

ZOOM VIRTUAL MEETING NOTICE**INSTRUCTIONS FOR PUBLIC VIEWING AND PARTICIPATION****CITY OF JACKSONVILLE BEACH CITY COUNCIL MEETING****SEPTEMBER 21, 2020, AT 7:00 P.M.****(NO PHYSICAL LOCATION)**

Due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, the September 21, 2020, City of Jacksonville Beach, City Council meeting will be conducted in a modified manner. The meeting will be conducted virtually, utilizing Zoom technology and webinar capabilities. The City is providing numerous additional technological options for public attendance and participation in the meeting.

Governor DeSantis' Executive Order No. 20-193, extended the Governor's authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location, and to hold meetings using communications media technology (CMT). On April 6, 2020, the City of Jacksonville Beach City Council approved at their public meeting the use of CMT and alternative start times to conduct Council meetings and briefings. The following CMT options are available to participate, view and listen to the September 21, 2020, City Council meeting:

1. **View and listen to a Livestream of the meeting online:**
 - Access the meeting by visiting the [City of Jacksonville Beach YouTube Channel: https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q](https://www.youtube.com/channel/UCBvNLjCCZtu9PWDV41cR6-Q)
 - View the Livestream via Zoom technology: <https://us02web.zoom.us/j/85767391317>
2. **Listen to the meeting via phone:**
 - Dial 1-301-715-8592
 - Webinar ID: 857 6739 1317
 - There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting, unless you have pre-registered to speak. (Instructions for pre-registration are below.)
3. **Hearing or speech impaired access:**
 - Contact the agency using the Florida Relay Service: 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).
4. **Submit questions and comments concerning a scheduled agenda item or for the Courtesy of the Floor portion of the Agenda:**
 - You may provide written comments by:
 - Emailing the City Clerk, Laurie Scott, at cityclerk@jaxbchfl.net; or
 - Via U.S. mail to City Clerk, City Hall, 11 N. 3rd Street, Jacksonville Beach, FL 32250; or
 - Place a copy of your comments in the drop box at the main entrance of City Hall.
 - Provide your full name and address, and if you are a city business owner, list the business name and address.
 - You may also submit a Public Comment Submission Form on the City of Jacksonville Beach website. Fill out the form at [this link](https://bit.ly/COJBvirtualmeeting) to have your comments read during the meeting: <https://bit.ly/COJBvirtualmeeting>. Comments on an action item and comments for Courtesy of the Floor will be read into the record. Submissions will be provided to the Council. All Submissions are a public record.

- Written comments will be read into the record at the appropriate time. All other written comments received by the deadline will be distributed to the Mayor and City Council members and the appropriate staff before the start of the meeting. Comments received through these CMT options will be read into the record by the City Clerk or City Attorney. Written comments will be limited to three (3) minutes of reading time.
- Members of the public may also opt to comment via dialing in or utilizing Zoom technology, but to do this, they **must register in advance**. To register, fill out the form at this link: <https://bit.ly/COJBvirtualmeeting>.
 - It is requested that members of the public register by noon on Monday, September 21, 2020.
 - Speakers will be limited to three (3) minutes.
 - To either dial in or use Zoom technology, speakers need to ensure they have proper working equipment. For dialing in, a telephone with audio/speaker and microphone capabilities is required. For participation utilizing Zoom technology, smart technology (smartphone/tablet/laptop/desktop) should be equipped with both microphone and speaker capabilities. It is up to each speaker to test the functionality of their equipment before the meeting starts. If the speaker's equipment is not working correctly during the meeting, the speaker will be unable to participate.
 - To check technological requirements and to test your technology, visit the Zoom web site here: <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>
 - To download Zoom applications, click here: <https://zoom.us/download>
 - For the purposes of this meeting, speakers will be clicking **“Download”** under **“Zoom Client for Meetings”** (using a PC or MAC) *or* choosing your mobile device platform under **“Zoom Mobile Apps.”**
- The email address and the online comment form will remain open during the meeting to accept comments to be read into the record up until 5 minutes before a particular agenda item is addressed by the Mayor. Public comments for Courtesy of the Floor will be accepted until 5 minutes before the Mayor opens that portion of the meeting.
- For additional information or assistance, please contact the following people prior to the meeting:
 - For public comment questions: Laurie Scott, City Clerk, cityclerk@jaxbchfl.net or (904) 247-6299.
 - For questions on connecting to or using CMT or Zoom for the meeting: Jacob Board, Communications Manager, jboard@jaxbchfl.net, or (904) 247-4036.

NOTICE

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

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



Agenda Amended

City Council

Monday, September 21, 2020

7:00 PM

Via Video Conference

MEMORANDUM TO:

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

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- 20-180** Special Council Meeting held on September 3, 2020 (Tentative Budget)
- 20-181** Council Briefing held on September 8, 2020
- 20-182** Regular Council Meeting held on September 8, 2020
- 20-183** Special Council Meeting held on September 14, 2020 (Budget Adoption)
- 20-184** Special Council Briefing held on September 14, 2020

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- 20-185** Accept/Reject the Financial Reports for the Month of August 2020
- 20-186** Approve/Disapprove the \$113,742.50 Purchase and Installation of UVC Lights in the Air Handling Units at City Facilities from Trane Technologies Utilizing GSA Federal Supply Schedule Contract #47QSWA20D002A
- 20-187** Award/Reject RFQ No. 07-1920, Space Needs Assessment, to Ebert Norman Brady Architects
- 20-188** Award/Reject RFP No. 03-1920, Standby Contracts for Disaster Debris Management, Recovery and Response Services to the Two Highest Ranked Respondents, Ceres Environmental Services, Inc. and Shawnee Mission Tree Service, Inc. DBA Arbor Masters Tree Service for a Period of Five (5) Years

RESOLUTIONS**ORDINANCES**

- 20-189** ORDINANCE NO. 2020-8145 (Second Reading) (Public Hearing)
- AN ORDINANCE TO REVISE CHAPTERS 12 AND 34 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA; TO ADAPT THE CITY'S CODE TO NEW FLORIDA STATUTE SECTION 509.102 CONCERNING MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
- 20-190** ORDINANCE NO. 2020-8149 (Second Reading) (Public Hearing)
- AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT: PUD ORDINANCE NUMBER 99-7765, ESTABLISHING A PLANNED UNIT DEVELOPMENT: PUD ZONING DISTRICT, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (*Isabella Office Center PUD*)
- 20-191** ORDINANCE NO. 2020-8150 (Second Reading) (Public Hearing)
- AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING THE EMPLOYEE BENEFITS AND LEAVE POLICY PROVIDING FOR AN ADDITIONAL PAID HOLIDAY (PRESIDENT'S DAY); PROVIDING FOR LEGISLATIVE FINDINGS, DIRECTION TO AMEND CITY POLICY, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

20-192 ORDINANCE NO. 2020-8151 (Second Reading) (Public Hearing)

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

ADJOURNMENT**NOTICE**

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

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

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

**Minutes of Special City Council Meeting
held Thursday, September 3, 2020, at 6:00 P.M.
via Video Conference
Jacksonville Beach, Florida**



STATEMENT OF THE MAYOR:

Mayor Charlie Latham made the following statement:

“Governor DeSantis’ Executive Order No. 20-193, extended the Governor’s authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location and to hold meetings using communications media technology (CMT).

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

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

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

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

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

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

CALL TO ORDER:

Mayor Charlie Latham called the meeting to order.

ROLL CALL:

Mayor: Charlie Latham

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

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

PURPOSE OF MEETING

Mayor Latham stated the purpose of the meeting was to:

- 1) Adopt a proposed Millage Rate for FY2021
- 2) Adopt a tentative Operating Budget for FY2021

**Minutes of Special City Council Meeting
held Thursday, September 3, 2020**

- 3) Resolution 2066-2020: Adoption of a Joint Resolution between the City of Jacksonville Beach and the City of Neptune Beach

City Manager Mike Staffopoulos went over the budget highlights:

- The millage rate is being held at \$3.9947
- The proposed budget is less than 0.5% higher than the current fiscal year
- The proposed General Fund Budget is within 1% of the current fiscal year
- The Utility debt is on track to be paid off in October 2020
- Electric rates have been reduced by \$25 per 1,000 kilowatt hours since March 2010
- Garbage and Stormwater rates have not been raised in the last 25 years
- Jacksonville Beach's millage rate falls below the statewide average compared to similar communities around the state

Mr. Staffopoulos stated there were some changes made as a result of the workshops that were held with the Council and action taken by the CRA (Community Redevelopment Agency).

- Additional \$60,000 funding provided for the CARE Fund for utility bill assistance
- Additional \$370,000 funding for the Downtown and Southend CRA districts for proactive repair and maintenance activities

The total budget amount is being increased by \$430,000, bringing the revised tentative budget total to \$164,824,450.

Mayor Latham read the following statement:

The first item to be discussed is the Proposed Millage Rate.

- The budget for the City of Jacksonville Beach was prepared using a millage rate of \$3.9947 mills. The rolled-back rate is \$3.7942 mills. The proposed millage rate of \$3.9947 mills is 5.28% more than the rolled-back rate.

The second item to be discussed is the Tentative Operating Budget.

- The tentative operating budget for Fiscal Year 2020-2021 is \$164,824,450.

Public Hearing

At this time, Mayor Latham opened a Public Hearing on the Proposed Millage Rate and Tentative Operating Budget.

The following spoke regarding the agenda items:

- Gary Paetau, 725 Bonaire Circle, Jacksonville Beach

Mayor Latham closed the Public Hearing.

PROPOSED MILLAGE RATE – FY 2020-2021

Motion: It was moved by Ms. Hoffman, seconded by Mr. Nichols, to adopt the Proposed Millage Rate of \$3.9947 mills.

There was no discussion by Council.

Roll call vote: Ayes – Dumont, Golding, Hoffman, Nichols, Mayor Latham
The motion carried.

TENTATIVE OPERATING BUDGET – FY 2020-2021

Motion: It was moved by Ms. Hoffman, seconded by Mr. Nichols, to adopt the Tentative Operating Budget for Fiscal Year 2020-2021 of \$164,824,450.

Council Member Golding requested more information about the fire services budget be included in the 2021-2022 budget book. She stated although it is contracted services, it was still tax dollars included in the budget. She would like to see stats like the number of fire deaths and response time year-to-date. The consensus from Council members was they would like to get all the stats maybe in an annual report, rather than in the budget. Mayor Latham suggested the topic could be discussed at a briefing.

Roll call vote: Ayes - Golding, Hoffman, Nichols, Dumont, Mayor Latham
The motion carried.

RESOLUTION NO. 2066-2020

Mr. Staffopoulos explained this item is for a joint resolution between the City of Jacksonville Beach and the City of Neptune Beach that encourages the City of Jacksonville to keep \$500,000 in their proposed Fiscal Year 2021 Budget, which would go towards the survey and design for the Penman Road corridor from Atlantic Boulevard to Beach Boulevard.

Ms. Golding stated she spoke to Jacksonville Council Member Matt Carlucci, Finance Committee Chair, who advised it did pass in the Finance Committee. Mayor Latham said he, along with Neptune Beach Mayor Elaine Brown and Atlantic Beach Mayor Ellen Glasser, met with Council Member Carlucci about CIP (Capital Improvement Plan) funds.

Motion: It was moved by Ms. Hoffman, seconded by Ms. Dumont, to adopt joint Resolution No. 2066-2020 with Neptune Beach requesting the City of Jacksonville plan and design Complete Streets Improvements to Penman Road and for the City of Jacksonville to retain in its final budget for Fiscal year 2021 the funds for construction of improvements to Penman Road.

Mayor Latham requested the City Clerk read Resolution No. 2066-2020 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITIES OF JACKSONVILLE BEACH AND NEPTUNE BEACH REQUESTING THE CITY OF JACKSONVILLE TO PLAN AND DESIGN COMPLETE STREETS IMPROVEMENTS TO PENMAN ROAD TO ADDRESS

**Minutes of Special City Council Meeting
held Thursday, September 3, 2020**

**PEDESTRIAN AND BICYCLIST SAFETY, VEHICLE TURNING MOVEMENTS AT
VEHICLE/PEDESTRIAN CONFLICT POINTS, DRAINAGE, AND AESTHETICS.”**

Roll call vote: Ayes - Hoffman, Nichols, Dumont, Golding, Mayor Latham
The motion carried.

ADJOURNMENT

There being no further business coming before the Council, Mayor Latham adjourned the meeting at 6:22 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

LS:sg

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

The following City Council Members were in attendance:

Mayor: William C. Latham

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

Also present was City Manager Mike Staffopoulos, Director of Planning and Development Bill Mann, City Attorney Chris Ambrosio, Director of Parks and Recreation Jason Phitides, and Golf Maintenance Superintendent Trevor Hughes.

Purpose of Briefing

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

City Manager

No parking on First Street North – Downtown Community Redevelopment Agency

Director of Planning and Development Bill Mann reviewed the details and map [on file] of the proposed ordinance prohibiting delivery truck parking on 1st Street North.

Conversation ensued regarding enforcement options for the City. It was suggested loading zones be defined and advertised to the delivery companies.

The consensus from Council was to continue with drafting the ordinance and bring the item to Council for formal consideration when completed.

City Attorney Review

City Attorney Chris Ambrosio stated the following process would take place regarding his annual review:

- A publicly noticed meeting would be arranged for September 14, 2020, to discuss the following documents provided to Council:
 - Annual report and year-end review
 - Financial report
 - Proposed amendment to the current employment contract
 - List of comments provided from Department Directors regarding interaction with City Attorney (provided by Director of Human Resources Ann Meuse)

Mr. Ambrosio stated his annual review would be placed on the agenda for the September 21, 2020, Council for consideration.

Parks Assessment

Director of Parks and Recreation Jason Phitides reviewed the Park Assessment [on file]. Conversation ensued about priority projects, including Gonzalez Park and the playground at Sunshine Park.

It was suggested to ensure copies of the Parks Assessment be provided to the upcoming new Council members.

The consensus of Council was to move forward with recommendations in the Parks Assessment.

Urban Trails

Golf Maintenance Superintendent Trevor Hughes presented a PowerPoint [on file] showing a brief outline of the proposed Urban Trails. It was suggested to consider the City of Jacksonville's tree program for the installation of shade trees and to research any available grants for planning or construction.

The consensus of Council was to move forward with the development of a master plan once the budget is approved.

Additional topics

The topic of the current beaches restriction on alcohol sales until midnight was discussed. Mr. Staffopoulos stated, if needed, a briefing item would be added for the September 21, 2020, meeting to discuss business impacts and organization actions.

The Briefing adjourned at 6:52 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Tuesday, September 8, 2020, at 7:00 P.M.
via Video Conference
Jacksonville Beach, Florida**



STATEMENT OF THE MAYOR:

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

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

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

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

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

OPENING CEREMONIES:

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

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:04 P.M.

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

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

ROLL CALL:

Mayor: William C. Latham

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

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, Director of Public Works Dennis Barron, Electrical Engineering Project Supervisor Matt Seeley, Senior Planner Heather Ireland, Deputy City Manager Karen Nelson, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

Motion: It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed 6-0 to approve the following minutes:

- Budget Workshop held on August 10, 2020
- Budget Workshop held on August 11, 2020
- Council Briefing held on August 17, 2020
- Regular Council Meeting held on August 17, 2020

ANNOUNCEMENTS:

Council Member Hoffman spoke about volunteers from various groups who helped paint the fence at the Beaches Museum and the upcoming virtual Beach Legend event.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Latham extended Courtesy of the Floor to visitors. Whereby, Ms. Scott read the following submitted comments into the record [copy on file]:

- Fernando Meza, 607 7th Avenue South, Jacksonville Beach – “Good Evening City Manager, Mayor and Council Members, We the people are fed up with the City of Jacksonville reaping the benefits of certain businesses having to shutdown at midnight in Jacksonville Beach. We are grateful DBPR allowed us to open our doors with our 509 license but we are now past the 2 month mark of closing at midnight while Businesses in Jacksonville remain open until 2am. The Governor knows bars were given the chance to open if we got a 509 license and he is looking to reopen bars in the future but for Jacksonville Beach, we respectfully ask to allow us to serve and stay open until 2am while we adhere to the CDC guidelines that have been implemented. Mayor, you have the authority along with the City Manager to help these businesses that have struggled since March 17th and from what a staffer from Governor Desantis office told me is that you don’t need to wait on him about reopening the bars when we are already open and adhering to the policies. Respectfully please help the businesses out and if it helps on your decision, the service industry is no longer in peak season. Thank you.”

CITY CLERK: *No items*

MAYOR AND CITY COUNCIL: *No Items*

CITY MANAGER:

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

Mr. Staffopoulos explained this item was to allow City Council representation for the Florida League of Cities for participation on legislative policy committees and for attendance at the conference in November 2020. Every year, the FLC Policy Committees shape policy for the upcoming year. Council Member Golding has been accepted to participate on the Municipal Administration Legislative Policy Committee. Mr. Staffopoulos stated Council Member Dumont had also requested to attend the meeting in November if it is held in person.

Ms. Hoffman asked if cities typically send more than one person to that specific conference. Mayor Latham responded it varied from city to city, with some having the whole council go and some only having the mayor go. Mayor Latham stated he had attended every meeting for the past eight years.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to authorize Council Member Golding to participate in the Florida League of Cities Municipal

Administration Legislative Policy Committee meetings and for Council Member Golding and Council Member Dumont to attend the Florida League of Cities Legislative Conference November 12-13, 2020, on behalf of the City.

Discussion:

Ms. Hoffman stated she would like to see the Council formally adopt all, some, or part of the Florida League of Cities legislative priorities as City priorities as well in the future. Mr. Doherty expressed a desire that the future mayor would continue to represent the City on legislative issues he sees coming up in the next few years regarding local municipalities and the state, particularly related to finances. Mr. Nichols asked if whoever is elected mayor could be added to have the option to attend as well. Mayor Latham stated it is usually standard for the mayor to attend because they would also be at the League of Mayors meetings.

Amended Motion: It was moved by Mr. Nichols and seconded by Mr. Vogelsang to amend the current motion to add language to state the current mayor, as well as the others, may attend.

Mayor Latham clarified the amended motion was to include the mayor as a participant in the meetings, along with the two that had been identified.

Roll Call Vote: Ayes – Doherty, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The amended motion passed 6-0.

Vote on the original motion (as amended):

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

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

Mr. Staffopoulos explained this item is to replace Lift Station No. 2, which is one of the City's Master stations. Director of Public Works Dennis Barron went over the project [site slide on file].

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to award Bid No. 1920-07, Lift Station No. 2 Replacement to Intercounty Engineering, Inc. for construction services, and authorize construction administration services with the project design firm, Jones Edmunds, as described in the memorandum from the Public Works City Engineer dated August 27, 2020.

Discussion:

Mr. Doherty asked about the timeframe for the project completion. Mr. Barron responded the contractor would begin collecting materials and getting things ready to start as soon as possible. Mr. Doherty inquired if there would be any interruption to the residents near that location. Mr. Barron said it shouldn't affect anybody in the area other than the actual construction of the water main and sewer force main to be replaced.

Roll Call Vote: Ayes – Hoffman, Nichols, Vogelsang, Doherty, Golding, Mayor Latham
The motion passed 6-0.

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

Mr. Staffopoulos explained the Public Works Department was looking to award the graffiti abatement RFP to multiple firms this year. Director of Public Works Dennis Barron explained the primary contractor, known as “Chemical Pete,” does good work for the City. He uses items to proactively treat to prevent stickers from sticking on signs and graffiti not to stick. Due to the costing of the secondary bidder and some of the ideas of what they would like to do, Public Works decided to award two separate contracts.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to award Proposal Number 06-1920, Graffiti Abatement – Continuous Services for 36 Months to the highest-ranked respondent, Biotraits Chemical, Inc. (primary), and Krystal Companies, doing business as Krystal Klean (alternate), and authorize the City Manager to extend the contract from one (1) year through two (2) years length each for a total contract length not to exceed five (5) years.

Discussion:

Mr. Doherty noted one of the contractors charged an hourly rate and asked if the City called the contractor or if they were out patrolling the city. Mr. Barron explained the contract allows the City to open a purchase order with the contractor to be used as areas are identified as well as proactively treat signs.

Roll Call Vote: Ayes – Nichols, Vogelsang, Doherty, Golding, Hoffman, Mayor Latham
The motion passed 6-0.

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

Mr. Staffopoulos explained this item is to upgrade the Beaches Energy Services SCADA system hardware and software. Electrical Engineering Project Supervisor Matt Seeley explained since this line item was originally budgeted, Beaches Energy had been able to save a significant amount of money. Initially, they were looking at possibly changing systems, but working with the current vendor, ACS (Advanced Control Systems), Beaches Energy Services was getting the top of the line system for the amount.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to approve a purchase order in the amount of \$158,346 with a 20% contingency for a total of \$190,015.20 to

fund the upgrade of our Advanced Control Systems Supervisory Control and Data Acquisition System hardware and software.

Discussion:

There was no Council discussion.

Roll Call Vote: Ayes – Vogelsang, Doherty, Golding, Hoffman, Nichols, Mayor Latham
The motion passed 6-0.

RESOLUTIONS:

Item #20-173 – RESOLUTION NO. 2065-2020

Mayor Latham requested the City Clerk read Resolution No. 2065-2020 by title only, whereupon Ms. Scott read the following:

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

Mr. Staffopoulos explained this resolution ratifies how meetings would be conducted when they are going to be held back in person again. Staff wanted to be sure alternative means of communication for the public as well as maintaining social distancing within the Council Chambers for public health, safety, and welfare.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Resolution No. 2065-2020 to establish and implement rules, procedures, and protocols for City Council meetings and briefings that are held during any state, county, or City of Jacksonville Beach declared emergency during the COVID-19 pandemic.

Roll Call Vote: Ayes – Doherty, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion passed 6-0.

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

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

“AN ORDINANCE TO AMEND AND REVISE CHAPTER 19 – NUISANCES OF THE CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES, TO REFLECT BEST PRACTICES, REGULATIONS, STANDARDS, AND PROCEDURES FOR CODE ENFORCEMENT OF PUBLIC NUISANCE ABATEMENT; PROVIDING FOR LEGISLATIVE

**FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY,
CODIFICATION, AND AN EFFECTIVE DATE.”**

Mayor Latham read the following:

“This ordinance is before the Council for a public hearing and consideration on its second reading.”

Public Hearing:

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

Mayor Latham closed the public hearing.

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

Mr. Ambrosio stated he was working with the Code Enforcement Division on a nuisance abatement lien reduction policy, but he did not know if it would be completed by the end of 2020.

Roll Call Vote: Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham
The motion passed 6-0.

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

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

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

Mayor Latham read the following:

“This ordinance is before the Council for a public hearing and consideration on its second reading.”

Public Hearing:

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

Mayor Latham closed the public hearing.

Mr. Ambrosio asked Council to allow time to possibly merge or work in language from Chapter 6 Beaches and Bulkhead into Chapter 20 or removing parts of Chapter 20 and putting them into Chapter 6. Mr. Ambrosio asked the item to be tabled.

Motion: It was moved by Mr. Vogelsang and seconded by Ms. Hoffman to table Ordinance No. 2020-8148.

Voice Vote: The motion passed unanimously.

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

Mayor Latham requested the City Clerk read Ordinance No. 2020-8145 by title only, whereupon Ms. Scott read the following:

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

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a quasi-legislative proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council’s decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

I will now open the public hearing on Ordinance No. 2020-8145.

Please recognize that this Ordinance predominately amends Chapter 12 – Food and Food Products, of the City Code of Ordinances. In which case, the Land Development Code is not being changed. And a quasi-legislative proceeding is not required. But the Ordinance also makes a few minor changes to Chapter 34 – Land Development Code. So this quasi-legislative proceeding is being utilized for those portions of the Ordinance limited to and regarding Chapter 34.”

Public Hearing:

Mr. Staffopoulos explained as a result of changes in Florida Statute, the City needed to amend its mobile food truck ordinances to comply with state Statute.

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

Mayor Latham closed the public hearing and read the following:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Council members disclosed they had no ex-parte communications regarding this item.

*Mayor Latham noted for the record Council Member Dumont had joined the meeting.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8145 to revise and amend the City’s Code of Ordinances Chapters 12 and 34 to conform and comply with Florida Statute Section 509.102.

Discussion: Mayor Latham read the following statement for the record:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff’s report, the recommendation of the Planning Commission and the public input at all hearings.”

Ms. Golding commented this was a situation where the state had taken away the City’s ability to do what should be done in the community. She hopes to address these types of issues in the future, beginning with the next legislative session.

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

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

Mayor Latham requested the City Clerk read Ordinance No. 2020-8149 by title only, whereupon Ms. Scott read the following:

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

Mayor Latham read the following:

“This ordinance to amend the PUD zoning regulations of a property is before this Council for a public hearing and consideration on its first/second reading. Under the laws of the State of Florida,

an application to amend the zoning regulations governing a property is handled as a ‘quasi-judicial’ proceeding. A quasi-judicial proceeding means that a governing body is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant’s burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council’s decision on a zoning amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

In addition, the Council has received a copy of the application and the staff and Planning Commission reports on this PUD zoning amendment request.”

Public Hearing:

Senior Planner Heather Ireland explained the amendment is to permit identical uses already permitted in the commercial buildings immediately to the east of the subject property, which are owned by the same property owner [copy of referenced site map on file].

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

Mayor Latham closed the public hearing and read the following:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Council members disclosed they had no ex-parte communications regarding this item.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8149, amending PUD Rezoning Ordinance No. 99-7765 governing the property located at 2520-2902 Isabella Boulevard, by providing a new project narrative and preliminary development plan. (Isabella Office Center PUD)

Discussion: Mayor Latham read the following statement for the records:

“Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined and the decision was made.”

Mr. Doherty asked if the new conditional uses have the same parking requirements as the existing uses. Ms. Ireland stated the change in uses doesn't change the parking requirement; it is a mix of uses on both sides of the street. There have been no complaints of vehicles cutting through neighborhoods.

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

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

Mayor Latham requested the City Clerk read Ordinance No. 2020-8150 by title only, whereupon Ms. Scott read the following:

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

Mayor Latham read the following:

“This ordinance is before the Council for a public hearing and consideration on its first reading.”

Public Hearing:

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

Mayor Latham closed the public hearing.

Deputy City Manager Karen Nelson explained the City was proposing to add the President's Day holiday as a paid holiday based on a survey of local area governments [copy of referenced slide on file] to be in a better position with competitors in the market. This ordinance would authorize the City to update the City's Personnel Policies, which would be incorporated by reference into the two collective bargaining units.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8150, amending the City Employee Benefits and Leave Policy to provide President's Day as an official paid holiday for employees and staff.

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

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

Mayor Latham requested the City Clerk read Ordinance No. 2020-8151 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE AMENDING CHAPTER 8, “CEMETERIES,” OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, CODE OF ORDINANCES BY REVISING THE TITLE AND AMENDING SECTION 8-2. “SAME –

CITY CLERK TO MAINTAIN RECORD OF GRANTEES, ETC.” AND AMENDING SECTION 8-3. “DISINTERMENTS; MOLESTING GRAVES.” BY CHANGING THE REFERENCE FROM “CITY CLERK” TO “PARKS AND RECREATION DEPARTMENT;” PROVIDING FOR ADOPTION OF RECITALS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, CODEFICTION, AND AN EFFECTIVE DATE.”

Mayor Latham read the following:

“This ordinance is before the Council for a public hearing and consideration on its first reading.”

Public Hearing:

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

Mayor Latham closed the public hearing.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2020-8151, amending Chapter 8, Section 8-2, and Section 8-3 of the City Code of Ordinances to replace the City Clerk as cemetery records custodian, with the Parks and Recreation Department.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:07 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

LS: sg

**Minutes of Special City Council Meeting
held Monday, September 14, 2020, at 6:00 P.M.
via Video Conference
Jacksonville Beach, Florida.**



STATEMENT OF THE MAYOR:

Mayor Charlie Latham made the following statement:

“Governor DeSantis’ Executive Order No. 20-193, extended the Governor’s authorization for local government bodies to continue to conduct meetings without an in-person quorum at any specific location and to hold meetings using communications media technology (CMT).

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

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

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

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

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

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

CALL TO ORDER:

Mayor Charlie Latham called the meeting to order.

ROLL CALL:

Mayor: Charlie Latham

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

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, Budget Officer A.J. Souto, and City Clerk Laurie Scott.

PURPOSE OF MEETING

Mayor Latham stated the purpose of the meeting was to:

- 1) Adopt a proposed Millage Rate for FY2021 (Resolution No. 2063-2020); and
- 2) Adopt an Operating Budget for FY2021 (Resolution No. 2064-2020).

Mayor Latham read the following statement:

**Minutes of Special City Council Meeting
held Monday, September 14, 2020**

The first item to be discussed is the Millage Rate.

- The budget for the City of Jacksonville Beach was prepared using a millage rate of \$3.9947 mills. The rolled-back rate is \$3.7942 mills. The proposed millage rate of \$3.9947 mills is 5.28% more than the rolled-back rate.

The second item to be discussed is the Operating Budget.

- The tentative operating budget for Fiscal Year 2020-2021 is \$164,824,450.

Public Hearing

At this time, Mayor Latham opened a Public Hearing on the Millage Rate and Operating Budget.

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

Mayor Latham closed the Public Hearing.

MILLAGE RATE – FY 2020-2021

Mayor Latham requested the City Clerk to read Resolution 2063-2020, by title only.

Motion: It was moved by Ms. Hoffman, seconded by Mr. Nichols, to adopt the Millage Rate for Operating Purposes of \$3.9947 mills, Resolution No. 2063-2020.

There was no discussion by Council.

Roll call vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Mayor Latham
The motion carried.

OPERATING BUDGET – FY 2020-2021

Mayor Latham requested the City Clerk to read Resolution 2064-2020, by title only.

Motion: It was moved by Ms. Hoffman, seconded by Mr. Nichols, to adopt Resolution No. 2064-2020, adopting the Operating Budget for Fiscal Year 2020-2021 of \$164,824,450.

Budget Officer A.J. Souto confirmed the budget amount included the increase for the doubling of the CARE Fund and the actions from the CRA (Community Redevelopment Agency) August 24, 2020, meeting.

There was no discussion by Council.

Roll call vote: Ayes - Dumont, Golding, Hoffman, Nichols, Doherty, Mayor Latham
The motion carried.

ADJOURNMENT

There being no further business coming before the Council, Mayor Latham adjourned the meeting at 6:08 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

LS:sg

DRAFT

**Minutes of Special City Council Briefing
Monday, September 14, 2020 – 6:30 P.M.
Via Video Conference**



The Special Council Briefing began at 6:30 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: William C. Latham

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

Also present was City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, and Director of Human Resources Ann Meuse.

Purpose of Briefing

The purpose of the Briefing was to hold discussions between the City Council and the City Attorney regarding the annual review process for the City Attorney.

City Attorney

City Attorney Chris Ambrosio reviewed the following topics:

- City Attorney's annual review
- Year in Review Summary Report [on file]
- Financial cost savings and comparisons
- Proposed amendment to employment agreement [on file]

Conversation ensued regarding the review process and proposed employment agreement. It was the consensus of the Council for Council Member Vogelsang to assist Mr. Ambrosio in negotiations regarding the proposed employment agreement. Once the final draft of the employment agreement for the City Attorney is completed, the proposed contract would be presented to the Council at an upcoming City Council meeting for discussion and approval.

The Briefing adjourned at 7:34 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, MAYOR

Date: _____

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael Staffopoulos, City Manager
FROM: Ashlie Gossett, Chief Financial Officer
SUBJECT: Monthly Financial Reports for August 2020
DATE: September 8, 2020

Summary

The Summary Budget Reports show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. These financial reports are prepared on a cash basis.

Exhibit 1 - General Fund Revenues

General Fund revenues are slightly behind the prior year on a percentage of budget basis. We received the annual ad valorem tax distributions in December, bringing the tax revenue-to-date to 89.47% of the annual budget. The increase in permit revenues is largely attributable to the Springhill Suites project.

The decrease in both Charges for Services and Miscellaneous Revenue from the prior year is primarily due to the suspension of recreation programs and facility rentals since April in response to the COVID-19 pandemic.

Exhibit 2 - General Fund Expenditures

General Fund Expenditures are under budget by 10.71% for the current year and 2.27% under amounts expended in the prior year. The increase in Fire Department expenditures is due to compensated absence payouts and a lump sum contribution to the Fire Pension Plan as part of the Fire Services Agreement with the City of Jacksonville.



Memorandum to Michael Staffopoulos

Financial Reports

September 8, 2020

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Exhibit 3 - Enterprise Fund Revenues

Enterprise Fund Revenues are 6.42% lower than prior year revenues on a percentage of budget basis. Total year to date Electric Fund Revenues are 7.4% under budget. This is attributable to the suspension of the bulk power cost portion of the electric rate in the months of October, April, and May as well as an overall reduction in customer consumption compared to the same period in the prior year. Natural Gas consumption also decreased from the prior year, attributing to this fund's decline in revenues. The Golf Course year-to-year variance is a result of almost 40 fewer operational days in the prior year as the course reopened to the public in November 2018.

Exhibit 4 - Enterprise Fund Expenditures

Total expenditures in the Enterprise Funds are 23.01% under budget for the current year. The dollar variance from prior year in both Electric and Natural Gas expenses are due primarily to lower consumption as well as reduced power and gas costs from our suppliers. Water & Sewer and Stormwater expenses were higher in the prior year due to the timing of capital projects. The Sanitation Fund purchased a new street sweeper in the current year for \$213,891 attributing to the increase over the prior year.

Exhibit 5 – Special Revenue Fund Revenues

Revenues in the Special Revenue Funds are 15.77% ahead of last year on a percentage basis. We received the annual tax increment distributions in December bringing revenue-to-date slightly over the annual budget. Convention Development revenues reflect activity through the month of June and the year-to-year decrease can be attributed to the *Safer at Home* orders issued as result of the COVID-19 pandemic.

Memorandum to Michael Staffopoulos

Financial Reports

September 8, 2020

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Exhibit 6 - Special Revenue Fund Expenditures

In total, Special Revenue Fund expenditures are under budget for the current year but 17.04% higher than last year on a percentage of budget basis. City sponsored special events were canceled throughout the year in response to the COVID-19 pandemic, reducing the overall expenditures in the Convention Development Fund. Infrastructure Surtax debt was retired in March 2019, reducing the overall budget and expenditures in this fund for the current year. The year-to-year variance in the Tax Increment Funds is due to the timing of capital project expenditures. Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

Exhibit 7 - Summary Revenues and Expenditures

- Convention Development Fund revenues are typically received 60 days in arrears. Receipt activity through June reflects a 29% reduction from the prior year at the same time largely due to COVID-19 *Safer at Home* orders.
- Revenues in the Electric Utility are less than anticipated due a suspension in the bulk power cost adjustment in the months of October, April, and May.
- The unfavorable variance in Natural Gas Utility revenues is largely attributable to a 10.7% decrease in consumption compared to the same time in the prior year.
- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- The net income shown for the Natural gas Fund is overstated because the monthly gas bills are paid in arrears.

Requested Action

Accept/Reject the financial reports for the month of August 2020, as submitted by the Chief Financial Officer.



Summary Budget Revenue Report

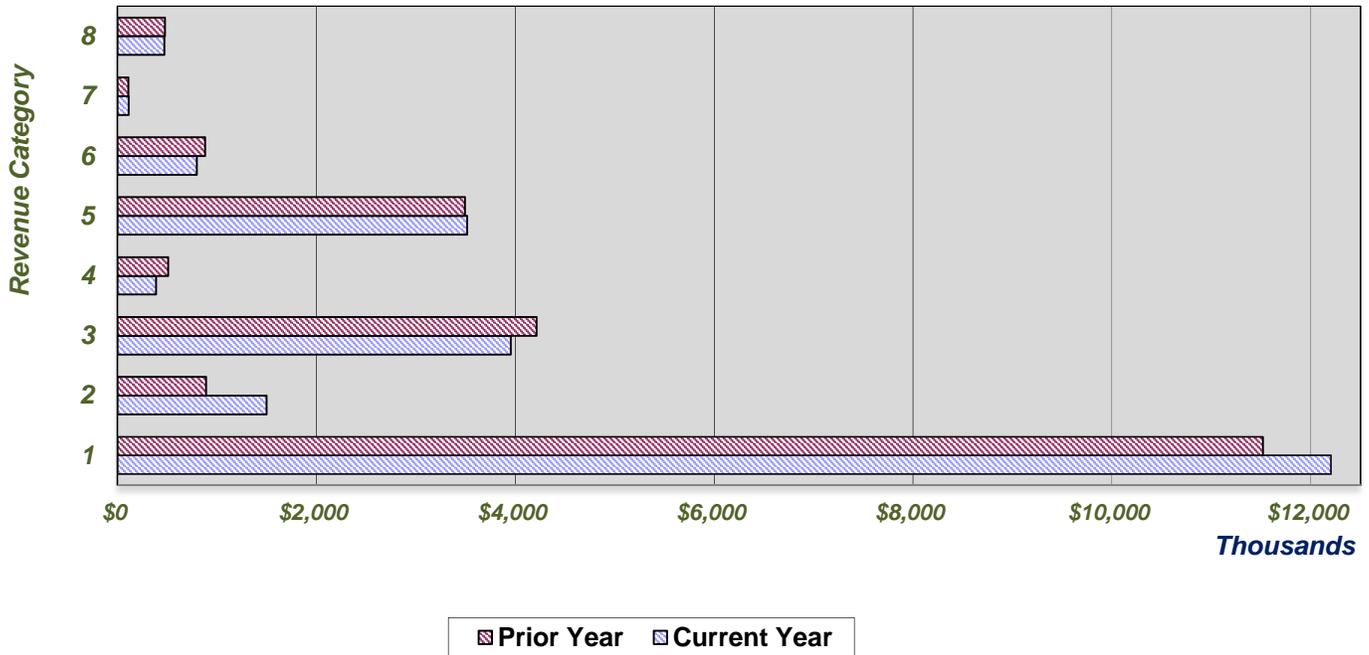
August 31, 2020

(91.80% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	12,202,682	89.47%	11,516,892	93.91%	-4.44%	685,790
2 Licenses & Permits	1,501,302	248.52%	893,532	150.00%	98.52%	607,770
3 Intergovernmental Revenue	3,956,387	87.42%	4,214,888	99.55%	-12.13%	(258,501)
4 Charges for Services	388,476	97.36%	510,442	131.22%	-33.86%	(121,966)
5 Enterprise Contributions	3,517,543	91.67%	3,495,361	91.67%	0.00%	22,182
6 Miscellaneous Revenue	800,418	181.64%	883,816	208.77%	-27.14%	(83,398)
7 Fines & Forfeitures	114,046	71.06%	110,316	64.70%	6.36%	3,731
8 Interfund Transfers	473,519	92.12%	478,708	93.86%	-1.74%	(5,189)
Total Revenues	\$ 22,954,372	95.17%	\$ 22,103,954	98.68%	-3.51%	\$ 850,418

**GENERAL FUND REVENUES TO DATE
CURRENT YEAR VS PRIOR YEAR**





Summary Budget Expenditure Report

August 31, 2020

(91.80% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	511,664	96.47%	509,427	101.76%	-5.29%	2,237
2 City Clerk	328,695	84.43%	304,277	87.91%	-3.48%	24,418
3 Building Maintenance	342,999	79.24%	286,028	70.64%	8.60%	56,972
4 Planning and Development	926,369	79.61%	753,387	82.83%	-3.22%	172,982
5 Recreation and Parks	2,897,737	81.42%	2,935,717	83.92%	-2.50%	(37,980)
6 Public Works	1,433,691	82.20%	1,436,028	86.04%	-3.84%	(2,337)
7 Police	8,126,679	80.84%	8,095,970	84.98%	-4.14%	30,708
8 Fire	3,884,050	88.42%	3,577,407	82.93%	5.49%	306,642
9 Non-Departmental	1,214,891	61.17%	1,033,396	67.15%	-5.98%	181,495
Total Expenditures	\$ 19,666,774	81.09%	\$ 18,931,638	83.37%	-2.27%	\$ 735,136

**GENERAL FUND EXPENDITURES TO DATE
CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

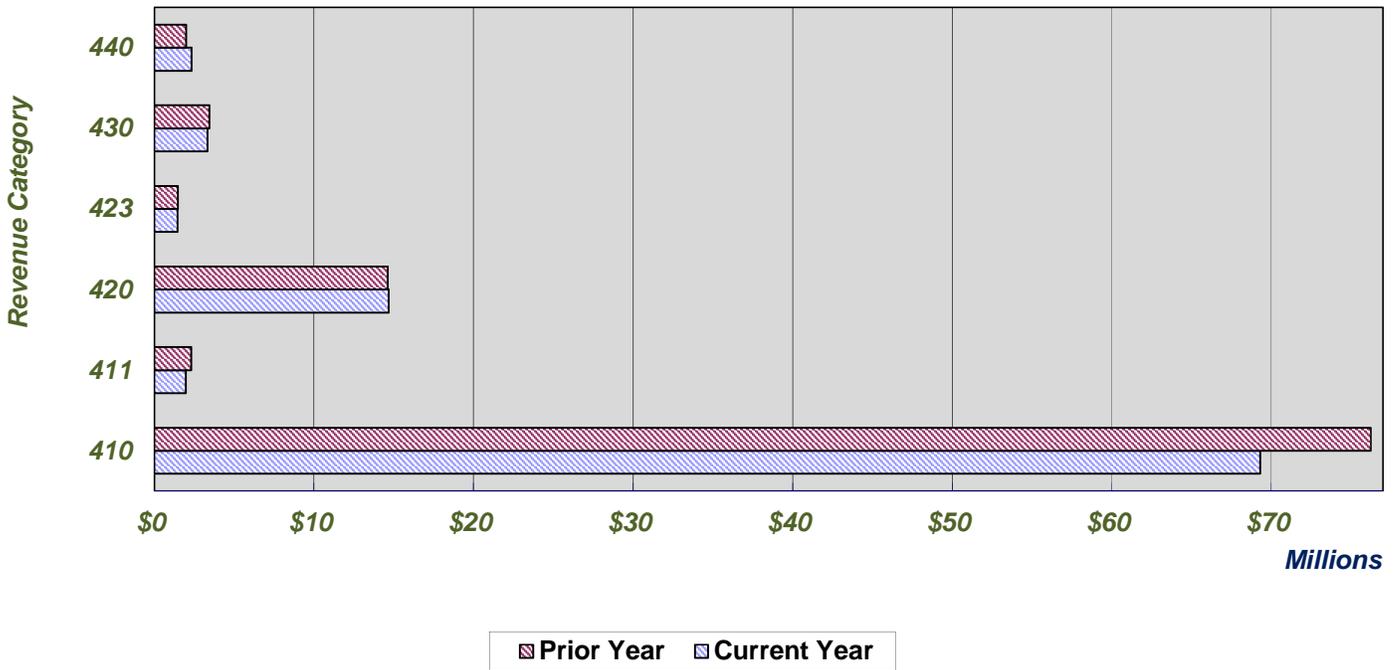
August 31, 2020

(91.80% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	69,306,086	84.40%	76,248,616	90.81%	-6.41%	(6,942,530)
411 NATURAL GAS	1,978,970	82.28%	2,305,463	98.83%	-16.56%	(326,493)
420 WATER & SEWER	14,683,534	99.85%	14,623,797	107.49%	-7.64%	59,737
423 STORMWATER	1,451,812	99.88%	1,483,193	106.15%	-6.27%	(31,381)
430 SANITATION	3,335,463	94.90%	3,445,015	98.50%	-3.60%	(109,552)
440 GOLF COURSE	2,331,518	120.35%	1,984,782	129.32%	-8.96%	346,735
TOTAL REVENUES	\$ 93,087,383	87.71%	\$ 100,090,866	94.13%	-6.42%	\$ (7,003,483)

**ENTERPRISE FUND REVENUES TO DATE
CURRENT YEAR VS PRIOR YEAR**



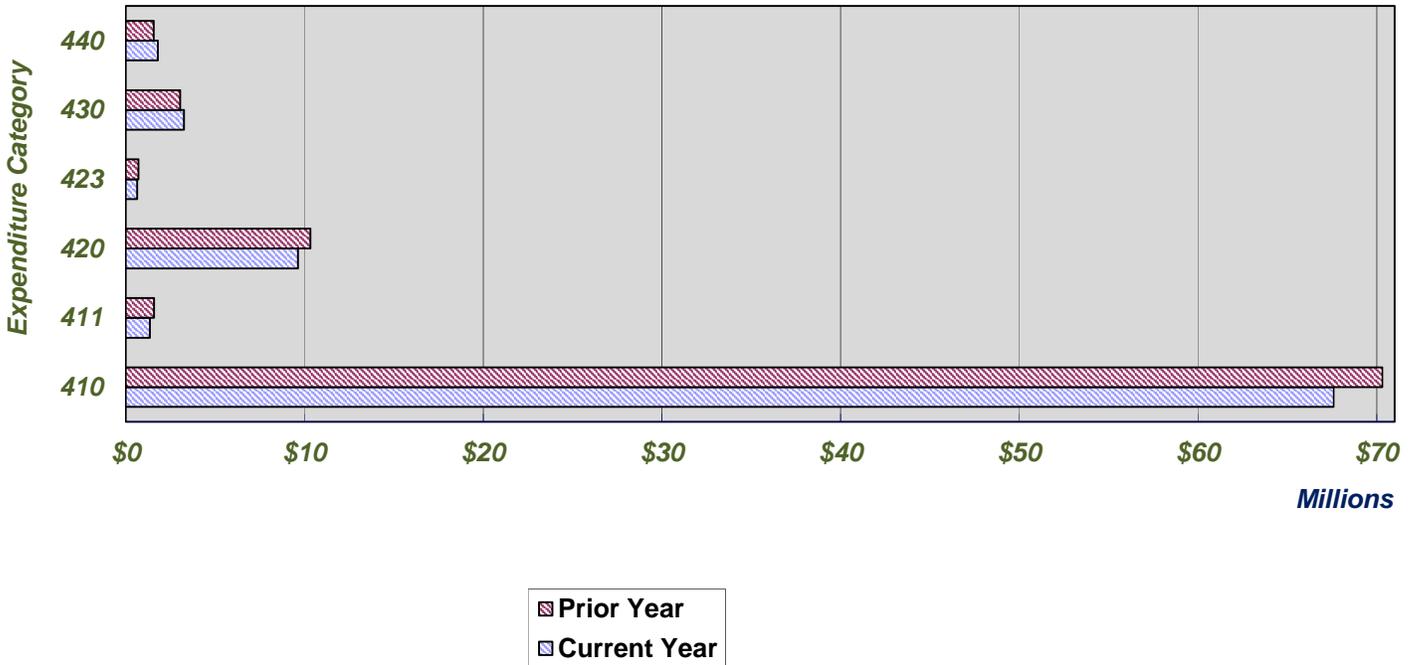


Summary Budget Expenditure Report
 August 31, 2020
 (91.80% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	67,585,357	70.68%	70,322,880	72.40%	-1.72%	(2,737,523)
411 NATURAL GAS	1,344,973	65.06%	1,577,238	64.21%	0.85%	(232,264)
420 WATER & SEWER	9,638,218	60.79%	10,333,885	66.70%	-5.90%	(695,668)
423 STORMWATER	647,946	25.32%	709,217	47.39%	-22.06%	(61,270)
430 SANITATION	3,253,737	74.27%	3,045,817	80.78%	-6.51%	207,920
440 GOLF COURSE	1,795,529	88.82%	1,559,361	104.87%	-16.05%	236,168
TOTAL EXPENDITURES	\$ 84,265,761	68.79%	\$ 87,548,398	71.86%	-3.07%	\$ (3,282,638)

**ENTERPRISE FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

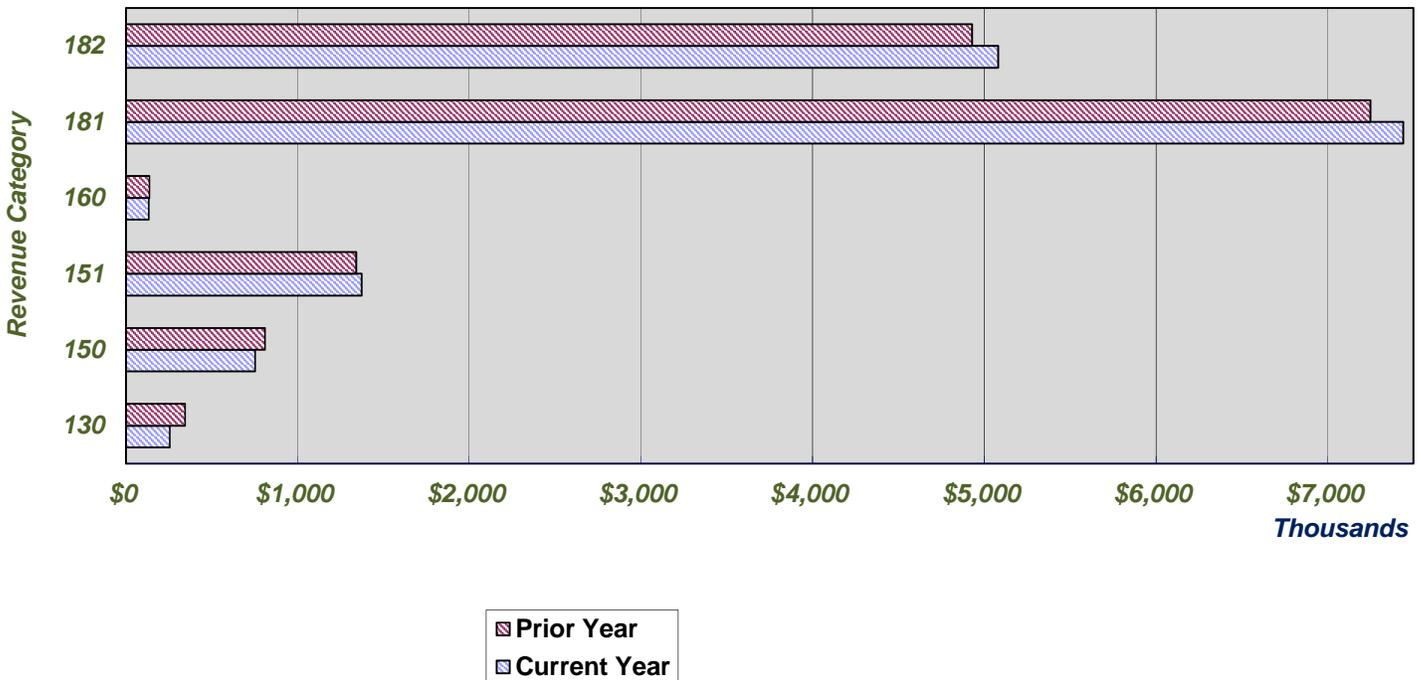
August 31, 2020

(91.80% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	255,711	64.33%	344,074	96.05%	-31.72%	(88,363)
150 LOCAL OPTION GAS TAX	752,326	91.39%	810,171	99.50%	-8.11%	(57,846)
151 INFRASTRUCTURE SURTAX	1,371,690	99.48%	1,341,047	98.31%	1.17%	30,643
160 COMMUNITY DEV. BLK. GRANT	132,519	96.03%	137,708	99.79%	-3.76%	(5,189)
181 DOWNTOWN INCREMENT FUND	7,439,663	106.22%	7,249,136	108.55%	-2.33%	190,527
182 SOUTHEND INCREMENT FUND	5,080,019	202.91%	4,929,150	109.75%	93.16%	150,869
TOTAL REVENUES	\$ 15,031,927	122.76%	\$ 14,811,286	106.99%	15.77%	\$ 220,641

**SPECIAL REVENUE FUND REVENUES TO DATE
CURRENT YEAR VS PRIOR YEAR**

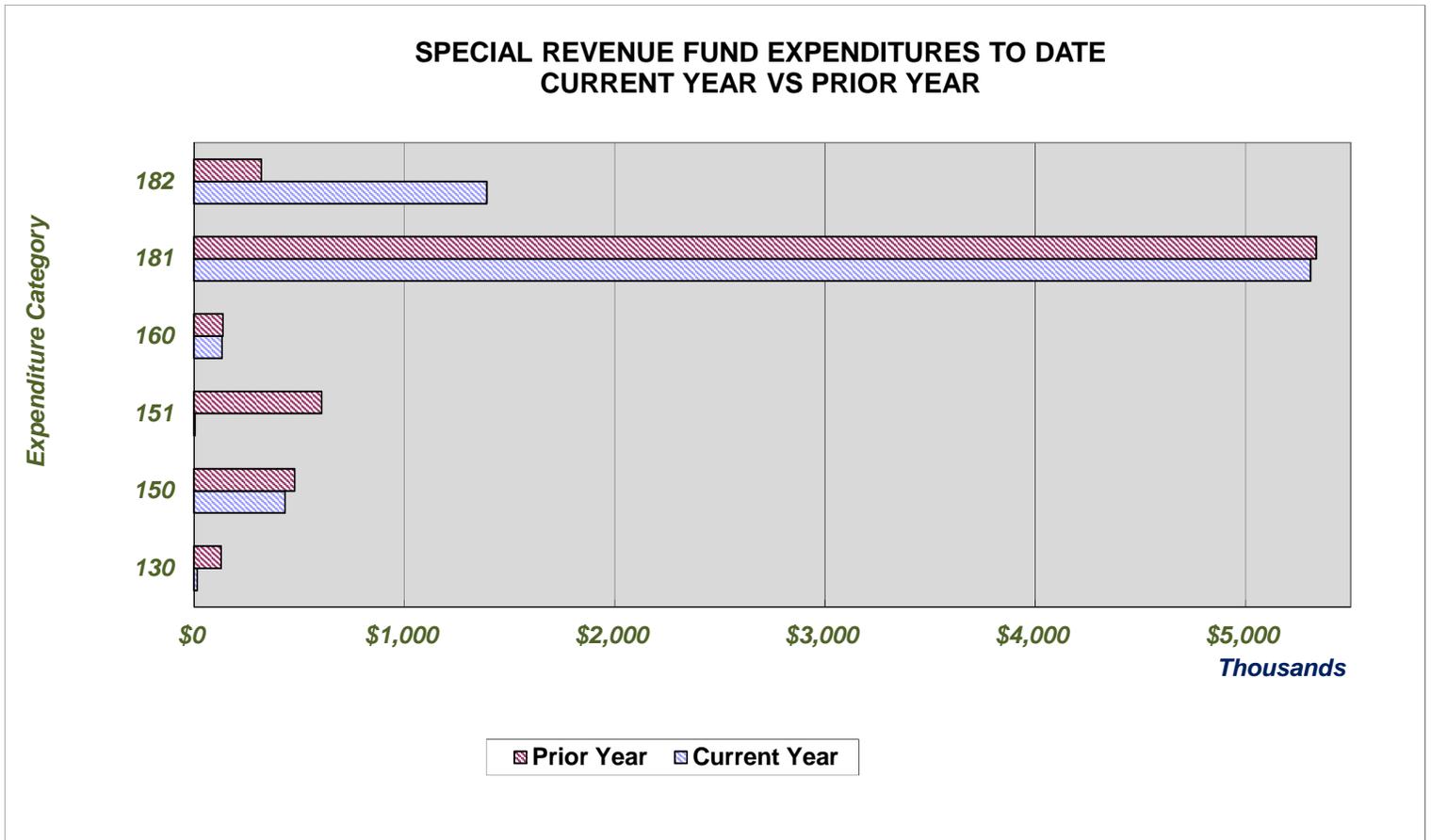




Summary Budget Expenditure Report
 August 31, 2020
 (91.80% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	14,696	12.14%	128,274	46.88%	-34.73%	(113,578)
150 LOCAL OPTION GAS TAX	432,350	54.23%	478,194	59.89%	-5.67%	(45,843)
151 INFRASTRUCTURE SURTAX	4,455	1.34%	605,977	63.11%	-61.77%	(601,522)
160 COMMUNITY DEV. BLK. GRANT	132,519	93.32%	137,708	99.79%	-6.47%	(5,189)
181 DOWNTOWN INCREMENT FUND	5,308,906	63.34%	5,336,100	41.51%	21.83%	(27,194)
182 SOUTHEND INCREMENT FUND	1,390,955	69.32%	320,427	51.97%	17.35%	1,070,528
TOTAL EXPENDITURES	\$ 7,283,882	61.83%	\$ 7,006,680	44.79%	17.04%	\$ 277,202





Summary Budget Report
 August 31, 2020
 (91.80% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2020	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,119,750	22,142,721	22,954,372	811,651
130 Convention Development Tax	397,496	364,914	255,711	(109,203)
150 Local Option Gas Tax	823,223	755,746	752,326	(3,420)
151 Infrastructure Surtax	1,378,808	1,265,791	1,371,690	105,899
160 Community Dev. Blk. Grant	138,000	126,689	132,519	5,830
181 Downtown Increment Fund	7,003,700	6,429,626	7,439,663	1,010,037
182 Southend Increment Fund	2,503,537	2,298,329	5,080,019	2,781,690
410 Electric Utility	82,113,996	75,383,341	69,306,086	(6,077,254)
411 Natural Gas Utility	2,405,292	2,208,137	1,978,970	(229,167)
420 Water & Sewer Utility	14,705,017	13,499,688	14,683,534	1,183,846
423 Storm Water Management	1,453,505	1,334,365	1,451,812	117,446
430 Sanitation Fund	3,514,536	3,226,459	3,335,463	109,004
440 Golf Course Fund	1,937,261	1,778,469	2,331,518	553,049
460 Leased Facilities Fund	679,177	623,507	704,553	81,046
500 Internal Service Funds	13,268,599	12,181,009	11,764,170	(416,839)
Total Revenues	\$ 156,441,897	\$ 143,618,791	\$ 143,542,405	\$ (76,386)

Fund Name	Budgeted Expenditures Fiscal Year 2020	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,251,677	22,263,835	19,666,774	2,597,061
130 Convention Development Tax	121,028	111,108	14,696	96,411
150 Local Option Gas Tax	797,306	731,953	432,350	299,603
151 Infrastructure Surtax	332,306	305,068	4,455	300,612
160 Community Dev. Blk. Grant	142,000	130,361	132,519	(2,158)
181 Downtown Increment Fund	8,381,899	7,694,858	5,308,906	2,385,952
182 Southend Increment Fund	2,006,504	1,842,036	1,390,955	451,081
410 Electric Utility	95,621,819	87,783,965	67,585,357	20,198,608
411 Natural Gas Utility	2,067,336	1,897,882	1,344,973	552,909
420 Water & Sewer Utility	15,854,046	14,554,534	9,638,218	4,916,316
423 Storm Water Management	2,558,735	2,349,003	647,946	1,701,056
430 Sanitation Fund	4,381,001	4,021,903	3,253,737	768,165
440 Golf Course Fund	2,021,631	1,855,924	1,795,529	60,395
460 Leased Facilities Fund	964,178	885,147	428,597	456,551
500 Internal Service Funds	13,430,657	12,329,784	10,591,827	1,737,957
Total Expenditures	\$ 172,932,124	\$ 158,757,359	\$ 122,236,840	\$ 36,520,519

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	3,287,598	3,408,712
130 Convention Development Tax	241,015	(12,792)
150 Local Option Gas Tax	319,975	296,183
151 Infrastructure Surtax	1,367,234	406,511
160 Community Dev. Blk. Grant	-	3,672
181 Downtown Increment Fund	2,130,757	3,395,989
182 Southend Increment Fund	3,689,064	3,232,771
410 Electric Utility	1,720,729	14,121,353
411 Natural Gas Utility	633,997	323,742
420 Water & Sewer Utility	5,045,316	6,100,162
423 Storm Water Management	803,865	1,818,503
430 Sanitation Fund	81,726	877,169
440 Golf Course Fund	535,988	613,443
460 Leased Facilities Fund	275,956	537,597
500 Internal Service Funds	1,172,343	1,321,118
Total	\$ 21,305,565	\$ 36,444,134



Cash and Investments by Fund
August 31, 2020

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Trust Treasury Strip	TS	3,148,000	3,148,000
TOTAL UTILITY FUNDS 410 and 420			\$3,148,000
Salem Mutual Fund	Portfolio	51,805,486	51,805,486
Sawgrass Asset Management	Portfolio	28,098,385	28,098,385
Wells Capital	Portfolio	18,647,501	18,647,501
JPMCB - Strategic Property Fund	Portfolio	5,132,653	5,132,653
TOTAL PENSION FUNDS 611, 612 and 613			\$103,684,024
TOTAL INVESTMENTS			\$106,832,024
State Board of Administration	Pool	17,118,267	17,118,267
Florida Trust	Pool	19,075,616	19,075,616
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,676,196	12,676,196
Bank of America	Cash	21,210,654	21,210,654
Sawgrass Asset Management	Portfolio	44,830,020	44,830,020
Galliard Capital Management	Portfolio	41,302,235	41,302,235
Garcia Hamilton & Associates	Portfolio	40,685,129	40,685,129
Salem Trust: Goldman Sachs Treasury	MM	16,756	16,756
TOTAL EQUITY IN POOLED CASH			\$196,914,872
Petty Cash	Cash	6,525	6,525
TOTAL CASH AND INVESTMENTS			\$303,753,422

Attorney Fees Paid During the Month

NAME	DESCRIPTION	FUNDING SOURCE	CHECK DATE	CHECK AMOUNT
Shepard, Smith, Kohlmyer & Hand	Charter Review	General Fund	08/06/20	25
Bell & Roper, P.A.	General Research for Legal Dept.	General Fund	08/13/20	460
Carr, Allison, Oliver & Sisson	RPO Research and Meetings	General Fund	08/13/20	558
Lewis, Longman & Walker, P.A.	Special Magistrate Hearings	General Fund	08/13/20	2,000
Sugarman & Susskind	Retainer for July and August	Pension Funds	08/20/20	5,100
TOTAL ATTORNEY FEES				\$8,143



Cash and Investments by Type
 Fiscal Year to Date
 August 31, 2020

Type of Investment	Beginning Balance 10/1/2019	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 8/31/2020	Weighted Net Return*
State Pooled Investment Fund	16,922,177	196,090	0	0	0	196,090	0	17,118,267	0.10%
Money Market: Goldman Sachs Treasury	11,103	6,284	0	0	(631)	5,653	(0)	16,756	0.00%
U.S. Treasury Stripped Coupons	3,129,238	0	0	0	0	0	18,762	3,148,000	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,397,619	278,576	0	0	0	278,576	0	12,676,196	0.14%
Sawgrass Asset Management	42,883,166	893,126	383,046	755,649	(84,968)	1,946,853	(0)	44,830,020	1.02%
Galliard Capital Management	39,449,933	852,455	407,922	657,119	(65,194)	1,852,302	0	41,302,235	0.97%
Garcia Hamilton & Associates	39,823,354	673,894	5,997	260,542	(78,659)	861,774	0	40,685,129	0.44%
Florida Trust	18,876,515	199,101	0	0	0	199,101	(0)	19,075,616	0.10%
Operating Cash: Bank of America	14,185,724	47,057	0	0	(115,531)	(68,474)	7,093,404	21,210,654	-0.04%
Petty Cash	6,525	0	0	0	0	0	0	6,525	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	187,685,354	3,146,584	796,966	1,673,311	(344,983)	5,271,877	7,112,166	200,069,397	2.76%
Pension Fund: Salem Mutual Fund	48,546,020	1,539,805	(579,194)	3,398,855	0	4,359,466	(1,100,000)	51,805,486	4.54%
Pension Fund: Sawgrass Asset Mgt	26,387,145	632,981	1,262,613	149,962	(84,317)	1,961,240	(250,000)	28,098,385	2.02%
Pension Fund: Wells Capital	14,330,608	78,833	1,021,680	4,004,830	(88,450)	5,016,893	(700,000)	18,647,501	6.45%
Pension Fund: JPMCB - Strategic Property Fund	5,081,052	0	0	51,601	0	51,601	0	5,132,653	0.05%
TOTAL PENSION INVESTMENTS	94,344,824	2,251,620	1,705,099	7,605,248	(172,766)	11,389,200	(2,050,000)	103,684,024	12.20%
TOTAL CASH AND INVESTMENTS	282,030,178	5,398,204	2,502,064	9,278,559	(517,749)	16,661,078	5,062,166	303,753,422	

*Fiscal year to date

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

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael Staffopoulos, City Manager
FROM: Ashlie Gossett, Chief Financial Officer
SUBJECT: Purchase and Install UVC Lights in City HVAC Systems
DATE: September 9, 2020

BACKGROUND

In an effort to keep personnel healthier and promote a safer environment for our customers, the Administration seeks to install germicidal ultraviolet (UVC) lights in HVAC air-handling units at the following City facilities:

- Carver Center
- City Hall
- Garage
- Golf Course Clubhouse
- Meter Shop
- Operations & Maintenance
- Parks Administration
- Police Department
- SCADA
- Water Plant 1

UVC is a short wavelength ultraviolet light that kills microorganisms. UV is a known disinfectant for air, water and surfaces that can help to mitigate the risk of acquiring an infection in contact with the COVID-19 virus when applied correctly. This UV disinfection technology has been used by hospitals for decades. While UVC lights will not eliminate transmission risk of COVID-19 within City buildings' HVAC air streams, the ultraviolet energy will help inactivate the DNA and RNA of most viral, bacterial, and fungal organisms so that they are unable to replicate. The kill rate for UVC is based on a factor of time and exposure to the light. The chart below notes that even with high-intensity UVC irradiation, the deactivation rate will not be 100% for all biological particles.

Common Name	Pathogenic name	Known, Published UVC value for pathogen reduction		FILTER EFFICIENCY		UVC-only Pathogen reduction/air pass	Pathogen reduction UVC + filtration
		UVGI K m ² /J	µw/cm ²	MERV 8	MERV 10	URV 11 1000µJ/cm ² Coil Cleaning	MERV 11 + URV 11
Pneumonia	Pseudomonas aeruginosa	0.5721	0.005721	14	15	99.96%	99.99%
TB / Tuberculosis	Mycobacterium tuberculosis	0.4721	0.004721	19	21	99.85%	99.99%
Corona Virus	Caronavirus	0.3770	0.00377	18	20	99.45%	99.99%
Legionella	Legionella pneumophila	0.1930	0.0019298	15	16	93.00%	99.79%
Acinetobactor	Acinetobacter baumannii	0.1280	0.00128	42	44	82.86%	99.79%
Flu	Influenza A & B	0.1190	0.00119	30	31	80.60%	99.47%
Staph / MRSA	Staphylococcus aureus	0.1130	0.00113	28	30	78.93%	99.00%
Avian Flu	Avian Influenza Virus	0.1060	0.00106	12	13	76.79%	97.00%
Measles	Measles	0.1051	0.001051	10	9	76.50%	97.00%
Chicken Pox	Varicella Zoster	0.105	0.00105	10	9	76.47%	97.00%
Strep	Streptococcus pyogenes	0.8110	0.00811	29	31	99.99%	99.00%



The pricing of \$113,742.50 to purchase and install the UVC lights is established in Trane Technologies' contract with the Federal General Services Administration (GSA) Federal Supply Schedule, which is competitively bid. The equipment has an expected life span of 10-20 years depending on the environment of the installation and the light bulbs will need to be changed annually.

Funding will be provided by a rebate received from the City's health insurance provider, Blue Cross and Blue Shield of Florida (Florida Blue). As a part of the contract, the City participates in a Proshare agreement with Florida Blue, whereby if the premium charged by Florida Blue is greater than the cost of the City's claims and other charges, then Florida Blue rebates 50% of the savings back to the City. The Proshare calculation is done on a bi-annual basis and the City recently received \$180,346 for the two year period ending on December 31, 2019. In the past the City has used the Proshare rebates to either offset increases in premiums or put it aside to offset future increases in premiums. However, since the City was able to negotiate a 7% reduction in premiums with Florida Blue for the next two years, it is not necessary to utilize this year's Proshare for these purposes. Instead, the City is recommending that \$113,742.50 of the Proshare be used to fund the cost of upgrading the City's air handling systems to mitigate the spread of viruses.

Funding Source: Florida Blue Health Insurance Rebate	\$180,346.00
Funding Use: Install UVC Lights in HVAC Units	\$113,742.50

The budgets for the equipment purchase (g/l# 553-13-1303-591-62-562000) and Proshare receipt (g/l# 553-13-1303-591-45-545063) will be adjusted at yearend.

REQUESTED ACTION

Approve/Disapprove the \$113,742.50 purchase and installation of UVC lights in air handling units at City Facilities from Trane Technologies utilizing GSA Federal Supply Schedule contract #47QSWA20D002A.



GSA FEDERAL SUPPLY SCHEDULE PROPOSAL

CONTRACT NUMBER: 47QSWA20D002A

DUNS: 126365795 / CAGE: 60532

Customer: City of Jacksonville Beach
1460 Shetter Ave
Jacksonville Beach, FL 32250

Date: 7/31/2020
Job Name: Jax Beach UV Lights -
2020

ATTN: Luis Flores

Terms of Delivery: FOB Destination
Full Freight Allowed

Proposal #: H2-74034-3

Terms of Payment: ½ % 10 – Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with Trane’s GSA Federal Supply Schedule (FSS) contract, 47QSWA20D002A, (gsaadvantage.gov) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the FSS contract, the FSS contract terms and conditions shall govern and take precedence. All applicable taxes will be added unless Trane is provided with the appropriate tax exemption certificates. This proposal will expire 30 days from the date of issue if an order is not placed.

Included in the Proposal

Trane will provide the parts, labor and materials to install UV lights in air handling units at the following City of Jacksonville Beach locations. The scope of work includes all required electrical work, materials, and labor to properly install the UV light kits to help provide cleaner air to the space the air handling unit serves.

• Building	Qty. of Units	Cost Per Bldg.
• O/M =	4	\$20,735
• Meter shop =	2	\$4,544
• Garage =	2	\$4,544
• Water house #1 =	2	\$4,544
• City Hall =	5	\$12,093
• SCADA =	5	\$13,220
• Parks and Rec =	6	\$12,093
• Police Station =	13	\$23,894.50
• Carver Center =	3	\$8,040
• Golf =	5	\$10,035



Excluded from the Proposal

Hazardous Material identification, abatement and/or removal are excluded from this scope of work.

Open Market Items (as allowed per FAR 8.402(f) for administrative convenience)

Evergreen UV Light Kits	Qty. 47	\$45,825
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Contractor Teaming Items (as defined per FAR 9.601)

Pricing

SIN 334290	\$49,020.60
SIN 238910	\$16,646.40
OPEN MARKET ITEMS	\$48,075.50

➤ **LUMP SUM PRICE FOR ENTIRE PROJECT** **\$113,742.50**

Respectfully submitted,

Eric P. Schmidt

Building Solutions
904-219-6000

This proposal is made subject to Trane’s Service Terms & Conditions located online at www.trane.com/gsaschedule/termsofsale and are hereby incorporated by this reference.



COMPANY _____ BY _____

PURCHASE ORDER _____ TYPE OR PRINT _____

DATE _____ TITLE _____

City of

Jacksonville Beach

1460 Shetter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6226

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael Staffopoulos, City Manager
FROM: Luis F. Flores, Property and Procurement Officer
SUBJECT: Award RFQ No. 07-1920 Space Needs Assessment
DATE: September 10, 2020

BACKGROUND

Much has changed since the City Hall, Operations and Maintenance (O&M) Building, Police Station, and Meter Shop were constructed in 1995 and 1998. Technology advancements, staffing increases, evolving customer expectations, and new social distancing recommendations have changed the way in which employees perform their work and interact with the public. In turn, these changes have impacted service delivery and space needs.

This Request for Qualification (RFQ) was issued to identify and select a qualified firm to conduct a comprehensive space needs assessment. Our goal is to identify how operational staff space is being used and determine where changes can be made to fit the evolving needs of our departmental units. The assessment will focus on current and future utilization needs for employee offices, field staff and shared spaces at the locations referenced above.

Space metrics will be utilized to determine the amount of space needed by department and/or function. We will also look for efficiencies and explore opportunities for collaboration and shared space. We want to ensure that we are using our limited resources as effectively as possible to meet the needs of our employees.

The Property and Procurement Division sent RFQ invitations to sixteen (16) Architectural and design firms and received four (4) responses. Below is the vendor ranking:

VENDOR	SCORE	Rank
Ebert Norman Brady Architects	92.25	1
PQH Group	82.5	2
Kasper Architecture + Associates	73.5	3
VRL Architects, Inc.	73	4



Memo to Michael Staffopoulos
RFQ No. 07-1920 Space Needs Assessment
September 10, 2020

Page 2

The vendor's fee proposal and supporting documentation are attached to this memo and a summary of estimated costs are as follows:

RFQ No. 07-1920 Space Needs Assessment	
DESCRIPTION	COST
City Hall and O&M Buildings	
Fee Estimate	\$47,960
10% Contingency	\$4,796
City Hall and O&M Total:	\$52,756
Alternate: Police Station and Meter Shop	
Fee Estimate	\$26,810
10% Contingency	\$2,681
Alternate Total:	\$29,491
Grand Total:	\$82,247

Funding of \$60,000 is included in the 2020 Capital Improvement Plan for the City Hall and O&M Building assessments. Additional funding for the optional services (Police Station and Meter Shop) is available in the 2020 building systems maintenance budget in the General Capital Projects Fund.

REQUESTED ACTION

Award/Reject RFQ No. 07-1920, Space Needs Assessment, to Ebert Norman Brady Architects, as described in the memorandum from the Property and Procurement Officer dated September 10, 2020.



FEE ESTIMATE FOR PROFESSIONAL SERVICES

Project: COJB Space Planning Assessment - City Hall and O&M Buildings					ENB Project No.: 20046	
Client: COJB Space Planning Assessment			Phase: Phase I and II			
Date: August 30, 2020			Estimator: Lori Avampato			
NO.	DRAWING OR TASK					TOTAL
	PHASE I - Programming Evaluation	Project Architect	Project Manager	Intern Architect	Clerical	
	Kick Off Meeting(s)/Building Walk Thru (2) Meetings	8	8	0	0	16
	Department Interviews (2) Meetings/Compile Info	16	16	0	0	32
	Establish Recommended Space Standards	4	16	0	0	20
	Prepare Program Eval/Incorporate Comments	2	16	0	4	22
	Present Final Eval for COJB Approval	4	6	0	2	12
	PHASE II - Space Planning Analysis					
	Develop Space Plan Options	4	40	8	0	52
	(2) Meetings to Present Plans to COJB	8	8	0	0	16
	Incorporate Comments/Revisions for approval	2	16	0	0	18
	Furniture Evaluation - Existing and New	0	24	8	0	32
	Develop Cost Estimate Based on Approved plans	2	16	0	0	18
	Present Final Space Plans and Cost Est. to COJB	4	8	0	4	16
	FINAL REPORT					
	Submit Completed Study to COJB	4	20	0	4	28
TOTAL LABOR MAN-HOURS		58	194	16	14	282
HOURLY RATE		\$185.00	\$150.00	\$110.00	\$65.00	
TOTAL LABOR COST		\$10,730	\$29,100	\$1,760	\$910	\$42,500
Aiken Cost Consultants						\$5,460
TOTAL FEE						\$47,960.00



FEE ESTIMATE FOR PROFESSIONAL SERVICES

Project: COJB Space Planning Assessment - Police Station and Meter Shop (Alternate)					ENB Project No.: 20046	
Client: COJB Space Planning Assessment			Phase: Phase I and II			
Date: August 30, 2020			Estimator: Lori Avampato			
NO.	DRAWING OR TASK					TOTAL
	PHASE I - Programming Evaluation	Project Architect	Project Manager	Intern Architect	Clerical	
	Kick Off Meeting(s)/Building Walk Thru (1) Meeting	4	4	0	0	8
	Department Interviews (1) Meetings/Compile Info	4	8	0	0	12
	Establish Recommended Space Standards	2	8	0	0	10
	Prepare Program Eval/Incorporate Comments	2	16	0	2	20
	(1) Meeting to Present Final Eval for COJB Approval	4	4	0	4	12
	PHASE II - Space Planning Analysis	0	0	0	0	0
	Develop Space Plan Options	2	16	4	0	22
	(1) Meetings to Present Plans to COJB	4	4	0	0	8
	Incorporate Comments/Revisions for approval	2	8	0	0	10
	Furniture Evaluation - Existing and New	0	16	4	0	20
	Develop Cost Estimate Based on Approved plans	2	6	0	0	8
	Present Final Space Plans and Cost Est. to COJB	4	8	0	0	12
	FINAL REPORT					
	Submit Completed Study to COJB	4	12	0	0	16
TOTAL LABOR MAN-HOURS		34	110	8	6	158
HOURLY RATE		\$185.00	\$150.00	\$110.00	\$65.00	
TOTAL LABOR COST		\$6,290	\$16,500	\$880	\$390	\$24,060
Aiken Cost Consultants (Allowance)						\$2,750
TOTAL FEE						\$26,810.00

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

www.jacksonvillebeach.org



MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

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

SUBJECT: RFP No. 03-1920, Standby Contract for Disaster Debris Management, Recovery and Response Services

DATE: September 8, 2020

BACKGROUND

The intent of RFP No. 03-1920, Standby Contract for Disaster Debris Management, Recovery and Response Services (RFP) was to establish a five (5) year stand-by contract with one or more qualified debris management, recovery, and response firms for the removal and lawful disposal of debris from City rights-of-way and other public property, and two (2) private communities (The Sanctuary and Marsh Landing at Sawgrass) within the City limits following a disaster event. Debris following a disaster comes in many forms, including vegetative, appliances, construction and demolition, household waste, sand, hazardous material, vehicles, etc. Additional support services from the standby contractor are also available if necessary and initiated by the City.

The RFP was competitively advertised to multiple contractors on June 3, 2020. Ten (10) contractors submitted bid responses. The responses were evaluated for determination of vendor responsibility and responsiveness to the RFP criteria. An evaluation committee of three (3) City employees independently evaluated each response. Consideration for the award was based on the following criteria:

- Qualifications & Experience (20 points)
- Past Performance (25 points)
- Operational Plan for the City (25 points)
- Price Proposal (10 points)
- Resources & Availability (20 points)

The Evaluation Committee Assessment Summary Sheet for all responders is attached.

The Public Works Department submits to Council for review and approval, contracts with the two highest ranked respondents, Ceres Environmental Services, Inc. (Ceres), and Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service (Shawnee).

The complete contract documents consist of:

- RFP No. 03-1920
- RFP No. 03-1920 Response from CERES
- RFP No. 03-1920 Response from Shawnee
- Contracts for Disaster Debris Management, Recovery and Response Services for both CERES, and Shawnee

The RFP, Assessment Summary and the Responses from both CERES and Shawnee, are available for review in hardcopy at the City Clerk Office and through the following links:

Assessment Summary

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:632c7fc2-47c4-4e5c-b7e6-bb1c6227b841>

Arbor Masters Bid

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e837c324-f448-444a-9d36-f7743a61c7fe>

Ceres Environmental

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:837fce68-3564-406c-837b-f1258f1482a6>

Original RFP

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:f38134df-8351-49d6-9cb7-e08be6400ec7>

They are included herein by reference for Council approval of the contract documents.

The contract period is for five (5) years. Pricing may be adjusted annually based on the Employment Cost Index by the U.S. Bureau of Labor Statistics.

REQUESTED ACTION

Award/Reject RFP No. 03-1920, Standby Contracts for Disaster Debris Management, Recovery and Response Services to the two highest ranked respondents, Ceres Environmental Services, Inc. and Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree Service for a period of five (5) years, as described in the memorandum from the Public Works Project Engineer dated September 8, 2020.

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date: 09/21/2025

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on **September 22, 2020**, by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, (“CITY”), and CERES ENVIRONMENTAL SERVICES, INC., (“CONTRACTOR or CERES”):

WITNESSETH:

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

Article 1- Scope of Disaster Debris Management, Recovery & Response Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Scope of Work are Services are described and in:

RFP No. 03-1920 Standby Contract for Disaster Debris Management, Recovery & Response Services for the CITY OF JACKSONVILLE BEACH, FLORIDA, for a period of five (5) years from the effective date of this agreement.

All services shall be performed in accordance with the Specifications prepared by the CITY Department of Public Works, and the proposed services will be awarded as one (1) Contract. Services shall be for all materials, equipment and services, including labor to perform Disaster Debris Management, Recovery and Response Services, of which the requirements and scope of services are detailed in:

Attachment “A”: **RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

Article 2: CITY’s Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which CONTRACTOR’s services are to be performed for the CITY.

Article 3: Terms of Agreement

This Agreement shall be effective after City Council action, and commence on **September 22nd, 2020**, and will continue in effect through five (5) years ending on **September 21st, 2025**.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR is not guaranteed a specific or certain amount of work under this Agreement.

Article 5: Disaster Event Notice to Proceed Agreement

For each disaster event, the standby contract shall be activated through an event “Notice to Proceed Agreement,” duly signed by and between the CITY and the CONTRACTOR, which includes the event Scope of Work and event negotiated pricing schedule. (An event negotiated pricing schedule shall not exceed the RFP Response Pricing whatsoever and shall not exceed the lowest of the current and/or particular event FEMA Cost Code Listing or other pricing policies/guidelines.)

Payment for the contracted services resulting from these RFP specifications will be paid for using the scheduled fees as the maximum pricing allowed, or as otherwise mutually agreed in the scope of services within each disaster event “Notice to Proceed” Agreement, and /or change orders thereto.

Additional necessary services, not included in the contract resulting from these RFP specifications, are to be identified in each disaster event Notice to Proceed Agreement and in change order(s) thereto, and are to be priced and paid as mutually agreed in the event agreement and / or in the change order(s), and must not exceed the pricing in the current version of the FEMA guidelines for pricing, equipment rates, cost codes listing(s), etc.

Article 6: Payment To Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

6.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

**RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS
MANAGEMENT, RECOVERY & RESPONSE SERVICES
(Attachment “A”).**

as set forth in the Contractor’s Bid Submittal (Attachment “B”) submitted by the Contractor in response to: **RFP No. 03-1920 STANDBY CONTRACT for DISASTER**

**DEBRIS MANAGEMENT, RECOVERY & RESPONSE SERVICES and
associated PROPOSAL TENDER FORM.**

6.2 *For Additional Services:* Notwithstanding the scope of work enumerated in

**Attachment “A”: RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS
MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

6.3 *Invoices.*

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

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

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

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

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

Article 7: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY - mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**
Term: 5 Years End Date: 09/21/2025

Effective Date: 09/22/2020

**Attachment "A": RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS
MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

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

Article 8: Contractor as Independent Contractor

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the CONTRACTOR.

Article 9: Subcontracting

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

Article 10: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party. Those persons and the notice addresses are provided at the end of this Agreement.

Article 11: Inspection of Work

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

Article 12: Right To Require Performance

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

Article 13: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 14: Insurance

- 14.1 *Hold Harmless*: The CITY shall be held harmless against all actions, lawsuits, and claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY's sole negligence.
- 14.2 *Payment on Behalf* of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- 14.3 *Loss Control/Safety*: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 14.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-

consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

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

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

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

- A. Workers Compensation Coverage is required.

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

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

- B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

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

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

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

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate

Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

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

Amounts: \$1,000,000 aggregate

D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

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

Amounts: Bodily Injury: \$1,000,000 each occurrence
\$1,000,000 Aggregate

Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

E. Professional Liability is not required.

F. Pollution Liability required of all Contractors and Subcontractors.

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

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

G. Excess or Umbrella Liability Coverage.

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

H. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended

coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

I. Certificates of Insurance

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

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

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

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

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

Article 15: Termination

The obligation to provide further services under this Agreement may be terminated:

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

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

Article 16: Indemnification

- A: General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the

specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 17: Notices

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

Article 18: Survival

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

Article 19: Severability

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

Article 20: Waiver

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

Article 21: Headings

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

Article 22: Contract Documents

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

22.1 Contract Agreement (all pages inclusive).

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date: 09/21/2025

**22.2 Attachment “A”: RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS
MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

22.3 Addendum numbers 1 through 1 inclusive to RFP No. 03-1920.

**22.4 Attachment “B,” RFP No. 03-1920 “PROPOSAL TENDER FORM” and “Required
Documents” submitted by Ceres Environmental Services, Inc.**

22.5 Attachment “C,” RFP No. 03-1920 “Council Approved Memo”

There are no Contract Documents other than those listed above in this Article 22. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 23: Governing Law and Attorney’s fees and costs

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

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CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date: 09/21/2025

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

This agreement was made and entered into as of the last signature date shown below and has Effective Date of **September 22, 2020** (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
William C. Latham, Mayor

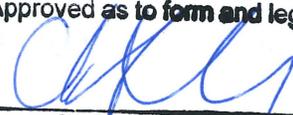
Date Signed: _____

BY: _____
Michael J. Staffopoulos, City Manager

Date Signed: _____

ATTEST: _____
Laurie Scott, City Clerk

Date Signed: _____

Approved as to form and legal sufficiency.

Chris Ambrosio, City Attorney

CONTRACTOR: CERES ENVIRONMENTAL SERVICES, INC.

BY: _____

PRINTED NAME: _____

TITLE: _____

Date Signed: _____

(CORPORATE SEAL)

ATTEST: _____

PRINTED NAME: _____

Date Signed: _____

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date: 09/21/2025

AGENT FOR SERVICE OF PROCESS

CITY:

CONTRACTOR:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative
(Article 9):

Designated Representative
(Article 9):

Name: Dennis W. Barron, Jr.

Name: _____

Title: Director of Public Works

Title: _____

Phone Number: 904-247-6219

Phone Number: _____

Facsimile Number: 904-247-6117

Facsimile Number: _____

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date: 09/21/2025

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on **September 22, 2020**, by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, (“CITY”), and SHAWNEE MISSION TREE SERVICE, INC. DBA ARBOR MASTERS TREE SERVICE, (“CONTRACTOR”):

WITNESSETH:

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

Article 1- Scope of Disaster Debris Management, Recovery & Response Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Scope of Work are Services are described and in:

RFP No. 03-1920 Standby Contract for Disaster Debris Management, Recovery & Response Services for the CITY OF JACKSONVILLE BEACH, FLORIDA, for a period of five (5) years from the effective date of this agreement.

All services shall be performed in accordance with the Specifications prepared by the CITY Department of Public Works, and the proposed services will be awarded as one (1) Contract. Services shall be for all materials, equipment and services, including labor to perform Disaster Debris Management, Recovery and Response Services, of which the requirements and scope of services are detailed in:

Attachment “A”: **RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

Article 2: CITY’s Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which CONTRACTOR’s services are to be performed for the CITY.

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This Agreement shall be effective after City Council action, and commence on **September 22nd, 2020**, and will continue in effect through five (5) years ending on **September 21st, 2025**.

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Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Agreement shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR is not guaranteed a specific or certain amount of work under this Agreement.

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For each disaster event, the standby contract shall be activated through an event “Notice to Proceed Agreement,” duly signed by and between the CITY and the CONTRACTOR, which includes the event Scope of Work and event negotiated pricing schedule. (An event negotiated pricing schedule shall not exceed the RFP Response Pricing whatsoever and shall not exceed the lowest of the current and/or particular event FEMA Cost Code Listing or other pricing policies/guidelines.)

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The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

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**RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS
MANAGEMENT, RECOVERY & RESPONSE SERVICES
(Attachment “A”).**

as set forth in the Contractor’s Bid Submittal (Attachment “B”) submitted by the Contractor in response to: **RFP No. 03-1920 STANDBY CONTRACT for DISASTER**

**DEBRIS MANAGEMENT, RECOVERY & RESPONSE SERVICES and
associated PROPOSAL TENDER FORM.**

6.2 *For Additional Services:* Notwithstanding the scope of work enumerated in

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MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

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

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

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

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

Article 10: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party. Those persons and the notice addresses are provided at the end of this Agreement.

Article 11: Inspection of Work

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

Article 12: Right To Require Performance

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

Article 13: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 14: Insurance

- 14.1 *Hold Harmless*: The CITY shall be held harmless against all actions, lawsuits, and claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY's sole negligence.
- 14.2 *Payment on Behalf* of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- 14.3 *Loss Control/Safety*: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 14.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-

consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

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

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

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

- A. Workers Compensation Coverage is required.

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

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

- B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

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

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

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

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate

Property Damage:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

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

Amounts: \$1,000,000 aggregate

D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

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

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate

Property Damage:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

E. Professional Liability is not required.

F. Pollution Liability required of all Contractors and Subcontractors.

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

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

G. Excess or Umbrella Liability Coverage.

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

H. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended

coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

I. Certificates of Insurance

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

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

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

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

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

Article 15: Termination

The obligation to provide further services under this Agreement may be terminated:

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

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

Article 16: Indemnification

- A: General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the

specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 17: Notices

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

Article 18: Survival

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

Article 19: Severability

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

Article 20: Waiver

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

Article 21: Headings

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

Article 22: Contract Documents

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

22.1 Contract Agreement (all pages inclusive).

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date:09/21/2025

**22.2 Attachment “A”: RFP No. 03-1920 STANDBY CONTRACT for DISASTER DEBRIS
MANAGEMENT, RECOVERY & RESPONSE SERVICES.**

22.3 Addendum numbers 1 through 1 inclusive to RFP No. 03-1920.

**22.4 Attachment “B,” RFP No. 03-1920 “PROPOSAL TENDER FORM” and “Required
Documents” submitted by Shawnee Mission Tree Service, Inc. dba Arbor Masters Tree
Service.**

22.5 Attachment “C,” RFP No. 03-1920 “Council Approved Memo”

There are no Contract Documents other than those listed above in this Article 22. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 23: Governing Law and Attorney’s fees and costs

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

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CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Effective Date: 09/22/2020

Term: 5 Years

End Date: 09/21/2025

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

This agreement was made and entered into as of the last signature date shown below and has Effective Date of **September 22, 2020** (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
William C. Latham, Mayor

Date Signed: _____

BY: _____
Michael J. Staffopoulos, City Manager

Date Signed: _____

ATTEST: _____
Laurie Scott, City Clerk

Date Signed: _____

**CONTRACTOR: SHAWNEE MISSION TREE SERVICE, INC.,
D/B/A ARBOR MASTERS TREE SERVICE**

BY: _____

PRINTED NAME: _____

TITLE: _____

Date Signed: _____

(CORPORATE SEAL)

ATTEST: _____

PRINTED NAME: _____

Date Signed: _____

CONTRACT AGREEMENT for City RFP 03-1920
City of Jacksonville Beach, Public Works Department

Effective Date: 09/22/2020

TITLE: **Standby Contract for Disaster Debris
Management, Recovery & Response Services**

Term: 5 Years

End Date: 09/21/2025

AGENT FOR SERVICE OF PROCESS

CITY:

CONTRACTOR:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Department of Public Works

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative
(Article 9):

Designated Representative
(Article 9):

Name: Dennis W. Barron, Jr.

Name: _____

Title: Director of Public Works

Title: _____

Phone Number: 904-247-6219

Phone Number: _____

Facsimile Number: 904-247-6117

Facsimile Number: _____

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8145 revising and amending City Code of Ordinances Chapters 12 and 34 to adapt the City's Code to new Florida Statute §509.102, pertaining to Mobile Food Dispensing Vehicles

DATE: September 9, 2020 (Second Reading)

BACKGROUND

City Code of Ordinances Chapters 12 and 34 address local regulations and permit requirements of Mobile Food Vending Vehicles. The City permits the operation of a mobile food vendors in Commercial Limited: C-1, Commercial General: C-2, Commercial Service: CS, Central Business District: CBD, Industrial: I-1, and certain commercial Planned Unit Development and Redevelopment District zoning districts within the City.

Florida Statute §509.102 (mobile food dispensing vehicles; preemption) became effective on July 1, 2020. The Statute defines mobile food dispensing vehicle ("MFDV"), and preempts to the State of Florida, regulation of MFDV licenses, registrations, permits, and fees. It further mandates that a local government may not require a separate license, registration, or permit as a condition for the operation of a MFDV within the local jurisdiction, and that a local governmental entity may not prohibit MFDV from operating within the entirety of the entity's jurisdiction. It also provides that the Statute may not be construed to affect a local governmental entity's authority to regulate the operation of MFDV other than the regulations described in subsection (2) of the Statute.

The City Attorney and City Departments created a MFDV Application Packet, in place of the former Mobile Food Vending Permit Application Packet, in order to adapt to §509.102. The City's Code of Ordinances Chapters 12 and 34 need revision in order to adapt, conform, and comply with the Statute. This proposed Ordinance revises and amends certain portions of the Code of Ordinances. When this Ordinance passes final adoption, the Application Packet will be revised to account for the adopted Ordinance. On August 24, 2020, the Planning Commission recommended approval of the Ordinance to the extent it amends Chapter 34 (LDC), and the Commission supports the proposed changes to Chapter 12. On September 8, 2020, City Council approved the First Reading of the Ordinance.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8145 to revise and amend the City's Code of Ordinances Chapters 12 and 34 to conform and comply with Florida Statute §509.102.

Introduced by: Council Member Chris Hoffman
1st Reading: September 8, 2020
2nd Reading: _____

ORDINANCE NO. 2020-8145

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

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

WHEREAS, the City permits the operation of a mobile food dispensing vehicle in Commercial Limited: C-1, Commercial General: C-2, Commercial Service: CS, Central Business District: CBD, Industrial: I-1, and certain commercial Planned Unit Development: PUD and Redevelopment District: RD zoning districts within the City; and

WHEREAS, the City requires a mobile food vendor who desires to operate a mobile food dispensing vehicle located on private property within certain City zoning districts to submit a completed mobile food dispensing vehicle application and to obtain approval prior to selling food to the general public; and

WHEREAS, Florida Statute §509.102 (mobile food dispensing vehicles; preemption) became effective on July 1, 2020, it defines mobile food dispensing vehicle, and preempts to the State of Florida the area of regulation of mobile food dispensing vehicles licenses, registrations, permits, and fees; and

WHEREAS, Florida Statute §509.102(2) further mandates that a municipality, county, or other local governmental entity may not require a separate license, registration, or permit as a condition for the operation of a mobile food dispensing vehicle within the entity's jurisdiction, and that a municipality, county, or other local governmental entity may not prohibit mobile food dispensing vehicles from operating within the entirety of the entity's jurisdiction; and

WHEREAS, Florida Statute §509.102(3) provides that this section may not be construed to affect a municipality, county, or other local governmental entity's authority to regulate the operation of mobile food dispensing vehicles other than the regulations described in subsection (2); and

WHEREAS, the City has revised its mobile food dispensing vehicle information and guidelines application packet accordingly to comply with or conform to Florida Statute §509.102,

and still preserve required procedures and regulations for the operation of mobile food dispensing vehicles in the City; and

WHEREAS, the City Council desires to revise and amend certain portions of its Code of Ordinances as set forth in this Ordinance to adapt to and conform with Florida Statute §509.102, but still maintain aspects of its mobile food dispensing vehicle application packet and required documentation which are still allowed by the State; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes and is in the best interests of the public health, safety, and welfare of the citizens of the City of Jacksonville Beach.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct and made a part of this Ordinance.

SECTION 2. CHAPTER 12, ARTICLE II, DIVISION 2, SECTION 12-33 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:¹

Sec. 12.33. – Mobile food ~~vending~~ dispensing vehicles.

(1) Definitions.

- b. *Mobile food ~~vending~~ dispensing vehicle* means a ~~vehicle-mounted public food service establishment that is either self-propelled or otherwise movable from place to place. A mobile food vending vehicle is further defined as having, as part of the vehicle, a three-compartment sink for washing, rinsing and sanitizing equipment and utensils; a separate hand wash sink; adequate refrigeration and storage capacity; full provision of power utilities including electrical, LP-gas, or a portable power generation unit; a potable water holding tank; and a means for liquid waste containment and disposal~~ any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
- c. *Mobile food vendor* means any person or business selling food from a mobile food ~~vending~~ dispensing vehicle from which food items are sold to the general public.

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

- d. Operator means the owner, licensee, proprietor, lessee, manager, assistant manager, or appointed agent of a public lodging establishment or public food service establishment.
- e. Public food service establishment means any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared prior to being delivered to another location for consumption. The term includes a culinary education program, as defined in Florida Statute §381.0072(2), which offers, prepares, serves, or sells food to the general public, regardless of whether it is inspected by another state agency for compliance with sanitation standards.

(2) Location, permit, and separation requirements.

- a. Mobile food ~~vendors~~ dispensing vehicles may be located on a lot in a Commercial Limited: C-1, Commercial General: C-2, Commercial Service: CS, Central Business District: CBD, I-1: Industrial, and certain commercial Planned Unit Development: PUD and Redevelopment District: RD zoning districts, as determined by the City Planning and Development Department, having six thousand (6,000) square feet or more of area, and containing a principal building or use. The maximum number of mobile food ~~vendors~~ dispensing vehicles per lot is limited as follows:

 - i. Maximum of one ~~(1)~~ mobile food vendor on lots having ~~containing~~ six thousand (6,000) to forty-three thousand five hundred fifty-nine (43,559) square feet of area;
 - ii. Maximum of two ~~(2)~~ mobile food vendors on lots having ~~containing~~ forty-three thousand five hundred fifty-nine (43,559) or more square feet of area.
- ~~b. Mobile food vending permits, unless sooner suspended or revoked, shall be valid for an initial period that coincides with the expiration date established for this section.~~
- ~~eb. Approved State licenses and permits must be attached to the mobile food vending dispensing vehicle where they are readily visible and shall include the name, mailing address, and valid phone number of the mobile food vending vehicle owner and shall list the addresses and parcel identification numbers where the permit is valid.~~
- ~~d. Routine inspections may be conducted by code enforcement inspectors, building code inspectors, fire inspectors, or police officers on each mobile food vending vehicle at any time and at any frequency deemed appropriate by the city.~~
- ec. Mobile food ~~vending~~ dispensing vehicles must be located at least ~~one hundred (100) feet (100')~~ (100') from the main entrance to any eating establishment or similar food service business and ~~one hundred (100) feet (100')~~ (100') from any outdoor dining area.

This separation requirement shall apply only during the normal hours of operation of the eating establishment or similar food service business or outdoor dining area.

- ~~fd.~~ Mobile food vending dispensing vehicles:
- ~~i.~~ are not allowed to Must be located ~~within~~ outside of a required sight visibility triangle at the intersection of a driveway, alleyway, or public street with another public street as set forth in Chapter 34 of this Code of Ordinances;
 - ~~ii.~~ or Shall be located no closer than ~~within~~ five (5) feet (5') of a public sidewalk, utility box or vault, handicapped ramp, building entrance, or exit, or emergency access/exit way; and
 - ~~iii.~~ Must not locate within any area of the lot that impedes, endangers, or interferes with pedestrian or vehicular traffic. Mobile food vending dispensing vehicles must be located a minimum distance of ~~fifteen (15) feet (15')~~ in all directions away from a fire hydrant; and
 - ~~iv.~~ May not occupy or prevent access to any handicap accessible parking space.
- ~~e.~~ Mobile food vending vehicles may not occupy or prevent access to any handicap accessible parking space.

(3) Hours of operation, Signage and noise.

~~One (1) free standing sandwich board or A-frame type sign is permitted on private property for each mobile food vendor. The total size of the sign may not exceed forty two (42) inches in height or thirty six (36) inches in width. No audio amplification is permitted as part of a mobile food vending operation.~~

- ~~a.~~ The mobile food vendor or designee must be present at all times during operation of the mobile food dispensing vehicle. Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food dispensing vehicle is located within 150 feet (150') of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m.
- ~~b.~~ One (1) freestanding sandwich board or A-frame type sign is permitted on private property for each mobile food dispensing vehicle. The total size of the sign may not exceed 42 inches (42") in height or 36 inches (36") in width.
- ~~c.~~ No audio amplification is authorized as part of a mobile food vending dispensing vehicle operation.
- ~~d.~~ The mobile food dispensing vehicle, signage and any associated outdoor seating must be removed from its approved locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk.

(4) Hours of operation Waste Management.

- a. Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food vending vehicle is located within one hundred fifty (150) feet of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m. The mobile food vendor is responsible for the proper disposal of waste and trash associated with the permitted mobile food dispensing vehicle operation. City trash receptacles shall not be used for this purpose. At a minimum, mobile food vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Mobile food vendors must keep all areas within 25 feet (25') of the vehicles and any associated seating areas clean of grease, trash, paper, cups, or cans associated with the mobile food dispensing operation.
- b. The mobile food vending operator or his or her designee must be present at all times. Liquid waste or grease shall be disposed of at an approved location (for example, an approved commissary) and shall not be placed in tree pits, storm drains, or onto any sidewalk, street, or any other public space. Under no circumstances shall grease be released or disposed of in the City's sanitary or storm sewer systems. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the responsible mobile food vendor will be required to cease operation immediately, clean up the improperly disposed material to the satisfaction of the City, and shall not resume operation of the mobile food dispensing vehicle until an alternate method of disposal has been approved by the City Public Works Department.
- c. The mobile food vending vehicle and any associated outdoor seating must be removed from its permitted locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk. If the proposed commissary is located within the City of Jacksonville Beach, written approval for its use from the Public Works Department is required.
- d. With the exception of allowable outdoor seating areas, all equipment required for the operation must be contained within, attached to, or within three feet (3') of the mobile food dispensing vehicle; and all food preparation, storage, and sales/distribution shall be in compliance with all applicable sanitary regulations.

(5) ~~Waste Management~~ Annual local business tax receipt required.

- a. ~~The mobile food vendor is responsible for the proper disposal of waste and trash associated with the permitted operation. City trash receptacles shall not be used for this purpose. At a minimum, vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Vendors must keep all areas within twenty five (25) feet of the vehicles and any associated seating areas clean of grease, trash, paper, cups or cans associated with the vending operation~~ In accordance with Florida Statute §509.102, a separate local license and/or permit is not required to operate a mobile food dispensing vehicle within the City of Jacksonville Beach.
- b. ~~Liquid waste or grease shall be disposed of at an approved location (for example, an approved commissary) and shall not be placed in tree pits, storm drains, or onto any sidewalk, street, or any other public space. Under no circumstances shall grease be released or disposed of in the city's sanitary or storm sewer systems. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the responsible mobile food vending business will be required to cease operation immediately, clean up the improperly disposed material to the satisfaction of the city, and shall not resume operation until an alternate method of disposal has been approved by the public works department~~ For each vending location, a City of Jacksonville Beach annual local business tax receipt shall be applied for, paid for and issued before engaging in any business or commercial activity. A copy of a valid local business tax receipt must be clearly displayed on the mobile food dispensing vehicle and shall be renewed annually.
- c. ~~With the exception of allowable outdoor seating areas, all equipment required for the operation must be contained within, attached to or within three (3) feet of the mobile food vending vehicle; and all food preparation, storage, and sales/distribution shall be in compliance with all applicable sanitary regulations~~ To obtain a mobile food dispensing vehicle local business tax receipt, the mobile food vendor must provide the City Clerk with a City of Jacksonville Beach mobile food dispensing vehicle application packet and evidence of possessing all applicable zoning approvals, State of Florida licenses and permits, including, but not limited to, the following:
 - i. Department of Business and Professional Regulations (MFDV License);
 - ii. Florida Department of Health (License);
 - iii. Department of Highway Safety and Motor Vehicles (Drivers License(s) for the applicant/legal business owner and all authorized mobile food dispensing vehicle drivers); and
 - iv. City of Jacksonville Beach Fire Marshal fire safety inspection report showing vehicle is code compliant with NFPA 1- 50.7, NFPA 96.

~~(6) — Licenses and permits required. For each location, a City of Jacksonville Beach business tax receipt for the mobile food vending business must be obtained; and all required State of Florida, Duval County, and City of Jacksonville Beach permits, licenses, and business tax receipt must be~~

~~clearly displayed on the mobile food vending unit. Prior to the issuance of a City of Jacksonville Beach mobile food vending business tax receipt, the vendor shall provide evidence of having obtained all applicable State of Florida and Duval County licenses and permits, and obtained approval from the City of Jacksonville Beach Public Works Department for the method for the disposal of grease within an approved grease disposal facility. A mobile food vending business tax receipt shall be renewed annually.~~

(76) Application submittal requirements. Applications for the operation of a mobile food dispensing vehicle vendor permits must include the following information:

- a. Name, address, telephone number, and email address of the applicant and vehicle the owner, where applicable of the vehicle if not the same as the applicant.
- b. Description of the types of food and/or beverages to be sold, proposed hours of operation, and mobile food establishment business name.
- c. Color photograph of the mobile food ~~vending~~ dispensing vehicle depicting the its current condition of the unit.
- d. ~~Address of proposed vending site(s), including the property address, property owner's name and telephone number, and the name of the principal business located on the property where applicable~~ Vending location and property owner information, including the legal property/site address(es), parcel identification number(s), name, address, emergency telephone number, email address, and existing principal business name.
- e. Vending location ~~Site plan for each proposed vending site, drawn to scale, depicting the following information:~~
 - i. Total ~~square footage~~ lot area of the property;
 - ii. Location and square footage of ~~the existing principal and accessory use(s) and associated parking spaces, where applicable;~~
 - iii. Proposed location for the mobile food ~~vending~~ dispensing vehicle; and
 - iv. Location of ingress/egress to the site.
- f. ~~Street Address of proposed location to store~~ where the mobile food vending dispensing vehicle is stored when not in use.
- g. Copies of all permits and business licenses required by the State of Florida ~~and Duval County.~~
- h. ~~Notarized Fully executed commissary agreement confirming verifying~~ the mobile food vendor is operating in conjunction with a licensed commissary in accordance with Florida Statutes, where applicable. ~~All commissaries must be pre-approved by the city prior to issuance of a mobile food vendor permit.~~

- i. Completed and Notarized property owner affidavit signed by each property owner indicating that the vendor applicant has permission to vend on his/her property. The affidavit must also indicate that the property owner and acknowledged the following requirements responsibilities:
 - i. The property owner shall comply with all ordinances regarding solid waste disposal, and shall provide the mobile food vendor access to solid waste collection on the subject property;
 - ii. The property owner shall require that the mobile food vendors meet all applicable federal, state and local statutes, regulations, laws, ordinances, rules and codes; including but not limited to permitting requirements regarding his/her specific business;
 - iii. The property owner ~~shall acknowledge that she/he~~ understands the regulations governing the mobile food vendors dispensing vehicle and shall be held responsible, along with the mobile food vendor, for any zoning code violations; and
 - iv. The property owner shall ensure that the property is continuously maintained in a neat, clean, and orderly manner.
- j. Proof of business insurance, issued by an insurance company that is licensed to do business in the State of Florida, and which ~~protects~~ insures the applicant ~~from against~~ all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the mobile food dispensing vehicle vendor.
- k. Copy of Jacksonville Beach Fire Marshal Fire Safety Inspection Report showing vehicle is code compliant with NFPA 1-50.7, NFPA 96.
- l. Completed Mobile Food Dispensing Vehicle Local Business Tax Receipt form.

(87) Enforcement procedure.

- a. ~~Revocation.~~ If at any time, the State of Florida or Duval County ~~revokes or suspends the issued mobile food vending permit, the City of Jacksonville Beach business tax receipt for the mobile food vending business will be simultaneously revoked or suspended. A mobile food vendor who has his or her permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food vending permit for a period of ninety (90) days after the effective date of such action.~~ Inspections may be conducted by code enforcement inspectors, building code inspectors, fire marshal or designee, or police officers on each mobile food dispensing vehicle at any time and at any frequency deemed appropriate by the City.
- b. ~~Other violations.~~ If at any time evidence is provided that a mobile food vending business is being operated in a way that does not comply with these regulations, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to the special magistrate for a hearing and disposition in

~~accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances~~ If at any time, the State of Florida revokes or suspends the issued mobile food dispensing vehicle permit, the City of Jacksonville Beach local business tax receipt will be simultaneously revoked or suspended. A mobile food dispensing vehicle that has its State license or permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food dispensing vehicle authorization or a local business tax receipt for a period of 90 days after the effective date of such action.

- c. If at any time evidence is provided that a mobile food dispensing vehicle is being operated in a way that does not comply with these guidelines, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to the Special Magistrate for a hearing and disposition in accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances.

(8) *Enforcement procedure* Non-transferability. All mobile food dispensing vehicle operation locations approved by the City are non-transferable upon the sale or transfer of ownership of the mobile food dispensing vehicle. All local business tax receipts issued by the City are non-transferrable upon the sale or transfer of ownership of the mobile food dispensing vehicle. Each location application for operation of a mobile food dispensing vehicle requires separate zoning approval and a separate local business tax receipt.

- a. ~~*Revocation.* If at any time, the State of Florida or Duval County revokes or suspends the issued mobile food vending permit, the City of Jacksonville Beach business tax receipt for the mobile food vending business will be simultaneously revoked or suspended. A mobile food vendor who has his or her permit declared null and void or revoked for any of the reasons set forth in this section shall not be allowed to reapply for a mobile food vending permit for a period of ninety (90) days after the effective date of such action.~~

- b. ~~*Other violations.* If at any time evidence is provided that a mobile food vending business is being operated in a way that does not comply with these regulations, a notice of violation shall be issued to the lot owner and mobile food vendor and the violation shall be referred to the special magistrate for a hearing and disposition in accordance with the provisions of Article VI Code Enforcement of Chapter 2 Administration of this Code of Ordinances.~~

SECTION 3. CHAPTER 34, ARTICLE IV, SECTION 34-41 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-41. – General.

Mobile food dispensing vehicle means a ~~vehicle-mounted public food service establishment that is either self-propelled or otherwise movable from place to place. A mobile food vending vehicle is further defined as having, as part of the vehicle, a three-compartment sink for washing, rinsing and sanitizing equipment and utensils; a separate hand wash sink; adequate refrigeration and storage capacity; full provision of power utilities including electrical, LP-gas, or a portable power generation unit; a potable water holding tank; and a means for liquid waste containment and disposal~~ any vehicle that is a public food service establishment and that is self-propelled or otherwise moveable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

Mobile food vendor means any person or business selling food from a mobile food ~~vending~~ dispensing vehicle from which food items are sold to the general public.

SECTION 4. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-342 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-342. - Commercial limited: C-1.

(b) *Permitted uses.*

(26) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food Vending Dispensing Vehicles* of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 5. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-343 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-343. - Commercial general: C-2.

(b) *Permitted uses.*

(30) Mobile food ~~vendors~~ dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food Vending Dispensing Vehicles* of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 6. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-344 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-344. - Commercial service: CS.

(b) *Permitted uses.*

(20) Mobile food vendors dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food Vending Dispensing Vehicles* of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 7. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-345 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 34-345. - Central business district: CBD.

(b) *Permitted uses.*

(25) Mobile food vendors dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food Vending Dispensing Vehicles* of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 8. CHAPTER 34, ARTICLE VII, DIVISION 2, SECTION 34-346 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec 34-346. Industrial district: I-1

(b) *Permitted uses.*

(21) Mobile food vendors dispensing vehicle as defined in and in accordance with the provisions of Section 12-33 *Mobile Food Vending Dispensing Vehicles* of Chapter 12 *Food and Food Products* of this Code of Ordinances.

SECTION 9. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 10. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

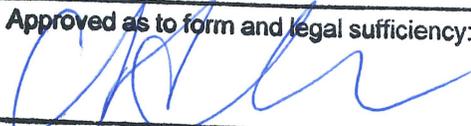
SECTION 11. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 12. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2020.

William C. Latham, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:


Chris Ambrosio, City Attorney

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6231

Fax: 904.247.6107

Planning@jaxbchfl.net

www.jacksonvillebeach.org

MEMORANDUM

To: Mike Staffopoulos, City Manager

From: Heather Ireland, Senior Planner

Re: Ordinance No. 2020-8149, amending PUD Rezoning Ordinance No. 99-7765 governing the property located at 2520-2902 Isabella Boulevard, by providing a new project narrative and preliminary development plan. (Isabella Office PUD)

Date: August 27, 2020

BACKGROUND

The subject property is located on the west side of Isabella Boulevard, south of Osceola Avenue. The commercial property consists of five (5) existing buildings. In 1999 the property was rezoned from Residential, single-family: RS-2 to Planned Unit Development: PUD zoning via Ordinance No. 99-7765 (Isabella Office Center PUD). Permitted uses listed under the ordinance include business and professional offices, financial institutions, insurance and real estate offices, travel agencies, and business service offices. In 2008, Ordinance No. 99-7765 was amended via Ordinance No. 2008-7949 to add two conditional uses to the existing list of uses. These conditional uses added were "physical fitness facilities" and "dance studios and schools".

In 2013, an individual vacant lot under separate ownership at the time, and situated between the northerly two buildings of the existing PUD (Lot 4, Block 30) was also rezoned from RS-2 to PUD under Ordinance No. 2013-8030. The applicant identified identical permitted uses to the existing Isabella Office Center PUD project. The original Isabella Office Center PUD, Lot 4 (vacant), and the six (6) existing commercial buildings on the east side of Isabella Boulevard (Osceola Professional Center) are now under common ownership.

The six (6) commercial buildings on the east side of Isabella Boulevard were rezoned from RS-2 to PUD (Osceola Professional Center PUD) in 2011 under Ordinance 2011-8007. The list of permitted uses approved under the 2011 Ordinance included the same uses as the Isabella Office Center PUD project narrative and several others. The property owner now wishes to amend the Isabella Office Center PUD to permit the same exact list of uses that are permitted in the commercial building immediately to the east in the Osceola Professional Center PUD. The list of proposed permitted uses for the Isabella



Office Center PUD is provided in the updated project narrative. Additionally, the property owner is proposing to amend the preliminary development plan for the Isabella Office Center PUD to consolidate the two original PUD ordinances and include Lot 4.

Adjacent uses include the Osceola Professional Center and multiple-family residential to the east, a retention pond, and single-family residential to the south, a municipal retention pond to the west, and commercial and single-family residential to the north across Osceola Avenue. Considering that the PUD amendment request is to permit identical uses that are already permitted in the commercial buildings immediately to the east of the subject property, and that there are no known issues with the current range and mix uses in the Osceola Professional Center, adjacent properties should not be negatively impacted.

The Planning Commission voted unanimously to recommend approval of the proposed amendments by the City Council at their August 24, 2020 public hearing.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8149, amending PUD Rezoning Ordinance No. 99-7765 governing the property located at 2520-2902 Isabella Boulevard, by providing a new project narrative and preliminary development plan. (Isabella Office Center PUD)

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

ORDINANCE NO. 2020-8149

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

WHEREAS, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

WHEREAS, the City Council approved the rezoning of certain property in the City from Residential, single-family: RS-2 to Planned Unit Development: PUD on August 2, 1999 via Ordinance No. 99-7765, to establish the Isabella Office Center PUD; and

WHEREAS, the City Council approved an amendment to the Isabella Office Center PUD on April 7, 2008 via Ordinance 2008-7949 to amend the project narrative, adding conditional uses; and

WHEREAS, the City Council also approved the rezoning of certain property in the City from Residential, single-family: RS-2 to Planned Unit Development: PUD on September 3, 2013 via Ordinance No. 2013-8030, to rezone Lot 4, Block 30, Jacksonville Beach Heights to permit the same uses as the Isabella Office Center PUD; and

WHEREAS, the owners of all certain property described herein have applied to the City Council to amend Ordinance No. 99-7765 to include the subject property of Ordinance No. 2013-8030 within the Ordinance No. 99-7765 PUD, by amending the preliminary development plan and by updating the project narrative to amend the list of proposed uses; and

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

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

SECTION 1. That the City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

SECTION 2. That Planned Unit Development: PUD Ordinance No. 99-7765 is hereby amended to add permitted uses as identified in the PUD Project Narrative submitted with the rezoning application dated July 20, 2020 as attached hereto as Exhibit A; and

SECTION 3. That Planned Unit Development: PUD Ordinance 99-7765 is hereby amended by providing a new preliminary development plan dated July 13, 2020, and attached hereto as Exhibit B; and.

SECTION 4. Except as provided herein, all other portions of Ordinance No. 99-7765 and all other portions of the Jacksonville Beach Land Development Code and Zoning Atlas shall remain in effect.

SECTION 5. All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may be in conflict, hereby repealed.

SECTION 6. This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

AUTHENTICATED THIS _____ DAY OF _____, 2020.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

Isabella Boulevard, L.C.

P.O. Box 1426
Ponte Vedra Beach, FL 32082
timbenner@mac.com

www.osceolapc.com
Telephone (904) 545-2243
Fax (904) 247-0209

July 13, 2020

Bill Mann
Senior Planner
City of Jacksonville Beach
Eleven North Third Street
Jacksonville Beach, FL 32250

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JUL 13 2020

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Re: Amendment to Modify the PUD Defined in Ordinance NO. 99-7765, Dated July 19th, 1999, Related to the Osceola Professional Center parcels Owned by Isabella Boulevard, L.C., West of Isabella Blvd.

Dear Bill:

I am writing to request a modification to the above referenced PUD, adding the same permitted uses defined in the Osceola Professional Center PUD (Ordinance No. 2011-8007) to the permitted uses defined in the PUD referenced above. This Amendment would make all of the allowed uses within the Osceola Professional Center Office Park and it's total 12 buildings equal or the same.

Please find attached:

- 1) Legal Description of the land on which the Amendment is proposed.
- 2) Copy of the Duval County Property Assessment map.
- 3) An 8.5" X 11" vicinity map locating the property proposed for amendment.
- 4) An aerial photograph.
- 5) A description of the current zoning district designation in the LDC, and Future Land Use Map designation in the Comprehensive Plan, of the land proposed for amendment.
- 6) \$1,000.00 Application Fee.

Below are the "Permitted Uses" defined in the Osceola Professional Center PUD (Ordinance No. 2011-8007), which I would like to incorporate into the PUD Defined in Ordinance NO. 99-7765, Dated July 19th, 1999, Related to the Osceola Professional Center parcels Owned by Isabella Boulevard, L.C., West of Isabella Blvd. If this is approved, then the 11 buildings located south of Osceola Avenue, between Almonaster Drive and the City drainage ditch, approximately 130' west of Isabella Blvd. will all have the same "Permitted Uses."

(b) **Permitted Uses.** The following uses are permitted as of right in the PUD zoning district.

- (1) Two-family dwellings, Multiple family dwellings, Townhouse dwellings, and Zero lot line detached single family dwellings, pursuant to **RM-1** Zoning Regulations.
- (2) Elderly-oriented group homes, group homes for the developmentally- or physically- disabled, or foster homes with less than six (6) residents.
- (3) Public parks, playgrounds and recreational facilities.
- (4) Religious organizations.
- (5) Elementary and secondary schools and technical institutes, including trade schools and vocational schools.
- (6) Business and professional offices as follows: Landscape architects, advertising, business and consumer credit reporting and collections and computer programming, data processing and other

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- computer services; doctors, dentists, miscellaneous health offices and clinics, veterinary services and clinics, legal , engineering, architecture, accounting, research, management.
- (7) Financial institutions, insurance and real estate offices.
 - (8) Nursing and personal care facilities.
 - (9) Child day care services.
 - (10) Adult day care services.
 - (11) Civic, social and fraternal organizations.
 - (12) Personal service establishment as follows: Beauty salon and barber shops, massage and miscellaneous personal services.
 - (13) Business services offices as follows: mailing, reproduction, commercial art and photography and stenographic services; and personnel supply services.
 - (14) Dance studios and schools.
 - (15) Music studios and schools.
 - (16) Nursing and personal care facilities, medical and dental laboratories, and miscellaneous health and allied services.
 - (17) Government use and essential public services, except correctional institutions.
 - (18) Essential public services.
 - (19) Libraries.
 - (20) Business offices for communications and utility services (no storage of vehicles, materials or equipment).
 - (21) Physical therapy and fitness facilities, membership sports and recreation clubs, medical and dental laboratories.

Your cooperation is greatly appreciated. I'm looking forward to working with you towards the completion of this Application, but until then I remain,

Yours truly,



Tim Benner
Managing Member

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JUL 13 2020

Book 9385 Pg 99

EXHIBIT 1

PLANNING & DEVELOPMENT

LEGAL DESCRIPTION

Lots 1 through 6, inclusive, Block 29 and Lots 1, 2, 3, 5, 6 and 7, Block 30, of Jacksonville Beach Heights Subdivision, as shown on Plat Book 11, page 40, current public records of Duval County, Florida.

The property is located along Isabella Boulevard immediately south of Osceola Avenue.

RE-RECORD Book 9415 Pg 9

Lot 4, Block 30, Jacksonville Beach Heights, a subdivision according to the plat thereof recorded at Plat Book 11, Page 40, in the Public Records of Duval County, Florida.

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JUL 20 2020

Ordinance No. 2020-8149 - Exhibit A

PLANNING & DEVELOPMENT

AMENDMENT TO THE
ISABELLA OFFICE PUD (Ord. No. 99-7765)
PUD – PROJECT NARRATIVE

(a) **Purpose.** This PUD Amendment is intended to add Lot 4, Block 30, currently owned by Isabella Blvd., LC and adopt the exact “Permitted Uses” defined in the Osceola Professional Center PUD. All other terms and conditions defined in the original ISABELLA OFFICE PUD (Ord. No. 99-7765) shall remain the same.

(b) **Amended Permitted Uses.** The following uses were taken from the OSCEOLA PROFESSIONAL CENTER PUD (Ord. No. 2011-8077) AND are permitted as of right in the ISABELLA OFFICE PUD zoning district.

- (1) Two-family dwellings, Multiple family dwellings, Townhouse dwellings, and Zero lot line detached single family dwellings, pursuant to **RM-1** Zoning Regulations.
- (2) Elderly-oriented group homes, group homes for the developmentally- or physically- disabled, or foster homes with less than six (6) residents.
- (3) Public parks, playgrounds and recreational facilities.
- (4) Religious organizations.
- (5) Elementary and secondary schools and technical institutes, including trade schools and vocational schools.
- (6) Business and professional offices as follows: Landscape architects, advertising, business and consumer credit reporting and collections and computer programming, data processing and other computer services; doctors, dentists, miscellaneous health offices and clinics, veterinary services and clinics, legal , engineering, architecture, accounting, research, management.
- (7) Financial institutions, insurance and real estate offices.
- (8) Nursing and personal care facilities.
- (9) Child day care services.
- (10) Adult day care services.
- (11) Civic, social and fraternal organizations.
- (12) Personal service establishment as follows: Beauty salon and barber shops, massage and miscellaneous personal services.
- (13) Business services offices as follows: mailing, reproduction, commercial art and photography and stenographic services; and personnel supply services.
- (14) Dance studios and schools.
- (15) Music studios and schools.
- (16) Nursing and personal care facilities, medical and dental laboratories, and miscellaneous health and allied services.
- (17) Government use and essential public services, except correctional institutions.
- (18) Essential public services.
- (19) Libraries.
- (20) Business offices for communications and utility services (no storage of vehicles, materials or equipment).

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PLANNING & DEVELOPMENT (21) Physical therapy and fitness facilities, membership sports and recreation clubs, medical and dental laboratories.

(c) **Maximum Commercial / Office square feet.** The maximum Commercial / Office square feet allowed in the PUD shall be 28,000 square feet.

(d) **Accessory uses.** The RM-1 Accessory uses shall apply to all permitted and accessory uses in the PUD zoning district, found in Land Development Code Sec. 34-392.

(e) **Dimensional standards.**
1) Residential - The RM-1 dimensional standards shall apply to all permitted, and accessory uses in the PUD zoning district.
2) Commercial / Office - Setbacks:
 Front Yard – 10 feet
 Side Yard – 5 feet
 Rear Yard – 10 feet

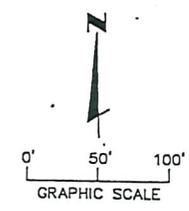
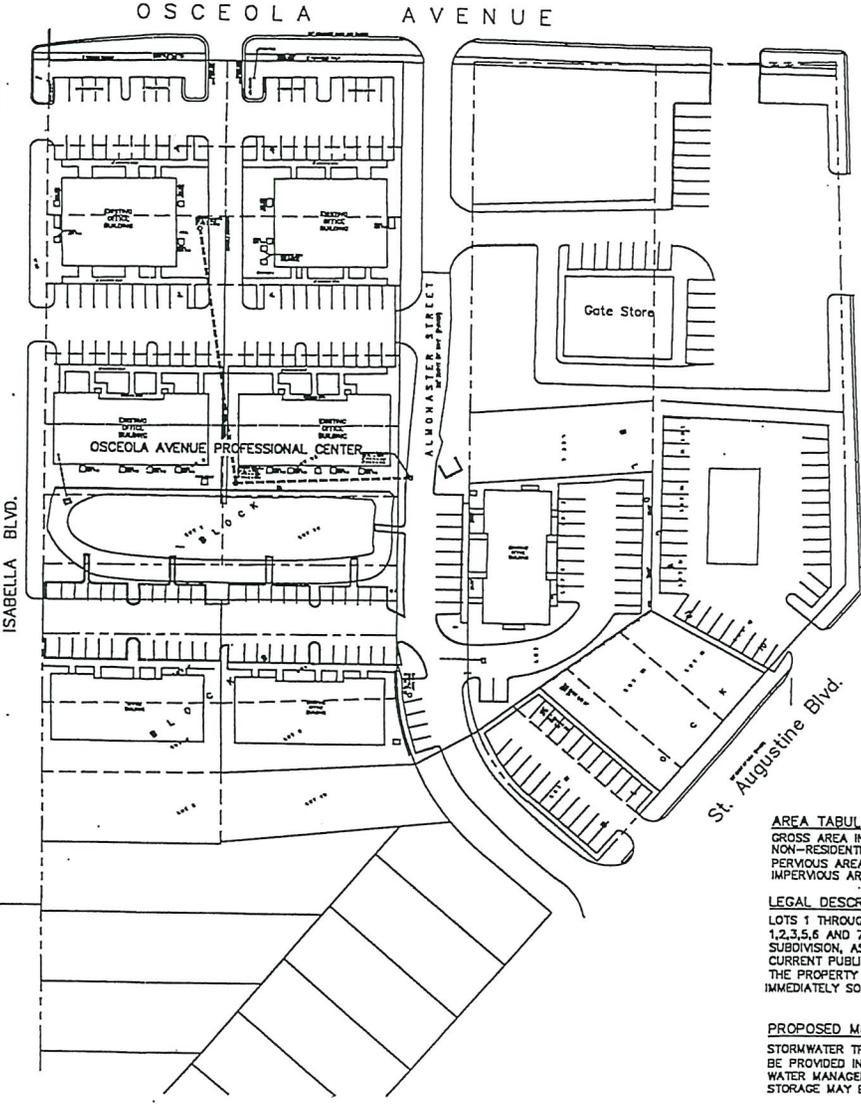
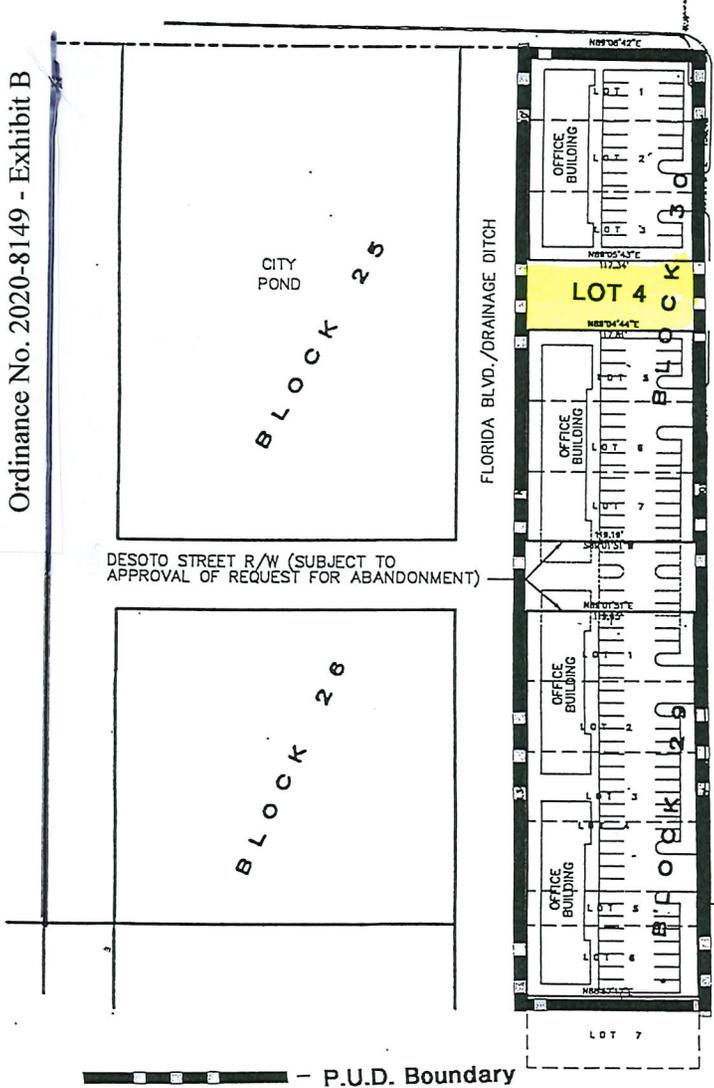
(f) **Off-street parking and loading.** The RM-1 Off-street parking and loading standards shall apply to all permitted, and accessory uses in the PUD zoning district.

(g) **Supplemental standards.** The supplemental standards for the PUD zoning district are found in Article VIII, Division 2.

(h) **Landscape standards.** The landscape standards for the PUD zoning district are found in Article VIII, Division 3.

(i) **Sign standards.** The sign standards for the PUD zoning district are found in Article VIII, Division 4.

(j) **Environmental standards.** The environmental standards for the PUD zoning



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AREA TABULATION
GROSS AREA IN DEVELOPMENT = 68,839 SQ. FT. (1.58 ACRES)
NON-RESIDENTIAL BUILDING AREA = 22,177 SQ. FT. (.51 ACRES)
PERVIOUS AREA = 26.12%
IMPERVIOUS AREA = 73.88%

LEGAL DESCRIPTION
LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 29 AND LOTS 1,2,3,5,6 AND 7, BLOCK 30, OF JACKSONVILLE BEACH HEIGHTS SUBDIVISION, AS SHOWN ON PLAT BOOK 11, PAGE 40 CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. THE PROPERTY IS LOCATED ALONG ISABELLA BOULEVARD IMMEDIATELY SOUTH OF OSCEOLA AVENUE.

PROPOSED MEANS OF DRAINAGE
STORMWATER TREATMENT AND ATTENUATION SHALL BE PROVIDED IN ACCORDANCE WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. UNDERGROUND STORAGE MAY BE UTILIZED.

- P.U.D. Boundary

Construction
The property of Connelly & Wicker Inc. is reproduced or copied in whole or in part as is used on any other project, and is not required.

CW Connelly & Wicker Inc.
Consulting Engineers
Jacksonville Beach, Florida
Destin, FL • Cashiers, N.C.

ISABELLA OFFICE CENTER
PREPARED FOR
FIRST COAST COMMUNITY REALTY

ISABELLA OFFICE CENTER
PRELIMINARY P.U.D.
DEVELOPMENT PLAN
7-13-20

No.	Date	Revision	By	Reg. Engineer

Project No.: 9801-24	Drawing: 1
Scale: 1"=100'	Sheet: 1 of 1
Date: 4/2/99	

OSCEOLA PROFESSIONAL CENTER

Five Buildings west of Isabella Blvd. are the Subject of the PUD modification.

PLANNING & DEVELOPMENT
Legend



Google Earth

© 2020 Google

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8150, amending Employee Benefits and Leave Policy to provide for an additional paid holiday (President's Day, 3rd Monday in February)

DATE: September 10, 2020 (Second Reading)

BACKGROUND

In September 2019, the City surveyed similarly situated municipalities regarding their paid holidays and benefits. All but one of the municipalities surveyed recognize President's Day as an official paid holiday, whereas the City does not. Attached is a copy of the survey from September 2019 when the City surveyed similarly situated municipalities.

In order to bring the City's paid holidays to a level consistent with other similarly situated municipalities, the City is recommending that President's Day the 3rd Monday in February, be added as an official paid holiday for employees and staff. Adding this holiday as a paid holiday observed by the City has been fully anticipated for the 2020/2021 Budget. On September 8, 2020, the City Council approved the First Reading of the Ordinance.

REQUESTED ACTION

Adopt/Deny Ordinance Number 2020-8150, amending the City Employee Benefits and Leave Policy to provide President's Day as an official paid holiday for employees and staff.

Paid Holidays	Jacksonville Beach	Atlantic Beach	Neptune Beach	Jacksonville	St Augustine	St Johns County	Orange Park	Fernandina
New Year's Day	Y	Y	Y	Y	Y	Y	Y	Y
Martin Luther King	Y	Y	Y	Y	Y	Y	Y	Y
President's Day	N	Y	Y	Y	Y	Y	Y	N
Good Friday	N	N	N	N	Y	Y	N	Y
Memorial Day	Y	Y	Y	Y	Y	Y	Y	Y
Independence Day	Y	Y	Y	Y	Y	Y	Y	Y
Labor Day	Y	Y	Y	Y	Y	Y	Y	Y
Veteran's Day	Y	Y	Y	Y	Y	Y	Y	Y
Thanksgiving Day	Y	Y	Y	Y	Y	Y	Y	Y
Day after Thanksgiving	Y	Y	Y	Y	Y	Y	Y	Y
Christmas Eve	Y	Y	Y	Y	Y	Y	Y	Y
Christmas Day	Y	Y	Y	Y	Y	Y	Y	Y
Total Paid Holidays	10	11	11	11	12	12	11	11

Introduced by: Council Member Chris Hoffman
1st Reading: September 8, 2020
2nd Reading: _____

ORDINANCE NO. 2020-8150

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

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

WHEREAS, the City desires to recruit and retain the most qualified employees and staff for the City of Jacksonville Beach; and

WHEREAS, the City has reviewed the benefits and paid leave of comparable cities in northeast Florida; and

WHEREAS, the great majority of similarly situated municipalities surveyed recognize President’s Day as an official paid holiday, whereas the City does not; and

WHEREAS, the City wishes to remain competitive in the marketplace for similarly situated municipalities; and

WHEREAS, the City recognizes the need for both Union and Nonunion employees and staff to enjoy rest, relaxation, revitalization, and time with family; and holidays help provide this in addition to stress release, incentive, and mental and physical health benefits for employees.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and are made a part of this Ordinance.

SECTION 2. AMENDMENT OF PERSONNEL BENEFIT AND LEAVE POLICIES. That the Nonunion Employee Personnel Policies and Union Collective Bargaining Agreements are amended for recognized holidays as follows:

SECTION 3. OBSERVED HOLIDAYS:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Year's Day
3rd Monday in January	Martin Luther King Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

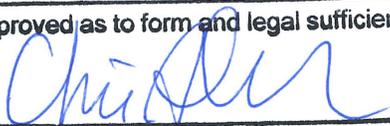
SECTION 4. DIRECTION TO AMEND CITY POLICY. The City Council intends that this Ordinance will immediately amend the City Employee Benefits and Leave Policy to provide for President's Day, the 3rd Monday in February, an additional paid holiday for employees and staff. The City Manager is directed to take any proper action necessary to accomplish this amendment.

SECTION 5. CONFLICTING ORDINANCES AND ACTS. All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 6. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2020.

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney

William C. Latham, Mayor

Laurie Scott, City Clerk

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Chris Ambrosio, City Attorney

SUBJECT: Ordinance No. 2020-8151, amending Chapter 8 - Cemeteries, Sec. 8-2 and Sec. 8-3 of the City Code of Ordinances to replace the City Clerk as cemetery records custodian, with the Parks and Recreation Department, as the proper and actual custodian of these records

DATE: September 10, 2020 (Second Reading)

BACKGROUND

The City Attorney previously submitted, and City Council approved, an ordinance that made necessary changes to the cemetery plot forms and to correct certain terms and designations in Chapter 8 – Cemeteries, of the City Code of Ordinances.

Currently, Chapter 8 sections 8-2 and 8-3 of the Code of Ordinances improperly designate the City Clerk as cemetery records custodian. The Parks and Recreation Department serves as the proper and actual custodian of these records. To make the necessary correction in the Code of Ordinances, this proposed Ordinance No. 2020-8151 is needed and would accomplish the revision.

The proposed ordinance will serve to clarify the records custodian designation, the processing and handling of public records requests, exercise of good record keeping, and improve City cemeteries documentation management. On September 8, 2020, City Council approved the First Reading of the Ordinance.

REQUESTED ACTION

Adopt/Deny Ordinance Number 2020-8151, amending Chapter 8, Sec. 8-2 and Sec. 8-3 of the City Code of Ordinances to replace the City Clerk as cemetery records custodian, with the Parks and Recreation Department.

Introduced by: Council Member Chris Hoffman

1st Reading: September 8, 2020

2nd Reading: _____

ORDINANCE NO. 2020-8151

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

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

WHEREAS, the City Clerk maintains several of the City’s records, but it does not maintain cemetery records of grantees, or any cemetery records; cemetery records are maintained by the Parks and Recreation Department; and

WHEREAS, currently sections 8-2 and 8-3 of the City Code of Ordinances designate the City Clerk as cemetery records custodian, however, the Parks and Recreation Department is the proper and actual custodian of these records; and

WHEREAS, the City Council of the City of Jacksonville Beach finds the proposed ordinance will serve to clarify the records custodian designation, the processing and handling of public records requests, exercise of good record keeping, and the regulation of City cemeteries.

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

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

SECTION 2. THAT SECTION 8-2 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:¹

Sec. 8-2. - ~~Same~~ City clerk Parks and Recreation Department to maintain record of grantees, etc.

The ~~city clerk~~ Parks and Recreation Department shall provide a bound book for the cemetery record, to be kept by the ~~city clerk~~ Parks and Recreation Department and each deed delivered under this chapter shall be duly entered, showing the name of grantee, date, the

¹ Words deleted are ~~stricken~~, words added are underlined.

description of the lot, number of grave spaces, date of opening each grave, name of undertaker, and such other data as may complete a record of the operation of the cemetery. In the absence of original deed such record shall be conclusive on any application for burial in any lot in the cemetery.

SECTION 3. THAT SECTION 8-3 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 8-3. Disinterments; molesting graves.

All applications for opening any grave shall be made in such form as may be provided and prescribed by the city manager and such applications shall be checked for lot described in cemetery record book by the ~~city clerk~~ Parks and Recreation Department and endorsed on such applications, and it shall be the duty of the city manager to cause the lot to be located on the ground as corresponding to the records, and the city manager is hereby authorized to adopt such reasonable uniform regulations as deemed essential for the protection, improvement and orderly operation of the cemeteries and file the same in the office of the ~~city clerk~~ Parks and Recreation Department, and it shall be unlawful for any person to open any grave, bury any body, or disinter any remains in the city cemeteries without a permit issued by the city—or commit any act of vandalism, willfully molest any grave, plat or markers thereof, or injure or appropriate any trees or growth, equipment or property therein and any person who shall violate this provision shall be guilty of a misdemeanor.

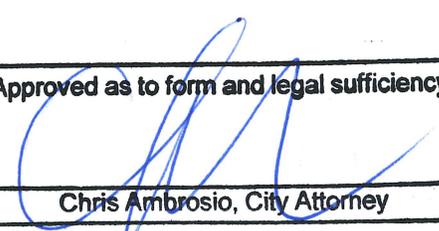
SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2020.

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney

William C. Latham, Mayor

Laurie Scott, City Clerk