5 |
| | 3. Pull new 3-1000KCM underground feeder cable | Prior to construction | N/A | 5 |
| | 1. Install anchors and guys at existing concrete poles at station 40+90, offset 35' left and station 43+80, offset 32' left | Prior to construction | N/A | 1 |
| | 2. Remove existing concrete pole at station 42+06, offset 35' left | Prior to construction | N/A | 1 |
| | 3. Remove 26KV, 3-phase feeder wire between stations 40+90 and 43+80 | Prior to construction | N/A | 1 |
| | 1. Install 2-4" conduits from station 49+40 to station 54+80 (minimum of 40 ft. deep between station 52+40 and 53+60) | Prior to construction | N/A | 5 |
| | 2. Pull new 3-1/0AL underground primary cable from station 49+40 to station 54+80 | Prior to construction | N/A | 5 |
| | 3. Install anchors and guys at existing wood pole at station 54+30 | Prior to construction | N/A | 1 |
| 4. Remove 26KV, 3-phase overhead wire between stations 52+25 and 54+30 | Prior to construction | N/A | 1 | |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

| Financial Project ID: 436077-1-52-01 | | Federal Project ID: | | |
|--|---|-------------------------|---------------------------|---------------------------------|
| County: Duval | | State Road No.: A1A | | |
| District Document No: | | | | |
| Utility Agency/Owner (UAO): Beaches Energy Services | | | | |
| C. Disposition of Facilities (List All Existing & Proposed) on Project: | | | | |
| UTILITY FACILITIES BY STATUS/ TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA | DESCRIPTION OF UTILITY WORK | DEPENDENT ACTIVITIES | M.O.T. PHASE NUMBER | CONSECUTIVE CALENDAR DAYS |
| (5 TH Street, Neptune Beach) D. 26KV, 3-phase overhead feeder between stations 60+35 and 63+11 is in conflict during installation of sheet piles | 1. Install anchors and guys at existing concrete poles at station 60+35, offset 25 ft. left and station 63+11, offset 22ft. left | Prior to construction | N/A | 1 |
| | 2. Remove 26KV, 3-phase feeder wire between stations 60+35 and 63+11 | Prior to construction | N/A | 1 |
| (Hopkins Street) E. Existing anchor and guy is in conflict with the proposed outfall channel | 1. Install new anchor and guy at Hopkins St. | Prior to construction | N/A | 1 |
| | 2. Remove existing anchor and guy inside outfall channel | Prior to construction | N/A | 1 |
| (Kings Road) F. Existing 26KV, 3-phase 3-1000KCM from station 81+00 to 88+00, offset varies (right of center line) | 1. Contractor must locate and protect existing 26KV U/G feeder | | N/A | |
| (Kings Road) G. 138KV Transmission Line | 1. Utility Work Schedule will be submitted on another UWS | | | |

Appendix "A" of Assurances

| | |
|---|--------------------------------|
| Financial Project ID: 436077-1-56-04 | Federal Project ID: 4913-014-P |
| County: Duval | State Road No.: A1A |
| District Document No: 1 | |
| Utility Agency/Owner (UAO): Beaches Energy Services | |

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Material Certification Requirements:** The **UAO** will use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The **UAO** will ensure that all manufacturing processes for this material occur in the United States. As used in this provision, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. Foreign steel and iron may be used when the actual cost of such foreign materials does not exceed 0.1% of the total reimbursable amount of this agreement. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that are not incorporated into the finished work. Prior to incorporating the material into the work, the **UAO** will provide the Florida Department of Transportation a certification from the manufacturer of steel or iron, or any product containing steel or iron as a component, stating either: a) "that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States" or, b) "that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States except for minimal quantities of foreign steel and iron with an actual cost of \$_____."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Appendix "A" of Assurances

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.247.6276

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor Latham
Members of the City Council

FROM: Trish Roberts
Deputy City Manager

DATE: July 18, 2017

RE: Adopt Special Event Policy

ACTION REQUESTED

Adopt Special Event Policy.

BACKGROUND

The Special Event Policy was initially developed to guide the City's management of special events held on public property, primarily in the downtown area. In the last five years, the number, size, complexity, and frequency of special events have grown, requiring more planning, coordination, oversight and management on the part of the Police, Fire, Parks and Public Works Departments. Staff from those departments met to develop recommendations for changes to the Special Event Policy. The changes are intended to clarify the policy, address areas of concern, and to make it easier to enforce.

A summary of major changes to the policy was discussed with the City Council at a briefing on May 1, 2017. Definitions of City-contracted events and City-produced events were added to the policy based on discussion at the May 1, 2017 City Council meeting.

Criteria addressing the role of City employees with regard to festivals and special events was clarified and additional requirements for holders of a temporary alcohol permit were changed as a result of comments made during the July 12, 2017 workshop. Changes made to the policy following the July 12 workshop are highlighted in yellow.



The major changes are as follows:

Definitions of Festival and Special Events rewritten:

- A **Special Event** is defined as any festival, meeting, activity, or gathering of persons invited by public notice, announcement or advertisement for the purpose of witnessing or participating in any common purpose, entertainment or exhibition, or purchasing or selling any merchandise, food or beverage, or consuming any food or beverage upon any City-owned public facility, street, sidewalk, alley, park, parking lot or other public place.

A special event is expected to require, for its safe and successful execution, the coordination of City services and the organizer of the event to a degree above that which the City provides under ordinary, everyday circumstances.

Any of the following characteristics may cause a special event to be defined as a festival and/or create additional permit requirements:

- Road closures
 - Amplified music
 - Length of event more than four hours
 - Alcohol sold, distributed or consumed
-
- A **Festival** is defined as an event held in the Facility Rental Area which includes alcohol sales, distribution, and/or consumption and is more than four hours in length. (A City-produced event is not considered to be a festival.) It is the intention of the City of Jacksonville Beach not to allow a concert in the Facility Rental Area that includes the sale, distribution or consumption of alcohol if the event is less than four hours in length.

 - **Other option (not included in the proposed policy):** Events that offer alcohol for sale, distribution or consumption may be approved if they meet the following criteria:
 - Length of the event is a maximum of 3 hours, and
 - Location of the event is limited to SeaWalk Pavilion Area only (Facility Rental Area A), and
 - There must be one full weekend without a festival prior to and following the event (i.e., one weekend off, one weekend on, one weekend off).

Special events that involve road closures, the use of amplified music, or the distribution, sale, or consumption of alcohol (whether by sale, admission, a ticket, a donation, a membership fee, a meal charge, or a gratuity) may cause a special event to be defined as a festival or cause additional permitting requirements.

Definitions of City Produced and City Contracted Events added:

- A **City-produced Event** is any event that is produced and managed by the City and authorized by the City Manager (such as Moonlight Movies and the Jazz Series).
- A **City-contracted Event** is an event that does not meet the ordinary definition of a festival or special event, is being produced and managed by an individual or group, and is held through the sponsorship of the City. They are intended to be family-friendly and require the approval of the City Council. Examples of such events are Deck the Chairs and the Art Walk. City-contracted events shall not allow alcohol to be sold, distributed, or consumed.

City-contracted events must provide an annual income statement and balance sheet prepared by a Certified Public Accountant in sufficient detail to demonstrate the sources and uses of revenue generated by the event. Any net income from the event must be donated to the City of Jacksonville Beach, unless an alternate distribution of the net income is specifically allowed in the contract approved by the City Council.

Definition of Organizer or Producer revised:

- The holder of the Alcoholic Beverage Temporary License/Permit will be considered to be a co-organizer/producer of the event and will be required to sign the Special Event Application and the Special Event Permit.
- Sitting members of the City Council, City boards and agencies, and any of their immediate family members, shall have no financial interest, direct or indirect, in entities that organize or produce festivals or special events.
- City employees shall not organize or produce festivals or special events. City employees shall have no involvement (financial or otherwise) with festivals or special events if such involvement would constitute a substantial conflict with the proper discharge of his or her duties as a City employee.

Facility availability and the scheduling of special events clarified:

- Maximum length of any event which is not a festival is two consecutive days; these events may be held between 6:00 am and 10:00 pm.
- Maximum length of any festival is:
 - October through February: two consecutive days
 - March through September: one day
 - Exceptions:
 - Springing the Blues, which is two days
 - Air Show, which is three days
- Festivals may be held on the following days:
 - Friday from 5:00 pm until 10:00 pm;
 - Saturday from 12:00 (noon) until 10:00 pm or
 - Sunday from 12:00 (noon) until 8:00 pm.
- In years that the City of Jacksonville Beach hosts the Air Show, no festival may be held within two weeks of the Air Show. [There must be one full weekend without a festival prior to and following the event.]
- The area available for paid, priority seating is limited to half of the Seawalk Pavilion area and excludes Latham Plaza. Exceptions are made for the Air Show and on the Pier during City-produced events. Nothing can be placed in or around the paid priority seating area that may obstruct the visibility of others outside the area.
- Delivery and installation of fencing used to define the areas where alcoholic beverages will be served is the responsibility of the producer. Fencing may not exceed four feet in height. Banners and other materials that may obstruct the visibility of others outside the paid priority seating area are not allowed.
- Reservation dates will be accepted but are not considered to be confirmed until after a completed Special Event Application has been received and a reservation has been confirmed, in writing, by the City. A confirmed reservation is not to be construed as an approval of a special event permit.

Non-issuance or revocation of a special events permit; cancellation of an event clarified:

- A permit may not be issued if the organizer/producer fails to meet requirements stipulated in the Special Event Policy or the Rate Resolution.
- The City Manager is authorized to deny an application for a Special Event Permit or cancel a Special Event Permit for violations of the Special Event Policy, or for failure to meet the requirements of the Special Event Permit or for failure to correct conditions identified by City staff. The City Manager's decision to deny a Special Event Application will be final. Cancellation of a Special Event Permit by the City Manager may be reviewed by the City Council.
- The City of Jacksonville Beach will not be responsible for any economic loss or damage resulting from non-issuance or cancellation of a special event permit.

Additional application requirements:

- An organizer/producer will be required to submit the organization's articles of incorporation and registration with the State of Florida Division of Corporations (Sunbiz). The most recent IRS Form 990 may be required, where applicable.

Insurance requirements increased:

- Minimum amount of insurance coverage for General, Liquor and Automobile Liability has been increased to \$2.0 million for each type of coverage.

Additional requirements for holders of temporary alcohol permit

- Within 30 calendar days after the completion of a festival and prior to the return of the organizer's/producer's deposit, the holder of the festival's temporary alcohol permit is required to submit a complete copy of the Sales and Use Tax Return (form DR-15). (The Florida Department of Revenue requires this form and any tax due to be submitted to it within 10 business days following an event for which a Temporary Alcohol Permit has been issued.)

Following adoption of the Special Event Policy, a resolution adjusting fees for special events will be presented for the City Council's consideration.

RECOMMENDATION

Adopt the Special Event Policy dated July 13, 2017.

Possible amendments to the Special Event Policy, if desired by the City Council:

Revise the proposed Special Event Policy to add the following language to Section I, Subsection D, second paragraph:

“Events that offer alcohol for sale, distribution or consumption may be approved if they meet the following criteria:

- Location of the event is limited to SeaWalk Pavilion Area only (Facility Rental Area A), and
- Length of the event is a maximum of 3 hours, and
- There will be one full weekend without a festival prior to and following the event (i.e., one weekend on, one weekend off).”

Revise the proposed Special Event Policy to change the language in Section II, Subsection A(1)(c)(iii) to read as follows:

“iii. Exceptions: Springing the Blues, which is ~~two (2)~~ three (3) days; and the Air Show, which is three (3) days.”



SPECIAL EVENTS POLICY

July 13, 2017 IES

City of Jacksonville Beach
Parks & Recreation Department
2508 South Beach Parkway
Jacksonville Beach, FL 32250
(904) 247-6157
www.jacksonvillebeach.org

~~Amended: 0//16~~
~~Corrected: 01/09/15~~
~~Amended: 12/01/14~~
~~Adopted: 12/16/13~~

SPECIAL EVENTS POLICY
TABLE OF CONTENTS

| | | |
|--|---|----------------------|
| I. | INTRODUCTION AND SCOPE | <u>221</u> |
| II. | PROCEDURE FOR SCHEDULING A SPECIAL EVENT..... | <u>442</u> |
| A. | Approval of Application..... | <u>443</u> |
| 1. | Availability of City Facilities and Scheduling of Events..... | <u>443</u> |
| 2. | Pre-Application Submission | <u>664</u> |
| B. | Denial of Special Event Request | <u>10107</u> |
| C. | Appeal of Denial of Special Event Request or Cancellation of Special Event Permit | <u>10107</u> |
| III. | APPLICATION PROCEDURE FOR HOLDING A SPECIAL EVENT | <u>11117</u> |
| A. | Initial Request | <u>11118</u> |
| B. | Application Requirements | <u>12128</u> |
| IV. | FEES AND CHARGES FOR SPECIAL EVENTS..... | <u>14149</u> |
| V. | INSURANCE REQUIREMENTS FOR SPECIAL EVENTS..... | <u>151510</u> |
| A. | Organizer/Producer | <u>151510</u> |
| B. | Liquor Liability | <u>151511</u> |
| VI. | REQUIREMENTS REGARDING SALE, DISTRIBUTION, AND/OR CONSUMPTION OF | |
| ALCOHOLIC BEVERAGES AT SPECIAL EVENTS | <u>171712</u> | |
| A. | Request at time of Special Event Application..... | <u>171712</u> |
| B. | State Temporary License/Permit..... | <u>171712</u> |
| C. | Conditions for Approval..... | <u>171712</u> |
| D. | Requirements for Events Selling and/or Distributing Alcoholic Beverages | <u>181813</u> |
| E. | General Rules | <u>191913</u> |
| VII. | GENERAL REQUIREMENTS FOR SPECIAL EVENT PERMITS..... | <u>212114</u> |
| A. | Compliance with City Codes..... | <u>212114</u> |
| B. | Health and Sanitary Requirements | <u>212115</u> |
| C. | Fire/Rescue Personnel | <u>222215</u> |
| D. | Ocean Rescue Personnel | <u>222215</u> |
| E. | Police Personnel | <u>232316</u> |
| F. | Other City Personnel | <u>232316</u> |
| G. | Cleanup..... | <u>232316</u> |

| | | |
|--------------|---|----------------------|
| H. | Temporary Bathroom Facilities..... | <u>242416</u> |
| I. | Banners, Promotional, and Informational Materials..... | <u>242417</u> |
| J. | Road Closures | <u>242417</u> |
| K. | Municipal Parking Lot..... | <u>252517</u> |
| L. | Overnight Parking | <u>252518</u> |
| M. | Additional Licenses..... | <u>252518</u> |
| N. | Public Announcements..... | <u>252518</u> |
| O. | Surf Contests and Beach/Ocean Activities..... | <u>262618</u> |
| P. | Requested Documents for City Signature | <u>262618</u> |
| Q. | Driving in the Event Area | <u>262618</u> |
| VIII. | GENERAL REQUIREMENTS FOR SPECIAL EVENT VENDORS..... | <u>272718</u> |
| A. | Food and Beverage Vendors | <u>272719</u> |
| B. | Cleaning | <u>282820</u> |
| C. | Amusements | <u>292920</u> |
| IX. | CONDITIONS AND REQUIREMENTS FOR SPECIAL EVENTS HELD ON THE | |
| BEACH | <u>303020</u> | |
| | APPENDIX I – FACILITY RENTAL AREA..... | <u>323222</u> |
| | APPENDIX II – FLORIDA DEP REQUIREMENTS | <u>343423</u> |
| | APPENDIX III – FIRE SAFETY REQUIREMENTS..... | <u>383825</u> |
| | APPENDIX IV – TEMPORARY FOOD SERVICE EVENTS..... | <u>404027</u> |
| A. | Licensing..... | <u>404027</u> |
| B. | Licensing Exemptions | <u>414127</u> |
| C. | Fees..... | <u>414128</u> |
| D. | Fire Safety | <u>414128</u> |
| E. | Personnel | <u>414128</u> |
| F. | Facilities | <u>424228</u> |
| G. | Water | <u>424229</u> |
| H. | Solid and Liquid Waste | <u>434329</u> |
| I. | Required Items | <u>434329</u> |
| | APPENDIX V – SITE INSPECTION AND CLEANUP AGREEMENT..... | <u>444431</u> |
| | AGREEMENT – SIGNATURE BEFORE THE EVENT..... | <u>454532</u> |
| | AGREEMENT – SIGNATURE WITHIN FORTY-EIGHT (48) HOURS FOLLOWING THE EVENT . | <u>474733</u> |
| | APPENDIX VI – TIMELINE OF DUE | |
| | DATES..... | <u>515135</u> |

CITY OF JACKSONVILLE BEACH

SPECIAL EVENT POLICIES AND PROCEDURES
~~FOR FESTIVALS AND SPECIAL EVENTS HELD ON CITY FACILITIES~~

I. I. — INTRODUCTION AND SCOPE OF THIS DOCUMENT

The City requires ~~The purpose of this document is to outline the policies and procedures required to hold a festival or special event on City property.~~ Special Events to be permitted for the safety and well-being of participants and the public and to safeguard the public property belonging to the citizens of Jacksonville Beach. The purpose of this document is to outline the policyies and procedures required to hold a special event on City public property. For the purposes of this document, the following definitions ~~will~~ apply:

A. A. — A **Special Event** is defined as any festival, meeting, activity, gathering or group of persons, animals or vehieles, or combination thereof, having a common purpose, design or goal, upon any public facility, street, sidewalk, alley, park, parking lot or other public place. The term “special event” shall not include a neighborhood block party, social, recreational gathering, or any other type of assemblage. **PLEASE NOTE THE CITY WILL NOT APPROVE AN OUTSIDE SPONSORED SPECIAL EVENT OR FESTIVAL ON A CITY-RECOGNIZED HOLIDAY OR THE WEEKEND ADJACENT TO A CITY-RECOGNIZED HOLIDAY WEEKEND. THE CITY COUNCIL WILL DETERMINE IF A JULY 4TH EVENT IS SCHEDULED. Only one (1) Special Event selling, distributing or consuming alcohol will be permitted monthly;** or gathering of persons invited by public advertisement for the purpose of witnessing or participating in any common purpose, entertainment or exhibition, or purchasing or selling any merchandise, food or beverage or consuming any food or beverage upon any City-owned public facility, street, sidewalk, alley, park, parking lot or other public place.

A special event is reasonably expected to require, for its safe and successful execution, the coordination of City services or the organization of the event to a degree above that which the City provides under ordinary, everyday circumstances.

Any of the following characteristics may cause a special event to be defined as a festival and/or create additional permit requirements:

- i. Road closures
- ii. Amplified music
- iii. Length of event is four (4) hours or more
- iv. Alcohol sold, distributed or consumed

B. The **Special Events Committee** is a committee appointed by the City Manager, and is presently ~~composed~~comprised of the ~~Director of Parks and~~ Recreation Director as Chairperson, Police Chief, Fire Chief, -Director of Public Works, Ocean Rescue Supervisor, or their designees.

The Special ~~Events~~Event Committee is designated by the City Manager with the responsibility ~~of~~or reviewing and approving an application to conduct a special event within the City.;

C. A **Special Event Permit** is a permit ~~that is~~ issued after all requirements are met by the requesting ~~organization~~organizer/producer and all applicable advance fees are paid. The permit will cover the event organizer/producer and their selected vendors. A Special Event Permit must be issued for each event. Additional permits and licenses may be required for tents, alcohol, outside vendors, signs, banners, electricity~~at~~, and miscellaneous construction. No

person shall engage in, participate in, aid, form or start any special event unless a Special Event Permit has been obtained from the Special Events Committee.;

- D. ~~A Festival, as defined in this document,~~ is defined as an event which is held at the Sea Walk Pavilion and/or Latham Plaza, in the Facility Rental Area is more than six (6) hours in duration, which and includes alcohol consumption and/or sales sales, distribution, and/or consumption and is four (4) or more hours in length. (A ~~City-City-produced~~ sponsored event is not considered to be a festival.) It is the intention of the City of Jacksonville Beach not to allow a concert in the Facility Rental Area that includes the sale, distribution, and/or consumption of alcohol if the event is less than four (4) hours in length.

Special events that involve road closures, the use of amplified music, or the distribution, sale, and/or consumption of alcohol (whether by sale, admission, a ticket, a donation, a membership fee, a meal charge, or a gratuity) may cause a special event to be defined as a festival or cause additional permitting requirements. ;

- E. ~~The An Organizer/ or Producer, as defined in this document,~~ is the person(s) or persons who are financially responsible for all fees, deposits, damages or other charges for holding due to or caused by an event held in Jacksonville Beach. This person(s) has authority to make decisions regarding the event, including cancellation of the event due to weather conditions or for other reasons.; ~~and~~ The holder of the Alcoholic Beverage Temporary License/Permit shall be considered to be a co-organizer/co-producer of the event and will be required to sign the Special Event Permit.

Sitting members of the City Council, City boards and agencies, and any of their immediate family members shall have no financial interest, direct or indirect in entities that organize or produce festivals. Immediate family members are defined as: father, mother, son, daughter, brother, sister, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, wife, husband, father-in-law, mother-in-law, brother-in-law, sister-in-law, first cousin, nephew, niece, grandparents, grandchildren.

City employees shall not organize or produce festivals or special events. City employees shall have no involvement (financial or otherwise) with festivals or special events if such involvement would constitute a substantial conflict with the proper discharge of his or her duties as a City employee. Outside employment shall be reported, in writing, to the City's Human Resources Department (as stated in City Personnel Policies) and to the employee's supervisor.

This provision is to assure compliance with state ethics laws including Sec. 112.311, Florida Statutes.

- F. ~~The Surf Contests and Beach/Ocean Activities must take place a minimum of 300' feet from the pier.~~ Facility Rental Area is- the SeawalkSeaWalk Pavilion, Latham Plaza, and the municipal parking lot as outlined in Appendix I. ~~and~~
- G. A ~~City-City-produced~~ Sponsored Event is any event produced and managed by the City and authorized by the City Manager.

H. A City-contracted Event is an event that does not meet the ordinary definition of a festival or special event, is being produced and managed by an individual or group, and is held through the sponsorship of the City. Such events are intended to be family-friendly and require the approval of the City Council. Examples of such events are Deck the Chairs and the Art Walk. City-contracted events shall not allow alcohol to be sold, distributed, and/or consumed.

City-contracted events must provide an annual income statement and balance sheet prepared by a Certified Public Accountant in sufficient detail to demonstrate the sources and uses of revenue generated by the event. Any net income from the event must be donated to the City of Jacksonville Beach, unless an alternate distribution of the net income is specifically allowed in the contract approved by the City Council.

I. For the purposes of this policy, the words **Alcohol and Alcoholic Beverage** means beer and/or wine. Only beer and/or wine may be sold, distributed, and/or consumed at special events.

II. H. — PROCEDURE FOR SCHEDULING A ~~FESTIVAL OR~~ SPECIAL EVENT

Scheduling a ~~festival or~~ special event is determined by two factors: 1) The availability of City facilities on ~~a~~ specific dates(s) each calendar year; and, 2) ~~Approval of a Special Event Application~~ The issuance of a Special Event Permit. The following ~~sections~~ outlines the conditions for determining facility availability and event approval.

If there is an unauthorized ~~and~~ unpermitted Special Event in the City of Jacksonville Beach, the City Manager or designee shall have the authority to cancel and suspend the unpermitted Special Event.

A. **Approval of Application**

The Organizers/~~producers~~Producers will make initial contact with the Parks ~~&&~~ and Recreation Department to determine the availability of the date(s) and site(s) for ~~their~~ the proposed event. ~~If available, the City will tentatively reserve the date(s) and facility(ies) until receipt of an application.~~

1. **Availability of City Facilities and Scheduling of Events**

- a. The ~~use~~Reservation of City facilities is reserved on a “first-come, first-served” basis. First priority is given to ~~City~~City-produced~~produced~~ events, City-contracted events, and annual events which have taken place for two (2) or more consecutive years unless the event organizer/producer’s application is denied due to violations of the Special Event Policy identified in the After-action Report. (If a returning event ~~was~~ canceled in a prior year due to

weather, it will not preclude the consecutive year rule.)

b. Only one festival may be ~~scheduled~~ held in any one month.

i. In years that the City of Jacksonville Beach hosts the Air Show, no additional festival may be held within two weeks of the Air Show in the same month (i.e., there will be no festival scheduled on either the weekend prior to the Air Show or on the weekend following the Air Show).

ii. Festivals may be held during the following hours: from

Fridays: 5:00 P.M. until 10:00 P.M.

Saturdays: 12:00 P.M. (noon) until 10:00 P.M.

Sundays: 12:00 P.M. (noon) until 8:00 P.M.

iii. The City will not approve a non-City produced special event or festival on a City-recognized holiday or on a weekend adjacent to a City-recognized holiday. City-recognized holidays are:

1) New Year's Day

2) Martin Luther King Birthday

3) Memorial Day

4) 4th of July

5) Labor Day

6) Veteran's Day

7) Thanksgiving Day

8) Friday after Thanksgiving Day

9) Christmas Day

iv. The City Council will determine if a July 4th event is scheduled.

The sales, distribution, and/or consumption of alcohol will not be allowed at a 4th of July event.

vi. ~~S~~The and sound levels at all events must conform to the City's noise ordinance. All festivals must end at 10:00 P.M. This item is effective January 1, 2003.

~~e. Only one special event per weekend, unless prior approval by the Parks & Recreation Director.~~

~~dc.~~ The maximum length of a festival is as follows:

i. Events occurring in October through February: two (2) consecutive days;

ii. Events occurring in March through September: one (1) day;

iii. Exceptions: Springing the Blues, which is two (2) days; limited to one day. The only exceptions to the one-day limit are Springing the Blues

~~and the Sea & Sky Spectacular Air Show, which is are three (3) days. Other exceptions are festivals that are scheduled for October, November, December, January, and February, which may not exceed 20 hours two (2) consecutive days.~~

- d. ~~-Any activity or athletic event such as a beach run that may be associated with a festival will be considered separately from the festival and will be permitted independently. In years that the City of Jacksonville Beach hosts the Sea & Sky Spectacular, one additional festival may be held in the same month.~~
- e. ~~Special events other than festivals may be held between during the hours of from 6:00 A.M. and until 10:00 P.M., and s Sound levels at all events must comply nform to with the City's noise ordinance. The length of a special event is limited to two consecutive days.~~
- f. ~~The length of a special event, which is a non-not a festival, is limited to two (2) consecutive days.~~
- g. ~~Festivals may be held during the hours from 12:00 P.M. (noon) until 10:00 P.M., and sound levels must conform to the City's noise ordinance.~~
- g. No public events will be considered that have paid admission. Admission fees Paid. Fees for preferred or priority seating is are is allowed only in the Seawalk SeaWalk Pavilion as long as at least one-half of the Seawalk SeaWalk Pavilion event area is open and free to the general public without charge. (See Appendix I.)
- h. The reservation date for a special event will be accepted but is not considered to be confirmed until after a completed Special Event Application has been received and a reservation has been confirmed, in writing, a Special Event Permit has been issued approved by the City. A confirmed reservation is not to be construed as an approval of a request for a special event permit.
- i. The City reserves the right to further limit the number of events during each calendar year based on the physical limitations of the facilities, the general wear and tear of special events on City facilities and landscaping, and on the availability of City personnel to provide services.

2. Pre-Application Submission and Review

- a. The requesting organization-organizer/producer must email-provide a detailed description, including the requested dates, of the proposed event to the Parks & Recreation Department for review.
- b. Upon receipt of the proposed event description email, a representative from the Parks & Recreation Department will review the request, make an initial evaluation based on the information provided, and, if necessary required, will contact the requestor for additional information.

- c. If the venue is available, ~~then~~ the requestor will be instructed to submit an application to the Parks ~~& and~~ Recreation Department. Upon receipt of the application, and payment of any required deposit, the ~~festival or~~ special event will be tentatively added to the special events calendar.
- d. A completed ~~application for a~~ Special Event Application Permit must be received no later than ~~60~~ninety (90) calendar days before the date of the event and no earlier than three hundred and sixty-five (365) calendar days before the date of the event.
- e. ~~Because of the time and personnel requirements placed on the City to support such events, no application for a Special Event Permit can be processed unless this 60-day lead time is provided.~~
- f. ~~Returning event organizer/producer must contact the Parks & Recreation Department with requested dates for their special event or festival and for an application.~~

3. Special Events Committee Meeting

- a. A Special Events Committee meeting is required at least sixty (60) calendar days before the event date for all festivals. ~~Attendees will and~~ includes City staff and representatives from the requesting organization. ~~Depending on the size and scope of a first-time special event, a Special Events Committee meeting may be required.~~
- b. For first-time special events, and any special event the Committee deems necessary, a Special Events Committee meeting may be required depending on the size and scope of the proposed event.
- ~~cb.~~ The purpose of the Special Events Committee meeting will be to review the details of the ~~festival or~~ special event, address concerns of City departments, and determine the specific requirements necessary to secure a permit. Deposits, Fees or and charges for City services will be identified as well as any additional permits and licenses that may be required for tents, alcohol, outside vendors, signs, banners, electrical services, and miscellaneous construction.
- ~~de.~~ ~~The Any~~ organizer/producer listed on the special event permit, including the Alcoholic Beverage Temporary License/Permit holder and any decision makers must attend any Special Events Committee meetings held for their particular event.

4. Issuance of a ~~Festival or~~ Special Event Permit

- a. ~~a.~~ To secure a Special Event Permit, the event organizer/producer must meet all stipulations and any requirements ~~determined~~specified in the Special Events Committee meeting, if one is held, and is responsible for obtaining all required permits and licenses.

- b. The person or entity whose name is listed on the State Temporary Alcohol License/Permit, if different from ~~than~~ the person designated as organizer/producer on the Special Event Permit, must be listed as one of the event's organizers/producers.
- c. The City will issue a DRAFT permit fifty (50) calendar days prior to the date of the event.
- d. The event organizer/producer must submit ~~a security deposit and~~ the advance fees to the Special Events Coordinator not less than forty-five (45) calendar days before the date of the event.
- e. The event organizer/producer must submit a copy of all required permits, temporary licenses, and insurance certificates, if applicable, to the Special Events Coordinator not less than twenty (20) calendar days before the date of the event.
- f. If all stipulations, requirements, and timeline due dates are met by the organizer/producer, and if all required permits, temporary licenses, insurance certificates, if applicable, security deposit and advance fees are received from the organizer/producer, the Parks & ~~and~~ Recreation Director or designee will issue the Special Event Permit not less than ten (10) calendar days prior to the event date.
- ~~b. — The event organizer/producer must submit a copy of all required permits, temporary licenses, insurance certificates, and payment of advance fees to the Special Events Chairman not less than 30 working days before the date of the event. Should the event producer/organizer fail to submit all required permits, temporary licenses, insurance certificates, and payment of advance fees not later than 30 days before the date of the event, the security deposit refund will be forfeited. The event organizer/producer must submit a security deposit and the advance fees to the Special Events Chairperson not less than forty five (45) calendar days before the date of the event.~~
- ~~e. — All organizer/producer(s) and decision makers must attend any Special Events Committee meetings held for their particular event. The event organizer/producer must submit a copy of all required permits, temporary licenses, and insurance certificates, if applicable, to the Special Events Chairperson not less than twenty (20) calendar days before the date of the event.~~
- ~~d. — If all stipulations, requirements, and timeline due dates are met by the organizer/producer, and if all required permits, temporary licenses, insurance certificates, if applicable, security deposit and advance fees are received from the organizer/producer, the Parks & Recreation Director or designee will issue the Special Event Permit not less than ten (10) calendar days prior to the event date.~~

5. Non-Issuance or Revocation of a Permit

- a. ~~A~~An event permit ~~Special Event Permit~~ may not be issued ~~should~~if the event organizer/producer ~~fails~~fail to meet requirements (e.g., permits, licenses, notifications, insurance, timeline due dates, security deposit, advance fees, etc.) stipulated in the Special Events ~~Policies~~Policy and the Resolution Fees Schedule Resolution ~~Establishing Fees For Special Events and Guidelines~~ (e.g., permits, notifications, insurance, etc.).
- b. An issued ~~event permit~~Special Event Permit may be revoked by the City Manager, or ~~his/her~~ designated representative if conditions during the event's set-up or during the event result in safety hazards, ~~or~~ citations, ~~or from~~ ~~continued failure by~~if the organizer/producer or their vendors or providers ~~fail~~ to correct conditions identified by City representatives. ~~Use of profanity is not permitted.~~
- e. ~~City representatives include Parks and Recreation, Public Works, Fire, Police, Ocean Rescue and City Special Events Chairman and have the authority to require the organizer/producer to make adjustments as required during the festival or special event to meet circumstances or to address issues which affect the site, safety of the crowd, safety and sanitation conditions, or crowd control.~~

6. **Cancellation of an Event**

~~Reasons for cancellation of a festival or special event by the City of Jacksonville Beach include:~~Any special event may be cancelled~~canceled~~ by the City for reasons including, but not limited to, any of the following:

- a. Continued failure to correct conditions identified by City representatives which affect the site, public safety, public health or sanitation; or~~or~~
 - b. Weather conditions that would endanger participants during the event; or;
 - (1) The organizer/producer ~~and~~or designated City representatives will determine ~~cancellation of whether~~ an event ~~shall be cancelled~~canceled due to weather conditions. The decision of City representatives will be final.
 - (2) Should event personnel, including paid security and police officers, be released due to weather conditions, the event is considered ~~canceled~~canceled.
 - c. City emergencies that require essential City event personnel, ~~or~~ require evacuation of the ~~festival~~special event or downtown area, or endanger the community; or
 - d. Violations of laws/ordinances or the Special Event Policies~~Policy~~; ~~and~~or
 - e. _____
- ~~Other~~ Other conditions and/or circumstances as determined by the Special Events

Committee.

NOTE: Events canceled due to weather conditions or City emergencies will receive a refund of fees and deposits paid. Events canceled for failure to correct conditions identified by City representatives or for violations of laws/ordinances or the Special Event Policy will forfeit all fees and deposits.

B. Denial of Special Event ApplicationRequest

The Special Events Committee may reject an application for ~~the following~~ reasons including, but not limited to the following:

1. The proposed event would negatively impact the ~~festival area~~ Facility Rental Area and/or landscaping and grounds;
2. The proposed event ~~planned~~ would produce unsanitary conditions or harm the environment;
3. The proposed event is of such size and scope to potentially surpass the City's ability to provide services or its ability to ensure the safety of the public or property of the community; ~~or~~
4. The proposed event ~~and/or organizer/promoter~~ organizer/producer ~~was not in compliance with~~ is in violation of or has previously violated the City's Special Event ~~Policies~~ Policy and procedures or Special Event Permit requirements; ~~in the past, or~~ fees and charges -as outlined in the Fee Schedule Resolution ~~that were generated from the event~~ were not paid within the designated timeframes. An organizer/producer of such an event ~~shall~~ may forfeit the right to produce future events; ~~-~~
5. After-action reports completed by City staff following an event previously produced by the applicant indicate that the organizer/producer acted in a manner that violated the Special Event Policy or the Special Event Permit, created unsafe conditions, failed to correct event problems identified by City representatives at any time, or created other problems of similar magnitude.

C. Appeal of Denial of Special Event Request or Cancellation of Special Event Permit

The City of Jacksonville Beach will not be responsible for any economic loss or damage resulting from non-issuance of a special event permit, revocation of a special event permit, denial of a special event request, or cancellation of a special event permit or a special event.

Except as otherwise provided herein, an appeal of the decisions of the Special Events Committee regarding a permit application shall be submitted to the City Manager for consideration. The City Manager has the authority to deny or cancel a Special Event Permit for violations of the Special Events Policy or Special Event Permit or for failure to meet the requirements specified in either. The City Manager's decision to deny a Special Event Permit Application will be final.

The cancellation of a Special Event Permit by the City Manager may be reviewed ~~If the issue under appeal cannot be satisfactorily resolved by the decision of the City Manager, the special~~

~~event organizer/producer may seek further review of the matter~~ by the City Council by making a written request to the City Manager within ten (10) calendar days of cancellation denial. ~~Upon the applicant's request, the review process will be further expedited to the maximum extent possible. This request will then be placed on the next available City Council meeting for council consideration.~~ If the request detailing the reason for appeal is received twelve (12) or more calendar days prior to the next City Council meeting, it will be placed on the next Council meeting agenda. If the request is received less than twelve (12) calendar days prior to the next City Council meeting, it will be placed on the next subsequent Council meeting agenda. The decision of the City Council ~~will~~shall be final.

III. ~~III.~~ — APPLICATION PROCEDURE FOR HOLDING A ~~FESTIVAL OR~~ SPECIAL EVENT

Organizations or individuals wishing to hold a ~~festival or~~ special event within the city limits of Jacksonville Beach must secure a Special Event Permit. The following section describes the process ~~to be followed to secure~~ for securing a Special Event Permit.

A. Initial Request

1. All requests and questions regarding special events should be directed to the Parks ~~&&~~ and Recreation Director or designee, and the following information shall be provided:
 - a. Event ~~Producer/Organizer's~~ ~~organizer's~~ ~~organizers/producer's~~ name, address, ~~and~~ telephone number, and email address;
 - b. Type of event, including detailed description ~~(detail description)~~;
 - c. Date(s) requested; ~~and~~

- d. Facilities requested, event locations, and routes; and
- e. If alcohol will be sold, distributed, and/or consumed, the name of the temporary alcoholic beverage license applicant. -

2. The ~~Director of Parks & Recreation~~ Director or designee will review the initial request, and, providing there are no scheduling conflicts, a Special Event Permit Application Form will be ~~provided~~ mailed or emailed to the event organizer/producer. The application is to be completed in full and returned to the Parks & Recreation Department. The application's function is to provide complete information on the event. Should required information not yet be ~~available~~ determined, the application should be completed to the best ability of the organizer/producer at the time the application is submitted. As additional information becomes available, it must be submitted promptly by the organizer/producer. A final determination of approval of an application will not be made until all required information has been submitted.
3. A fully completed application for a Special Event Permit must be received not later than ninety (90) calendar ~~sixty (60)~~ days before the date of the event and no earlier than three hundred and sixty-five (365) calendar days before the date of the event.

B. ~~Application and Detail Forms~~ Requirements

A person seeking issuance of a Special Event Permit shall file an application with the Parks & Recreation ~~Director or designee of Parks & Recreation~~ for review. The application ~~and detail forms~~ shall include the following information:

1. Name, date, hours, and description of event;
2. Event ~~producer/organizer~~ organizer's/producer's contact information, including the name of the temporary alcoholic beverage license applicant (if applicable);
3. Contact information for the person, ~~organizer~~ organizer/producer, producer, business, or organization that is financially responsible for the event, including the name of the temporary alcoholic beverage license applicant (if applicable);
4. ~~The organization's articles of incorporation and registration with the State of Florida Division of Corporations (Sunbiz) corporate documents and listing of board member tax exempt status (as applicable);~~
5. Most recent IRS 990 form for the non-profit entity obtaining the Temporary Alcohol Permit/License and listed as an event organizer/producer;
56. Type of event and requested location or route;
67. ~~Indicate if Whether~~ the event is a first-time or returning event;
78. ~~Indicate if Whether~~ the event is free to the public or if it will include ~~paid preferred or priority~~ paid, priority seating;

- 89. ~~Whether~~ Indicate if amplified sound will be used ~~is part of the event~~;
- 910. ~~The~~ Indicate the type and number of vendors;
- 110. ~~Whether~~ Indicate if the event includes the sale, distribution, selling and/or consumption of alcohol; a site map showing the location(s) of all distribution points for alcoholic beverages.
- 121. ~~Indicate fencing~~ Fencing requirements, if any;
- 132. ~~Whether the~~ Indicate if this event requires access to electricity, and, if so, the reason ~~why~~;
- 143. ~~Whether~~ Indicate if you plan on hanging banners will be erected within the event area (a separate permit is required for banners hung on public street light poles);
- 154. ~~Requests~~ Indicate if you are requesting for additional road closures in conjunction with the event, including plans to restrict and control manage access;
- 165. ~~Plans~~ Indicate how you plan to promote of the event;
- 176. ~~Plans~~ Outline your plan for event security and crowd control. ~~Include, including~~ the number of security guards, their locations, and responsibilities, and ~~Indicate how you plan plans~~ to restrict and control access to the event area;
- 187. ~~Plans~~ Outline your plan for traffic control. ~~Indicate if permission is being requested to close City streets for the event and your plan to secure each closure~~;
- 198. ~~Plans~~ for toilets, sanitation, trash management and Outline your plan to keeping the area clean during the your event, and including plans your plan for clean up after the conclusion of the event; and
- 2019. Pre-event and post-event checklists. ~~and~~

19. NOTE: The submittal of ~~event Detail Forms may be necessary if~~ additional information ~~is~~ may be required if necessary to determine the scope of the ~~festival or~~ special event.

IV. FEES AND CHARGES FOR SPECIAL EVENTS HELD ON CITY FACILITIES

- A. Fees and charges for special events are established and periodically adjusted by a resolution approved by the Jacksonville Beach City Council. All ~~festival and~~ special event fees are ~~intended~~ ~~designated~~ primarily to offset the cost to the City resulting from such special events; therefore, ~~except for City-produced or City-contracted events,~~ the City does not waive special event fees for facility rentals ~~or site fees,~~ permits, licenses or ~~any~~ other charges for City services, ~~unless approved by the City Council.~~ Any organizer/producer requesting to hold an event on City property or facilities must pay all required fees. City-contracted events shall not allow the sale, distribution or consumption of alcohol. Any organization, event organizer/producer requesting to hold a festival or special event on City property or facilities must pay all facilities rental/site fees.
- B. The event organizer/producer is responsible for any and all costs for City services as ~~outlined in this document or as~~ determined by ~~the City~~ each department.
- C. ~~Fees, such as Facility rental Rental Area fees, security deposit, and fees for services provided by City of Jacksonville Beach Departments, are outlined in a Resolution adopted by the City Council establishing fees for special events:~~
- D. ~~All facility rental fees, security deposits, and banner fees must be paid to the City of Jacksonville Beach thirty (30) business days in advance of the event. Any organizer/producer requesting to hold a special event on City property or facilities must pay the security deposit and all required Special Event Area rental fees prior to the issuance of the Special Event Permit. The security deposit may be utilized to pay for City staff, cleanup, maintenance, or repair if the site is not in a condition satisfactory cleaned up to the satisfaction of the City's representative within forty-eight (48) hours after the post-event inspection unless extenuating circumstances exist and are agreed upon by City staff at the post-event walk-through.~~
- DE. All fees, such as facility rental fees, security deposits, administrative fees, and banner fees must be paid for and presented to the City not less than forty-five (45) calendar days in advance of the event.
- EF. All required permits and temporary licenses, if applicable, must be paid and provided to the City not less than twenty (20) calendar days in advance of the event.
- GF. All other fees (e.g., personnel costs, damage compensation, etc.) due to the City must be paid within fifteen (15) calendar days after the event.
- G. The security deposit may also be used to pay for any other event-related fees that are unpaid by the organizer/producer fifteen (15) calendar days after the event.

V. ~~V.~~ INSURANCE REQUIREMENTS FOR SPECIAL EVENTS ~~HELD ON CITY FACILITIES~~

A. Organizer/Producer

The City requires the organizer/producer of an event using City facilities to provide the City with proof of Commercial General Liability Insurance coverage in the minimum amount of ~~one~~ two million dollars ~~(\$1,000,000) (\$2,000,000)~~. ~~If applicable, insurance certificates shall provide coverage for set-up days and tear-down days.~~

1. The policy must provide coverage for general aggregate liability losses, personal and advertising injury, fire damage, medical expenses and additional coverage for volunteer coverage, spectator liability, etc.
2. The coverage ~~shall~~should be written on a “per occurrence” basis and ~~shall~~should be inclusive of “set-up and tear-down” dates.
3. The City of Jacksonville Beach must be named as Additional Insured~~additional insured~~.
4. Proof of insurance ~~shall be in~~is to take the form of a standard Accord ~~Acord~~-Certificate of Insurance written by a licensed insurer acceptable to the City.
5. Certificates of Insurance must be submitted to the City not later than ~~30~~twenty (20) calendar days before the date of the event.

B. Liquor Liability

If alcoholic beverages are being ~~served, distributed, and/or sold,~~ distributed or consumed at a festival or special event, the event organizer/producer must also provide the City with a Liquor Liability Endorsement or a separate insurance policy in the amount of ~~\$1,000,000~~ two million dollars (\$2,000,000). A copy of the Certificate of Insurance must be provided to the Parks & Recreation Department~~office~~ naming the City as Additional Insured~~additional insured~~. Certificates of Insurance must be submitted to the City not later than ~~30~~twenty (20) calendar days before the date of the event.

C. Automobile Liability - Driving on the Beach

For all event organizers/producers, and their representatives, who wish to drive on the beach to set up or tear down for events, the following automobile liability insurance is required:

1. The event organizer/producer must provide automobile liability insurance in the amount of ~~\$1,000,000~~two million dollars (\$2,000,000) combined single limit or ~~\$1,000,000~~two million dollars (\$2,000,000) per person bodily injury liability insurance in addition to general liability insurance;
2. The City of Jacksonville Beach must be named as Additional Insured. Certificates of Insurance must be submitted to the City within ~~30 working~~twenty (20) calendar days of the event;

VI. VI. — REQUIREMENTS REGARDING SALE, DISTRIBUTION, AND/OR CONSUMPTION OF ALCOHOLIC BEVERAGES AT FESTIVALS AND SPECIAL EVENTS

A. Request at time of Special Event Application

The sale, distribution, and/or consumption of alcoholic beverages on City property as part of a festival or special event poses additional concerns and may lead to additional requirements for the organizer/producer. Should an event organizer/producer wish to sell and/or distribute alcoholic beverages at an event, the request must be submitted with the Special Event Application.

B. State Temporary License/Permit

Before issuance of a Special Event Permit, the event organizer/producer must secure a required State Temporary License/Permit for the sale of alcoholic beverages from the Department of Business and Professional Regulation and secure liquor liability insurance in the amount of two million dollars (\$2,000,000). A copy of all ~~State~~ temporary alcoholic beverage permits and alcohol insurance must be provided to the Parks ~~& and~~ Recreation Department ~~30 business~~ twenty (20) calendar days before a Special Event Permit will be issued the event. The person or entity whose name is listed on the State Temporary License/Permit, if different than the person designated as organizer/producer on the Special Event Permit, will be listed by the City as one of the event organizers/producers. The person or entity who holds the temporary alcohol permit must submit their most recent IRS 990 form with their Special Event Application.

~~If a non-profit entity is obtaining the temporary alcohol license, thirty (30) days after the event the non-profit is required to show how the net profits from the alcohol sales were distributed to their charitable causes, consistent with their 501 (c) status as required by Florida State Statute 561.422.~~

C. Conditions for Approval

Approval of the sale, distribution, and/or consumption of alcoholic beverages at a festival or special event held ~~outdoors~~ at a City facility or on City property shall be determined and shall be based upon the event ~~organization's~~ organizer's/producer's submission to and gaining approval by the Special Events Committee of the following criteria:

1. A designation of the event dates and hours for sale, distribution, and/or consumption of alcoholic beverages;
2. A site map showing the location(s) of all distribution points for alcoholic beverages.
3. A plan for crowd control, and managing ~~restricting and controlling~~ access to the special event area;
43. A plan for preventing ~~the control of~~ the sale, distribution, and/or consumption of alcoholic beverages to minors; The ~~the~~ plan and personnel necessary to implement it shall be approved by the Police Department as discussed under Section VI, Subsection

D below; ~~the~~The cost for implementation shall be ~~an~~at the expense of the special event organizer/producer;

54. A copy of permits and licenses in accordance with Florida State Statutes and the City of Jacksonville Beach for the sale, distribution, and/or consumption of alcoholic beverages are to be submitted to the ~~City of Jacksonville Beach~~Special Events Committee; ~~and~~;
65. Certification of liquor liability insurance coverage naming the City of Jacksonville Beach as Additional Insured~~additional insured~~, holding the City harmless and indemnifying the City from all claims, suits and demands; ~~and~~
7. Within thirty (30) calendar days after the completion of a festival, prior to the return of the organizer's/producer's event deposit, the holder of the festival's temporary alcohol permit is required to submit a complete copy of the Sales and Use Tax Return (form DR-15) that the permittee is required to submit to the Florida Department of Revenue within 10 business days following an event for which a Temporary Alcohol Permit has been issued.
 - a. Submit a delivery bill of lading from the alcohol provider, signed by the holder of the festival's temporary alcohol permit, indicating the type and amount of alcohol that was delivered for the festival, and
 - b. Submit a signed, final accounting and invoice from the alcohol provider indicating the amount of alcohol that was billed to the holder of the festival's temporary alcohol permit.

D. Law Enforcement Requirements for ~~Events~~ Events Selling, and/or Distributing, and/or Consuming Alcoholic Beverages

1. A minimum of ~~two~~one (21) Jacksonville Beach Police Department officers must be present during special events held on City facilities where alcoholic beverages are being sold, distributed, and/or consumed to ensure that violation of ~~State~~state and local ~~laws~~law does not occur. The presence of police officers does not relieve the event organizer/producer from the responsibility of providing a server for checking identification for the purpose of determining compliance with minimum drinking age requirements.
2. The number of officers required will be determined, ~~in part~~, by the Chief of Police or designee based on, but not limited to, the number of entrances and exits to the alcohol designated area of the event and the size and scope of the event. If the event has been held previously in the City, the number of officers required will be determined by the Chief of Police or designee based additionally on previous attendance, call history, incident reports, and after-action reports, if any area. The Chief of Police, or his designated representative, will determine the number of officers required in the festival or special event area based on the size, scope, and/or previous call history of the event.
3. ~~The Special Events Committee will determine whether additional officers are needed for crowd control or alcoholic beverage control. If the event has been held in the City~~

~~of Jacksonville Beach before, the decision will be based upon past event attendance and incident reports.~~

43. ~~Additional information regarding fees for Police Department services are described in the Fee Schedule Resolution.~~ Fees for Police Department services are set by the Police Department.

E. General Rules

The following general rules govern an event where alcoholic beverages will be sold, distributed, and/or consumed:

1. The only alcoholic beverages that may be sold, distributed, and/or consumed at a festival or special event are beer and wine;
2. The following limitations will apply to the sale, distribution and consumption of alcohol:
 - a. "All you can drink" events are not permitted. This includes "unlimited alcohol" with any kind of ticket or wristband purchase.
 - b. "Buy one, get one free" sales are not permitted (one cup sales only) and using alcohol as an inducement to purchase a ticket or wristband into a VIP or paid priority seating area is prohibited.
 - c. Cup sizes are limited to a maximum of 16 ounces (no super-sized cups).
3. The entire area where alcoholic beverages will be sold, ~~served~~ distributed, and/or consumed must be defined and fenced. The City may provide, for rent, the required fencing. Delivery and installation of said fencing is the responsibility of the organizer/producer. Alternative fencing may be considered with approval. Fencing for paid preferred or priority paid, priority seating shall not exceed four (4) feet in height and shall not obstruct the visibility of others outside the paid preferred or priority paid, area. Banners and any other materials that obstruct the visibility of others may not be placed on fencing. No tents, trailers, or other features which obstruct the visibility of others outside the paid preferred or priority paid, priority seating area may be erected. The cost for fencing rental and installation will be at the expense of the festival or special event organizer/producer. Additionally, the organizer/producer will be responsible for reimbursing the City for damaged to its fencing;
4. Jacksonville Beach Police Department officers (on-duty or off-duty) must be present in the ~~festival or~~ event area at all times when alcoholic beverages are sold, distributed, and/or consumed. The Police Department will determine if officers must man gates or will rove the event area. All entrances/exits ~~to/from the area~~ must be secured.

Depending on the size and scope of an event, and at the sole discretion of the Police Department, uniformed professional security guards may be permitted to maintain security at entrances and exits to the event in lieu of Jacksonville Beach Police Department officers. Only City-approved professional licensed security companies may be used. Payment of both professional security guards and uniformed off-duty

Jacksonville Beach Police Department officers is the responsibility of the organizer/producer;

5. All entrances/exits must be clearly marked with signs stating “No alcohol beyond this point.” and “Festival Rules” ~~Signage may be provided by the City and may be included in the facility rental~~ Facility Rental Area fee;
6. No business establishment building may be used as the perimeter for the area of alcoholic beverage sales, distribution, and/or consumption to the ~~festival or~~ event area. A business located adjacent to public property may request a permit on a one-time basis for approval to serve alcoholic beverages on said property solely for a grand opening event. Approval must be granted by City Council, and the permit will be subject to all rules governing alcoholic beverages outlined in the Special Events ~~Polieies~~ Policy;
6. ~~The consumption of alcoholic beverages is limited to the festival or event area identified in Attachment I of this document. The Boardwalk may not be included within the event area;~~
7. The areas where alcoholic beverages may be sold, distributed, and/or consumed are restricted to the Facility Rental Area (Latham Plaza, the ~~Seawalk Sea Walk~~ Sea Walk Pavilion, and the municipal parking lot located adjacent to Latham Plaza), with the exception of the ~~Sea & Sky Spectacular~~ Air Show and on the Pier during City-sponsored City-produced events.

The area where alcoholic beverages will be sold, ~~distributed, and/or consumed~~ must be protected against product spillage on the sidewalks, streets ~~and/or~~ grass. A catch basin/bucket must be placed under each beer/wine dispensing unit/tap. The event ~~producer/organizer~~ organizer/producer is responsible for protecting against spillage and for proper disposal of spillage, and the organizer/producer may be required to pressure wash areas affected by spillage; and

8. Last call for alcohol announcements must be made no later than 30 minutes prior to the end of the event. During the last-call time period, sales and distribution are limited to one drink per person. Alcohol sales/distribution are required to cease no later than 15 minutes prior to the end of the event. Last call and hours of alcohol sales/distribution will be monitored and strictly enforced by the ~~City of~~ Jacksonville Beach Police Department.

organizer/producer is responsible for ensuring their vendors and providers keep City facilities, and the surrounding areas used or affected by the crowds attending the ~~festival or~~ special event, in a clean and sanitary condition during and after an event. Failure to do so will result in forfeiture of the security deposit and responsibility for reimbursing the City for any outstanding expenses incurred in the correction of the problem.

C. Fire/Rescue Personnel

The requirement for a MERV (mobile emergency response vehicle) with two (2) fire/EMS personnel, a ~~2~~two-member bike team, or additional medical personnel at special events or festivals will be determined by the Fire Chief and/or Fire Marshal prior to the event based on, but not limited to, the type of special event, expected attendance and crowds, number of food vendors, sale, distribution, and/or consumption of alcohol, and other factors that would tax the department's ability to provide fire/rescue services. ~~the following:~~

- ~~• Type of special event or festival;~~
- ~~• Expected attendance and crowds;~~
- ~~• Number of food vendors;~~
- ~~• Sale of alcohol; and~~
- ~~• Other factors that would tax the department's ability to provide fire/rescue services.~~

It will be the responsibility of the event ~~organizer/producer~~producer/organizer to pay the ~~fire department~~Fire Department for ~~the~~ fire/rescue personnel required during the special event ~~or festival.~~

If personnel are ~~required~~scheduled for and ~~report~~respond to an event, then the minimum ~~time frame is two (2)~~number of hours each shall be paid is three (3) hours. Payment may be made the week prior to the event or within fifteen (15) calendar days after ~~immediately upon~~ completion of the event.

D. Ocean Rescue Personnel

The requirement for Ocean Rescue participation at special events ~~or festivals~~ will be determined by the Ocean Rescue Captain and the Parks & Recreation Director ~~Recreation Superintendent~~ prior to the event based on, but not limited to, the type of special event, weather/water conditions, expected attendance and crowds, and other factors that would tax the department's ability to provide ocean rescue services. ~~the following:~~

- ~~• Type of special event or festival;~~
- ~~• Expected attendance and crowds; and~~
- ~~• Other factors that would tax the department's ability to provide fire/rescue and/or ocean rescue services.~~

It will be the responsibility of the event ~~organizer/producer~~producer/organizer to pay Ocean Rescue for personnel required during the special event ~~or festival.~~ If personnel are scheduled and report to an event, then the minimum number of hours each shall be paid is three (3) hours.

Payment for personnel ~~may shall~~ be made ~~immediately upon~~ ~~within fifteen (15) calendar days~~ ~~after~~ ~~immediately upon~~ completion of the event.

E. Police Personnel

The requirement for police personnel at special events will be determined by the Chief of Police or designee. All requests by the organizer/producer for police personnel shall be made sixty (60) calendar days in advance of the event through the Special Events Committee. When three (3) or more officers are required, ~~one will be designated as~~ an additional supervisor is required and will receive supervisory rate of pay. The Chief of Police or designee may require additional police personnel for special events which include the sales, distribution, and/or consumption of alcohol as deemed necessary for public safety. Payment for personnel shall be made immediately upon completion of the event.

F. Other City ~~ity~~ Department Personnel

Should the services of other City department personnel be required to facilitate a special event, the event organizer/producer is required to pay for those services within fifteen (15) calendar days after completion of the event.

EG. ~~Clean-up~~Cleanup

The organizer/producer will provide all ~~clean-up~~ cleanup services for ~~festivals and~~ special events, including any closed roads and streets. Clean-up Cleanup includes personnel costs ~~manpower~~ during and after the event, as well as adequate dumpsters, trash cans and grease vat(s). The number of dumpsters will be determined by the Public Works Department in conjunction with the organizer/producer, based upon the scope of the event and previous experience with events held in the City of Jacksonville Beach.

Cleanup also includes the removal of all dumpsters, trash cans, trash, other equipment and pressure washing any areas where grease or other substances are present after an event. ~~The Public Works Department will make a~~ Arrangements for a ~~grease vat for~~ the proper disposal of used cooking grease and gray water will be the responsibility of the organizer/producer. ~~The grease vat and gray water~~ ~~vendor~~ provider must be City-approved. The cost of these services will be the responsibility of the event organizer/producer ~~and will be deducted from the security deposi.~~

No paint or spray paint shall be used on the Facility Rental Area, City facilities, event routes, sidewalks, roads, right-of-ways or other public property. Event organizer/producers who fail to remove such substances prior to the post-event site walkthrough will be billed for the cost of removing them. Events whose producers, staff or volunteers use chalk or spray chalk will be billed for its removal if the chalk or spray chalk is present four (4) days after the event.

The City of Jacksonville Beach has an ordinance prohibiting discharge of any liquid or solid into the ~~storm water~~ stormwater drainage system or onto the grass. This is a health and sanitation issue. If provider fails to comply, they will be issued a violation and fined. In

addition, the provider will be prohibited from doing business within the City of Jacksonville Beach.

FH. Temporary Bathroom Facilities

Organizers/producers are required to provide adequate temporary bathroom facilities for their event including facilities for handicap access as determined by the Special Events Committee. The ~~portalet~~port-o-let provider must dispose of all trash removed from the inside of toilets. This includes items/trash found when vacuuming the waste from the toilet itself. Any debris/material, etc., must be bagged and removed from the premises by the provider. No such material may be disposed of in City trash receptacles or placed on the sidewalks, grass, landscaping, ~~or~~ hardscape, or any other part of the Facility Rental Area. Units may NOT be washed down on site, but must be returned to the provider's facility for cleaning to clean.

The City of Jacksonville Beach has an ordinance prohibiting discharge of any liquid or solid into the ~~storm water~~stormwater drainage system or onto the grass. This is a health and sanitation issue. If provider fails to comply, they will be issued a violation and fined. In addition, the provider will be prohibited from doing business within the City of Jacksonville Beach.

GI. Banners, Promotional, and Informational Materials

Event and sponsor banners may be hung within the event site; however, banners and any other materials may not be placed on fencing if it obstructs the visibility of others. Nothing shall be attached to the landscape or hardscape.-

If an event organizer/producer is wanting to hang promotional banners on street light poles, an Application to Hang Banners on Street Light Poles must be received thirty (30) days prior to the requested banner installation date. Application and per banner fees apply and are outlined in the Fees and Charges for Special Event held on City Facilities.

HJ. Road Closures

An event organizer/producer requesting road closures must submit a City of Jacksonville Beach Application for Road Closures to the Special Event Coordinator thirty (30) days in advance of the requested road closure.

An event ~~producer/organizer~~organizer/producer requesting road road-closings~~closures~~ is required to provide fifteen (15) calendar days~~two weeks~~ advance notice to all affected businesses and residents of the dates and times of the planned ~~road~~closures. A copy of the notice must be provided to the Parks ~~&~~and Recreation Department.

If road closures are approved, the ~~City may~~organizer/producer must provide barricades ~~within the standard festival area and standard road closure areas~~for the standard road closure area within the Facility Rental Area; however, the organizer/producer is responsible for the pick-up and placement of barricades, and for returning the barricades to their original locations at the end of the event. Each intersection affected must be manned at all times during the road closure. The organizer/producer is responsible for securing and providing manpower. Should professional security personnel be required, the organizer/producer shall hire security personnel

approved by the City. The cost of professional security personnel and/or police officers for traffic control caused by the closure is the responsibility of the organizer/producer.

The City may provide barricades, cones, etc., for street closures, if available. ~~outside of the standard festival area standard road closure area within the Facility Rental Area.~~ The ~~standard festival area~~ standard road closure area is between the ~~Seawalk~~SeaWalk Pavilion and Latham Plaza - ~~is defined as the Sea Walk Pavilion, Latham Plaza, the municipal parking lot adjacent to Latham Plaza, and First Street, 1st Street North at 1st Avenue North and 1st Street North northeast corner of Latham Parking lot and north of the Hotel's north parking lot entrance/exit. North, between the northern fenced perimeter of the Seawalk~~SeaWalk ~~Sea Walk Pavilion and Latham Plaza and the southern fenced perimeter of Latham Plaza.~~ (See Appendix I.)

KI. Paid Municipal Parking Lot

The rental of municipal parking lots for use as paid parking during ~~festivals or~~ special events is ~~NOT allowed~~prohibited. During the months when City-authorized paid parking is in effect at the Latham Plaza parking lot, the organizer/producer will be required to lease parking spaces from the paid parking vendor for dumpster placement.

At all times during the rental of the Latham Plaza municipal lot, the electric charging stations must be kept ~~free~~accessible and available for automobile charging.

LJ. Overnight Parking

No overnight parking is permitted on City ~~parks or~~ facilities per City ordinance except with specific approval by the City Manager. Authorized overnight security is permitted.

KM. Additional Licenses

Events which offer musical entertainment are required to provide the City, if requested, with a copy of their Broadcast Music, ~~Incorporated~~Inc. (BMI), Society of European Stage Authors and Composers (SESAC), and/or American Society of Composers, Authors and Publishers (ASCAP) Performance Agreement performance agreements, or provide the BMI, SESAC, and/or ASCAP account number ~~Account Number~~ and the effective date of the license. This license agreement covers copyright clearance for music performed. ~~All~~The organizer/producer(s) of such events must complete and sign at the form, "Stage Equipment document," attesting to ~~their~~ having met this requirement.

LN. Public Announcements

Public announcements must be made throughout an event to remind event attendees to access the beach only via authorized beach crossovers, to keep off the sand dunes, and not to pick sea oats per Florida state law.

O. Public Works Application

The organizer/producer must complete a Public Works application for the use of barricades, trash cans, signage, etc. for use outside of the standard festival/event area.

PO. Surf Contests and Beach/Ocean Activities

Surf contests and any ocean activities are not authorized within 300 feet of the Pier.

PQ. Requested Documents for City Signature

A copy of any documents the organizer/producer is requesting that the City sign must be provided to the ~~Parks and~~Parks & Recreation Department thirty (30) calendar days before the event.

QR. Driving in the Event Area

~~V~~Vehicles shall ~~may~~ not be driven on the grass within the festival area, medians, or sidewalks. Vehicles may only be driven on the two major paver sidewalks running east/west from the boardwalk through Latham Plaza and the pavers in front of the stage which run east and west from 1st Street North to the boardwalk.

~~The use of profanity is prohibited.~~

VIII. ~~VIII.~~—GENERAL REQUIREMENTS FOR ~~FESTIVAL AND~~ SPECIAL EVENT VENDORS

The City reserves the right to set guidelines and restrictions for vendors, etc. ~~All goods to be sold on City facilities must be approved by the City.~~ All applicable City, county ~~or~~ and state laws/codes/Codes will be strictly enforced. The placement of vendors is limited to ~~designated areas~~ designated in the Special Event Permit for crafts, food, beverages, and amusements. ~~Use of profanity is not permitted.~~

Any vendor selling or serving food or beverages must adhere to the requirements of the Parks and Parks & Recreation Department, ~~City's~~ Public Works Department, Fire Department, and the State of Florida's Division of Hotels and Restaurants Department of Business and Professional Regulation. NO vendor will be allowed to open for business until they have been inspected and approved by all three entities. (See Appendixes III and IV.) ~~Copies of the City's Fire Department and State of Florida requirements are included at the end of this Section.~~

No staking of tents, trailers, or other items is allowed in the ~~festival area~~ Facility Rental Area, streets, or parking lots. Nothing may be attached to the landscape or hardscape. Vehicles may only be driven on pavers or concreted areas during set up and tear down of a special event. No vehicle may be driven or parked on any grassy areas at any time.

A. Food and Beverage Vendors

1. Only authorized licensed food vendors shall be permitted to operate on City property or facilities during ~~festivals, special events, or City-sponsored events.~~
2. The event organizer/producer must contact the Division of Hotels and Restaurants not less than ten (10) calendar~~seven (7)~~ days before said event with the following information:
 - a. Dates and times of event;
 - b. Type of food service proposed;
 - c. A list of all food service vendor owners and operators participating in each event;
 - d. The current license numbers of all public food service establishments ~~(/restaurants)~~ participating in each event; and
 - e. Schedule time of inspection;
 - ~~f.~~ f.—The Division of Hotels and Restaurants may inspect all food vendors' operations at each event for compliance with minimum sanitation standards. If the operator does not meet the standard, their operation will be shut down until corrections are made; and
 - ~~g.~~ g.—All food vendors are required to obtain a license from the Division of Hotels & Restaurants in order to participate in a ~~festival or~~ special event. If a food vendor does not have a state license, ~~t~~The Division of Hotels and Restaurants will issue a Temporary Event Vendor License. Licensing requirements and the State of Florida Guide to Temporary Food Service Events are available on their website at

<http://www.myfloridalicense.com>. (See Appendix IV.)

3. The event organizer/producer is responsible for ensuring that food vendors containerize all cooking materials and byproducts, especially grease, and that any and all such cooking materials, byproducts, and grease are removed from the City's premises and disposed of properly, or placed in the event's grease vat provided by the organizer/producer.
4. Vendors who cook with grease-type products are required, as a part of site preparation, to place corrugated boxing paper, or a similar type of protection, as flooring for their booth, ~~or a similar type protection~~, and on top of the roofing felt to absorb grease and to prevent grease or liquids from falling onto the asphalt, concrete, sidewalks, ~~or pavers~~, or any other party of City property.
5. Food vendors are required to use a grease trap when cooking with grease. The vendor, ~~(or organizer/producer as default)~~, is responsible for the proper removal and disposal of all grease into the event's grease vat or from the festival event area. No grease or oil may be poured onto the pavement, ~~or grass or~~ into storm water stormwater drains within the City of Jacksonville Beach. The event organizer/producer will be accountable for any costs associated with clean up of storm drains, sidewalks, streets, ~~and pavers~~, and any other City property.
- ~~6. Failure to follow this policy could result in forfeiture of the security deposit, additional fees for pressure washing, and forfeiture of participation in events on City property.~~
76. Precautions must be made to prevent food, debris, seafood shells, etc. from entering into the City's ~~storm water~~ stormwater system. ~~This includes the~~ The placement of traps, screens, etc., may be required.
78. No glass cups or glasses may be used for beverage products. Should beer or wine products only come in glass bottles, the beverage must be served in a plastic or paper cup for distribution to the public. A catch container must be placed under all beverage dispensing units ~~(taps)~~ taps.
89. Cleaning/pPressure washing of ~~food~~ vendor and eating areas will be a requirement for ~~festivals and~~ special events where food and/or beverages ~~is~~ are served at ~~the primary focus of~~ the event. All costs associated with pressure washing will be the responsibility of the event organizer/producer.
9. Failure to follow this policy may result in forfeiture of the security deposit, payment of additional fees for pressure washing and ~~clean-up~~ cleanup, and ~~forfeiture of the opportunity to participate in future events on City property.~~

B. ~~Pressure Washing~~ Cleaning

At all ~~festivals and~~ special events, should specific vendors have booths which result in odors, ~~or grease~~ or other substances present after the event, the event organizer/producer will be responsible for ~~pressure washing~~ cleaning/pressure washing the event site area including roadways.

C. Amusements

1. Mechanical or carnival-type rides for children are permitted at the ~~Seawalk~~SeaWalk-Sea Walk Pavilion and Latham Plaza. No mechanical or carnival-type rides may be erected in City parking lots or on roads or sidewalks without the approval of the City Manager. A list of proposed children's rides, along with anchoring methods, must be itemized on the Special Event Permit application and presented to and approved by the Special Events Committee. A copy of the State inspection certificate must be provided to the City before rides can be operated. ~~The rides are only allowed in Latham Plaza and Sea Walk.~~
2. Inflatable-type amusements are permitted provided appropriate anchoring is in place.
3. Animal rides and animal exhibitions are not permitted.

~~SEE ATTACHMENT IV—Jacksonville Beach Minimum Fire Safety Requirements for Food Trucks and Trailers~~

IX. ~~IX.~~—CONDITIONS AND REQUIREMENTS FOR ~~FESTIVALS AND SPECIAL EVENTS TO BE HELD ON THE BEACH~~

Events such as walks, races, volleyball tournaments, and surf contests that take place on the beach are also subject to the conditions and restrictions outlined ~~in Attachment III~~ by the Florida Department of Environmental Protection (FDEP) Requirements for Special Events Located Seaward of the Coastal Construction Control Line. The City's current FDEP Blanket Field Permit will cover normal FDEP Field Permit requirements and is authorized to permit events that meet its requirements. Should the Special Events Chairperson ~~Chairman~~ determine that additional permitting is required, the applicant will be required to contact the FDEP for additional approval. (See Appendix II.)

Rental fees and security deposits are required for events held on the beach.

If there is an unauthorized and unpermitted Special Event on the beach in the City of Jacksonville Beach, the City Manager or designee shall have the authority to cancel and suspend said Special Event.

APPENDIX ATTACHMENT I – FACILITY RENTAL AREA

FESTIVAL SITE—FACILITY RENTAL AREAS AND AREAS WHERE ALCOHOL MAY BE SOLD, DISTRIBUTED, AND/OR CONSUMED

The following ~~map defines~~ ~~maps define the festival site:~~ 1) Facility Rental and Road Closure Areas; and 2) Areas approved for the sale, distribution, and/or consumption of alcoholic beverages. ~~Consumption of alcoholic beverages can occur within the entire festival area~~ Facility Rental Area when required fencing is in place.

A. Facility Rental Area A

- a. The SeaWalk lawn area extends from the east side of 1st Street to the west side of the SeaWalk [boardwalk], and from the outer edge of the stage to the south side of the lawn.
- b. No more than 50 percent of the SeaWalk lawn area shall be designated for paid, priority seating. If fenced, the fencing will be erected along the north side of the most northern of the two 10-foot paved walkways in the middle of the SeaWalk lawn. Nothing shall be erected around the paid, priority seating area that would obstruct the view of any spectators at the festival. If anything is found to obstruct the view of spectators outside the paid, priority seating area, the producer will be required to remove it.
- c. At least one-half of Area A must remain open and free to the general public.
- d. Alcohol may be sold, distributed, and/or consumed in this area when the required fencing is in place.

B. Facility Rental Area B

- a. The Latham Plaza area extends from the west side of 1st Street to the east side of 2nd Street, and from the north side of the sidewalk on 1st Avenue North to the south side of the paver walkway located next to the north side of the Latham Plaza Parking Lot.
- b. Alcohol may be sold, distributed and/or consumed in this area when the required fencing is in place.

C. Facility Rental Area C

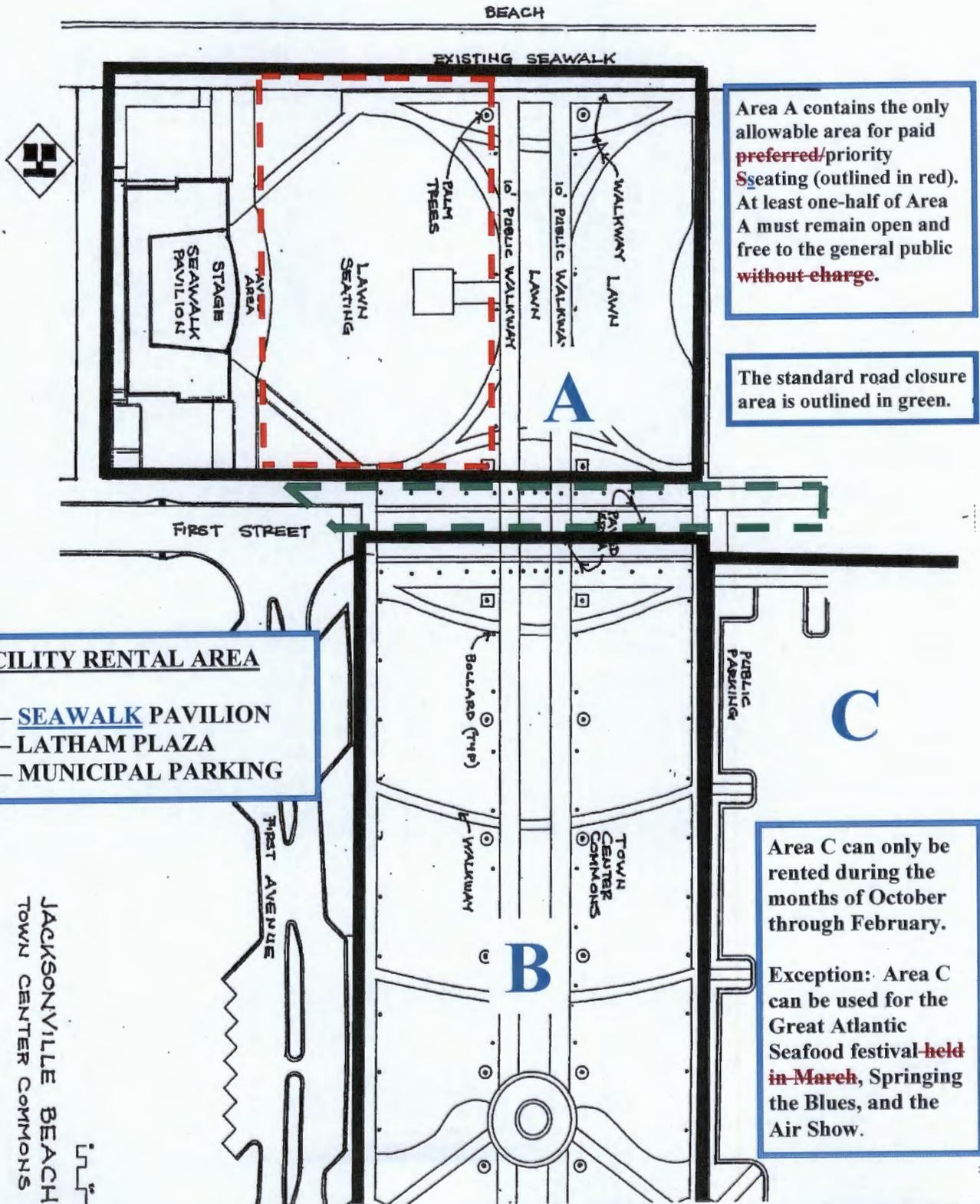
~~A.~~

- a. Area C can only be rented during the months of October through February.
- b. Exception: Area C can be used for the Great Atlantic Seafood Festival, Springing the Blues, and the Air Show.

D. Road Closure Area

- a. The standard road closure area is between the SeaWalk Pavilion and Latham Plaza - 1st Street North at 1st Avenue North, and 1st Street North northeast corner of Latham Parking lot and north of the Hotel's north parking lot entrance/exit.
- b. Additional road closures will be determined by the Police Department.

APPENDIX I – FACILITY RENTAL AREA



Area A contains the only allowable area for paid preferred/priority seating (outlined in red). At least one-half of Area A must remain open and free to the general public without charge.

The standard road closure area is outlined in green.

- FACILITY RENTAL AREA**
- A — SEAWALK PAVILION
 - B — LATHAM PLAZA
 - C — MUNICIPAL PARKING

Area C can only be rented during the months of October through February.
 Exception: Area C can be used for the Great Atlantic Seafood festival held in March, Springing the Blues, and the Air Show.

JACKSONVILLE BEACH
 TOWN CENTER COMMONS

APPENDIX II – FLORIDA DEP REQUIREMENTS ATTACHMENT II

~~PORTIONS OF CODE OF ORDINANCES THAT APPLY TO SPECIAL EVENTS~~

~~A. Alcoholic Beverages Chapter 4 Drinking in public; prima facie evidence~~

~~(a) Drinking in public places. It shall be unlawful for any person to consume or drink any beer, wine, liquor, or other alcoholic beverage on any public street, sidewalks, boardwalk, or other public place not duly licensed to permit consumption of beverages on the premises.~~

~~(b) Drinking of alcoholic beverages on premises of alcoholic beverage establishment.~~

~~(1) Consumption. It shall be unlawful for any person to consume or drink any beer, wine, liquor, or other alcoholic beverage on the premises of any establishment, except on a patio or porch where tables and chairs are provided and approved and licensed for outdoor consumption, or within the building which is the address of the establishment.~~

~~(2) Construction. This section shall not be construed to authorize the consumption of any alcoholic beverages on any premises where such consumption would otherwise be prohibited by the provisions of an alcoholic beverage license or by a zoning regulation of the City or by the laws of the state.~~

~~(c) Prima facie evidence. Possession of an open container containing an alcoholic beverage by any person in the areas prohibited by this section shall be prima facie evidence of a violation of this section.~~

~~B. Noise Chapter 18~~

~~Special Event Noise Requirements~~

~~Special events that will have amplified music or sound are required to follow the conditions outlined in the City's Noise Ordinance Chapter 18 NOISE. The event must be staged between the hours of 9 A.M. and 10:00 P.M. The permitted limited noise level may not exceed seventy (70) dB (A) for more than three (3) cumulative minutes of any continuous sixty-minute period, when measured in accordance with Section 18-3(e). The City of Jacksonville Police Department or Codes Enforcement Department will make that determination.~~

~~C. Sign Standards Chapter 34~~

~~Special Event Sign Requirements~~

~~Temporary special event banners may be erected and maintained for a period not to exceed twenty-one (21) days prior to the date of the campaign, drive, activity, or event is scheduled to occur and shall be removed within three (3) days of the termination of the event.~~

~~Snipe Sign means a sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located.~~

~~D. Advertising, Chapter 3, Article II Distribution of Handbills~~

~~Handbills shall mean any printed or written matter, any sample or device, dodger, circular, leaflet,~~

~~pamphlet, paper booklet or any other printed or otherwise reproduced original or copies of any matter of literature.~~

~~Section 3-21. Placing on vehicles.~~

~~No person shall throw or deposit any handbill in or upon any vehicle.~~

~~Section 3-22. Restricted in public places.~~

~~It shall be unlawful for any person to hand out or distribute or sell any handbill in any public place; except that a handbill may be personally delivered to any person willing to accept the same.~~

ATTACHMENT III

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS FOR SPECIAL EVENTS LOCATED SEAWARD OF THE COASTAL CONSTRUCTION CONTROL LINE

The following restrictions will be used to determine approval of activities on the beach. Should further approval be needed after review of the completed Special Event Application by the City, the applicant will be required to contact the appropriate State Departments. Otherwise, the City's Blanket Field Permit when attached to the Special Event Permit will serve to apply to meet the requirements outlined by the [Florida Department of Environmental Protection \(FDEP\)](#).

A. Coastal Construction Control Line (CCCL)

The ~~FDEP-Florida Department of Environmental Protection (FDEP)~~ has regulatory authority over activities associated with special events such as sporting events, festivals, organized parties, concerts, and filming events that are located seaward of the ~~CCCL Coastal Construction Control Line (CCCL)~~. At the Jacksonville Beach ~~Seawalk Sea Walk Sea Walk~~ Pavilion, the CCCL is located approximately 50 feet east of ~~1st First~~ Street, North. Maps of the CCCL are located at the City of Jacksonville Beach [Planning & Development Building](#) Department or the ~~FDEP, 8800 Baymeadows Way West, Suite 100, Florida Department of Environmental Protection, 7825 Baymeadows Way, Suite B200~~, Jacksonville, FL 32256.

B. FDEP Beaches and Shores Field Permit

If a special event or any activity associated with a special event is located seaward of the bulkhead in Jacksonville Beach, you must contact the FDEP at 904-256-1700 for information regarding Beaches and Shores Field Permits for special events. The following activities are examples of special event activities that may require a FDEP Beaches and Shores Field Permit:

Activities located on the Beach or Dunes

- Temporary structures
- Excavation (post and volleyball nets included)
- Removal or disturbance of beach material
- Alteration of existing elevations
- Impacts to native dune vegetation

Activities located Seaward of the ~~CCCL Coastal Construction Control Line~~

- Any additional nighttime lighting between May 1 and October 31

C. Marine Turtle Nesting Season

May 1 through October 31 is the marine turtle-nesting season. There are special prohibitions and restrictions during this time for most activities located seaward of the ~~CCCL-coastal construction control line~~ and seaward of the dune crest. Some of the activities under protected species restrictions include the use of lighting, ball catching nets, heavy equipment, and any apparatus that penetrates into the beach or dune. You must contact the Bureau of Protected Species Management to verify that these requirements have been met if the proposed activity will occur during the marine turtle-nesting season.

D. [FDEP Contact](#)

FDEP SPECIAL CONDITIONS FOR EVENTS HELD ON THE BEACH

If the area along the beach impacted by an event is considered suitable nesting habitat, the following conditions must be followed. If these conditions are not accomplished, the proposed activity cannot take place.

1. To minimize potential adverse impacts to marine turtles, daily early morning surveys are required to begin on May 1 or sixty five (65) calendar days in advance of the ~~tournament event~~ whichever date is later. Daily surveys will continue to be conducted until all tear-down activities have finished.
2. All nest surveys, nest screening, and marking activities shall be conducted by persons listed on a valid permit issued by the Department of Environmental Protection, Division of Marine Resources, pursuant to Rule 16R-1, Florida Administrative Code. The permittee ~~d~~ shall contact the appropriate marine turtle permit holder for each event area. The current marine turtle permit holder for this area is Jennifer Burns ~~Mort Hansen~~ who may be contacted at (904) 613-6081.
3. Nests that are deposited within the event site shall be left in situ unless other factors (inundation) threaten the success of the nest. If any nests are determined to have been deposited within the project area, such nests will be marked and the actual location of the clutch determined. A circle with a radius of ten (10) feet, centered at the clutch, shall be marked by stake and survey tape or string. No event activities shall enter this circle and no adjacent event activity shall be allowed which might directly or indirectly disturb the area within the staked circle. If the nest cannot be avoided by this distance due to the scope of the project, all activity near the nest must be postponed until the nest has completed incubation and all hatchlings have emerged.
4. No activity associated with the event shall take place on the beach prior to the early morning survey or after 9:00 P.M. No temporary lighting of the event area is authorized at any time during the marine turtle-nesting season, May 1 through October 31.
5. No operation of heavy equipment, cars, trucks, etc., is authorized seaward of the dune crest, existing seawalls, or bulkheads during the marine turtle season.
6. No construction of tents or any placement of stakes, poles, or other penetrating apparatus may be placed on the beach until each individual site location is approved by the duly appointed marine turtle permit holder. All temporary structures shall be constructed at the locations depicted in the approved plan. No additional temporary structures are authorized.
7. All ball catching nets shall be removed daily by 9:00 P.M. and not replaced prior to the completion of the marine turtle nesting survey each morning, or the nets shall be erected to allow for a minimum of three (3) feet of clearance between the beach surface and the bottom of the net.
8. Prior to implementing the required monitoring plan, the applicant or contracted marine turtle permit holder shall contact FDEP at 904-655-1765 or 904-256-1700 ~~the Bureau of Beaches and Coastal Systems at (850) 488-7708~~ to confirm that the requirements of the monitoring plan have been accomplished.

APPENDIX III – FIRE SAFETY REQUIREMENTS

**JACKSONVILLE BEACH MINIMUM FIRE SAFETY REQUIREMENTS
FOR FOOD TRUCKS, TRAILERS, AND TENTS***



Vendor Name: _____ Date: _____

* This sample form will be updated periodically and subject to change to reflect the current laws in the State of Florida

JACKSONVILLE BEACH FIRE DEPARTMENT

The fire department Fire Department will not allow cooking prior to receiving a passing inspection from the Fire Marshal or his designee. Any questions concerning these requirements may be directed to the Fire Marshal at 247-6239. For after hours and weekends, call the Shift Captain at 247-6240.

- 1. Vehicle/trailer is to be equipped with a commercial exhaust system
- 2. Vehicle/trailer is to be equipped with a fire suppression system when cooking produces grease laden vapors
- 3. Fire Suppression System is to be inspected and tagged every 6 months by licensed fire suppression contractor
- 4. Provide (1) 2A10BC fire extinguisher (red extinguisher)
- 5. If frying or cooking operation produces grease laden vapors, one 40BC fire extinguisher for each piece of frying equipment or one K-class extinguisher is required. (silver extinguisher)
- 6. Fire extinguishers to be mounted in a fixed location and inspected and tagged by a licensed fire extinguisher company (within last 12 months)
- 7. All compressed gas cylinders to be chained or strapped in position
- 8. Filling of LP gas cylinders on site will not be permitted
- 9. There will be no access to the cooking equipment and fuel sources by the general public

APPENDIX IV – TEMPORARY FOOD SERVICE EVENTS

**FLORIDA DIVISION OF HOTELS & RESTAURANTS GUIDE TO
TEMPORARY FOOD SERVICE EVENTS**

This guide contains the same information as DBPR Form HR 5030-034, Guide to Temporary Food Service Events, a PDF document available in English and Spanish at the following website: (http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html)

A temporary food service event is an event of thirty (30) calendar days or less in duration where food is prepared, served, or sold to the general public and is advertised and recognized in the community. A temporary food service establishment or vendor is a participant at a temporary food service event.

We developed this guideline for temporary events from Chapters 61C-1 and 61C-4, Florida Administrative Code, and Chapter 509, Florida Statutes.

A. Licensing

A public food service establishment or other food vendor must obtain a license from the division for each temporary food service event in which it participates (unless exempted). Annual temporary event licenses are also available which allow participation in an unlimited number of temporary events. The division will inspect temporary events and if minimum sanitation standards are not met, the food service operation will be discontinued until corrections are completed and verified by the division.

Sponsors of a temporary food service event must notify the division of the following items no less than three (3) business days prior to the scheduled event.

- 1) Type of food service proposed,
- 2) Time and location of the event,
- 3) Complete list of food service vendor owners and operators participating, and
- 4) Current license number of each public food service establishment participating.

Notification: Event sponsors may complete notification requirements by telephone at 850.487.1395, in person at the appropriate district office, via email at hdr.info@myfloridalicense.com or in writing. A public food

service establishment or food service vendor may not use this notification process to circumvent the license requirement.

The division keeps record of all notifications received for proposed temporary food service events and provides appropriate educational materials to the event sponsor.

Group License: The division may issue a group license to a vendor with multiple units serving a single non-potentially hazardous food (e.g., churros). All grouped units must serve the same food. Foods requiring additional preparation or handling are not eligible for group licensing. All qualifying units must be inspected in a single location.

B. Licensing Exemptions

Public food service establishments holding current licenses from the division may operate at temporary events with no additional license fee.

Temporary events such as carnivals, fairs, or other celebrations operated on church or school property or any eating place operated by a nonprofit civic, fraternal or religious organization are exempt from licensing and inspection by the Division of Hotels and Restaurants.

C. Fees

Temporary public food service establishments and vendors are required to pay the following license fees at the time of licensing:

- 1-3 day event – \$91
- 4-30 day event – \$105
- Annual – \$456

The division does not accept cash payments for fees at temporary events. The division accepts cashier's checks, money orders or other certified payments. Fees are current at the time of Special Event ~~Policies~~ Policy adoption and are subject to change. Please check the Florida Division of Hotels & Restaurant website for current fees.

D. Fire Safety

Fire Safety Code requires a portable fire extinguisher. Check with the local fire authority for specific requirements pertaining to the size, type or tagging of required fire extinguishers or other fire related requirements.

E. Personnel

Employees may not touch ready-to-eat (RTE) food with their bare hands unless there is a written Alternative Operating Procedure (AOP) available that has been approved by the division. Without an approved AOP, employees must use suitable utensils such as deli tissue, spatulas, tongs, single-use gloves, or dispensing equipment when handling RTE food.

Food service workers transmit most foodborne disease causing germs to foods. That is why it is so important for employees to maintain high standards of personal cleanliness. All personnel must wash hands prior to beginning work, when returning to work after any break in food preparation activities, when putting on or

changing gloves, or any time their hands become soiled.

Smoking is prohibited in ~~warewashing~~ware washing, food preparation and food storage areas.

Personnel must wear clean outer garments, effective hair restraints and no jewelry on their hands or arms (except plain wedding bands). If worn, artificial and painted fingernails must be covered by intact gloves. All personnel must be free of open sores and skin infections, respiratory infections, upset stomach, diarrhea or other communicable diseases.

F. Facilities

The specific requirements for the temporary event physical facility where food is prepared or handled are based on the length of the event, the type of food that is prepared or served, and the extent of food preparation conducted at the temporary facility. Minimum requirements may include:

- 1) Food service operators must provide overhead protection if food is prepared or portioned or ~~warewashing~~ware washing is done onsite;
- 2) Flooring may be concrete, machine-laid asphalt or dirt/gravel if it is covered with mats, removable platforms, duckboards, or other suitable approved materials that effectively control dust and mud and are graded to drain;
- 3) Walls and ceilings must be constructed of a material that protects the interior from the weather, windblown dust and debris, or other forms of cross contamination;
- 4) When potentially hazardous food is prepared at events of four to thirty (4-30) ~~4-30~~ days in length, the physical structure where the food preparation occurs must be protected against flying insects and other vermin by:
 - a) 16 mesh to 1 inch screens,
 - b) Properly designed and installed air curtains, or
 - c) Other effective means.
- 5) A three-compartment sink is required within the temporary food service for washing, rinsing and sanitizing utensils and equipment. If this activity is conducted at an approved, remotely located commissary or food service establishment, an adequate supply of spare preparation and serving utensils must be maintained on the premises in case the original utensils become soiled; and
- 6) A handwashing facility is required. This facility may be a clean, portable container equipped with an on/off valve. Soap and single-service paper towels must be available for handwashing and hand drying.

G. Water

All food service operations that prepare or portion food on the premises must provide an adequate supply of potable water for purposes of cleaning and employee handwashing. Municipal connections, holding tanks or portable containers are accepted means to provide an adequate supply.

Steam used in contact with food or food-contact surfaces must be free from contamination.

H. Solid and Liquid Waste

Operators must remove all garbage and rubbish from the premises often enough to prevent nuisance conditions and dispose solid waste properly in tight-fitting, covered containers.

Operators must dispose liquid waste in a public or other approved sewerage system.

I. Required Items

- Sanitizer (properly diluted, unscented bleach may be used)
- Probe thermometer
- Chemical test strips (for measuring sanitizer concentration)
- Three-compartment sink to wash, rinse and sanitize equipment and utensils or access to such facilities at an approved commissary or food service establishment
- Hair restraints
- Adequate supply of back-up utensils
- Adequate supply of potable water
- Soap and single-service towels
- Adequate equipment and facilities to maintain food at the proper temperatures
- Adequate protection from flying insects, vermin, dust, dirt and weather
- Adequate protection for displayed, prepared, and stored food
- If required by local fire authority, properly tagged and sized portable fire extinguisher

To Prevent Foodborne Illness

- Obtain foods from an approved source. Home prepared food is not allowed.
- Wash hands thoroughly before handling food, single-service items and clean equipment and utensils.
- Maintain hot foods at temperatures of 135° Fahrenheit or above.
- Maintain cold foods at temperatures of 41° Fahrenheit or below.
- Cook pork to a minimum temperature of 145° Fahrenheit for at least fifteen (15) seconds.
- Cook beef to a minimum temperature of 155° Fahrenheit for at least fifteen (15) seconds.
- Cook chicken and other poultry to a minimum temperature of 165° Fahrenheit for at least fifteen (15) seconds.
- Reheat cooked foods to a minimum temperature of 165° Fahrenheit within two (2) hours for hot holding.
- Check food temperatures frequently with a probe type thermometer.
- Heat foods quickly and cool foods rapidly.
- Keep raw and cooked foods separated.
- Thaw foods properly: completely submerged under cold running water not longer than four (4) hours, as part of the cooking process, or under refrigeration.
- Use single-service articles whenever possible.
- Keep foods covered and protected from dust, dirt, insects, vermin and human cross contamination.
- Protect all food, including displayed food, from customer contamination (touching, coughing, sneezing, etc.).
- Minimize handling of foods before, during and after preparation.
- Do not store food directly in contact with ice used for beverages.

- Do not use swollen, leaking or damaged canned goods.
- Store all food products and equipment at least six inches off the ground.

APPENDIX V – SPECIAL EVENT SITE INSPECTION AND CLEANUP AGREEMENT –

Pre-Event Inspection

CLEAN-UPIt is the responsibility of the event organizer/producer to ensure vendors and providers keep City facilities and the surrounding areas used or affected by the crowds attending the special event in a clean and sanitary condition during and after an event. The cost of **clean-up** cleanup services and repair of facility damage within the event site including the road closure area as specified in the Special Event Permit is the responsibility of the event organizer/producer. Non-compliance may result in the event being shut down, forfeiture of the security deposit, additional fees charged, and/or forfeiture of participation in future events on City property.

Jacksonville Beach Parks & Recreation Department personnel and the organizer/producer will conduct a site inspection prior to an event. Any areas of concern or damage will be noted with both parties signing the inspection sheet. At an agreed upon time, a closing site inspection will be conducted by Parks & ~~and~~ Recreation Department personnel and the organizer/producer to identify any issues, concerns or damages, and to ensure the site is left in satisfactory condition.

Event Name: _____

Event Date: _____

Inspection Date: _____

PRE-EVENT INSPECTION

- Site Inspection Conducted by Parks & Recreation Department Personnel and the Organizer/Producer
- No Visible Signs of Damage to the Grass, Trees, or Grounds
- ~~Seawalk~~SeaWalk Pavilion Clear of all Equipment, Swept, and Trash Cans Emptied
- Document Areas of Concern or Existing Damage
- Irrigation and Electrical Systems are Operational
- Equipment at the ~~Seawalk~~SeaWalk Pavilion is Orderly

Document Existing Areas of Concern or Damage:

AGREEMENT – SIGNATURE BEFORE THE EVENT

I have read and understand the Special Event Site Inspection and Event ~~Clean-up~~Cleanup Agreement required for hosting an event in the City of Jacksonville Beach. I agree ~~to the best of my ability to~~ follow the Special Events ~~Polieies~~Policy, to ensure any providers or vendors used also understand and follow these standards, and agree to leave the facilities in the condition required.

Signature of Event Organizer/Producer Date

Signature of Parks & Recreation Department Personnel Date

APPENDIX V – SPECIAL EVENT SITE INSPECTION AND CLEANUP AGREEMENT –

Post-Event Inspection

- Site Inspection Conducted by Parks & Recreation Department Personnel and the Organizer/Producer
- No Visible Signs of Damage to the Grass, Trees, or Grounds
- SeawalkSeaWalk Pavilion Clear of all Equipment, Swept, and Trash Cans Emptied
- Document Areas of Concern or Existing Damage
- Irrigation and Electrical Systems are Operational with No Damage Resulting from Event
- Equipment at the SeawalkSeaWalk Pavilion is Replaced and Orderly
- Document Areas of Concern or Damage Along with Remediation Plans
- All Vendors and Trash are Removed from the Site
- Areas Where Food was Prepared and Served Have Been Pressure Washed
- Portable Toilets Removed from Site Without Incident

SeawalkSeaWalk Pavilion Equipment Inventory

| | |
|---|--|
| <u>Trash Cans</u> | <u>Signs- ‘Festival Rules’</u> |
| <u>Orange Hollow Barricades</u> | <u>Signs- Handicapped Parking</u> |
| <u>6’ Orange/White Collapsible Barricades</u> | <u>Signs - ‘Road Closed’</u> |
| <u>Traffic Cones</u> | <u>Tripods for ‘Road Closed’ Signs</u> |
| <u>Signs – ‘No Alcohol Beyond This Point’</u> | <u>Signs ‘No Parking’</u> |

Additional Charges

| | |
|----------------------------------|----------------------------|
| <u>Boxes of Trash Can Liners</u> | <u>Liner Fee Totals</u> |
| <u>Dumpster Size(s)</u> | <u>Dumpster Fee Totals</u> |

Approval is granted for you to provide your own **clean-up** cleanup services. It is your responsibility to ensure vendors and providers keep City facilities, and the surrounding areas used or affected by the crowds attending the special event, -in a clean and sanitary condition during and after an event. The cost of **clean-up** cleanup services is the responsibility of the event organizer/producer.

The area where food has been cooked, and any other areas deemed necessary by Parks **&and** Recreation Department personnel, must be cleaned/pressure washed after the event. A **clean-up** cleanup inspection of the site, to include all rented facilities, landscape, hardscape, storm drains, streets, pavers,

and grass, will be conducted by Parks & Recreation Department personnel within ~~72~~forty-eight (48) hours of the event.

Failure to follow this policy could result in forfeiture of the security deposit, additional fees charged for cleaning/pressure washing, and forfeiture of participation in future events on City property.

Other Additional ~~Clean-Up~~Cleanup Required:

AGREEMENT – SIGNATURE WITHIN ~~4872~~FORTY-EIGHT (48) HOURS ~~OFF~~FOLLOWING THE EVENT

The City of Jacksonville Beach and the Event Organizer/Producer both agree to the post-event inspection and any necessary remediation plans.

Signature of Event Organizer/Producer

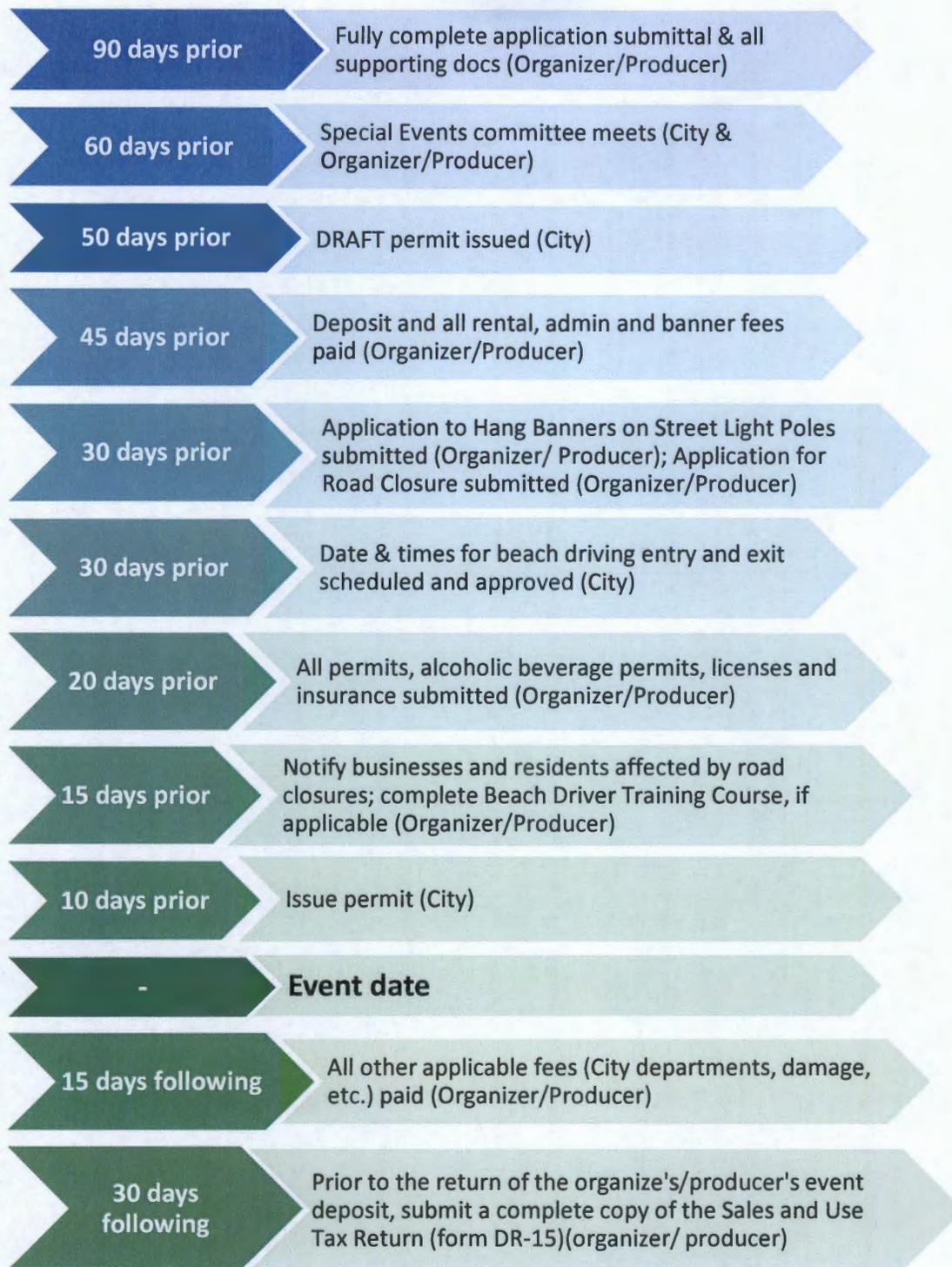
Date

Signature of Parks ~~&and~~ Recreation Department Personnel

Date

APPENDIX VI - TIMELINE OF DUE DATES

TIMELINE OF DUE DATES



City of

Jacksonville Beach

2509 South Beach

Parkway

Jacksonville Beach

FL 32250

Phone: 904.247.6236

Fax: 904.247.6143

www.jacksonvillebeach.org

TO: George Forbes, City Manager

FROM: Jason Phitides, Director of Parks and Recreation

DATE: July 24, 2017

RE: Artificial K-9 Turf installation at the large dog park

ACTION REQUESTED:

Approve the installation of Artificial K-9 Turf at the large dog park.

BACKGROUND:

Paws Dog Park opened in 2005. In late November 2013, the park was closed for renovations and re-opened in the spring of 2014. Improvements included a magnetic gate system, fencing around the pond, sidewalk pavers, a concrete bulkhead, irrigation and new sod. Even though the park has irrigation, it has been difficult to maintain any grass coverage due to high traffic confined to a relatively small area. The grass area in the large dog park has been re-sodded several times. Currently there is no grass remaining. The result is unappealing and dogs leave covered in dirt.

Staff researched a variety of substitute ground covers that are more resilient to wear and tear than natural grass. Alternatives included woodchips, decomposed granite, pea gravel and Artificial K-9 Turf.

Woodchips are the least expensive alternative but require replenishment every 4 to 6 weeks. They also need constant maintenance and can harbor insects and enable fungi growth. Woodchips absorb dog urine and unless treated regularly, can leave an unpleasant odor.

Decomposed granite is weathered (or crushed) granite that can range in size from a sand particle to 3/8 inch. It is not smooth and has some sharp edges. While it might be possible to walk barefoot on natural stones like pea gravel, crushed or decomposed granite is much tougher on the foot. It can also generate dust. This surface must be professionally groomed with a tractor and resurfaced at least every 5 years. If decomposed granite remains wet for a period of time, puddling can occur and the area can become quite soupy. It is also prone to erosion, which is not ideal due to the slope of our dog park.

Pea gravel consists of small rounded stones ranging in size from 1/8 inch to 3/8 inch, about the size of a pea. Due to its lightweight and small size, is relatively



easy to install but it is easily displaced and will require constant maintenance. It can harbor insects and sharp objects. The small pebbles can get stuck in a dog's paws. Pea gravel will sink over time, requiring additional layers every year or two.

Artificial K-9 Turf is designed especially for use in dog parks. It is soft on paws, thoroughly permeable to urine, and needs very low maintenance. Unlike real grass, artificial K-9 Turf is completely resistant to damage, doesn't get muddy, and looks neat all year round. It is also cooler than asphalt or crushed granite and does not heat up like the rubber that was used in Astro Turf. It is safe, drainable, easy to clean and durable.

Although K-9 Turf involves a larger up-front cost, it requires far less maintenance and does not need replenishment. The lifespan of K-9 turf is about ten (10+) years and can be re-surfaced for about half the initial investment, as there would be no engineering or surface preparation costs.

Following is a cost comparison matrix:

| | *Cost per Sq. Foot | Square Feet | Total Cost |
|----------------------------|---------------------------|--------------------|-------------------|
| Woodchips | \$ 2.24 | 16,667 | \$ 37,334 |
| Decomposed Granite | \$ 3.14 | 16,667 | \$ 52,334 |
| Pea Gravel | \$ 4.34 | 16,667 | \$ 72,335 |
| Artificial K-9 Turf | \$ 9.00 | 16,667 | \$ 150,003 |

*Cost per square foot includes preparation and installation costs.

Cost to replace K-9 Turf is approximately \$4.50 per square foot. The City could budget approximately \$7,500 each year in order to fund the replacement, and funding could be provided by increasing annual membership rates by \$25. (There are currently 300 active members using the large dog park. Annual membership dues are \$50).

FieldTurf USA, Inc. can provide the product and installation using competitively bid contract pricing afforded by The Cooperative Purchasing Network (TCPN). Many government entities have used this contract to procure both product and installation. Costs includes one (1) year warranty on civil work and eight (8) years warranty on the product.

The Josh Heinz Foundation is willing to contribute half the initial project cost (see attached letter) and the City will install a plaque at the dog park recognizing their contribution.

The remaining balance of \$75,000 will be provided by the Dog Park Project Fund (\$15,000) and the General Capital Projects Fund (\$60,003).

RECOMMENDATION:

Approve the installation of Artificial K-9 Turf at the large dog park as described in the memorandum from the Director of Parks and Recreation dated July 24, 2017.

Attachment

July 17, 2017

**City of Jacksonville Beach
Attention: City Council
11 North 3rd Street
Jacksonville Beach, Florida 32250**

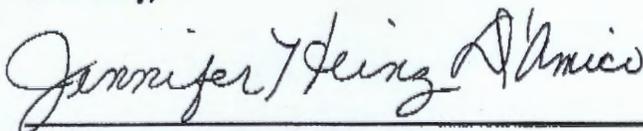
Dear City Council Members:

The Josh Heinz Foundation is pleased to confirm our commitment of a matching grant in the amount of \$75,000 to the City of Jacksonville Beach. This matching grant is designated for the purpose of installing K9 Turf at Paws Park Dog Park at Jacksonville Beach. The installation of the K9 Turf should be completed by the end of calendar year 2017.

This letter confirms the verbal pledge made by James A. Heinz, Treasurer of the Josh Heinz Foundation, to the Parks and Recreation Director, Jason Phitides.

We are excited to be a part of this major renovation of Paws Park in memory of our son, Josh.

Sincerely,



**Jennifer Heinz D'Amico
President - Josh Heinz Foundation**

**1124 Bahia Blanca Street, South
Jacksonville, Florida 32256**



LEGEND

- 2'-4" WIDE BY 1' DEEP CONCRETE CAP
- EXISTING 4' GREEN PVC COATED FENCE
- BRICK PAVER WALKWAY
- 6" FABRIFORM CONCRETE MATERIAL
- ARTIFICIAL TURF (16,667 ± Sq. Ft.)

| DATE | REVISIONS | BY |
|------|-----------|----|
| | | |
| | | |
| | | |
| | | |

CITY OF JACKSONVILLE BEACH, FLORIDA
 DEPARTMENT OF PUBLIC WORKS

ARTIFICIAL TURF
 AT PAWS DOG PARK

SCALE:
 DATE: 6/7/2017
 DRAWN BY: ASC
 CHK'D BY:
 APPR'D BY:
 FILE No. :



City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
Fax: 904.247.6276

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor Latham
Members of the City Council

FROM: Jason Phitides
Director Parks and Recreation

DATE: July 24, 2017

RE: Adopt Resolution 1986-2017, Dog Park Annual Membership Fees

ACTION REQUESTED

Adopt Resolution 1986-2017 establishing annual membership fees for the dog park located at Paws Park in Jacksonville Beach.

BACKGROUND

The dog park at Paws Park, is part of Wingate Park on South Penman Road in Jacksonville Beach. The dog park has two separate, fenced areas to isolate large dogs from small dogs. The weight limit for the small dog park is 30 pounds. Dogs weighing less than 30 pounds are only permitted in the small dog park while dogs weighing more than 30 pounds are only permitted in the large dog park.

In June 2013, the City Council approved annual membership fees in the amount of \$50 for the first dog and \$25 for each additional dog belonging to the same owner. The fees are the same for either park.

In order to improve the large dog park, staff have recommended the installation of artificial turf. Total cost including permits, engineering, sub-grade and drainage preparation etc., is approximately \$150,000. The turf lifespan is about 10 to 15 years. The cost to replace is about half the initial investment as most of the original preparation costs are not required.

In order to fund the turf replacement, staff recommend increasing the annual membership fee for the large dog park from \$50 to \$75. The increase will only apply to an owner's first dog. Fees for additional dogs and for the small dog park



will remain unchanged. The increase of \$25 will fund a Capital Improvement Account set aside for the turf replacement.

RECOMMENDATION

Adopt Resolution 1986-2017 establishing annual membership fees for the dog park located at Paws Park in Jacksonville Beach.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 1986-2017

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE SMALL AND LARGE DOG PARKS LOCATED AT PAWS PARK.

WHEREAS, the City owns and maintains Paws Park located at 468 South Penman Road, Jacksonville Beach, Florida, and

WHEREAS, Paws Park has two separate, fenced areas to isolate large dogs from small dogs, and

WHEREAS, the weight limit for the small dog park is 30 pounds, and dogs over 30 pounds must use the large dog park; and

WHEREAS, the City desires to establish rates, fees, and charges which are consistent with the orderly operation and maintenance of Paws Park;

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

SECTION 1. That there is hereby established a schedule of rates, charges, and fees for Paws Park:

| | Small Dog Park | Large Dog Park |
|---------------------------|-----------------------|-----------------------|
| Owner's First Dog: | | |
| Annual Membership Fee | \$ 50.00 | \$ 75.00 |
| Sales Tax | \$ 3.50 | \$ 5.25 |
| Total | \$ 53.50 | \$ 80.25 |

| | Small Dog Park | Large Dog Park |
|-----------------------------------|-----------------------|-----------------------|
| Owner's Successive Dog(s): | | |
| Annual Membership Fee | \$ 25.00 | \$ 25.00 |
| Sales Tax | \$ 1.75 | \$ 1.75 |
| Total | \$ 26.75 | \$ 26.75 |

SECTION 2. There is hereby established a Capital Improvement Account that will set aside funds for the replacement of the artificial turf at the large dog park. This account will be funded by allocating \$25.00 of the \$75.00 annual membership fee for the large dog park. It will not apply to membership fees for additional dogs belonging to the same owner. These funds will be placed in a Restricted Cash Account; expenditure of such funds will be included in the City's Annual Budget Appropriation

SECTION 3. The City Manager or designee may adjust the rates in the Resolution annually in an amount not to exceed the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers for the previous calendar year.

SECTION 4. This Resolution shall become effective immediately upon installation of the artificial turf at the large dog park or on December 1st 2017, whichever occurs first.

AUTHENTICATED this ___ day of _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
Fax: 904.247.6276

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor Latham
Members of the City Council

FROM: Jason Phitides
Director Parks and Recreation

DATE: July 17, 2017

RE: Adopt Resolution 1980-2017, Golf Course Fees

ACTION REQUESTED

Adopt Resolution 1980-2017 establishing rates for the Jacksonville Beach Golf Course.

BACKGROUND

The City of Jacksonville Beach operates an 18-hole golf course and driving range at the end of South Penman Road. The club house includes a restaurant which is leased to a third party operator. Staff recently reviewed the golf course rate structure, with the goal of improving its competitive position and financial condition.

A rate analysis was conducted by comparing rates to courses at: Blue Sky (Monument Road); Oakbridge (Ponte Vedra); Windsor Parke (Hodges Blvd.); and Windy Harbor (Mayport). The comparison revealed the following about our rates:

- Weekday and weekend rates before twilight are high.
- Twilight and 9-hole rates are low.
- Senior rates are low.
- Driving range rates are low.
- Cart fees are low.

The current fee structure was last modified in 2012. Based on the rate comparison and customer base analysis, the following revisions to the rates are recommended (all rates are inclusive of 7% sales tax):

1. Adjust the driving range rate by 19% from \$3.35 to \$4.00.
2. Adjust the cart fee for 18 holes by 10% from \$15.43 to \$17.00.



3. Adjust the cart fee for 9 holes by 12% from \$8.07 to \$9.00.
4. Adjust weekday greens fee before twilight by 14% from \$22.57 to \$19.50.
5. Adjust weekend greens fee before twilight by 22% from \$29.57 to \$23.00.
6. Adjust weekday twilight rates by 16% from \$12.89 to \$15.00
7. Adjust weekend twilight rates by 21% from \$16.51 to \$20.00.
8. Adjust the weekday 9-hole greens fee by 5% from \$12.89 to \$13.50.
9. Adjust the weekend 9-hole greens fee by 6% from \$16.51 to \$17.50.
10. Based on the new greens fee rate structure, provide the following rate discounts:
 - 40% to Seniors.
 - 20% to Island Members and Beaches Energy customers.
 - 10% to Golf Now customers.
 - 40% for Tournaments.
 - 20% for Associations.
11. Adjust annual membership fees for Pass Holders, Beaches Energy Services Customers and Island Members by 13%.
12. Permit the City Manager the authority to offer promotional rates based on time, season and market competition to increase daily play. The City Manager will set these rates in consultation with the golf professional. Rate adjustments will be based on discounts of the greens fee ranging from 10% to 40%.

A listing of the proposed rate changes is attached.

RECOMMENDATION

Adopt Resolution 1980-2017 establishing rates for the Jacksonville Beach Golf Course.

City of Jacksonville Beach
Golf Course Rate Resolution: July 2017

| | Volume | Rev % | CURRENT | | | PROPOSED | | | Increase/(Decrease) | | |
|--------------------|---------------|------------|----------|---------|----------|----------|---------|----------|---------------------|-----------|-----|
| | | | Rate | Tax | Total | Rate | Tax | Total | Rate | Revenue | % |
| Driving Range | 42,130 | 15% | \$ 3.13 | \$ 0.22 | \$ 3.35 | \$ 3.74 | \$ 0.26 | \$ 4.00 | \$ 0.61 | \$ 25,699 | 19% |
| Cart Fee 18 holes | 15,876 | | \$ 14.42 | \$ 1.01 | \$ 15.43 | \$ 15.89 | \$ 1.11 | \$ 17.00 | \$ 1.47 | \$ 23,338 | 10% |
| Cart Fee 9 holes | 8,719 | | \$ 7.54 | \$ 0.53 | \$ 8.07 | \$ 8.41 | \$ 0.59 | \$ 9.00 | \$ 0.87 | \$ 7,586 | 12% |
| Total Carts | 24,595 | 35% | | | | | | | \$ 30,923 | | |

OPEN PLAY

| | | | | | | | | | | | |
|---------------------------|---------------|------------|----------|---------|----------|----------|---------|----------|------------------|------------|------|
| Week DAY walk 18 | 748 | | \$ 21.09 | \$ 1.48 | \$ 22.57 | \$ 18.22 | \$ 1.28 | \$ 19.50 | \$ (2.87) | \$ (2,147) | -14% |
| Week DAY ride 18 | - | | \$ 35.51 | \$ 2.49 | \$ 38.00 | \$ 34.11 | \$ 2.39 | \$ 36.50 | \$ (1.40) | \$ - | -4% |
| Week DAY Twilight walk 18 | 5,561 | | \$ 12.05 | \$ 0.84 | \$ 12.89 | \$ 14.02 | \$ 0.98 | \$ 15.00 | \$ 1.97 | \$ 10,955 | 16% |
| Week DAY Twilight ride 18 | - | | \$ 26.47 | \$ 1.85 | \$ 28.32 | \$ 29.91 | \$ 2.09 | \$ 32.00 | \$ 3.44 | \$ - | 13% |
| Week END walk 18 | 724 | | \$ 27.64 | \$ 1.93 | \$ 29.57 | \$ 21.49 | \$ 1.50 | \$ 23.00 | \$ (6.15) | \$ (4,450) | -22% |
| Week END ride 18 | - | | \$ 42.06 | \$ 2.94 | \$ 45.00 | \$ 37.38 | \$ 2.62 | \$ 40.00 | \$ (4.68) | \$ - | -11% |
| Week END Twilight walk 18 | 1,829 | | \$ 15.43 | \$ 1.08 | \$ 16.51 | \$ 18.69 | \$ 1.31 | \$ 20.00 | \$ 3.26 | \$ 5,963 | 21% |
| Week END Twilight ride 18 | - | | \$ 29.85 | \$ 2.09 | \$ 31.94 | \$ 34.58 | \$ 2.42 | \$ 37.00 | \$ 4.73 | \$ - | 16% |
| Week DAY 9 holes walk | 485 | | \$ 12.05 | \$ 0.84 | \$ 12.89 | \$ 12.62 | \$ 0.88 | \$ 13.50 | \$ 0.57 | \$ 276 | 5% |
| Week DAY 9 holes ride | - | | \$ 19.59 | \$ 1.37 | \$ 20.96 | \$ 21.03 | \$ 1.47 | \$ 22.50 | \$ 1.44 | \$ - | 7% |
| Week END 9 holes walk | 1,029 | | \$ 15.43 | \$ 1.08 | \$ 16.51 | \$ 16.36 | \$ 1.14 | \$ 17.50 | \$ 0.93 | \$ 952 | 6% |
| Week END 9 holes ride | - | | \$ 22.97 | \$ 1.61 | \$ 24.58 | \$ 24.77 | \$ 1.73 | \$ 26.50 | \$ 1.80 | \$ - | 8% |
| Total Open | 10,376 | 18% | | | | | | | \$ 11,550 | | |

SENIORS

| | | Discount on Proposed Rate: | | | 40% | | | | | | |
|-------------------------|---------------|----------------------------|----------|---------|----------|----------|---------|----------|------------------|-----------|-----|
| Senior week day 18 walk | 8,086 | | \$ 9.65 | \$ 0.68 | \$ 10.33 | \$ 10.93 | \$ 0.77 | \$ 11.70 | \$ 1.28 | \$ 10,366 | 13% |
| Senior week day 18 ride | - | | \$ 24.07 | \$ 1.68 | \$ 25.75 | \$ 26.82 | \$ 1.88 | \$ 28.70 | \$ 2.75 | \$ - | 11% |
| Senior week day 9 walk | 4,572 | | \$ 5.80 | \$ 0.41 | \$ 6.21 | \$ 7.57 | \$ 0.53 | \$ 8.10 | \$ 1.77 | \$ 8,102 | 31% |
| Senior week day 9 ride | - | | \$ 13.34 | \$ 0.93 | \$ 14.27 | \$ 15.98 | \$ 1.12 | \$ 17.10 | \$ 2.64 | \$ - | 20% |
| Total Seniors | 12,658 | 12% | | | | | | | \$ 18,468 | | |

ISLAND MEMBERS - BES CUSTOMERS

| | | Discount on Proposed Rate: | | | 20% | | | | | | |
|---------------------------|--------------|----------------------------|----------|---------|----------|----------|---------|----------|-----------------|------------|------|
| Week DAY walk 18 | 466 | | \$ 14.46 | \$ 1.01 | \$ 15.47 | \$ 14.58 | \$ 1.02 | \$ 15.60 | \$ 0.12 | \$ 54 | 1% |
| Week DAY ride 18 | - | | \$ 28.88 | \$ 2.02 | \$ 30.90 | \$ 30.47 | \$ 2.13 | \$ 32.60 | \$ 1.59 | \$ - | 5% |
| Week DAY Twilight walk 18 | 1,148 | | \$ 8.20 | \$ 0.57 | \$ 8.77 | \$ 11.22 | \$ 0.79 | \$ 12.00 | \$ 3.02 | \$ 3,462 | 37% |
| Week DAY Twilight ride 18 | - | | \$ 22.62 | \$ 1.58 | \$ 24.20 | \$ 27.11 | \$ 1.90 | \$ 29.00 | \$ 4.49 | \$ - | 20% |
| Week END walk 18 | 2,363 | | \$ 19.76 | \$ 1.38 | \$ 21.14 | \$ 17.20 | \$ 1.20 | \$ 18.40 | \$ (2.56) | \$ (6,061) | -13% |
| Week END ride 18 | - | | \$ 34.18 | \$ 2.39 | \$ 36.57 | \$ 33.09 | \$ 2.32 | \$ 35.40 | \$ (1.09) | \$ - | -3% |
| Week END Twilight walk 18 | 202 | | \$ 10.86 | \$ 0.76 | \$ 11.62 | \$ 14.95 | \$ 1.05 | \$ 16.00 | \$ 4.09 | \$ 827 | 38% |
| Week END Twilight ride 18 | - | | \$ 25.28 | \$ 1.77 | \$ 27.05 | \$ 30.84 | \$ 2.16 | \$ 33.00 | \$ 5.56 | \$ - | 22% |
| Week DAY 9 holes walk | 353 | | \$ 8.20 | \$ 0.57 | \$ 8.77 | \$ 10.10 | \$ 0.71 | \$ 10.80 | \$ 1.90 | \$ 669 | 23% |
| Week DAY 9 holes ride | - | | \$ 15.74 | \$ 1.10 | \$ 16.84 | \$ 18.51 | \$ 1.30 | \$ 19.80 | \$ 2.77 | \$ - | 18% |
| Week END 9 holes walk | 1,197 | | \$ 10.86 | \$ 0.76 | \$ 11.62 | \$ 13.08 | \$ 0.92 | \$ 14.00 | \$ 2.22 | \$ 2,662 | 20% |
| Week END 9 holes ride | - | | \$ 18.40 | \$ 1.29 | \$ 19.69 | \$ 21.49 | \$ 1.50 | \$ 23.00 | \$ 3.09 | \$ - | 17% |
| Total Island/BES | 5,729 | 10% | | | | | | | \$ 1,614 | | |

GOLF NOW

| | | Discount on Proposed Rate: | | | 10% | | | | | | |
|-----------------------|--------------|----------------------------|----------|---------|----------|----------|---------|----------|-----------------|------------|------|
| Week DAY 18 | 211 | | \$ 18.31 | \$ 1.28 | \$ 19.59 | \$ 16.40 | \$ 1.15 | \$ 17.55 | \$ (1.91) | \$ (403) | -10% |
| Week DAY Twilight | 132 | | \$ 10.14 | \$ 0.71 | \$ 10.85 | \$ 12.62 | \$ 0.88 | \$ 13.50 | \$ 2.48 | \$ 327 | 24% |
| Week END 18 | 374 | | \$ 24.09 | \$ 1.69 | \$ 25.78 | \$ 19.34 | \$ 1.35 | \$ 20.70 | \$ (4.75) | \$ (1,775) | -20% |
| Week END Twilight | 129 | | \$ 13.02 | \$ 0.91 | \$ 13.93 | \$ 16.82 | \$ 1.18 | \$ 18.00 | \$ 3.80 | \$ 490 | 29% |
| Week DAY 9 | 113 | | \$ 10.14 | \$ 0.71 | \$ 10.85 | \$ 11.36 | \$ 0.80 | \$ 12.15 | \$ 1.22 | \$ 138 | 12% |
| Week END 9 | 140 | | \$ 13.02 | \$ 0.91 | \$ 13.93 | \$ 14.72 | \$ 1.03 | \$ 15.75 | \$ 1.70 | \$ 238 | 13% |
| Total Golf Now | 1,099 | 2% | | | | | | | \$ (985) | | |

TOURNAMENTS

| | | Discount on Proposed Rate: | | | 40% | | | | | | |
|--------------------------|------------|----------------------------|----------|---------|----------|----------|---------|----------|-----------------|---------|-----|
| GF Tmnt/Out Week DAY | 77 | | \$ 8.20 | \$ 0.57 | \$ 8.77 | \$ 10.93 | \$ 0.77 | \$ 11.70 | \$ 2.73 | \$ 210 | 33% |
| GF Tmnt/Out Week END | 394 | | \$ 10.86 | \$ 0.76 | \$ 11.62 | \$ 12.90 | \$ 0.90 | \$ 13.80 | \$ 2.04 | \$ 802 | 19% |
| GF Superbowl 020716 | 91 | | \$ 10.86 | \$ 0.76 | \$ 11.62 | \$ 10.93 | \$ 0.77 | \$ 11.70 | \$ 0.07 | \$ 7 | 1% |
| GF FL/GA 2015 | 64 | | \$ 9.57 | \$ 0.67 | \$ 10.24 | \$ 10.93 | \$ 0.77 | \$ 11.70 | \$ 1.36 | \$ 87 | 14% |
| GF Monkeys 2015 | 67 | | \$ 9.57 | \$ 0.67 | \$ 10.24 | \$ 10.93 | \$ 0.77 | \$ 11.70 | \$ 1.36 | \$ 91 | 14% |
| GF US Kids Golf 18 | 20 | | \$ 12.00 | \$ 0.84 | \$ 12.84 | \$ 10.93 | \$ 0.77 | \$ 11.70 | \$ (1.07) | \$ (21) | -9% |
| GF US Kids Golf 9 | 69 | | \$ 8.00 | \$ 0.56 | \$ 8.56 | \$ 7.57 | \$ 0.53 | \$ 8.10 | \$ (0.43) | \$ (30) | -5% |
| Total Tournaments | 782 | 2% | | | | | | | \$ 1,147 | | |

City of Jacksonville Beach
Golf Course Rate Resolution: July 2017

| Volume | Rev % | CURRENT | | | PROPOSED | | | Increase/(Decrease) | | |
|--------------------------------|---------------|-----------|---------|----------|-----------|---------|----------|---------------------|----------|------|
| | | Rate | Tax | Total | Rate | Tax | Total | Rate | Revenue | % |
| ASSOCIATIONS | | | | | | | | | | |
| Discount on Proposed Rate: 20% | | | | | | | | | | |
| E-League 18 Week DAY | 47 | \$ 14.46 | \$ 1.01 | \$ 15.47 | \$ 14.58 | \$ 1.02 | \$ 15.60 | \$ 0.12 | \$ 5 | 1% |
| E-League 18 Week END | 16 | \$ 19.76 | \$ 1.38 | \$ 21.14 | \$ 17.20 | \$ 1.20 | \$ 18.40 | \$ (2.56) | \$ (41) | -13% |
| E-League 9 Week DAY | 121 | \$ 8.20 | \$ 0.57 | \$ 8.77 | \$ 10.10 | \$ 0.71 | \$ 10.80 | \$ 1.90 | \$ 229 | 23% |
| E-League 9 Week END | 53 | \$ 10.86 | \$ 0.76 | \$ 11.62 | \$ 13.08 | \$ 0.92 | \$ 14.00 | \$ 2.22 | \$ 118 | 20% |
| JBMGA Week DAY | 1 | \$ 8.20 | \$ 0.57 | \$ 8.77 | \$ 14.58 | \$ 1.02 | \$ 15.60 | \$ 6.38 | \$ 6 | 78% |
| JBMGA Week END | 430 | \$ 10.86 | \$ 0.76 | \$ 11.62 | \$ 14.58 | \$ 1.02 | \$ 15.60 | \$ 3.72 | \$ 1,598 | 34% |
| JBLGA GF | 381 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ 14.58 | \$ 1.02 | \$ 15.60 | \$ 12.63 | \$ 4,811 | 647% |
| Total Associations | 1,049 | | | | | | | \$ 6,726 | | |
| OTHER RATES | | | | | | | | | | |
| Pass Holders | 1,436 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ - | \$ - | 0% |
| Golf Course Employees | 1,207 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ - | \$ - | 0% |
| Volunteers | 2,009 | \$ 4.67 | \$ 0.33 | \$ 5.00 | \$ 4.67 | \$ 0.33 | \$ 5.00 | \$ - | \$ - | 0% |
| Junior 18 holes | 211 | \$ 6.27 | \$ 0.44 | \$ 6.71 | \$ 6.27 | \$ 0.44 | \$ 6.71 | \$ - | \$ - | 0% |
| Junior 9 holes | 812 | \$ 4.11 | \$ 0.29 | \$ 4.40 | \$ 4.11 | \$ 0.29 | \$ 4.40 | \$ - | \$ - | 0% |
| PGA Pro/ Promotional | 141 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ - | \$ - | 0% |
| GF SDC | 318 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ - | \$ - | 0% |
| GF Ladies Inv 040516 | 76 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ 1.95 | \$ 0.14 | \$ 2.09 | \$ - | \$ - | 0% |
| Club Rental 18 holes | 166 | \$ 20.00 | | \$ 20.00 | \$ 20.00 | | \$ 20.00 | \$ - | \$ - | 0% |
| Club Rental 9 holes | 212 | \$ 10.00 | | \$ 10.00 | \$ 10.00 | | \$ 10.00 | \$ - | \$ - | 0% |
| Cart Fee Employee | 1,039 | \$ 2.90 | \$ 0.20 | \$ 3.10 | \$ 2.90 | \$ 0.20 | \$ 3.10 | \$ - | \$ - | 0% |
| Cart Fee Volun. WkDa | 1,552 | \$ 4.67 | \$ 0.33 | \$ 5.00 | \$ 4.67 | \$ 0.33 | \$ 5.00 | \$ - | \$ - | 0% |
| Cart Fee Volun. WkE | 75 | \$ 9.35 | \$ 0.65 | \$ 10.00 | \$ 9.35 | \$ 0.65 | \$ 10.00 | \$ - | \$ - | 0% |
| Cart Fee Pull Cart | 926 | \$ 2.89 | \$ 0.20 | \$ 3.09 | \$ 2.89 | \$ 0.20 | \$ 3.09 | \$ - | \$ - | 0% |
| Handicap Revenue | 35 | \$ 30.00 | | \$ 30.00 | \$ 30.00 | | \$ 30.00 | \$ - | \$ - | 0% |
| Handicap Rev Partial | 177 | \$ 15.00 | | \$ 15.00 | \$ 15.00 | | \$ 15.00 | \$ - | \$ - | 0% |
| Total Other Rates | 10,392 | | | | | | | \$ - | | |
| MEMBERSHIP FEES | | | | | | | | | | |
| Annual Pass - Snr. Resident | 9 | \$ 307.18 | | | \$ 345.00 | | | \$ 37.82 | \$ 340 | 12% |
| Annual Pass - Snr. Non-Res. | 8 | \$ 458.70 | | | \$ 520.00 | | | \$ 61.30 | \$ 490 | 13% |
| Island BES Customer | 104 | \$ 50.00 | | | \$ 56.50 | | | \$ 6.50 | \$ 676 | 13% |
| Island Non-BES Customer | 50 | \$ 100.00 | | | \$ 113.00 | | | \$ 13.00 | \$ 650 | 13% |
| Total Memberships | 171 | | | | | | | \$ 2,157 | | |
| GRAND TOTAL | | | | | | | | \$ 97,299 | | |

Introduced By: _____

Adopted: _____

RESOLUTION NO. 1980-2017

**RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA,
ESTABLISHING NEW GOLF COURSE FEES, AND ESTABLISHING
DEFINITIONS AND GUIDELINES FOR THE GOLF OPERATION**

WHEREAS, The City of Jacksonville Beach operates the City of Jacksonville Beach Golf Club; and

WHEREAS, the City desires to amend the rates, charges and fees for the Golf Club.

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

SECTION 1. There is hereby established a schedule of rates, charges, and fees for the City of Jacksonville Beach Golf Course as shown on ~~a~~Attachment "A", hereby made part of this Resolution.

SECTION 2. The City Manager shall establish policies ~~and definitions~~ for the golf course.

~~**SECTION 3.** The City Manager may adjust rates in the Resolution in an amount not to exceed the annual percentage increase in the Consumer Price Index for All Urban Consumers for the previous calendar year.~~

~~**SECTION 4.** That Resolution No. 1825-2009 is hereby repealed in its entirety.~~

SECTION 35. DEFINITIONS:

~~a. **CITY OF JACKSONVILLE BEACH RESIDENT:** A person owning and occupying his/her home in Jacksonville Beach or a person living in the corporate limits of the City of Jacksonville Beach who has current Florida identification paper (i.e., driver's license, motor vehicle registration, non-driver identification, voter registration).~~

~~b. **NON-RESIDENT:**~~

~~e.~~a. **ANNUAL PASS:** Prepayment of Greens Fees in advance. Passes will be valid for one year from date of purchase. Certain restrictions may apply to the different categories offered. No new passes shall be issued as of 1/01/02. Current passes can be renewed ~~at~~

on their annual anniversaryies. A Resident Pass Holder is a person owning and occupying a home in Jacksonville Beach or living in the corporate limits of the City of Jacksonville Beach and who has a current Florida identification such as driver's license, motor vehicle registration or voter registration etc. A Non-Resident Pass Holder is a person living outside the corporate limits of the City of Jacksonville Beach.

BEACH/ISLAND MEMBERSHIP: Persons can purchase an annual membership that will provide a 20% discount on greens fees. See Attachment A. Membership fees may be prorated to provide a 50% discount for purchases after May 1st of the current fiscal year. include a package of fees. See section "B" clarifying new membership proposal.

b.

~~d. **PRO-RATED BEACH/ISLAND MEMBERSHIP:** Optional 50% discount on annual membership price to persons purchasing after May 1 for current fiscal year.~~

~~e.c. **BEACHES ENERGY SERVICES CUSTOMER:** Available only to persons that utilize who is an active Beaches Energy Services customer. All applicants will be verified through Utility Billing and a current Driver's License. If utilities are not listed in applicant's name, applicant's name is required to be listed as a third party with Utility billing at that address in the Utility Billing application.~~

~~f. **NON-RESIDENT:** A person living outside the corporate limits of the City of Jacksonville Beach.~~

~~g. **NON-MEMBERS:** An individual whom has not purchased a membership.~~

d. **JUNIOR:** A person ~~age~~ 17 years of age or under. Junior rates apply Monday through Friday (walking or riding); weekends and holidays after 12:00 noon, (walking or riding).

i.

e. **SENIOR-CITIZEN:** A person, age 65 or over regardless of the location of the senior's residence. Senior rates apply Monday through Friday only (walking or riding).

f. **VOLUNTEER:** A person who assists with golf course duties. There is no monetary payment for volunteering. The volunteer will perform at least one (1) shift per week, lasting a minimum of five hours in duration. Volunteer rates apply Monday through Friday (walking or riding); weekends and holidays after 12:00 noon, (riding only).

ii.

~~h. **FAMILY PASS:** Defined as his/her spouse, children, and stepchildren age 17 or under, residing in the same household.~~

- ~~i. **DOUBLE PASS:** Defined as husband/wife or father/child or mother/child. Child must be living at home and age 17 or under.~~
- ~~j. **SINGLE PASS:** Defined as one person only.~~
- ~~k. **SENIOR PASS:** Defined as a person, age 65 or over, on the day of application for the senior pass. Senior pass is restricted to weekdays only. Holidays and weekends are excluded.~~
- ~~l. **JUNIOR PASS:** Defined as a person, age 17 or under. Junior Pass is restricted to weekdays only. Holidays and weekends are excluded.~~
- ~~m. **SURCHARGE:** Designated as Capital Improvement Program, (CIP), these funds are restricted to improvements to the land, buildings and/or purchase of equipment for the Jacksonville Beach Golf Club.~~

FOOD AND BEVERAGE POLICY:

- ~~g. The bringing of food and beverages purchased at outside sources shall not be allowed by players or tournament groups. All purchases of food and beverages consumed at the golf course must be made through the golf course concessionaire. Consumption of food and beverages purchased through outside sources is not allowed.~~
- h. **GOLF ASSOCIATIONS:** Groups recognized by the City of Jacksonville Beach Golf Course. Tee times are reserved in advance for their use. However, tournaments, holidays or course maintenance may cause a deviation in their schedule. The golf professional can alter these times to work in the best interests of the golf course. The recognized associations are: Men's, Ladies, Seniors, and Juniors.
- i. **HOLIDAYS:** Weekend Rate applies to certain Holidays. Golf cart usage will be required prior to 12:00 on all holidays. The golf course is closed on Christmas Day, December 25. The following holidays are recognized for this purpose:
 - i. Memorial Day
 - ii. Independence Day
 - iii. Labor Day
 - iv. Thanksgiving Day
 - v. Friday after Thanksgiving Day
- ~~n. **TWILIGHT RATE:** Lower rate charged in afternoon as incentive to increase player count. Twilight rate will start at 1:30pm. This time may be adjusted due to daylight savings time.~~
- ~~o. **TOURNAMENT:** ~~A~~ Defined as a scheduled, organized special event that requires prior approval of the City Manager or his designated representative.~~

~~p. **HOLIDAYS:** Defined as follows and will be recognized at the Jacksonville Beach Golf Club. Weekend Rate applies to Holidays; Golf cart usage will be required prior to 12:00 on all holidays:~~

- ~~a. New Year's Day~~
- ~~b. Martin Luther King Day~~
- ~~c. President's Day Memorial Day~~
- ~~d. Memorial Day~~
- ~~e. Independence Day~~
- ~~f. Labor Day~~
- ~~g. Veteran's Day~~
- ~~h. Thanksgiving Day~~
- ~~i. Friday after Thanksgiving Day~~

~~q. **GOLF ASSOCIATIONS:** Defined as groups recognized by the City of Jacksonville Beach Golf Course. Tee times are reserved in advance for their use. However, tournaments or holidays or course maintenance may cause a deviation in their schedule. The golf professional can alter these times to work in the best interests of the golf course. The recognized associations are: Men's/Ladies/Seniors/Juniors.~~

~~r. **SPECIAL GOLF RATES:**~~

- ~~i. The City Manager has the authority to offer a promotional rate based on time and season to increase daily play. This will keep our golf course competitive with other facilities that offer specials during these periods. The City Manager per recommendation of the golf professional will set these rates.~~

~~s. **FOOD AND BEVERAGE POLICY:**~~

- ~~i. The bringing of food and beverages purchased at outside sources shall not be allowed by players or tournament group. All purchases of food and beverages must be done through the golf course concessionaire.~~

~~t. **RATE ADJUSTMENTS:**~~

- ~~u. The Rates in this Resolution will be effective on October 1, 2009.~~

SECTION 4. RATES

- a. Rates are established as shown in Attachment A.

SECTION 5. RATE ADJUSTMENTS:

- a. The City Manager has the authority to offer a promotional rate based on time, season, and market competition to increase daily play. The City Manager will set these rates in consultation with the golf professional.
- b. The City Manager or designee may adjust the rates approved in the Resolution annually, in an amount not to exceed the annual percentage increase in the

Consumer Price Index (CPI) for All Urban Consumers for the previous calendar year.

w: SECTION 6. WAIVER OF FEES:

i.a. The foregoing daily greens fees may be waived for all PGA professionals and golf course superintendents upon presentation of proper identification. Visiting professionals and/or superintendents will be permitted to bring up to three guests with the greens fees waived, however cart fees are required. The City of Jacksonville Beach Golf Professional or superintendent must be playing with the group. ~~Surcharge will be paid.~~

ii.b. The foregoing daily green fees and surcharge will be waived for students who are designated as members of the Duncan U. Fletcher Middle Junior School or Senior High School ~~high school~~ golf team during a practice or competitive match. This will be applicable during their interscholastic season on a space available basis only. This will not include any weekends or holidays.

iii.c. _____ The foregoing daily green fees may be waived or reduced by the City Manager for current City of Jacksonville Beach ~~the~~ golf professional, superintendents, and their staffs ~~and volunteers of who are employed at~~ the golf course.

SECTION 74. ~~That Resolution No. 1825-2009 is hereby repealed in its entirety.~~

SECTION 85. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this ___ day of _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

Attachment A: Golf Course Rates

ATTACHMENT A

Jacksonville Beach Golf Course Rate Resolution: July 2017

Rates Include Tax

| | RATE |
|---------------|---------|
| Driving Range | \$ 4.00 |

| | |
|-------------------|----------|
| Cart Fee 18 holes | \$ 17.00 |
| Cart Fee 9 holes | \$ 9.00 |

OPEN PLAY

| | |
|---------------------------|----------|
| Week DAY walk 18 | \$ 19.50 |
| Week DAY ride 18 | \$ 36.50 |
| Week DAY Twilight walk 18 | \$ 15.00 |
| Week DAY Twilight ride 18 | \$ 32.00 |
| Week END walk 18 | \$ 23.00 |
| Week END ride 18 | \$ 40.00 |
| Week END Twilight walk 18 | \$ 20.00 |
| Week END Twilight ride 18 | \$ 37.00 |
| Week DAY 9 holes walk | \$ 13.50 |
| Week DAY 9 holes ride | \$ 22.50 |
| Week END 9 holes walk | \$ 17.50 |
| Week END 9 holes ride | \$ 26.50 |

| Discount Percentages on Open Play Rates | | | | | |
|---|----------|----------|----------|----------|----------|
| 10% | 15% | 20% | 25% | 30% | 40% |
| \$ 17.55 | \$ 16.57 | \$ 15.60 | \$ 14.62 | \$ 13.65 | \$ 11.70 |
| \$ 34.55 | \$ 33.57 | \$ 32.60 | \$ 31.62 | \$ 30.65 | \$ 28.70 |
| \$ 13.50 | \$ 12.75 | \$ 12.00 | \$ 11.25 | \$ 10.50 | \$ 9.00 |
| \$ 30.50 | \$ 29.75 | \$ 29.00 | \$ 28.25 | \$ 27.50 | \$ 26.00 |
| \$ 20.70 | \$ 19.55 | \$ 18.40 | \$ 17.25 | \$ 16.10 | \$ 13.80 |
| \$ 37.70 | \$ 36.55 | \$ 35.40 | \$ 34.25 | \$ 33.10 | \$ 30.80 |
| \$ 18.00 | \$ 17.00 | \$ 16.00 | \$ 15.00 | \$ 14.00 | \$ 12.00 |
| \$ 35.00 | \$ 34.00 | \$ 33.00 | \$ 32.00 | \$ 31.00 | \$ 29.00 |
| \$ 12.15 | \$ 11.48 | \$ 10.80 | \$ 10.13 | \$ 9.45 | \$ 8.10 |
| \$ 21.15 | \$ 20.48 | \$ 19.80 | \$ 19.13 | \$ 18.45 | \$ 17.10 |
| \$ 15.75 | \$ 14.87 | \$ 14.00 | \$ 13.12 | \$ 12.25 | \$ 10.50 |
| \$ 24.75 | \$ 23.87 | \$ 23.00 | \$ 22.12 | \$ 21.25 | \$ 19.50 |

SENIORS (Discount = 40%)

| | |
|-------------------------|----------|
| Senior week day 18 walk | \$ 11.70 |
| Senior week day 18 ride | \$ 28.70 |
| Senior week day 9 walk | \$ 8.10 |
| Senior week day 9 ride | \$ 17.10 |

ISLAND MEMBERS (Discount = 20%)

| | |
|---------------------------|----------|
| Week DAY walk 18 | \$ 15.60 |
| Week DAY ride 18 | \$ 32.60 |
| Week DAY Twilight walk 18 | \$ 12.00 |
| Week DAY Twilight ride 18 | \$ 29.00 |
| Week END walk 18 | \$ 18.40 |
| Week END ride 18 | \$ 35.40 |
| Week END Twilight walk 18 | \$ 16.00 |
| Week END Twilight ride 18 | \$ 33.00 |
| Week DAY 9 holes walk | \$ 10.80 |
| Week DAY 9 holes ride | \$ 19.80 |
| Week END 9 holes walk | \$ 14.00 |
| Week END 9 holes ride | \$ 23.00 |

GOLF NOW (Discount = 10%)

| | |
|-------------------|----------|
| Week DAY 18 | \$ 17.55 |
| Week DAY Twilight | \$ 13.50 |
| Week END 18 | \$ 20.70 |
| Week END Twilight | \$ 18.00 |
| Week DAY 9 | \$ 12.15 |
| Week END 9 | \$ 15.75 |

ATTACHMENT A

Jacksonville Beach Golf Course Rate Resolution: July 2017

Rates Include Tax

| |
|-------------|
| RATE |
|-------------|

TOURNAMENTS (Discount = 40%)

| | |
|----------------------|----------|
| GF Tmnt/Out Week DAY | \$ 11.70 |
| GF Tmnt/Out Week END | \$ 13.80 |
| GF Superbowl 020716 | \$ 11.70 |
| GF FL/GA 2015 | \$ 10.24 |
| GF Monkeys 2015 | \$ 10.24 |
| GF US Kids Golf 18 | \$ 12.84 |
| GF US Kids Golf 9 | \$ 8.56 |

ASSOCIATIONS (Discount = 20%)

| | |
|----------------------|----------|
| E-League 18 Week DAY | \$ 15.60 |
| E-League 18 Week END | \$ 18.40 |
| E-League 9 Week DAY | \$ 10.80 |
| E-League 9 Week END | \$ 14.00 |
| JBMGA Week DAY | \$ 11.70 |
| JBMGA Week END | \$ 13.80 |
| JBLGA GF | \$ 2.09 |

OTHER RATES (Unchanged)

| | |
|-----------------------|----------|
| Pass Holders | \$ 2.09 |
| Golf Course Employees | \$ 2.09 |
| Volunteers | \$ 5.00 |
| Junior 18 holes | \$ 6.71 |
| Junior 9 holes | \$ 4.40 |
| PGA Pro/ Promotional | \$ 2.09 |
| GF SDC | \$ 2.09 |
| GF Ladies Inv 040516 | \$ 2.09 |
| Club Rental 18 holes | \$ 21.40 |
| Club Rental 9 holes | \$ 10.70 |
| Cart Fee Employee | \$ 3.10 |
| Cart Fee Volun. WkDa | \$ 5.00 |
| Cart Fee Volun. WkE | \$ 10.00 |
| Cart Fee Pull Cart | \$ 3.09 |
| Handicap Revenue | \$ 32.10 |
| Handicap Rev Partial | \$ 16.05 |

MEMBERSHIP FEES (13% increase)

| | |
|-----------------------------|-----------|
| Annual Pass - Snr. Resident | \$ 345.00 |
| Annual Pass - Snr. Non-Res. | \$ 520.00 |
| Island BES Customer | \$ 56.50 |
| Island Non-BES Customer | \$ 113.00 |

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: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director 

Re: **Ordinance No. 2017-8090, as amended**, amending the Land Development Code by adding "Firearms manufacturing and retail sales" to the list of conditional uses in the City's *Industrial: I-1* zoning districts.

Date: July 18, 2017

ACTION REQUESTED:

Adopt Ordinance No. 2017-8090, as amended, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (d) to add "Firearms manufacturing and retail sales" to the list of conditional uses in *Industrial: I-1* zoning districts. (Applicant – *Coastal Heating and Cooling*)

BACKGROUND:

The applicant contacted staff in May, 2017 to discuss the idea of adding a firearms manufacturing and associated firearms retail sales business at property he currently owns for his heating and air conditioning business, located in an *Industrial: I-1* zoning district. The applicant was informed by staff that neither the manufacturing of firearms, nor any kind of stand-alone retail were listed as permitted or conditional use in *I-1* zoning districts, so the Land Development Code would have to be amended to allow those uses. The applicant applied to add Firearms manufacturing and retail sales to the list of permitted uses in *Industrial: I-1* zoning districts.

The Florida Bureau of Alcohol, Tobacco and Firearms classifies the applicant's activity as "manufacturing" due to the number of parts required to assemble each firearm that would be sold retail. The applicant's location where he wishes to conduct the proposed firearms manufacturing and retail sales is on the west side of 9th Street South in an *I-1* zoning district, at an existing business establishment (building contractor) that the applicant owns. The applicant stated in his application



that the retail space would be less than 700 square feet and that he has no intention of making changes to the existing building, signage, or lighting. The applicant stated at the Planning Commission hearing on his application on June 12, 2017 that his current operating hours are Monday and Tuesday, 10 am to 2 pm and that he operates primarily by appointment only.

Currently, firearms manufacturing or assembly is not permitted in any zoning district in the city. "Gunsmith" is currently a permitted use in the C-1 zoning district, under miscellaneous repair shops and related services. Gunsmith activities include adjustments, repairs, customizations, and cleaning of firearms. Miscellaneous retail, which would include the sale of firearms, is currently permitted in C-1, C-2, and CBD zoning districts. There is currently not a zoning district where the applicant could conduct both firearms manufacturing/assembly and retail sales at the same location.

Other manufacturing establishments currently permitted in I-1 zoning districts include bakery products, apparel, wood cabinets, newspaper printing and publishing, commercial printing, luggage, computer and office equipment, jewelry, and sign and specialty advertising.

The Planning Commission conducted a required public hearing on this proposed amendment on Monday, June 12, 2017 and recommended that firearms manufacturing and retail sales be approved by City Council as a conditional use, versus a permitted use, in *Industrial: I-1* zoning districts.

The City Council subsequently considered the adoption of Ordinance No. 2017-8090 at a public hearing held on July 17, 2017. Following the public hearing, the City Council voted to approve Ordinance No. 2017-8090, as amended by allowing firearms manufacturing and retail sales as a conditional use in I-1 zoning districts. The attached ordinance reflects that requested amendment.

RECOMMENDATION:

Adopt Ordinance No. 2017-8090, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (d) to add "Firearms manufacturing and retail sales" to the list of conditional uses in *Industrial: I-1* zoning districts.

Introduced by: Council Member Wilson
1st Reading: July 17, 2017
2nd Reading: August 7, 2017

AS AMENDED

ORDINANCE NO. 2017-8090

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL: I-1, PARAGRAPH (D) *CONDITIONAL USES* TO ADD “FIREARMS MANUFACTURING AND RETAIL SALES” AS SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

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

SECTION 1. That Division 2, Section 34-346. Industrial: I-1, Paragraph (d) *Conditional uses* of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended by adding a new Subparagraph (12), which shall henceforth read as follows:

Sec 34-346 Industrial: I-1

(d) *Conditional uses*

(12) Firearms manufacturing and retail sales

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are, to the extent that the same may conflict, hereby repealed.

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

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk

MEMORANDUM

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

To: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director 

Re: **Ordinance No. 2017-8091**, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan to increase floor area ratio from 0.35 to 0.55 for hospitals and related buildings.

Date: July 5, 2017

www.jacksonvillebeach.org

ACTION REQUESTED:

Adopt Ordinance No. 2017-8091, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan.

BACKGROUND:

The applicant, *Baptist Medical Center - Beaches*, requested a text amendment to the 2030 Comprehensive Plan's Future Land Use Element Policy L.U.1.2.7 to increase the maximum floor area ratio (FAR) allowed for hospitals and related uses. Floor area ratio is the ratio of total building floor area permitted on a parcel to the size of that parcel. For example, if you have a 10,000 s.f. parcel with a maximum floor area ratio of 0.35, you could develop a total of 3,500 s.f. of building space, without regard to how many stories the building is. You could build a single-story 3,500 s.f. building, a two-story building with each floor having 1,750 s.f. of floor area, or a three-story building with each floor having 1,166 s.f. of floor area.

Currently, the FAR for institutional buildings not located in a Redevelopment District is limited to 0.35, per Future Land Use Element Policy LU.1.2.7. The hospital campus currently has vested development rights granted through approved PUD Ordinances 2004-7873, 2005-8907, 2011-8001, and 2017-8086. In order for the applicant to fully utilize the hospital's vested development rights in terms of overall building square footage (162,000 s.f.) and hospital beds (182), Policy LU 1.2.7 of the Future Land Use Element is requested to be amended to increase the allowable FAR for the hospital campus. The applicant has proposed to increase the allowable FAR 0.35 to 0.55.



The proposed amendment is consistent with Future Land Use Policy LU.1.2.5, which states that new institutional uses will locate where sufficient land area is available to provide adequate parking, landscaping and drainage.

The proposed amendment to Comprehensive Plan Policy LU.1.2.7 should not negatively impact the surrounding area as the hospital has existed in this location for many years, pre-dating much of the surrounding development, and also because adequate developable land still remains on campus. Adequate infrastructure does exist for the hospital's proposed future development.

Following the approval by City Council of Resolution 1973-2017, on April 3, 2017, staff transmitted the proposed amendment to the Florida Department of Economic Opportunity and other agencies for review and approval. Staff has received approvals from all reviewing agencies. None of the reviewing State agencies have any issues or concerns with the proposed Comprehensive Plan Future Land Use Element Text amendment.

RECOMMENDATION:

Adopt Ordinance No. 2017-8091, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan.

ORDINANCE NO. 2017-8091

AN ORDINANCE TO AMEND ORDINANCE NO. 2011-8012, ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY REVISING THE TEXT OF FUTURE LAND USE POLICY LU 1.2.7; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 3, 2017 the Jacksonville Beach City Council tentatively adopted an amendment to the Future Land Use Element of the 2030 Comprehensive Plan, Application PC #8-17, and transmitted same for review by the Florida Department of Economic Opportunity (DEO) and other State agencies; and

WHEREAS, Application PC#8-17 has been reviewed and the changes proposed therein are deemed to be consistent with the overall adopted 2030 Comprehensive Plan, and the City has been instructed by the DEO that it may proceed with the adoption of the proposed Future Land Use Element Text amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH AS FOLLOWS:

SECTION 1. That Future Land Use Element Policy LU 1.2.7 of Exhibit "A" to Ordinance No. 2011-8012, said exhibit being the 2030 Comprehensive Plan of the City of Jacksonville Beach, Florida, is hereby amended, and as amended shall hence forth read as follows:

Policy LU 1.2.7

Recognizing that land development for non-residential uses must occur in a manner that provides for adequate offstreet parking, landscaping, and stormwater management; the City will enforce land development regulations to limit the density and intensity of development for commercial, industrial, and public/institutional land uses shall be limited to the following maximum floor area ratios (FAR) for all principal and accessory structures:

Commercial Development:

Property fronting on Beach Boulevard and on 3rd Street (S.R. A1A) between 9th Avenue N. And 13th Avenue S.: 0.35 FAR

Within the Downtown Community Redevelopment Area:

Projects developed independent of the provisions of Chapter 163, Part III: 0.50 FAR

Projects developed in cooperation with the City 3.00 FAR

and the Community Redevelopment Agency
pursuant to Chapter 163, Part III:

| | |
|---|-----------------|
| All other commercial development: | 0.25 FAR |
| Industrial Development: | 0.50 FAR |
| Public/Institutional Development: | |
| Within the Downtown Community Redevelopment Area: | 1.50 FAR |
| <u>Hospitals (and related buildings):</u> | <u>0.55 FAR</u> |
| All other public/institutional development: | 0.35 FAR |

SECTION 2. If any provision or portion of this amendment is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions or portions of this amendment shall remain in full force and effect.

SECTION 3. This amendment shall take effect on the forty-sixth day following its adoption, in accordance with the law.

AUTHENTICATED THIS _____ DAY OF _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

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: George D. Forbes, City Manager

From: Heather Ireland, Senior Planner 

Re: **Ordinance No. 2017-8092**, amending the Land Development Code by adding "Commercial art, photography and stenographic services" to the list of permitted Business Service Establishment uses in the City's *Commercial service*: CS zoning district.

Date: July 5, 2017

ACTION REQUESTED:

Adopt Ordinance No. 2017-8092, amending Land Development Code Article VII, Division 2, Section 34-344, Paragraph (b) to add "Commercial art, photography and stenographic services" to the list of permitted Business Service Establishment uses in the City's *Commercial service*: CS zoning district.
(Applicant – Keith Moody)

BACKGROUND:

The applicant owns property on 1st Avenue South in the *Commercial service*: CS zoning district. He has historically used the property for storage, including his personal photography equipment. General warehousing and storage is a permitted use in the CS zoning district. The applicant now wishes to make the space available to other photographers to use as a photography studio. Since this use is not currently permitted in the CS zoning district, the applicant was informed by staff that a Land Development Code Text Amendment would be required.

Currently, "Commercial art and photography and stenographic services" are listed permitted uses under "Business service establishments" in the City's C-1, C-2, CBD and I-1 zoning districts. These uses would also not be out of character with the currently permitted uses under "Business service establishments" in the CS zoning district, which currently include: building services; medical and other equipment rental and leasing; and computer programming, data processing and other computer services. The addition of commercial art, photography, and



stenographic services as permitted uses in the *Commercial service: CS* zoning district should not negatively impact adjacent properties.

The Planning Commission conducted a required public hearing on this proposed amendment on Monday, June 26, 2017 and recommended its approval by City Council as a permitted Business Service Establishment Use in the *Commercial service: CS* zoning district.

RECOMMENDATION:

Adopt Ordinance No. 2017-8092, amending the Land Development Code by adding "Commercial art, photography and stenographic services" to the list of permitted Business Service Establishment uses in the City's *Commercial service: CS* zoning district.

Introduced by: Councilmember Wilson

1st Reading: July 17, 2017

2nd Reading: August 7, 2017

ORDINANCE NO. 2017-8092

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) *PERMITTED USES* TO ADD "COMMERCIAL ART, PHOTOGRAPHY AND STENOGRAPHIC SERVICES" TO SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

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

SECTION 1. That Division 2, Section 34-344. Commercial service: CS, Paragraph (b) *Permitted uses* of Article VII. Zoning Districts of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended by revising Subparagraph (12), which shall henceforth read as follows:

Sec 34-344 Commercial service: CS

(b) *Permitted uses*

- (12) Business service establishments as follows: Building services; medical and other equipment rental and leasing; and computer programming, data processing and other computer services, and commercial art, photography and stenographic services.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are, to the extent that the same may conflict, hereby repealed.

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

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk