City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, May 12, 2025 - 6:00 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

* 1.A. Approve minutes of the Town Hall Meeting held on April 5, 2025. 5 - 6
4-5-25 Town Hall Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

2.A. Public Works Week 2025 Proclamation 7
National Public Works Week

PUBLIC COMMENT

3. CITY MANAGER REPORTS

* 3.A. Accept the 90-Day Calendar (May - July 2025) 9 - 12
90-Day Calendar - May - July 2025

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

* 5.A. Environmental Stewardship Committee (ESC) Ordinance & Proposed Amendments 13 - 27
Proposed Amendments to ESC Ordinance

5.B. Fire Services

6. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COMMISSION AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY. SUPPORTING DOCUMENTATION AND STAFF RECOMMENDATIONS HAVE BEEN PREVIOUSLY SUBMITTED TO THE CITY COMMISSION ON THESE ITEMS.

6.A. Award continuing engineering services contracts to the recommended firms 29 - 44

listed in the staff report.
RFQ 25-01

6.B. Award continuing surveying services contracts to the four top ranked firms listed in the staff report. 45 - 60
RFQ 25-02

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

None.

9. ACTION ON ORDINANCES

* 9.A. **ORDINANCE NO. 25-25-46, Public Hearing and Final Reading** 61 - 93
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH AMENDING THE CODE OF ORDINANCES, CHAPTER 8 FLOOD HAZARD AREAS, TO SPECIFY ELEVATION OF MANUFACTURED HOMES AND TO CLARIFY PREVIOUSLY ADOPTED BUILDING ELEVATIONS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance No. 25-25-46

10. MISCELLANEOUS BUSINESS

None.

11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, visit www.coab.us/live.

If any person decides to appeal any decision made by the City Commission with respect to any matter considered at any meeting, such person may need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which the appeal is to be based.

Any person wishing to speak to the City Commission on any matter at this meeting should submit a request to the City Clerk prior to the meeting. For your convenience, forms for this purpose are available at the entrance to the Commission Chamber.

Every effort is made to indicate what action the City Commission is expected to take on each agenda item. However, the City Commission may act upon any agenda subject, regardless of how the matter is stated on the agenda.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-5821 or at City Hall, 800 Seminole Road, Atlantic Beach, FL 32233, no later than 5:00 PM on the Thursday prior to the meeting.

MINUTES
Town Hall Meeting
Saturday, April 5, 2025 - 10:00 AM
Jordan Community Center
1671 Francis Ave
Atlantic Beach, FL 32233

Following the Pledge of Allegiance, Commissioner Ring called the meeting to order at 10:00 AM.

ATTENDANCE:

Present:	Thomas Grant, Commissioner - Seat 3 (District 1307) Candace Kelly, Commissioner - Seat 4 (District 1306) Jessica Ring, Commissioner - Seat 5 (District 1312)
Absent:	Curtis Ford, Mayor - Seat 1(At Large) Bruce Bole, Commissioner - Seat 2 (District 1308)
Also Present:	William B. Killingsworth, City Manager (CM) Kevin Hogencamp, Deputy City Manager (DCM) Michelle Weippert, Records Management Specialist (RMS)

1 TOPICS FOR DISCUSSION AND PUBLIC COMMENT

2 PUBLIC COMMENT - OPEN TOPICS

The Commission addressed comments from the public regarding the following topics: 20th Street Lift Station; Communication: Neighborhoods Department; Environment Stewardship Committee; House Bill 943; Ordinance No. 95-25-124; Ordinance No. 95-25-125; Friends of Howell Park; and Tree Subcommittee.

The following speakers provided their comments:
Brenda Simon
Mitch Reeves
Ken Simon
Ellen Glasser
Susanne Barker
Geoff Selhorst
Steve Fouraker
Sarah Boren
Gretchen Deters-Murray
Jackie Beckenbach
Nancy Staats

DRAFT

ADJOURNMENT
The meeting adjourned at 12:08 PM.

Attest:

Michelle Weippert, Records Management Specialist

Jessica Ring, Commissioner - Seat 5

Date Approved: _____

DRAFT

Proclamation of the City of Atlantic Beach

in Recognition of

National Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets and stormwater, beaches, sanitation, parks and building maintenance, landscape and beautification; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff the public works department, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme **"Advancing Quality of Life for All"** speaks to the essential nature of public works services in support of everyday quality of life.

NOW, ***THEREFORE***, I, Curtis Ford, by virtue of the authority vested in me as Mayor of the City of Atlantic Beach, Florida, do hereby proclaim the week of May 18th through May 24th, 2025 as

NATIONAL PUBLIC WORKS WEEK

in the City of Atlantic Beach, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works; and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this day of May12th , 2025.

Curtis Ford, Mayor

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: 90-Day Calendar for the City Commission

SUBMITTED BY: Adrianna Walsh, Executive Assistant to the City Manager

TODAY'S DATE: May 7, 2025

MEETING DATE: May 12, 2025

BACKGROUND: The rolling 90-day calendar is routinely revised based on input from City staff and the Commission, and is included in each agenda for consideration by consensus.

Please note that the 2025 town hall meetings have been scheduled for:

- Saturday, July 19 at Gail Baker Community Center
- Saturday, October 18 at the Adele Grage Cultural Center

Please note that the Budget Workshops for FY 2025-26 have been scheduled for 5 p.m. on:

- Monday, June 9
- Monday, June 23
- Monday, July 14
- Monday, July 28
- Monday, August 25

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for May 2025-July 2025 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (May 2025-July 2025)

REVIEWED BY CITY MANAGER: Kevin Hogencamp /Bar

CITY COMMISSION

May 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Code Enforcement Special Magistrate 2 pm Speaker Series 6 pm (Chamber)	2 Blood Drive Noon-5 pm	3 WellFest 9 am Johansen Park
4 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	5	6 Safety Action Plan Open House 5:30 pm	7	8 ESC Special Meeting 8 am Pension Boards 6 pm	9	10 Wild Wonders 11 am (Dutton Island Pavilion)
11 Farmers Market 10 am-2 pm (Russell Park)	12 Priority Setting 5 pm City Commission 6:00 pm (Invoc-Kelly)	13 Arts, Recreation, Culture Committee 6 pm	14 Environmental Stewardship Cmte. 6 pm	15 Board Member Review Committee 6 pm	16	17 Wild Wonders 11 am (Dutton Island Pavilion)
18 Farmers Market 10 am-2 pm (Russell Park)	19	20 Community Development Board 6 pm	21 ESC Outreach Subcommittee 4:45 pm ESC Tree Subcmte. 6 pm	22 ESC Sustainability Subcmte. 9 am	23	24
25 Farmers Market 10 am-2 pm (Russell Park)	26 Memorial Day Holiday City Offices Closed Memorial Day Event 9 am Veterans Park	27 Draft Safety Plan Workshop 5:30 pm City Commission 6:00 pm (Invoc-Ring)	28	29	30	31

CITY COMMISSION

June 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am-2 pm (Russell Park) Shakespeare Sampler 5-7:30 pm (Johansen Park) Songwriters Concert 6 pm (Gulliford Hall)	2	3	4	5 Speaker Series 6 pm (Chamber)	6	7 Wild Wonders 11 am (Dutton Island Pavilion)
8 Farmers Market 10 am-2 pm (Russell Park)	9 Budget Workshop 5 pm City Commission 6:00 pm (Invoc-Ford)	10 Arts, Recreation, Culture Committee 6 pm	11 Environmental Stewardship Cmte. 6 pm	12	13 Midsummer Night's Dream 6-8 pm (Johansen Park)	14 Midsummer Night's Dream 6-8 pm (Johansen Park)
15 Farmers Market 10 am-2 pm (Russell Park)	15	17 Community Development Board 6 pm	18 ESC Outreach Subcmte. 4:45 pm ESC Tree Subcmte. 6 pm	19 Juneteenth Holiday City Offices Closed	20	21 Wild Wonders 11 am (Dutton Island Pavilion) Movie in the Park Sunset (Bull Park)
22 Farmers Market 10 am-2 pm (Russell Park)	23 Budget Workshop 5 pm City Commission 6:00 pm (Invoc-Bole)	24	25	26 ESC Sustainability Subcmte. 9 am	27 Blood Drive Noon-5 pm	28
29 Farmers Market 10 am-2 pm (Russell Park)	30					

CITY COMMISSION

July 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3 Speaker Series 6pm	4	5
6 Farmers Market 10 am-2 pm (Russell Park)	7	8	9 Environmental Stewardship Cmte. 6 pm	10 Code Enforcement Special Magistrate 2 pm	11	12
13 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	14 Budget Workshop 5 pm City Commission 6:00 pm (Invoc-Grant)	15 Community Development Board 6 pm	16 ESC Outreach Subcmte. 4:45 pm ESC Tree Subcmte. 6 pm	17	18	19 Town Hall Meeting 10 am Gail Baker Community Center
20 Farmers Market 10 am-2 pm (Russell Park)	21	22 Arts, Recreation, Culture Committee 6 pm	23	24 ESC Sustainability Subcmte. 9 am	25	26
27 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	28 Budget Workshop 5pm City Commission 6:00 pm (Invoc-Kelly)	29	30	31		

FOR DISCUSSION (May 6, 2025)

ORDINANCE NO. 95-25-124

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 23, PROTECTION OF TREES AND THE NATURAL ENVIRONMENT, DIVISION 3. – PERMITS, SEC. 23-23.- PERMITS PROCEDURES, AND SEC. 23-25.- APPEALS; AMENDING DIVISION 6.-VIOLATIONS, ENFORCEMENT AND PENALTIES BY MOVING SEC. 23-52.-, ENVIRONMENTAL STEWARDSHIP COMMITTEE-INTENT, INTO A NEW DIVISION 7, ENTITLED ENVIRONMENTAL STEWARDSHIP COMMITTEE, AND RENUMBERING WITH NEW SECTIONS, OF THE CITY OF ATLANTIC BEACH CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF SAID AMENDMENTS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 23-52 of the Code of Ordinances for the City of Atlantic Beach provides details for the Environmental Stewardship Committee (ESC) and the city recognizes this topic should be its own division (now Division 7) and renumber the subsections within Chapter 23 to help better organize the codes; and

WHEREAS, the City desires to standardize city boards and committees, to the greatest extent possible; and

WHEREAS, by standardizing the ESC it is necessary to remove the sections related to subcommittees (amendments to Sec. 23-23 and 23-25); and

WHEREAS, the City desires to standardize city boards and committees, to the greatest extent possible; and

WHEREAS, establishing consistent, uniform boards improves efficiency and productivity.

NOW, THEREFORE, BE ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Purpose and Intent. The purpose and intent of this Ordinance are to standardize city boards and committees to improve efficiency and productivity.

RED text is from second read on April 14, 2025

BLUE text reflects amendments presented to Commission on April 14, 2025

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FOR DISCUSSION (May 6, 2025)

SECTION 2. Purpose and Intent. Amend Sec., 23-23 Permit procedure, Sec. 23-25 Appeals and Variances and Sec. 23-52, Environmental Stewardship Committee – Intent, of the Code of Ordinances is hereby amended as follows:

Sec. 23-23. Permits procedures.

(a) *Application required.* The applicant for a tree or vegetation removal permit shall submit the established fee along with the application form as created and provided by the city to the designated administrative department. The application shall contain all required narrative and graphical information necessary to determine compliance with this chapter. If the applicant is not the property owner, proper owner's authorization shall also be required.

(1) *Existing lots or parcels.* When a tree or vegetation removal permit is required, applications for tree or vegetation removal shall be made prior to removal and prior to any site disturbance or grading on a lot or parcel.

(2) *New or re-platted subdivisions.* Applications for tree or vegetation removal that will be part of a new subdivision plat or a re-plat shall be submitted along with the preliminary subdivision plat application so that due consideration may be given to the protection of regulated trees and regulated vegetation during the site planning and subdivision process. Trees to be protected shall be noted on the final subdivision plat, and subsequent applications for individual lots or parcels shall be consistent with the approved final subdivision plat, or application for a new tree removal permit shall be required.

(3) *After-the-fact permits.* Any person(s) engaging in the removal of regulated tree(s) or regulated vegetation prior to obtaining a permit will be required to apply for and obtain an after-the-fact permit, and meet mitigation requirements as assessed.

(b) *Sufficiency review of applications.*

(1) Upon receipt of the application and appropriate fee, the administrator shall conduct a preliminary review within five (5) business days to determine that all required information has been submitted and is sufficient for review purposes. The applicant shall be notified of any deficient items. Upon submittal of deficient or missing information, the administrator shall again review the application. If the requested information has not been provided or is insufficient, the applicant shall be notified in writing that no further review will be performed until the requested information is provided and found to be sufficient.

(2) The administrator shall upload all tree permit applications to the city's website and send to Environmental Stewardship Committee (ESC) within three (3) days of being deemed sufficient in accordance with this section.

~~(3) The ESC tree subcommittee may review any permit application for compliance with this chapter and may provide recommendations to the administrator regarding the permit application.~~

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(3) The ESC ~~tree subcommittee~~ may review any permit application for compliance with this chapter and may provide recommendations to the administrator regarding the permit application.

~~(4) One (1) member of the ESC tree subcommittee may accompany the administrator on the initial site inspection as an observer. The subcommittee member must make the request to attend the initial site inspection as an observer within three (3) business days of the permit being uploaded to the city's website. The subcommittee member shall not interact with the property owner or the property owner's agents during the site inspection and shall stay in the vicinity of the administrator during the inspection. The subcommittee member shall be provided twenty-four (24) hours' notice prior to the time of the site inspection. If multiple requests are made by subcommittee members to accompany the administrator on the initial site inspection, the administrator shall select the first subcommittee member who submits a request in writing.~~

(~~5~~ 3) The administrator may refer the application to other city department(s), the ESC ~~tree subcommittee,~~ or a consultant during preliminary review. The applicant shall be notified if extended review by other departments and/or professionals is required.

(~~4~~6) An application shall be deemed abandoned thirty (30) days after the date the administrator notifies the applicant of any deficiencies contained in the application if the applicant has failed to submit all of the deficient or missing information. The administrator may, upon written request and justification by the applicant, grant not more than one (1), thirty-day extension. At the expiration of the extension, the application shall automatically become null and void. In such cases, the application review fees will not be refunded.

(c) *Review by other agencies.* At the discretion of the administrator, relative to the environmental sensitivity of the site, appropriate written sign-offs, permits or consents from the agencies listed below which have jurisdiction may be required prior to regulated tree or regulated vegetation removal from sites contiguous to or containing environmentally sensitive areas or lands. The applicant shall obtain the written approvals, permits, or consents and submit the agencies' written verification to the city:

(1) Army Corp of Engineers (ACOE);

(2) Saint Johns River Water Management District (SJRWMD);

(3) Florida Department of Environmental Protection (FDEP);

(4) Any other applicable governmental agencies extending jurisdictional controls over the site.

(d) *Compliance review and approval of applications.* When the administrator's application review process and inspections have been completed, the administrator shall distribute ~~a notice of intent to issue a~~ the approved tree permit to the applicant and all members of the ESC ~~tree subcommittee, including the alternate member~~ and upload the draft permit to the city's website. ~~The permit shall be effective five (5) business days after the notice of intent is distributed, unless a timely appeal is filed.~~

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(e) *Expiration of permits.* Work pursuant to the permit shall commence within six (6) months of the date of issuance, or the permit shall expire. If the tree removal permit is in connection with a development permit, compliance with the tree removal permit shall be determined before the applicable development permit's final inspection, or issuance of certificate of completion or certificate of occupancy, as applicable.

(f) *Content of permits.* The permit shall be issued in such form as may be prescribed by the administrator and shall set forth in detail the conditions upon which the permit is granted and specifically identify which land areas shall be cleared and/or which trees shall be permitted to be removed. One (1) permit may cover several trees or groups of trees as long as the trees or groups of trees can be clearly identified thereon; provided, however, no permit may be issued for more than one (1) lot, parcel or area of land unless such lots, parcels or areas of land shall be contiguous to one another and considered as one (1) parcel for the purpose of development.

(g) *Posting of permits.* The permit shall be posted in a conspicuous and visible place at the front of the property by the applicant prior to any tree removal. The permit shall remain posted on the property during all applicable tree and vegetation removal activity and until final inspection by the city. It is the responsibility of the applicant to maintain the permit in a clearly visible manner at all times.

(h) *Amendment of permits.* Requests for minor changes to approved plans shall be made as an amendment to the applicable permit. Additional information submitted with a request for permit amendment shall be adequate to fully document the nature of the proposed change and the effect it will have on all aspects regulated by this chapter. All plans, reports, calculations, and other information affected by the proposed amendment shall be updated so as to maintain an accurate record of the development activity. Review time for any changes to plans approved for a permitted site shall be the same as specified for the review of a new application. An amendment to a permit shall not automatically extend the expiration date.

Substantial changes, including significant increases in the number of trees to be removed or land to be cleared, increases in impervious surface area, changes to intended land use, modification of stormwater management systems, or any other change that constitutes a major modification to a site plan or subdivision, new phases of development or other additions, shall not be treated as amendments, but shall require a new permit application and fee.

(i) *Revocation of permits.*

(1) *By administrator.* The administrator may revoke any permit issued pursuant to this chapter, following notice in writing to the permittee and after providing the permittee opportunity to respond to the notice, in either of the following circumstances:

a. The administrator finds that the permittee has continued with any development activity on a site for which a permit was issued, while the site is under a stop work order which has not been reversed, canceled or suspended pursuant to this chapter, except for specified remedial work required to bring the violation into compliance with the approved permit; or

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b. If the administrator finds that the approval of the permit was based on incorrect information furnished by the applicant for the permit. Based upon such finding, however, the administrator may make reasonably necessary accommodations to the conditions of a permit in lieu of revoking it.

(2) *Discontinuance of work.* Revocation of a permit may also result in a stop work order in accordance with section 23-48.

Sec. 23-25. Appeals and variances.

(a) *Appeals.* Appeals of final decisions by the administrator made under the authority of this chapter may be made by the applicant, any member of the ESC ~~tree subcommittee~~, or an adversely affected party in accordance with the following provisions. Any appeal filed pursuant to this section shall stay all work on the premises and all proceedings in furtherance of the action appealed, unless the appropriate administrative official certifies that a stay would cause imminent peril to life or property.

(1) Appeals of a final action or decision by the administrator shall be filed in writing with the administrator within five (5) business days after rendition of the decision or final order being appealed. Upon receipt of a timely filed appeal, the administrator shall place the matter on the agenda of the next ESC ~~tree subcommittee~~ meeting or request a special meeting within a reasonable period of time with proper public notice, as well as due notice to interested parties. ~~The~~ ESC ~~tree subcommittee~~ shall review the application for compliance with the requirements of Cehapter 23 and shall, by majority vote, recommend that the administrator either approve, approve with conditions, or deny the appeal. If the appellant is a member of the ESC ~~tree subcommittee~~, that member shall not participate in the decision. The administrator shall issue or deny the permit within five (5) business days after the ESC ~~tree subcommittee~~ meeting.

(b) *Variances.* The community development board is authorized to grant relief from the strict application of this chapter where, due to an exceptional situation, adherence to the regulations of this chapter results in "exceptional practical difficulties or undue hardship" upon a property owner. The community development board must determine that granting the request will not cause substantial detriment to the public good and will not be inconsistent with the general intent and purpose of this chapter. The applicant has the burden of proof. Any request for a variance pursuant to this section shall stay all work on the premises and all proceedings in furtherance of the action appealed, unless the appropriate administrative official certifies that a stay would cause imminent peril to life or property.

(1) A request for a variance shall be submitted on an application form as provided by the city and shall contain each of the following:

a. A legal description of the property for which the variance is requested.

b. A reasonable statement describing the reasons and justification for the variance.

c. A survey or site plan indicating existing, removed, and/or proposed trees; existing and proposed construction, as well as other significant features existing on the lot.

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d. The signature of the owner, or the signature of the owner's authorized agent. Written and notarized authorization by the owner for the agent to act on behalf of the property owner shall be provided with the application.

(2) Upon receipt of a complete and proper application, the administrator shall within a reasonable period of time schedule the application for a public hearing before the community development board following the required public notice as set forth in section 24-51. At the public hearing, the applicant may appear in person and/or may be represented by an authorized agent.

a. Applications for a variance shall be considered on a case-by-case basis and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section.

b. Variances shall not be granted solely for the personal comfort or convenience, for relief from financial circumstances, or for relief from situations created by the property owner.

(3) Grounds for approval of a variance. The community development board shall find that one (1) or more of the following factors exist to support an application for a variance:

a. Existing topographic elevation changes that would result in the likelihood that preserved or planted materials would not survive.

b. Existing electrical lines or utility easements that prevent or restrict the preservation or planting of landscape materials.

c. Barrier island or dune ecosystem planting conditions that cannot support certain hardwood species.

d. Designs and plans that, to the greatest extent feasible, avoid encroachment upon preservation areas and/or trees.

In the event the community development board finds that none of the above exist, then the community development board shall deny the variance.

(4) Approval of a variance. To approve an application for a variance, the community development board shall find that the request is in accordance with the preceding terms and provisions of this section and that the granting of the variance will be in harmony with the purpose and intent of this chapter. In granting a variance, the community development board may prescribe appropriate conditions in conformance with and to maintain consistency with city Code. Violation of such conditions, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter, and shall be subject to established code enforcement procedures.

(5) Approval of lesser variances. The community development board shall have the authority to approve a lesser variance than requested if a lesser variance shall be more appropriately in accord with the terms and provisions of this section and with the purpose and intent of this chapter.

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(6) Nearby nonconformity. Nonconforming characteristics of nearby lands, structures or buildings shall not be grounds for approval of a variance.

(7) Waiting period for re-submittal. If an application for a variance is denied by the community development board, no further action on another application for substantially the same request on the same property shall be accepted for three hundred sixty-five (365) days from the date of denial.

DIVISION 7. – ENVIRONMENTAL STEWARDSHIP COMMITTEE

Sec. 23-525-. ~~Environmental stewardship committee—Intent~~ Purpose.

The maritime forest in Atlantic Beach is core to the city's identity as a small coastal village. The tree canopy creates beauty, provides a home for wildlife, functions as an element of the water management system and enhances property values. It is in the best interest for this committee to be the stewards of the tree canopy through advocacy, assessment, maintenance, planting and preservation of this natural resource. The city parks provide open spaces for recreation, exercise, wildlife habitat, relaxation and encounters with the natural world. This committee intends to support the community to provide a variety of park spaces that are well maintained, accessible and secure. This committee shall take the lead and set high community standards in the beautification and maintenance of public spaces located within the city. The Atlantic Ocean, the St. Johns River and the Intracoastal Waterway have a great deal of influence on the micro climate, drainage issues and the diverse vegetation and wildlife that thrive within the city. The care and health of the coast and marsh must be paramount in every recommendation made by this committee about the use of our land, water system and tree canopy.

(a) ~~*Environmental stewardship committee purposes*~~. It shall be the purpose of the environmental stewardship committee:

(1) To study and make recommendations to the city commission and city staff with respect to the city's:

a. Maritime forest;

b. Passive p~~P~~arks, preserves and open spaces;

c. Beautification of public and private spaces; and

d. Environmental stewardship.

(2) To act as a motivating and coordinating body to encourage joint public and private participation in promoting these purposes.

~~(b)~~ ***Sec. 23-56.*** **Duties and responsibilities**. ~~*Environmental stewardship committee—*~~

Scope of activities. The environmental stewardship committee shall provide guidance and support to the ~~e~~City ~~e~~Commission and ~~e~~City ~~m~~Manager. The City Commission will have an annual joint Commission and ESC workshop to discuss the committee's priorities and annual workplan. ~~and, u~~Upon request by the ~~e~~City ~~e~~Commission or city manager, shall provide written recommendations, in the following areas listed below. The City Commission will prioritize the committee's work plan related to these recommendations:

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(1) Maritime forest:

a. Clarifying and strengthening the city's processes and all tree and landscape related city codes and ordinances;

b. Monitoring the appropriate administration and enforcement of the city's ordinances;

c. Promoting transparency through online access to relevant information;

d. Developing and maintaining environmental education and outreach programs about the maritime forest and relevant codes;

e. Promoting appropriate planting and care of trees on private property to owners, developers, builders, and tree/landscape service contractors;

f. Developing and maintaining a long-term tree plan that includes an assessment of the tree canopy, projecting future needs, and developing a calendar and budget for tree planting in parks, public spaces and along streets and rights-of-way;

g. Promoting tree canopy advocacy including upholding the city's status as a bona fide "Tree City USA;"

h. Developing a process for systematic, review of the city's enforcement of the existing tree codes, including the long-term health of trees planted for mitigation; and

i. Developing and maintaining a process for citizens to communicate possible violations to the city.

(2) Passive ~~p~~Parks and open spaces:

a. Developing and maintaining a long-range plan to protect, improve and beautify passive parks, preserves and open spaces;

b. Improving access to and amenities for parks including disability accommodations, bike paths, parking, signage and other user friendly features;

c. Expanding the city's inventory of parks and conservation land through acquisition or other means; and

d. Maintaining a web-based, publicly accessible inventory of parks including their history, archeological value, rules of use, deed restrictions and conservation easements.

(3) Beautification of public and private spaces:

a. Enhancing public spaces, including public rights-of-way, roadsides, city buildings, beach accesses and other publicly held properties with art, carefully maintained landscape design and plantings;

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b. Incentivizing and advocating for beautification of private and commercial spaces;

c. Reducing the number and appearance of degraded or blighted public properties; and

d. Developing a design theme/community branding for signage, bus shelters, lighting and other elements of the built environment.

(4) Environmental stewardship:

a. Utilizing best practices, including a science based approach, when making any decision about development and its impact on our environment;

b. Protecting the beach, dunes, marshlands and wetlands as critical defenses in hurricane, erosion and flooding conditions;

c. Communicating the dynamics of tidal drainage and floodplain with the goal of preserving the city's flood management system;

d. Reviewing the city's environmental codes and ensuring enforcement of rules including, but not limited to, dumping, septic tanks and commercial pollution; and

e. Reviewing, updating and maintaining the Marsh Master Plan for adherence to current research about sea level change and wetlands preservation.

Sec. 23-57. – City staff administration supports.

(a) Staff will be assigned by the City Manager or designee to provide technical and administrative support. Staff will assist the Committee by preparing agendas, proper notice and minutes of meetings, and other administrative and technical services, as needed. The minutes will be filed with the City Clerks office.

(b) Staff will be responsible for the collection and expenditure of any City funds in accordance with purchasing guidelines.

Sec. 23 – 58. – Membership, terms, appointments, geographic requirements, composition.

~~(c) *Membership, terms, appointments, geographic requirements, composition.*~~

~~(a1)~~ *Membership.* The ~~environmental stewardship~~ committee shall ~~be composed of eleven (11)~~ consist of nine (9) members. ~~One-half (½) of the filled seats of the committee shall constitute a quorum.~~ Five (5) members of the committee shall constitute a quorum, although a smaller number may meet without taking official action. Regardless of the number of committee members in attendance, an action needs at least five (5) votes in the affirmative to pass or fail an item. No member

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of the committee shall hold any other public office or elected position. ~~in violation of Article II, Section 5(a), Florida Constitution.~~

(b2) *Terms.* ~~Following the expiration of the terms of office of the inaugural board members, all~~ All members shall serve ~~three~~ four-year terms. Members shall not serve more than ~~three (3)~~ two (2) consecutive ~~three year~~ terms on the committee and shall not be eligible for reappointment unless one term has passed since the person was term-limited. All terms shall expire on December 31 of the proper year, provided, however, that members whose terms expire shall continue to serve until replacement appointments are effective. Any committee member who wishes to resign should submit a letter of resignation to the chairman and city clerk. Any vacancy during the unexpired term of an appointed member shall be filled for the remainder of the term. Should the length of the unexpired term be less than one (1) year, then such appointment shall not count towards the maximum number of consecutive terms.

(c3) *Appointments.* ~~Except for the inaugural committee members, c~~Committee members shall be ~~selected~~ recommended by the board member review committee and shall be approved by the commission. ~~The commission shall select the inaugural committee members as follows:~~

~~Member Representation~~	~~Appointed By~~
~~At large~~	~~Mayor (3 years)~~
~~At large~~	~~Mayor (4 years)~~
~~At large~~	~~Mayor (3 years)~~
~~District 1308 resident~~	~~Seat 2 commissioner (3 years)~~
~~At large~~	~~Seat 2 commissioner (4 years)~~
~~District 1307 resident~~	~~Seat 3 commissioner (3 years)~~
~~At large~~	~~Seat 3 commissioner (4 years)~~
~~District 1306 resident~~	~~Seat 4 commissioner (3 years)~~
~~At large~~	~~Seat 4 commissioner (4 years)~~
~~District 1312 resident~~	~~Seat 5 commissioner (3 years)~~
~~At large~~	~~Seat 5 commissioner (4 years)~~

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(d) *Grandfathering*: Any member ~~serving~~ may continue under the rule in which they were appointed as of the adoption ~~ing~~ of this code and can finish out the term.

(d4) *Geographical requirements.* There shall be at least one (1) member representing each city district on the Ceommittee. Each committee member must be a full time resident of the city or own real property in the city. For the purpose of this section, full time residency shall be defined as the person's principal place of abode. Any member must immediately notify the city manager, city clerk, and chair in writing upon no longer meeting these membership qualifications.

(e5) *Composition.* To the extent possible, committee members should demonstrate at least one (1) of the following skills, experience, expertise, educational background or interests:

a. Knowledge of best practices in environmental management and sustainability;

b. Land development and building construction;

c. Urban planning and design;

d. Arboriculture and horticulture;

e. Landscape architecture;

f. Environmental policy;

g. Environmental and constitutional law;

h. Community engagement; and

i. Educational programming.

(fd) Procedures and rules; *Organization of Officers.*

(1) ~~(1)~~ The Ceommittee shall ~~meet on the second Wednesday of each month~~ schedule no more than two (2) monthly meetings in the City Commission Chamber or other public venue.

(2) Special meetings may be called by the ~~chair~~ city manager, ~~provided~~ with at least a forty-eight (48) hours' notice. ~~is provided and that a majority of the members must agree to the date and time. At its first regularly scheduled meeting each January, the committee shall elect from among its members a chair, vice chair, and secretary who shall assume their positions immediately upon election.~~

~~(1)~~(3) All meetings of the Committee shall be properly noticed and open to the public.

~~(2) The chair shall preside at all meetings of the committee. The vice chair shall preside if the chair is absent~~.

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(4) The Committee and each member shall comply with the Florida Government in the Sunshine Law, Florida Code of Ethics for Public Officers and Employees, Florida Public Records Law, and related provisions of the City's Code of Ordinances and ~~applicable resolutions, as may be amended from time to time.~~

~~(3) The committee shall be staffed at each meeting by a city staff member appointed by the city manager to act as the recording clerk. In addition, the city manager or his/her designee shall attend all committee meetings.~~

(5) The Committee shall elect a chair and vice-chair at the regularly-scheduled meeting in January each year.

(6) In all cases involving points of parliamentary law, "Robert's Rules of Order" shall be the book of reference, and its rules, so far as they are applicable and not in conflict with the provisions of the city's Charter, Code, or other city ordinances, shall be the rules of this Committee.

~~(4) Roberts Rules of Order shall be followed at committee meetings. The committee may adopt, amend, and rescind procedural rules of the committee to aid in implementing the provisions of this section. All reports, studies, and recommendations made by the committee shall be approved by the committee before the same may be presented to the city commission or city manager on behalf of the committee.~~

(~~7~~5) The committee shall ~~establish a tree~~ not create subcommittee~~s~~. ~~in accordance with subsection (f) below. The committee may establish such other subcommittees from among its membership as it deems necessary to perform its activities. Subcommittees shall report on their progress to the committee at such times as the committee shall require. All committee and subcommittee meetings shall be open to the public and are subject to Florida's Government in the Sunshine Laws.~~

(5) The committee shall establish a tree subcommittee in accordance with subsection (f) below. The tree subcommittee shall develop and recommend policies, programs, education, and incentives aimed at preserving, protecting, and enhancing the community's tree canopy.

~~(6) The committee's recording clerk shall keep minutes of the proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the city clerk and shall become a public record.~~

(g~~e~~) *Removal of members.* Any member on the committee may be removed for cause by the city commission upon written charges and after public ~~hearing~~ meeting. Any member who fails to attend three (3) consecutive meetings without prior notice to the director of planning and community development or his/her designee and without reasonable cause shall have their ~~his~~ ~~office~~ seat declared vacant by the committee. The vacancy shall be promptly reported to the city clerk and filled by the city commission.

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~~The committee may establish such other subcommittees from among its membership as it deems necessary to perform its activities. Subcommittees shall report on their progress to the committee at such times as the committee shall require. All committee and subcommittee meetings shall be open to the public and are subject to Florida's Government in the Sunshine Laws.~~

(f) *Establishment of tree subcommittee, membership, terms.*

(1) There is hereby established a tree subcommittee of the environmental stewardship committee, referred to in this subsection as the subcommittee. The subcommittee shall systematically review tree permits submitted to the city for completeness and to determine compliance with the provisions of this chapter 23 as more particularly described in this subsection. The subcommittee shall produce a ~~bi~~ semi-annual report on the tree canopy and tree permits. The subcommittee shall consist of three (3) members and one (1) alternate member. The alternate shall serve in the case of the absence of any of the three (3) members. The members of the environmental stewardship committee may volunteer to serve on the subcommittee and shall be appointed to the subcommittee by the environmental stewardship committee. All of the members of the subcommittee shall be members of the environmental stewardship committee. The environmental stewardship committee shall appoint or remove the members of the subcommittee by a simple majority vote. Filling vacancies shall take place at the next regular scheduled meeting of the environmental stewardship committee after a seat on the subcommittee has become vacated. Members of the subcommittee may serve for as long as they serve on the environmental stewardship committee.

(2) Organization of tree subcommittee.

a. The environmental stewardship committee shall establish a regular meeting schedule of the tree subcommittee. ~~Unless otherwise determined, the subcommittee's meetings shall meet on the same date as the environmental stewardship committee.~~

b. The administrator or designee shall attend all meetings of the subcommittee. A city staff member designated by the city manager shall act as clerk for the subcommittee. The clerk shall be responsible for the clerical administration of the subcommittee. The clerk shall also be responsible for the maintenance and preservation of all records of the subcommittee in coordination with the city clerk's office.

c. The subcommittee shall utilize the rules of the environmental stewardship committee. Robert's Rules of Order shall be followed to conduct meetings. All meetings shall be open to the public. The subcommittee shall keep

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minutes of the proceedings, recording the vote of each member upon each question or if absent or failing to vote, indicating such facts. It shall keep records of its examinations and other official actions, all of which shall be promptly filed with the city clerk's office and shall become public record. The subcommittee will operate in compliance with Florida's Government in the Sunshine Laws.

Sec 23-59. Liability to City.

The City Commission shall consider the recommendations proposed by the Committee, but nothing in this section or otherwise shall be construed as authorizing or empowering the Committee to impose any liability of any nature, financial or otherwise, upon the City, without City approval.

SECTION 3. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Staff or the publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation (www.municode.com) is hereby directed to incorporate the revised and amended Code provisions provided herein into the City's Code of Ordinances. Sections of Chapter 23 may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 23 which do not affect the intent may be authorized by the City Manager and City Attorney Without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this ____ day of _____, 2025.

PASSED by the City Commission on second and final reading this ____ day of _____, 2025.

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CITY OF ATLANTIC BEACH

_____

Curtis Ford, Mayor

Attest:

_____

Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____

Jason Gabriel, City Attorney

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: RFQ 25-01 Continuing Contracts for Professional Engineering Services

DATE SUBMITTED: April 29, 2025

SUBMITTED BY: Rick Carper, Interim Public Works Director

MEETING DATE: May 12, 2025

BACKGROUND: To expedite engineering and construction projects, staff advertised a Request for Qualifications (RFQ 25-01) in accordance with the Consultant's Competitive Negotiation Act (CCNA). It is in the City's best interest to have multiple engineering firms under contract so that multiple projects can be completed expeditiously. It also allows the City to take advantage of a particular firm's ability to complete a specific size or type of project.
These will be non-exclusive contracts that do not prevent the City from selecting different firms to perform similar services for the City. The contracts will be for a period of five years, with an option to cancel after years 3 and 4. Covered engineering services are primarily for stormwater, roadway, water, wastewater, and geotechnical, but may be for any City purpose. No guarantee of fees is made as a result of this selection.

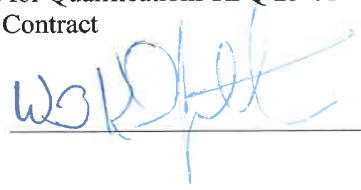
Each Task assigned under these Contracts is not limited in scope or amount but will be individually negotiated and authorized under the City's normal purchasing process. Authorization of any individual task fee larger than $25,000 will require City Commission approval.
Proposals from 12 qualified firms were received. Staff reviewed the proposals and ranked the firms based on the criteria specified in the RFQ. Staff recommends the following firms for selection:

- Almond Engineering.
- CMT (Crawford, Murphy & Tilly)
- Fisher Koppenhafer
- Geosyntec Consultants
- Halff
- Hanson Professional Services, Inc.
- J. Collins Engineering Assocs., LLC
- Jones Edmunds & Associates, Inc.
- Kimley-Horn and Associates, Inc.
- Prime AE Group
- Saltus Engineering, Inc.
- Simes & Rosch Engineering

BUDGET: Funds will be budgeted under specific projects or under the Professional Services line item for the appropriate account.

RECOMMENDATION: Award continuing engineering services contracts to the recommended firms.

ATTACHMENT(S):
1. Staff Ranking of Engineering Firms
2. Request for Qualifications RFQ 25-01
3. Sample Contract

APPROVED BY CITY MANAGER: 

EVALUATION OF QUALIFICATIONS SUBMITTED FOR
PROFESSIONAL ENGINEERING SERVICES
RFQ 25-01

Company	Past Record of Professional Accomplishments	Firm's Professional Qualifications & Project Team	Staff Availability and Capability to Meet Deadlines	Financial Responsibility and Insurance	Cost Estimating	Contract Administration	Proximity	Combined Weighted Score	Rank
WEIGHT:	20%	20%	10%	10%	10%	10%	20%		
Alliant Engineering	Evaluator 1 17 Evaluator 2 16 Evaluator 3 19 Average 17.3 Weighted 3.5	Evaluator 1 16 Evaluator 2 17 Evaluator 3 19 Average 17.3 Weighted 3.5	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 1.0	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 8 Evaluator 2 8 Evaluator 3 9 Average 8.3 Weighted 0.8	Evaluator 1 8 Evaluator 2 9 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	144.0	14
Almond Engineering	Evaluator 1 19 Evaluator 2 19 Evaluator 3 19 Average 19.0 Weighted 3.8	Evaluator 1 19 Evaluator 2 19 Evaluator 3 18 Average 19.0 Weighted 3.8	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 10 Evaluator 3 10 Average 10.0 Weighted 1.0	Evaluator 1 9 Evaluator 2 9 Evaluator 3 10 Average 9.3 Weighted 0.9	Evaluator 1 9 Evaluator 2 9 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	152.3	3
Benesch	Evaluator 1 17 Evaluator 2 17 Evaluator 3 17 Average 17.0 Weighted 3.4	Evaluator 1 16 Evaluator 2 18 Evaluator 3 20 Average 18.0 Weighted 3.6	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 8 Evaluator 2 8 Evaluator 3 9 Average 8.3 Weighted 0.8	Evaluator 1 8 Evaluator 2 9 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	144.3	13
Carnahan Proctor & Cross	Evaluator 1 17 Evaluator 2 17 Evaluator 3 18 Average 17.3 Weighted 3.5	Evaluator 1 17 Evaluator 2 17 Evaluator 3 19 Average 17.7 Weighted 3.5	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 9 Evaluator 2 8 Evaluator 3 9 Average 8.3 Weighted 0.8	Evaluator 1 9 Evaluator 2 9 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 17 Evaluator 2 19 Evaluator 3 19 Average 18.3 Weighted 3.7	142.0	19
CMA (Chen Moore and Associates)	Evaluator 1 18 Evaluator 2 17 Evaluator 3 17 Average 17.3 Weighted 3.5	Evaluator 1 17 Evaluator 2 17 Evaluator 3 18 Average 17.3 Weighted 3.5	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 8 Evaluator 2 7 Evaluator 3 8 Average 7.7 Weighted 0.8	Evaluator 1 9 Evaluator 2 9 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 17 Evaluator 2 18 Evaluator 3 16 Average 17.3 Weighted 3.5	139.3	20
CMT (Cleveland, Murphy & Tilly)	Evaluator 2 18 Evaluator 2 19 Evaluator 3 19 Average 18.7 Weighted 3.7	Evaluator 1 19 Evaluator 2 19 Evaluator 3 19 Average 19.0 Weighted 3.8	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 1.0	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 1.0	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	152.0	4
Fishers Koppenhaver	Evaluator 1 19 Evaluator 2 18 Evaluator 3 19 Average 18.7 Weighted 3.7	Evaluator 1 19 Evaluator 2 17 Evaluator 3 18 Average 18.0 Weighted 3.6	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 8 Evaluator 2 7 Evaluator 3 8 Average 7.7 Weighted 0.8	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 20 Evaluator 2 18 Evaluator 3 19 Average 19.0 Weighted 3.8	146.5	10
Florida Technical Consultants	Evaluator 1 15 Evaluator 2 17 Evaluator 3 17 Average 16.3 Weighted 3.3	Evaluator 1 15 Evaluator 2 17 Evaluator 3 17 Average 16.3 Weighted 3.3	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 5 Evaluator 2 7 Evaluator 3 7 Average 6.3 Weighted 0.6	Evaluator 1 5 Evaluator 2 8 Evaluator 3 8 Average 7.0 Weighted 0.7	Evaluator 1 19 Evaluator 2 16 Evaluator 3 17 Average 14.3 Weighted 2.9	125.7	24
Four Waters	Evaluator 1 17 Evaluator 2 17 Evaluator 3 17 Average 17.0 Weighted 3.4	Evaluator 1 16 Evaluator 2 17 Evaluator 3 18 Average 17.0 Weighted 3.4	Evaluator 1 10 Evaluator 2 7 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 8 Evaluator 2 9 Evaluator 3 10 Average 9.0 Weighted 0.9	Evaluator 1 8 Evaluator 2 9 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 20 Average 19.7 Weighted 3.9	142.7	17
Geosyntec	Evaluator 1 19 Evaluator 2 19 Evaluator 3 19 Average 19.0 Weighted 3.8	Evaluator 1 19 Evaluator 2 19 Evaluator 3 19 Average 19.0 Weighted 3.8	Evaluator 1 10 Evaluator 2 10 Evaluator 3 10 Average 10.0 Weighted 1.0	Evaluator 1 10 Evaluator 2 10 Evaluator 3 9 Average 9.7 Weighted 1.0	Evaluator 1 9 Evaluator 2 8 Evaluator 3 8 Average 8.0 Weighted 0.8	Evaluator 1 9 Evaluator 2 9 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 20 Evaluator 2 18 Evaluator 3 19 Average 19.0 Weighted 3.8	150.7	6
Gulfstream Design Group	Evaluator 1 19 Evaluator 2 17 Evaluator 3 17 Average 17.7 Weighted 3.5	Evaluator 1 18 Evaluator 2 17 Evaluator 3 17 Average 17.3 Weighted 3.5	Evaluator 1 10 Evaluator 2 7 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 8 Evaluator 2 7 Evaluator 3 8 Average 7.7 Weighted 0.8	Evaluator 1 8 Evaluator 2 8 Evaluator 3 8 Average 8.0 Weighted 0.8	Evaluator 1 20 Evaluator 2 17 Evaluator 3 17 Average 18.0 Weighted 3.6	139.3	20
Hiatt	Evaluator 1 18 Evaluator 2 19 Evaluator 3 19 Average 18.7 Weighted 3.7	Evaluator 1 19 Evaluator 2 19 Evaluator 3 19 Average 19.7 Weighted 3.9	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 9 Evaluator 2 8 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 9 Evaluator 2 9 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	149.0	9
Kessler	Evaluator 1 19 Evaluator 2 20 Evaluator 3 20 Average 19.7 Weighted 3.9	Evaluator 1 19 Evaluator 2 20 Evaluator 3 20 Average 19.7 Weighted 3.9	Evaluator 1 10 Evaluator 2 10 Evaluator 3 10 Average 10.0 Weighted 1.0	Evaluator 1 10 Evaluator 2 10 Evaluator 3 9 Average 9.7 Weighted 1.0	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	155.3	1
J. Collins Engineering	Evaluator 1 19 Evaluator 2 18 Evaluator 3 19 Average 18.7 Weighted 3.7	Evaluator 1 17 Evaluator 2 18 Evaluator 3 18 Average 17.7 Weighted 3.5	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 1.0	Evaluator 1 10 Evaluator 2 10 Evaluator 3 7 Average 9.3 Weighted 0.9	Evaluator 1 9 Evaluator 2 7 Evaluator 3 7 Average 7.7 Weighted 0.8	Evaluator 1 10 Evaluator 2 9 Evaluator 3 8 Average 9.0 Weighted 0.9	Evaluator 1 20 Evaluator 2 18 Evaluator 3 18 Average 18.7 Weighted 3.7	146.0	13
JBPro (Brown Professional Group)	Evaluator 1 18 Evaluator 2 16 Evaluator 3 18 Average 17.3 Weighted 3.5	Evaluator 1 17 Evaluator 2 17 Evaluator 3 18 Average 17.3 Weighted 3.5	Evaluator 1 10 Evaluator 2 7 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 10 Evaluator 2 7 Evaluator 3 7 Average 8.0 Weighted 0.8	Evaluator 1 8 Evaluator 2 8 Evaluator 3 9 Average 8.3 Weighted 0.8	Evaluator 1 8 Evaluator 2 8 Evaluator 3 9 Average 8.3 Weighted 0.8	Evaluator 1 18 Evaluator 2 18 Evaluator 3 16 Average 17.3 Weighted 3.5	137.0	23
Jones Edmunds	Evaluator 1 19 Evaluator 2 20 Evaluator 3 20 Average 19.7 Weighted 3.9	Evaluator 1 19 Evaluator 2 18 Evaluator 3 19 Average 19.0 Weighted 3.8	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 1.0	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 7 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 9 Evaluator 2 9 Evaluator 3 10 Average 9.3 Weighted 0.9	Evaluator 1 20 Evaluator 2 18 Evaluator 3 18 Average 18.7 Weighted 3.7	151.7	5
Kimley Horn	Evaluator 1 19 Evaluator 2 20 Evaluator 3 20 Average 19.7 Weighted 3.9	Evaluator 1 19 Evaluator 2 20 Evaluator 3 20 Average 19.7 Weighted 3.9	Evaluator 1 10 Evaluator 2 10 Evaluator 3 8 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 10 Evaluator 3 9 Average 9.7 Weighted 1.0	Evaluator 1 9 Evaluator 2 8 Evaluator 3 7 Average 8.0 Weighted 0.8	Evaluator 1 9 Evaluator 2 9 Evaluator 3 10 Average 9.3 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	153.7	2
LJA Engineering	Evaluator 1 15 Evaluator 2 17 Evaluator 3 18 Average 16.7 Weighted 3.3	Evaluator 1 18 Evaluator 2 16 Evaluator 3 20 Average 18.7 Weighted 3.7	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 0.9	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 0.9	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 9 Evaluator 2 8 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 20 Evaluator 2 18 Evaluator 3 19 Average 19.3 Weighted 3.9	144.0	14
Matthews/DCCM	Evaluator 1 19 Evaluator 2 17 Evaluator 3 18 Average 18.0 Weighted 3.6	Evaluator 1 20 Evaluator 2 17 Evaluator 3 17 Average 18.0 Weighted 3.6	Evaluator 1 10 Evaluator 2 7 Evaluator 3 7 Average 8.0 Weighted 0.8	Evaluator 1 10 Evaluator 2 7 Evaluator 3 7 Average 8.0 Weighted 0.8	Evaluator 1 10 Evaluator 2 7 Evaluator 3 7 Average 8.0 Weighted 0.8	Evaluator 1 9 Evaluator 2 8 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	143.0	16
N. Florida Professional Services	Evaluator 1 17 Evaluator 2 18 Evaluator 3 19 Average 18.0 Weighted 3.6	Evaluator 1 18 Evaluator 2 17 Evaluator 3 18 Average 17.7 Weighted 3.5	Evaluator 1 10 Evaluator 2 7 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 10 Evaluator 2 7 Evaluator 3 7 Average 8.0 Weighted 0.8	Evaluator 1 7 Evaluator 2 5 Evaluator 3 5 Average 5.7 Weighted 0.6	Evaluator 1 7 Evaluator 2 7 Evaluator 3 6 Average 6.7 Weighted 0.7	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	138.7	22
Prime AE Group	Evaluator 1 19 Evaluator 2 18 Evaluator 3 19 Average 18.7 Weighted 3.7	Evaluator 1 20 Evaluator 2 18 Evaluator 3 20 Average 19.3 Weighted 3.9	Evaluator 1 10 Evaluator 2 8 Evaluator 3 10 Average 9.3 Weighted 0.9	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 1.0	Evaluator 1 9 Evaluator 2 8 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 10 Evaluator 2 7 Evaluator 3 8 Average 8.3 Weighted 0.8	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	149.7	7
Sellen Engineering	Evaluator 1 19 Evaluator 2 19 Evaluator 3 18 Average 19.0 Weighted 3.8	Evaluator 1 19 Evaluator 2 18 Evaluator 3 19 Average 18.7 Weighted 3.7	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 8 Evaluator 2 9 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 8 Evaluator 2 9 Evaluator 3 9 Average 8.7 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	149.3	8
Stires & Rosch Engineering	Evaluator 1 19 Evaluator 2 19 Evaluator 3 18 Average 18.7 Weighted 3.7	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 10 Evaluator 2 7 Evaluator 3 5 Average 7.3 Weighted 0.7	Evaluator 1 8 Evaluator 2 8 Evaluator 3 6 Average 7.3 Weighted 0.7	Evaluator 1 9 Evaluator 2 8 Evaluator 3 7 Average 8.3 Weighted 0.8	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	146.3	10
WSB	Evaluator 1 16 Evaluator 2 18 Evaluator 3 19 Average 17.7 Weighted 3.5	Evaluator 1 18 Evaluator 2 17 Evaluator 3 18 Average 17.7 Weighted 3.5	Evaluator 1 10 Evaluator 2 6 Evaluator 3 7 Average 7.7 Weighted 0.8	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 0.9	Evaluator 1 8 Evaluator 2 8 Evaluator 3 8 Average 8.0 Weighted 0.8	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 0.9	Evaluator 1 20 Evaluator 2 19 Evaluator 3 19 Average 19.3 Weighted 3.9	142.7	17

City of Atlantic Beach
RFQ 25-01

REQUEST FOR QUALIFICATIONS
for
PROFESSIONAL ENGINEERING SERVICES
RFQ 25-01

The City of Atlantic Beach is seeking submittal of qualifications from engineering firms interested in providing professional services for the development, design, implementation, and overview of Public Works/Public Utilities projects and programs. The goal of this RFQ is to award multiple simultaneous continuing contracts to engineering firms to provide professional services. These will be nonexclusive, continuing contracts for a period of five (5) years, with an option to cancel at the end of the 3rd and 4th years at the discretion of the City. Fees will be negotiated per the Consultants' Competitive Negotiation Act, Chapter 287.055 F.S., a Task Authorization will be assigned, and a Purchase Order will be issued for each work assignment under these continuing contracts.

Responses to this RFQ must be submitted in duplicate, with one (1) exact digital copy, by 4:00 pm, Wednesday, March 19, 2025, to:

Patty Drake, Procurement Officer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

All questions concerning the submittal of proposals must be submitted in writing to Patty Drake at PDrake@coab.us and shall be received **no later than 4:00 p.m., Friday, March 14, 2025.** No questions may be directed to any other party. All interpretations will be provided in the form of an addendum and will be published on the City's website.

1. **PROJECT SCOPE:** The objective of this RFQ is to award simultaneous continuing contracts for engineering and other professional services required to accomplish geotechnical, structural, stormwater, roadway, traffic, resiliency, water, wastewater, reclaimed water, landscape and park design, buildings and other Public Works/Public Utilities related projects within the City's service area. Services requirements may include:

   A. Engineering and other professional services relating to contractual construction and City executed construction projects.

      1) Preliminary and Final design, including all sub-consultant work, construction cost estimates, bidding, permits, and construction documents for implementing projects.

      2) Contract administration during the construction phase. Such services may include full-time or part-time inspection, shop drawing

approvals, field surveys, as-built drawings, warranty inspections, or other services needed during or after construction.

B. Professional services for the completion of preliminary and feasibility investigations, cost or rate studies, peer review, value engineering, economic comparisons, regulatory permitting or report preparation, and capital improvement planning activities resulting in reports and technical documents.

C. Technical advisory services for the review of construction design plans, reports, and technical documents submitted to and prepared by the City. Detailed quantity surveys of material and labor for construction projects. Response to field and engineering questions and issues.

D. Grant writing and administration assistance for Public Works/Public Utilities projects.

E. Modeling, mapping, and GIS data conversion. Conversion of As-Built drawings into electronic format.

F. Presentations as applicable for City Commission meetings or Public Hearings.

G. Other Professional Engineering Services.

2. **NON-EXCLUSIVE:** Notwithstanding the continuing contracts resulting from this RFQ, the City reserves the right to follow its normal purchasing procedures at any time to procure the services identified herein from other consultants.

3. **MINIMUM REQUIREMENTS OF CONSULTANT(S):**

A. Registered engineering company in compliance with the requirements of Section 471.023, Florida Statutes.

B. A local office (Duval County) in which the majority of work will be done is preferred.

C. Local staff with the capability of performing the required planning, design, analysis, estimating, permitting, development of technical and bid documents, and plan reviews of all phases of drainage, stormwater management, water, sewer, and roadway projects.

D. Demonstrated capability, past experience and expertise in professional design services in one or more of the following areas: geotechnical, structural, stormwater, roadway, traffic, resiliency, water, wastewater,

reclaimed water, landscape & park design, buildings and other Public Works/Public Utilities related projects. Additional capabilities include construction engineering, plan review, and development of technical documents.

E. Firm must have a minimum of five (5) years local experience in their area(s) of expertise.

4. SCHEDULES:

A. **Assignment of Consultant(s):** It is the City's intention to assign requirements in a reasonable manner with the consultant(s) having the continuing contracts which result from this RFQ. Notwithstanding, the City reserves the right of sole discretion on assignment of each requirement/project, subject solely to the best interests of the City.

B. **Budgetary:** Consultant fees will be negotiated for each requirement via a scope of services from Public Works/Public Utilities and a written proposal from the assigned consultant.

C. **Time:** Consultants providing services for project design, reports, bids, and/or technical documents shall begin work within 14 days of issuance of the notice to proceed, unless otherwise approved by the City. An actual production schedule will be established during negotiation with the consultant.

5. CITY REPRESENTATIVES:

A.	Designated Representatives	-	Public Works or Public Utilities Director
B.	Project Manager	-	As designated for individual projects
C.	Technical Contacts	-	As designated for individual projects

6. FEES: A maximum of 150% overhead and 10% profit will be allowed on direct labor. Alternatively, a Florida Department of Transportation audited overhead rate may be utilized in lieu of a 150% overhead rate. Subconsultant fees and other direct costs will be billed to the City at the direct cost to the Consultant.

7. CONSULTANT(S) WRITTEN RESPONSE REQUIREMENTS AND SELECTION PROCESS:

A. **SELECTION PROCESS:** Consultant selection shall be in accordance with

this Request For Qualifications. The evaluation process shall determine qualifications, interest, and availability. City staff will review all written responses. This review will result in a ranked list of fully qualified respondents. If deemed necessary, *informal* interviews may be conducted with selected respondents based upon the evaluation of the written responses. The City reserves the right to reject any and all responses, waive informalities and technicalities, and make awards to the firm(s) whose response best serves the interest of the City. The City reserves the right to conduct investigations as it deems necessary to determine the ability of any respondent to perform the services requested.

B. **METHOD OF RANKING:** During the review of written responses, each criterion below will be ranked numerically. In addition, each criterion has been assigned a scaled value that weights the criterion's significance. The scaled value will be multiplied by the ranking of each criterion to quantify that criterion. The scaled value is denoted in brackets [ ] following each criterion's title. The sum of the scores derived from this multiplication process will be used as an aid in selecting the consultant(s).

C. **WRITTEN QUALIFICATIONS PACKAGE REQUIREMENT:** Respondents are to adhere to the requirements shown below. Failure to do so may result in rejection of response as non-responsive.

- Be concise. **Maximum number of response pages allowed is 40**.
- Provide adequate information on each criterion below.
- Provide the ranking criteria information below in the order shown.

D. **RANKING CRITERIA:**

1) **Past Record of Professional Accomplishments [20%]:** A list plus a brief description of completed public sector projects similar to City projects under consideration. Provide a reference list of public sector entities within the State of Florida (preferably within Northeast Florida and the City of Atlantic Beach) for which similar services have been provided. Include the public entity's contact person, email address, and telephone numbers.

2) **Firm's Professional Qualifications and Project Team [20%]:** List Consultant team members, including detailed resumes. Give brief bullets on education, training and experience for project personnel. *Team members listed in the response must be available for work on City projects during the entire contract period.* In the event a team member leaves the employment of the consultant during the contract period, another team member with equal or better experience and qualifications must be submitted, subject to the

approval of the Public Works Director.

3) **Staff Availability and Capability to Meet Deadlines [10%]:** Current and projected workload for the project team which indicates the availability of staff to complete assigned projects in a timely manner. The timeliness of completion of current or past projects for the City of Atlantic Beach will be included in this criterion, if applicable.

4) **Financial Responsibility and Insurance [10%]:** The form of business of the prime consultant, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference; and any other information the applicant may wish to supply to verify financial responsibility. Include the most recent audit, bank reference or accounting summary, or other information that illustrates Financial Responsibility for the firm (signed by an outside third party), and current certificate of insurance. Financial information may be packaged in a separate sealed envelope if desired.

5) **Cost Estimating [10%]:** Provide evidence of the ability to accurately estimate the cost of construction projects. Consultant must be able to provide realistic estimates to be used in the City's budgeting process. Accuracy of project cost estimates provided for past or current City of Atlantic Beach projects may be included in this criterion, if applicable.

6) **Contract Administration [10%]:** The ability to observe and advise if projects are complying with plans and specifications. The experience of the firm and assigned personnel in observing and monitoring construction projects, including shop drawing review, construction administration, inspection, and other construction phase services.

7) **Proximity [20%]:** Location of the consultant's home office (corporate headquarters) and location of the local office where the project(s) will be produced. The members of the project teams should be **permanently assigned** to the project office. Routine and responsive face-to-face interaction will be important in servicing the City's needs in carrying out this continuing contract. In the event a team member is relocated, another team member with equal or better experience and qualifications shall be substituted. Team members shall not be transferred, relocated or reassigned while performing work on a specific City project without prior approval of the Public Works Director.

8. **INDEMNIFICATION REQUIREMENTS:** The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

9. **INSURANCE REQUIREMENTS:** The consultant(s) shall procure and maintain during the term of the continuing contract, insurance of the types and in the minimum amounts stated below.

Coverages	Schedule Minimums
A. **Workers' Compensation Florida** *Statutory Coverage and Employer's Liability (including Appropriate Federal Acts)*	$100,000 – each accident $100,000 – each employee $500,000 – policy limit for disease
B. **Comprehensive General Liability**	$1,000,000 – bodily injury each occurrence $1,000,000 – bodily injury aggregate $1,000,000 – property damage each occurrence $1,000,000 – property damage aggregate
C. **Products – Completed Operations**	$1,000,000 – aggregate
D. **Business Auto Liability** *(All autos – owned, hired or used)*	Same as Comprehensive General Liability
E. **Professional Liability**	Same as Comprehensive General Liability
F. **Excess or Umbrella Liability**	Optional

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance approved by the City, evidencing the maintenance of said insurance shall be furnished to the City's construction project manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City. **All coverages, except Workers' Compensation and Professional Liability, shall name the City as "additional insured."**

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

10. **ANTI-COLLUSION REQUIREMENT:** Under no circumstances shall any prospective respondent, or any person or persons acting for or on behalf of any said prospective respondent, seek to influence or gain the support of any member of the City Commission or the City Staff favorable to the interest of any prospective respondent or seek to influence or gain the support of any member of the City Commission or City Staff against the interest of any prospective respondent. Any such activities shall result in the exclusion of the prospective respondent from consideration by the City.

11. **PUBLIC ENTITY CRIMES REQUIREMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **PUBLIC RECORDS PROVISIONS FOR ALL CONTRACTS AND AMENDMENTS:** As of July 1, 2016, an act relating to public records; amending s.119.0701, F.S.; requiring a public agency contract for services to include a statement providing the contact information of the public agency's custodian of public records; prescribing the form of the statement; revising required provisions in a public agency contract for services regarding a contractor's compliance with public records laws.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This PROFESSIONAL ENGINEERING SERVICES AGREEMENT ("Agreement") is entered into and is made effective as of _____ between the City of Atlantic Beach, a political subdivision of the State of Florida (the "CITY") and _____ (the "CONSULTANT").

On the terms and conditions hereinafter set forth, the CITY retains the CONSULTANT and the CONSULTANT accepts such retention to perform certain tasks, duties and services (hereinafter collectively referred to as "Services"). Scope of the services under this agreement may be any type Engineering or related services needed by the CITY.

This is a nonexclusive agreement and does not preclude the CITY from using any other firm to perform similar services. Execution of this agreement does not obligate the CITY to award any services or to compensate the CONSULTANT in any way unless specifically required by a future Task Authorization.

The CITY's Designated Representative for this Agreement will be the Public Works Director.

ARTICLE 1 – TERM OF AGREEMENT

1.1 The Term of this Agreement shall begin on the date hereof. This Agreement shall be deemed a continuing contract within the meaning of Section 287.055, Florida Statutes and such will be for a period of five (5) years.

ARTICLE 2 – SCOPE OF SERVICES AND SCHEDULE

2.1 The general scope of the CONSULTANT'S obligations hereunder shall be to serve in a consultative capacity for the CITY and to perform the services necessary to accomplish the General Objectives and Tasks as set forth in a separate Task Authorization. This Task Authorization will outline the basic services and fee structure to be made a part of this Agreement. Specific scope, schedule and corresponding fees shall be identified for each service and shall be authorized by the CITY upon execution of a Task Authorization under the terms of this agreement.

2.2 The only warranty or guarantee made by the CONSULTANT in connection with the services performed hereunder is that the CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions by competent and reputable members of the profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by the consulting services or by furnishing oral or written reports. The CONSULTANT shall be liable to the CITY for all work performed by subconsultants retained by the CONSULTANT as if such work had been performed directly by the CONSULTANT and applying the foregoing standard.

ARTICLE 3 – PAYMENT

3.1 The CITY agrees to pay the CONSULTANT, or cause the CONSULTANT to be paid for Services rendered hereunder during the term of this Agreement, in accordance with executed Task Authorizations. CONSULTANT'S overhead is limited to 150% and profit is limited to 10% on direct labor. Subconsultant fees and other direct costs will be billed to the CITY at the direct cost to the CONSULTANT.

3.2 For portions of the Services that may be cost reimbursable, the CONSULTANT agrees to keep accurate records showing all charges and expenses incurred by the CONSULTANT. The CITY has the right upon reasonable notice, to audit (at any time up to one year after completion of the cost reimbursable portion of the Services) expenses and disbursements made or incurred in connection with the Services to be performed and may examine any relevant records of the CONSULTANT. No examination of the records shall unreasonably delay or defer the obligation of the CITY to make payment of undisputed invoices from the CONSULTANT as provided herein, as long as such records are in order and accurately reflect the CONSULTANT's actual costs incurred.

3.3 Payment is due from the CITY upon receipt of invoice from the CONSULTANT. The CITY shall make all payments in accordance with the Florida Prompt Payment Act. All requests for payment shall itemize and identify with specificity fees charged in accordance with the fee schedule contained in the Task Authorization. Appropriate supporting documentation of subconsultant costs and direct costs incurred external to the CONSULTANT sufficient to meet the CITY's audit requirements shall be submitted with the appropriate invoice.

ARTICLE 4 – CHANGES

4.1 This Agreement may be amended, altered or changed only in a written instrument signed by the CITY and the CONSULTANT; provided, however, that the CITY may reduce the Scope of Services herein without approval by the CONSULTANT.

ARTICLE 5 – LIMITATION OF LIABILITY

5.1 With respect to damages incurred by the CITY arising out of any error, omission or other professional negligence for which the CONSULTANT is responsible hereunder pursuant to the standard referenced in Article 2.2 hereof, the CITY agrees that the CONSULTANT's liability shall be limited to $1,000,000.00 (one million).

5.2 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 6 – CONSTRUCTION REPRESENTATION

6.1 With respect to construction activities based upon designs and permits procured hereunder, the CITY agrees that the CONSULTANT will not be expected to make exhaustive or continuous on-site inspections, unless required by the Task Authorization, but that periodic observations appropriate to the construction stage may be performed. It is further agreed that the CONSULTANT will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction and it is understood that field services provided by the CONSULTANT will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observations of the work and the conducting of tests by the CONSULTANT to verify substantial compliance with the plans, specifications and design concepts. Full-time inspection by the CONSULTANT does not mean the CONSULTANT is observing placement of all materials but does indicate a higher level of inspection of the work than periodic on-site inspections.

6.2 Should the CONSULTANT provide observations or monitoring services at the job site during construction, the CITY agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the CONSULTANT is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6.3 With respect to construction activities based upon designs and permits procured hereunder, the CONSULTANT may be required to provide appropriate certification to the CITY and all permitting agencies reflecting construction as built. Therefore, the CONSULTANT shall be responsible for arranging and coordinating inspections at intervals and frequencies sufficient to base such certification. If certification to the CITY or permitting agencies requires as-built drawings, the as-built drawings shall be provided by the contractor or the CITY. CONSULTANT shall notify the CITY promptly regarding any material deviations from the design and/or permit in the construction.

6.4 All inspections services shall be identified by the Specific Task Authorization.

ARTICLE 7 – TERMINATION

7.1 This Agreement or any Addenda hereunder may be terminated at any time by the CITY at its convenience upon notice to the CONSULTANT and, in such event, the CONSULTANT will be paid for services rendered prior to the termination but shall not be entitled to prospective profits on services not performed. The CONSULTANT shall have a reasonable amount of time, after receipt of termination notice, to terminate its activities. The CITY agrees to pay the CONSULTANT's reasonable costs associated with such termination.

Article 8 - INDEMNIFICATION

8.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

ARTICLE 9 – INSURANCE

9.1 CONSULTANT carries and will continue during the term of this Agreement to carry: Workers' Compensation/Employers' Liability, Commercial General Liability (including Contractual Liability and Completed Operations) and Business Automobile Liability, each as occurrence based policies in the amounts and on the terms set forth in Exhibit A, attached. CONSULTANT may provide the required coverage for these policies in combination of primary and umbrella or excess liability insurance policies. CONSULTANT also now carries and will continue during the Term of the Agreement to carry Professional Liability Insurance on a claims-made basis in the amounts and on the terms set forth in Exhibit A, attached. All coverages shall name the City as an additional insured.

ARTICLE 10 – PERMITTING

10.1 The CITY herein acknowledges that several local, state, and federal environmental regulatory permits may be required for the CITY's project. The CONSULTANT will assist the CITY in preparing these permits at the CITY's direction. However, the CITY acknowledges that it has the responsibility for submitting, obtaining, and abiding by all required permits. Furthermore, the CITY holds the CONSULTANT harmless from any losses or liabilities from such permitting or regulatory action; provided the foregoing does not constitute an indemnity by the CITY to the CONSULTANT regarding any claims for loss or liabilities asserted against the CONSULTANT by third parties.

ARTICLE 11 – OWNERSHIP OF DOCUMENTS

11.1 All original documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory tests data, calculations, and estimates, prepared by the CONSULTANT as instruments of service pursuant to this Agreement, shall upon completion become the property of the CITY. The CITY agrees that all documents of any nature furnished to the CITY or CITY's agents or designees, if not paid for, will be returned upon demand and will not be used by the CITY for any purpose whatsoever. The CITY further agrees that under no circumstances shall the documents produced by the CONSULTANT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of the CONSULTANT. The CITY shall have the right to obtain copies of all documents subject to payment for reasonable costs of reproduction.

ARTICLE 12 – MISCELLANEOUS

12.1 Any notice required or permitted hereunder shall be deemed to have been duly given if the same shall have been sent via certified or registered mail (return receipt requested), or by any commercial express delivery or courier service (with receipt), with postage or other charges prepaid, in an envelope addressed to the party to whom notice is to be given, at the address shown below:

If to CONSULTANT:	If to CITY:
_____	City of Atlantic Beach
_____	1200 Sandpiper Lane
_____	Atlantic Beach, FL 32233
Attention: _____	Attention: Steve Swann
Title _____	Title: City Engineer

12.2 The CITY and the CONSULTANT each binds itself, its successors and assigns to the other party of this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign this Agreement without the prior written consent of the other party.

12.3 This Agreement represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

12.4 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of the CONSULTANT's engineering services pursuant to the Agreement; or (ii) the date of issuance of the CONSULTANT's final invoice for acts or failures to act occurring after substantial completion of the engineering services pursuant to this Agreement.

12.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY and/or the CONSULTANT.

12.6 This Agreement shall be governed in all respects by the laws of the State of Florida.

12.7 If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision and this AGREEMENT will be constructed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

12.8 Any TOTAL COST provided in Addenda under this Agreement and any invoicing thereunder are subject to adjustment to exclude any significant sums by which owner determines the same to have been increased due to inaccurate, incomplete, or non-current wage rates, direct costs, and subconsultant cost; provided the CITY shall make all such adjustments within one (1) year following the termination or completion of the Addenda services.

12.9 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers.

CONSULTANT:

By:_____

ATTEST:_____

CITY:

_____
William B. Killingsworth, City Manager

ATTEST:_____

EXHIBIT A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
INSURANCE

TYPE OF COVERAGE	MINIMUM LIMITS OF COVERAGE

INSURANCE REQUIREMENTS: The CONSULTANT shall procure and maintain during the term of the continuing contract, insurance of the types and in the minimum amounts stated below.

	Coverages	**Schedule Minimums**
A.	**Workers' Compensation Florida** *Statutory Coverage and Employer's Liability (including Appropriate Federal Acts)*	$100,000 – each accident $100,000 – each employee $500,000 – policy limit for disease
B.	**Comprehensive General Liability**	$1,000,000 – bodily injury each occurrence $1,000,000 – bodily injury aggregate $1,000,000 – property damage each occurrence $1,000,000 – property damage aggregate
C.	**Products – Completed Operations**	$1,000,000 – aggregate
D.	**Business Auto Liability** *(All autos – owned, hired or used)*	Same as Comprehensive General Liability
E.	**Professional Liability**	Same as Comprehensive General Liability
F.	**Excess or Umbrella Liability**	Optional

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the City's construction project manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City. **All coverages, except Workers' Compensation and Professional Liability, shall name the City as "additional insured."**

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

PUBLIC RECORDS PROVISIONS
FOR ALL CONTRACTS AND AMENDMENTS
Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

Section 119.0701. Public Records

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DONNA BARTLE, THE CITY CLERK AND THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-5809, DBARTLE@COAB.US, 800 SEMINOLE ROAD, ATLANTIC BEACH, FLORIDA 32233.**

b) The contractor shall comply with Chapter 119, Florida Statutes, in regards to public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(c) Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

PUBLIC RECORDS PROVISIONS

FOR ALL CONTRACTS AND AMENDMENTS

Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

This is to confirm that we have received the Public Records Provisions

Signed: _____ Print:_____

Company:_____ Phone:_____

E-Mail:_____ Date:_____

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: RFQ 25-02 Continuing Contracts for Surveying Services

DATE SUBMITTED: April 29, 2025

SUBMITTED BY: Rick Carper, Interim Public Works Director

MEETING DATE: May 12, 2025

BACKGROUND: To expedite surveying projects, staff advertised a Request for Qualifications (RFQ 25-02) in accordance with the Consultant's Competitive Negotiation Act (CCNA). It is in the City's best interest to have multiple surveying and mapping firms under contract so that multiple projects can be completed expeditiously. It also allows the City to take advantage of a particular firm's ability to complete a specific size or type of project.
These will be non-exclusive contracts that do not preclude the City from selecting different firms to perform similar services for the City. The contracts will be for a period of five years, with an option to cancel after years 3 and 4. Surveying and mapping services are primarily for stormwater, roadway, water and sewer, but may be for any City purpose. No guarantee of fees is made as a result of this selection.

Each Task assigned under these Contracts is not limited in scope or amount, but will be individually negotiated and authorized under the City's normal purchasing process. Authorization of any individual task fee larger than $25,000 will require City Commission approval.
Proposals from 9 qualified firms were received. Staff reviewed the proposals and ranked the firms based on the criteria specified in the RFQ. Staff recommends the top 4 firms be selected:

- DRMP, Inc.
- ETM (England, Thimms, and Miller)
- SAM Surveying & Mapping, LLC
- SSMC Southeastern Surveying and Mapping Corporation

BUDGET: Funds will be budgeted under specific projects or under the Professional Services line item for the appropriate account.

RECOMMENDATION: Award continuing surveying services contracts to the four top ranked firms.

ATTACHMENT(S):
1. Staff Ranking of Surveying Firms
2. Request for Qualifications RFQ 25-02
3. Sample Contract

APPROVED BY CITY MANAGER: _____

EVALUATION OF QUALIFICATIONS SUBMITTED FOR
SURVEYING SERVICES
RFQ 25-02

Company	Past Record of Professional Accomplishments	Firm's Professional Qualifications & Project Team	Staff Availability and Capability to Meet Deadlines	Financial Responsibility and Insurance	Proximity	Combined Weighted Score	Rank
30	30%	30%	10%	10%	20%		
Alliant Engineering	Evaluator 1 25 Evaluator 2 25 Evaluator 3 25 Average 25.0 Weighted 75.0	Evaluator 1 26 Evaluator 2 25 Evaluator 3 25 Average 25.3 Weighted 76.0	Evaluator 1 10 Evaluator 2 5 Evaluator 3 5 Average 6.7 Weighted 6.7	Evaluator 1 10 Evaluator 2 9 Evaluator 3 8 Average 9.0 Weighted 9.0	Evaluator 1 18 Evaluator 2 18 Evaluator 3 18 Average 18.0 Weighted 36.0	202.7	6
CPC	Evaluator 1 24 Evaluator 2 30 Evaluator 3 30 Average 28.0 Weighted 84.0	Evaluator 1 28 Evaluator 2 29 Evaluator 3 28 Average 28.3 Weighted 85.0	Evaluator 1 10 Evaluator 2 7 Evaluator 3 7 Average 8.0 Weighted 8.0	Evaluator 1 10 Evaluator 2 5 Evaluator 3 6 Average 7.0 Weighted 7.0	Evaluator 1 10 Evaluator 2 8 Evaluator 3 18 Average 12.0 Weighted 24.0	208.0	5
DRMP	Evaluator 1 29 Evaluator 2 28 Evaluator 3 29 Average 28.7 Weighted 86.0	Evaluator 1 29 Evaluator 2 30 Evaluator 3 27 Average 28.7 Weighted 86.0	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 9.0	Evaluator 1 10 Evaluator 2 10 Evaluator 3 10 Average 10.0 Weighted 10.0	Evaluator 1 20 Evaluator 2 18 Evaluator 3 18 Average 18.7 Weighted 37.3	228.3	1
ETM	Evaluator 1 28 Evaluator 2 27 Evaluator 3 27 Average 27.3 Weighted 82.0	Evaluator 1 29 Evaluator 2 30 Evaluator 3 30 Average 29.7 Weighted 89.0	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 8.7	Evaluator 1 10 Evaluator 2 10 Evaluator 3 10 Average 10.0 Weighted 10.0	Evaluator 1 17 Evaluator 2 18 Evaluator 3 18 Average 17.7 Weighted 35.3	225.0	2
JBPro	Evaluator 1 25 Evaluator 2 25 Evaluator 3 24 Average 24.7 Weighted 74.0	Evaluator 1 28 Evaluator 2 21 Evaluator 3 20 Average 23.0 Weighted 69.0	Evaluator 1 10 Evaluator 2 5 Evaluator 3 5 Average 6.7 Weighted 6.7	Evaluator 1 10 Evaluator 2 5 Evaluator 3 5 Average 6.7 Weighted 6.7	Evaluator 1 17 Evaluator 2 13 Evaluator 3 12 Average 14.0 Weighted 28.0	184.3	7
Matthews/DCCM	Evaluator 1 25 Evaluator 2 26 Evaluator 3 25 Average 25.3 Weighted 76.0	Evaluator 1 25 Evaluator 2 19 Evaluator 3 18 Average 20.7 Weighted 62.0	Evaluator 1 10 Evaluator 2 9 Evaluator 3 9 Average 9.3 Weighted 9.3	Evaluator 1 10 Evaluator 2 8 Evaluator 3 8 Average 8.7 Weighted 8.7	Evaluator 1 18 Evaluator 2 12 Evaluator 3 12 Average 14.0 Weighted 28.0	184.0	8
North Florida Professional Services	Evaluator 1 25 Evaluator 2 21 Evaluator 3 20 Average 22.0 Weighted 66.0	Evaluator 1 25 Evaluator 2 19 Evaluator 3 20 Average 21.3 Weighted 64.0	Evaluator 1 10 Evaluator 2 6 Evaluator 3 7 Average 7.7 Weighted 7.7	Evaluator 1 10 Evaluator 2 5 Evaluator 3 7 Average 7.3 Weighted 7.3	Evaluator 1 18 Evaluator 2 18 Evaluator 3 17 Average 17.7 Weighted 35.3	180.3	9
SAM Surveying & Mapping	Evaluator 1 27 Evaluator 2 25 Evaluator 3 25 Average 25.7 Weighted 77.0	Evaluator 1 29 Evaluator 2 29 Evaluator 3 29 Average 29.0 Weighted 87.0	Evaluator 1 10 Evaluator 2 9 Evaluator 3 7 Average 8.7 Weighted 8.7	Evaluator 1 10 Evaluator 2 9 Evaluator 3 10 Average 9.7 Weighted 9.7	Evaluator 1 20 Evaluator 2 18 Evaluator 3 18 Average 18.7 Weighted 37.3	219.7	4
SSMC	Evaluator 1 28 Evaluator 2 27 Evaluator 3 28 Average 27.7 Weighted 84.0	Evaluator 1 29 Evaluator 2 28 Evaluator 3 27 Average 28.0 Weighted 84.0	Evaluator 1 10 Evaluator 2 10 Evaluator 3 10 Average 10.0 Weighted 10.0	Evaluator 1 10 Evaluator 2 8 Evaluator 3 9 Average 9.0 Weighted 9.0	Evaluator 1 20 Evaluator 2 17 Evaluator 3 16 Average 17.7 Weighted 35.3	222.3	3
Team Fischel	Evaluator 1 20 Evaluator 2 16 Evaluator 3 20 Average 18.7 Weighted 56.0	Evaluator 1 25 Evaluator 2 22 Evaluator 3 20 Average 22.3 Weighted 67.0	Evaluator 1 10 Evaluator 2 4 Evaluator 3 5 Average 6.3 Weighted 6.3	Evaluator 1 10 Evaluator 2 9 Evaluator 3 8 Average 9.0 Weighted 9.0	Evaluator 1 10 Evaluator 2 12 Evaluator 3 10 Average 10.7 Weighted 21.3	159.7	10

City of Atlantic Beach
RFQ 25-02

REQUEST FOR QUALIFICATIONS
for
PROFESSIONAL SURVEYING SERVICES
RFQ 25-02

The City of Atlantic Beach is seeking submittal of qualifications from professional firms interested in providing surveying services. The goal of this RFQ is to award multiple simultaneous continuing contracts to firms to provide professional surveying and mapping services. These will be nonexclusive, continuing contracts for a period of five (5) years, with an option to cancel at the end of the 3rd and 4th years at the discretion of the City. Fees will be negotiated per the Consultants' Competitive Negotiation Act, Chapter 287.055 F.S., a Task Authorization will be assigned, and a Purchase Order will be issued for each work assignment under these continuing contracts.

Responses to this RFQ must be submitted in duplicate, with one (1) exact digital copy, by 4:00 pm, Wednesday, March 19, 2025, to:

Patty Drake, Procurement Officer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

All questions concerning the submittal of proposals must be submitted in writing to Patty Drake at PDrake@coab.us and shall be received **no later than 4:00 p.m., Friday, March 14, 2025.** No questions may be directed to any other party. All interpretations will be provided in the form of an addendum and will be published on the City's website.

1. **PROJECT SCOPE:** The objective of this RFQ is to award simultaneous continuing contracts to obtain survey information necessary to establish horizontal and vertical control, to determine existing site conditions, and/or to develop legal descriptions including but not limited to road Rights-of-Way, utilities, and easements for various projects. General requirements are as follows:

   A. All topographic field surveying accomplished under this contract shall be performed in accordance with acceptable standards for land surveying in accordance with Chapter 472 of the Florida Statutes. Third order accuracy shall be required for the horizontal and vertical control. Vertical control shall be based on NAVD 1988, Horizontal control shall be on the NAD 1983 State Plane Florida East FIPS 0901 (feet); and shall be tied to a known National Geodetic Survey benchmark. Field work shall begin within two weeks of receipt of a Purchase Order unless specific approval is granted by the Public Works Director.

All data entry into field books will be neat and in a legible manner. Upon completion, copies of field books will be submitted to the Public Works Director, if requested, and retained by the SURVEYOR as records.

Field personnel are to comply with the requirements of the FDOT Survey Safety Handbook.

B. Horizontal and Vertical Control – Temporary benchmarks shall be established as necessary. These benchmarks shall be set, using a closed level loop, from an established National Geodetic Survey benchmark. All level runs, temporary benchmark descriptions and National Geodetic Survey benchmark descriptions shall be clearly recorded in the field book. Baseline control and stationing shall be established on separate AutoCAD layers if necessary.

C. Topographic surveys conducted at the request of the City shall include all depicted areas for proposed construction or otherwise identified. The survey shall consist of collection of pertinent physical data and locating features within the indicated areas for the length of the rights-of-way. Features to be considered in the inventory include, but are not limited to, the following:

1. Type and width of pavement, with street, curb and driveway radii.
2. Apparent boundary and property lines and property irons.
3. Fences, hedges, plantings, all trees and large bushes (with sizes and types).
4. Driveways and sidewalks, type indicated.
5. Buildings and structures.
6. Streets and crossings.
7. Utilities (both above and below ground). This will include features such as poles, valves & boxes for gas, telephone, electric, TV, and water lines; meters and hydrants, sewer lines, manholes with inverts and direction and size and service cleanouts, etc.
8. Drainage structures, culverts (with sizes and types) and inverts and direction.

   If storm systems are located within or crossing a project, obtain necessary up or downstream elevations and/or inverts to determine the elevation of the pipe where it crosses the project area.

Manhole numbers shall be clearly indicated and verified with Global Position System coordinates furnished by the City.

D. Profiles and Elevations – Elevations for the following specific items required for vertical control:

1. All rim elevations and inverts (flow lines of underground utilities such as storm sewers, catch basins, culverts, sanitary sewers, manholes (storm, sanitary, electric, telephone, etc.) or any other underground conflicts. Pipe diameters (inside diameter) shall be determined by entering manhole to make measurement, not by estimation from the top. Subsurface underground excavation (SUE) capabilities are integral to this work.

2. Elevations of roadways, building finished floor, structure foundations, and exposed pipes.

3. Spot elevations at locations important to the design.

4. Ditches, streams and other abnormal breaks in grade.

5. One-foot contour lines for contours on all topographical drawings.

6. All road surveys shall have stationing.

E. Property Survey and Establishment of Easements – Survey and locations for the following specific items required to accurately locate property lines and establish Utility Easements as requested:

1. Locate lot and property lines based on latest plat and subdivision information.

2. Develop plans showing the easements to be located at the required distances off the lot or property lines.

3. Establish current property ownership for the lots affected by the easements and street address numbers.

4. Follow all requirements of the City of Atlantic Beach and City of Jacksonville / Duval County in the establishment of easements.

F. Computer Plotting – All survey data shall be reduced and input into computer generated drawings using the drafting software package by AutoCAD. All drawings shall be plotted with the requirements indicated in the attached Requirements for AutoCAD Plans.

G. Submittals – The field notes within the AutoCAD drawing file shall be plotted to a scale of 1" = 20', 24" by 36" size, unless otherwise specified. Submittal

shall include two prints of the plotting and the original, sealed by a Florida Professional Land Surveyor. Field books shall be submitted upon request and approval of the submitted plans. A copy of the AutoCAD files shall be made available to the City of Atlantic Beach. Surveys provided are property of the City of Atlantic Beach and may be used by the City for any purpose.

H. Cleanup – Following completion and in-house review of fieldwork, all survey tape and flags are to be removed from the project site. Any tree branches, palm fronds, or other vegetation cut for the survey are to be picked up but may be disposed of in the Public Works Yard green waste container. Removal of temporary benchmarks, IP nails and other ground markers is not required.

2. **NON-EXCLUSIVE:** Notwithstanding the continuing contracts resulting from this RFQ, the City reserves the right to follow its normal purchasing procedures at any time to procure the services identified herein from other consultants.

3. **MINIMUM REQUIREMENTS OF CONSULTANT(S):**

A. Current Florida registration as a Professional Surveyor.

B. Preferably a local office (Duval County) in which the work will be done.

C. Local staff with the capability of performing the required field work.

D. Demonstrated capability, past experience, and expertise in providing professional surveying and mapping services related to Public Works/Public Utilities projects.

E. Firm must have a minimum of five (5) years local experience.

4. **SCHEDULES:**

A. **Assignment of Consultant(s):** It is the City's intention to assign requirements in a reasonable manner with the consultant(s) having the continuing contracts which result from this RFQ. Notwithstanding, the City reserves the right of sole discretion on assignment of each requirement/project, subject solely to the best interests of the City.

B. **Budgetary:** Consultant fees will be negotiated for each requirement via a scope of services from Public Works/Public Utilities and a written proposal from the assigned consultant.

C. **Time:** Consultants providing services for project design, reports, bids, and/or technical documents shall begin work within 14 days of issuance of

the notice to proceed, unless otherwise approved by the City. An actual production schedule will be established during negotiation with the consultant.

5. CITY REPRESENTATIVES:

A.	Designated Representatives	-	Public Works Director
B.	Project Manager	-	As designated for individual projects
C.	Technical Contacts	-	As designated for individual projects

6. FEES: A maximum of 150% overhead and 10% profit will be allowed on direct labor. Alternatively, a Florida Department of Transportation audited overhead rate may be utilized in lieu of a 150% overhead rate. Subconsultant fees and other direct costs will be billed to the City at the direct cost to the Consultant.

7. CONSULTANT(S) WRITTEN RESPONSE REQUIREMENTS AND SELECTION PROCESS:

A. **SELECTION PROCESS:** Consultant selection shall be in accordance with this Request For Qualifications. The evaluation process shall determine qualifications, interest, and availability. City staff will review all written responses. This review will result in a ranked list of fully qualified respondents. If deemed necessary, *informal* interviews may be conducted with selected respondents based upon the evaluation of the written responses. The City reserves the right to reject any and all responses, waive informalities and technicalities, and make awards to the firm(s) whose response best serves the interest of the City. The City reserves the right to conduct investigations as it deems necessary to determine the ability of any respondent to perform the services requested.

B. **METHOD OF RANKING:** During the review of written responses, each criterion below will be ranked numerically. In addition, each criterion has been assigned a scaled value that weights the criterion's significance. The scaled value will be multiplied by the ranking of each criterion to quantify that criterion. The scaled value is denoted in brackets [ ] following each criterion's title. The sum of the scores derived from this multiplication process will be used as an aid in selecting the consultant(s).

C. **WRITTEN QUALIFICATIONS PACKAGE REQUIREMENT:** Respondents are to adhere to the requirements shown below. Failure to do so may result in rejection of response as non-responsive.

- Be concise. **Maximum number of response pages allowed is 40**.
- Provide adequate information on each criterion below.
- Provide the ranking criteria information below in the order shown.

D. **RANKING CRITERIA:**

1) **Past Record of Professional Accomplishments [30%]:** A list plus a brief description of completed public sector projects similar to City projects under consideration. Provide a reference list of public sector entities within the State of Florida (preferably within Northeast Florida and the City of Atlantic Beach) for which similar services have been provided. Include the public entity's contact person, email address, and telephone numbers.

2) **Firm's Professional Qualifications and Project Team [30%]:** List Consultant team members, including detailed resumes. Give brief bullets on education, training and experience for project personnel. *Team members listed in the response must be available for work on City projects during the entire contract period.* In the event a team member leaves the employment of the consultant during the contract period, another team member with equal or better experience and qualifications must be submitted, subject to the approval of the Public Works Director.

3) **Staff Availability and Capability to Meet Deadlines [10%]:** Current and projected workload for the project team which indicates the availability of staff to complete assigned projects in a timely manner. The timeliness of completion of current or past projects for the City of Atlantic Beach will be included in this criterion, if applicable.

4) **Financial Responsibility and Insurance [10%]:** The form of business of the prime consultant, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference; and any other information the applicant may wish to supply to verify financial responsibility. Include the most recent audit, bank reference or accounting summary, or other information that illustrates Financial Responsibility for the firm (signed by an outside third party), and current certificate of insurance. Financial information may be packaged in a separate sealed envelope if desired.

5) **Proximity [20%]:** Location of the consultant's home office (corporate headquarters) and location of the local office where the project(s) will be produced. The members of the project teams

should be ***permanently assigned*** to the project office. Routine and responsive face-to-face interaction will be important in servicing the City's needs in carrying out this continuing contract. In the event a team member is relocated, another team member with equal or better experience and qualifications shall be substituted. Team members shall not be transferred, relocated or reassigned while performing work on a specific City project without prior approval of the Public Works Director.

8. **INDEMNIFICATION REQUIREMENTS:** The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

9. **INSURANCE REQUIREMENTS:** The consultant(s) shall procure and maintain during the term of the continuing contract, insurance of the types and in the minimum amounts stated below.

Coverages	Schedule Minimums
A. **Workers' Compensation Florida** *Statutory Coverage and Employer's Liability (including Appropriate Federal Acts)*	$100,000 – each accident $100,000 – each employee $500,000 – policy limit for disease
B. **Comprehensive General Liability**	$1,000,000 – bodily injury each occurrence $1,000,000 – bodily injury aggregate $1,000,000 – property damage each occurrence $1,000,000 – property damage aggregate
C. **Products – Completed Operations**	$1,000,000 – aggregate
D. **Business Auto Liability** *(All autos – owned, hired or used)*	Same as Comprehensive General Liability
E. **Professional Liability**	Same as Comprehensive General Liability
F. **Excess or Umbrella Liability**	Optional

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance approved by the City, evidencing the maintenance of said insurance shall be furnished to the City's construction

project manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City. **All coverages, except Workers' Compensation and Professional Liability, shall name the City as "additional insured."**

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

10. **ANTI-COLLUSION REQUIREMENT:** Under no circumstances shall any prospective respondent, or any person or persons acting for or on behalf of any said prospective respondent, seek to influence or gain the support of any member of the City Commission or the City Staff favorable to the interest of any prospective respondent or seek to influence or gain the support of any member of the City Commission or City Staff against the interest of any prospective respondent. Any such activities shall result in the exclusion of the prospective respondent from consideration by the City.

11. **PUBLIC ENTITY CRIMES REQUIREMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **PUBLIC RECORDS PROVISIONS FOR ALL CONTRACTS AND AMENDMENTS:** As of July 1, 2016, an act relating to public records; amending s.119.0701, F.S.; requiring a public agency contract for services to include a statement providing the contact information of the public agency's custodian of public records; prescribing the form of the statement; revising required provisions in a public agency contract for services regarding a contractor's compliance with public records laws.

PROFESSIONAL SURVEYING SERVICES AGREEMENT

This PROFESSIONAL SURVEYING SERVICES AGREEMENT ("Agreement") is entered into and is made effective as of _____ between the City of Atlantic Beach, a political subdivision of the State of Florida (the "CITY") and _____ (the "CONSULTANT").

On the terms and conditions hereinafter set forth, the CITY retains the CONSULTANT and the CONSULTANT accepts such retention to perform certain tasks, duties and services (hereinafter collectively referred to as "Services"). Scope of the services under this agreement may be any type Engineering or related services needed by the CITY.

This is a nonexclusive agreement and does not preclude the CITY from using any other firm to perform similar services. Execution of this agreement does not obligate the CITY to award any services or to compensate the CONSULTANT in any way unless specifically required by a future Task Authorization.

The CITY's Designated Representative for this Agreement will be the Public Works Director.

ARTICLE 1 – TERM OF AGREEMENT

1.1 The Term of this Agreement shall begin on the date hereof. This Agreement shall be deemed a continuing contract within the meaning of Section 287.055, Florida Statutes and such will be for a period of five (5) years.

ARTICLE 2 – SCOPE OF SERVICES AND SCHEDULE

2.1 The general scope of the CONSULTANT'S obligations hereunder shall be to serve in a consultative capacity for the CITY and to perform the services necessary to accomplish the General Objectives and Tasks as set forth in a separate Task Authorization. Future Task Authorization will outline the basic services and fee structure to be made a part of this Agreement. Specific scope, schedule and corresponding fees shall be identified for each service and shall be authorized by the CITY upon execution of a Task Authorization under the terms of this agreement.

2.2 The only warranty or guarantee made by the CONSULTANT in connection with the services performed hereunder is that the CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions by competent and reputable members of the profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by the consulting services or by furnishing oral or written reports. The CONSULTANT shall be liable to the CITY for all work performed by subconsultants retained by the CONSULTANT as if such work had been performed directly by the CONSULTANT and applying the foregoing standard.

ARTICLE 3 – PAYMENT

3.1 The CITY agrees to pay the CONSULTANT, or cause the CONSULTANT to be paid for Services rendered hereunder during the term of this Agreement, in accordance with executed Task Authorizations. CONSULTANT'S overhead is limited to 150% and profit is limited to 10% on direct labor. Subconsultant fees and other direct costs will be billed to the CITY at the direct cost to the CONSULTANT.

3.2 For portions of the Services that may be cost reimbursable, the CONSULTANT agrees to keep accurate records showing all charges and expenses incurred by the CONSULTANT. The CITY has the right upon reasonable notice, to audit (at any time up to one year after completion of the cost reimbursable portion of the Services) expenses and disbursements made or incurred in connection with the Services to be performed and may examine any relevant records of the CONSULTANT. No examination of the records shall unreasonably delay or defer the obligation of the CITY to make payment of undisputed invoices from the CONSULTANT as provided herein, as long as such records are in order and accurately reflect the CONSULTANT's actual costs incurred.

3.3 Payment is due from the CITY upon receipt of invoice from the CONSULTANT. The CITY shall make all payments in accordance with the Florida Prompt Payment Act. All requests for payment shall itemize and identify with specificity fees charged in accordance with the fee schedule contained in the Task Authorization. Appropriate supporting documentation of subconsultant costs and direct costs incurred external to the CONSULTANT sufficient to meet the CITY's audit requirements shall be submitted with the appropriate invoice.

ARTICLE 4 – CHANGES

4.1 This Agreement may be amended, altered or changed only in a written instrument signed by the CITY and the CONSULTANT; provided, however, that the CITY may reduce the Scope of Services herein without approval by the CONSULTANT.

ARTICLE 5 – LIMITATION OF LIABILITY

5.1 With respect to damages incurred by the CITY arising out of any error, omission or other professional negligence for which the CONSULTANT is responsible hereunder pursuant to the standard referenced in Article 2.2 hereof, the CITY agrees that the CONSULTANT's liability shall be limited to $1,000,000.00 (one million).

5.2 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 6 – TERMINATION

6.1 This Agreement or any Addenda hereunder may be terminated at any time by the CITY at its convenience upon notice to the CONSULTANT and, in such event, the CONSULTANT will be paid for services rendered prior to the termination but shall not be entitled to prospective profits on services not performed. The CONSULTANT shall have a reasonable amount of time, after receipt of termination notice, to terminate its activities. The CITY agrees to pay the CONSULTANT's reasonable costs associated with such termination.

ARTICLE 7 - INDEMNIFICATION

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

ARTICLE 8 – INSURANCE

8.1 CONSULTANT carries and will continue during the term of this Agreement to carry: Worker's Compensation/Employers' Liability, Commercial General Liability (including Contractual Liability and Completed Operations) and Business Automobile Liability, each as occurrence based policies in the amounts and on the terms set forth in Exhibit A, attached. CONSULTANT may provide the required coverage for these policies in combination of primary and umbrella or excess liability insurance policies. CONSULTANT also now carries and will continue during the Term of the Agreement to carry, Professional Liability Insurance on a claims-made basis in the amounts and on the terms set forth in Exhibit A, attached. All coverages shall name the CITY as "additional insured."

ARTICLE 9 – OWNERSHIP OF DOCUMENTS

9.1 All original documents prepared by the CONSULTANT as instruments of service pursuant to this Agreement shall, upon completion, become the property of the CITY. The CITY agrees that all documents of any nature furnished to the CITY or CITY's agents or designees, if not paid for, will be returned upon demand and will not be used by the CITY for any purpose whatsoever. The CITY further agrees that under no circumstances shall the documents produced by the CONSULTANT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of the CONSULTANT. The CITY shall have the right to obtain copies of all documents subject to payment for reasonable costs of reproduction.

ARTICLE 10 – MISCELLANEOUS

10.1 Any notice required or permitted hereunder shall be deemed to have been duly given if the same shall have been sent via certified or registered mail (return receipt requested), or by any commercial express delivery or courier service (with receipt), with postage or other charges prepaid, in an envelope addressed to the party to whom notice is to be given, at the address shown below

If to CONSULTANT:	If to CITY:
_____	City of Atlantic Beach
_____	1200 Sandpiper Lane
_____	Atlantic Beach, FL 32233
Attention: _____	Attention: Steve Swann
Title _____	Title: City Engineer

10.2 The CITY and the CONSULTANT each binds itself, its successors and assigns to the other party of this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign this Agreement without the prior written consent of the other party.

10.3 This Agreement represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

10.4 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of the CONSULTANT's surveying services pursuant to the Agreement; or (ii) the date of issuance of the CONSULTANT's final invoice for acts or failures to act occurring after substantial completion of the engineering services pursuant to this Agreement.

10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY and/or the CONSULTANT.

10.6 This Agreement shall be governed in all respects by the laws of the State of Florida.

10.7 If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision and this AGREEMENT will be constructed as if such invalid, illegal or unenforceable provisions had never been contained herein.

10.8 Any TOTAL COST provided in Addenda under this Agreement and any invoicing thereunder are subject to adjustment to exclude any significant sums by which owner determines the same to have been increased due to inaccurate, incomplete, or non-current wage rates, direct costs and subconsultant cost; provided the CITY shall make all such adjustments within one (1) year following the termination or completion of the Addenda services.

10.9 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers.

CONSULTANT:	CITY:
By:_____	_____ William B. Killingsworth, City Manager
ATTEST:_____	ATTEST:_____

EXHIBIT A
PROFESSIONAL SURVEYING SERVICES AGREEMENT
INSURANCE

TYPE OF COVERAGE — MINIMUM LIMITS OF COVERAGE

INSURANCE REQUIREMENTS: The CONSULTANT shall procure and maintain during the term of the continuing contract, insurance of the types and in the minimum amounts stated below.

	Coverages	Schedule Minimums
A.	**Workers' Compensation Florida** *Statutory Coverage and Employer's Liability (including Appropriate Federal Acts)*	$100,000 – each accident $100,000 – each employee $500,000 – policy limit for disease
B.	**Comprehensive General Liability**	$1,000,000 – bodily injury each occurrence $1,000,000 – bodily injury aggregate $1,000,000 – property damage each occurrence $1,000,000 – property damage aggregate
C.	**Products – Completed Operations**	$1,000,000 – aggregate
D.	**Business Auto Liability** *(All autos – owned, hired or used)*	Same as Comprehensive General Liability
E.	**Professional Liability**	Same as Comprehensive General Liability
F.	**Excess or Umbrella Liability**	Optional

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the City's construction project manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City. **All coverages, except Workers' Compensation and Professional Liability, shall name the City as "additional insured."**

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

PUBLIC RECORDS PROVISIONS
FOR ALL CONTRACTS AND AMENDMENTS
Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

Section 119.0701. Public Records

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DONNA BARTLE, THE CITY CLERK AND THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-5809, DBARTLE@COAB.US, 800 SEMINOLE ROAD, ATLANTIC BEACH, FLORIDA 32233.**

b) The contractor shall comply with Chapter 119, Florida Statutes, in regards to public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(c) Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

PUBLIC RECORDS PROVISIONS

FOR ALL CONTRACTS AND AMENDMENTS

Effective as of July 1, 2016 per Chapter 2016-20, Laws of Florida

This is to confirm that we have received the Public Records Provisions

Signed: _____ Print: _____

Company: _____ Phone: _____

E-Mail: _____ Date: _____

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 25-25-46, Flood Hazard Areas

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: May 7, 2025

MEETING DATE: May 12, 2025

BACKGROUND: The purpose of the city's floodplain ordinance is to protect public health and safety and to minimize public and private losses due to flooding through the regulation of development in flood hazard areas. Further, the ordinance is required for the city to participate in the FEMA National Flood Insurance Program (NFIP) which provides flood insurance to property owners, renters and businesses. Without the ordinance, federal flood insurance would not be available within the city.

The NFIP Community Rating System (CRS) is a voluntary incentive program that provides discounted flood insurance premium rates within cities that exceed the minimum NFIP requirements by implementing "higher" (stricter) standards. Atlantic Beach is one of over 1,500 communities that participate in the CRS. In 2020, Atlantic Beach increased its rating from a Class 7 to a Class 6 community resulting in a premium discount of 20% for property owners, renters and businesses.

To maintain the city's current CRS Class 6 rating and 20% discount, the city must update its floodplain ordinance to meet the new FEMA standard requiring manufactured homes to meet the same elevation standards as other homes. The proposed ordinance only contains the minimum required to maintain the city's NFIP status.

Staff worked with the Florida Division of Emergency Management (FDEM) on the proposed update. FDEM serves as the State Coordinating Agency of the NFIP to work with municipalities to administer and update floodplain ordinances. Amendments to the floodplain ordinance were previously brought to Commission in 2023. This proposed amendment does NOT include changes proposed in 2023 including:

- Accessory structure regulations (have since been adopted by the state).
- Requirements regarding FEMA forms such as Elevation Certificates.
- Variance requests going to Community Development Board rather than Commission.
- Treating Coastal A Zones as V-Zones (stricter regulations for homes subject to wave action).

BUDGET: None

RECOMMENDATION: Commission review and vote on Ordinance No. 25-25-46

ATTACHMENT(S): 1) Ordinance No. 25-25-46
2) Exhibit A – Chapter 8 Flood Hazard Areas (redline version)

REVIEWED BY CITY MANAGER: Kevin Hogenp/Cw

ORDINANCE NO. 25-25-46

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH AMENDING THE CODE OF ORDINANCES, CHAPTER 8 FLOOD HAZARD AREAS, TO SPECIFY ELEVATION OF MANUFACTURED HOMES AND TO CLARIFY PREVIOUSLY ADOPTED BUILDING ELEVATIONS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Atlantic Beach participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and

WHEREAS, the City of Atlantic Beach achieved a CRS rating of Class 6, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for City of Atlantic Beach to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the City Commission determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Commission previously adopted a local technical amendment to the Florida Building Code and is reformatting those amendments as part of Chapter 8 Flood Hazard Areas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. Amendments. This ordinance specifically amends the Code of Ordinance, Chapter 8, Flood Hazard Areas, as set forth in "Exhibit A" attached to this ordinance and incorporated herein, as shown in strikethrough and underline format.

SECTION 2. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted by the City or any of its official and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 3. Fiscal Impact Statement. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Atlantic Beach. This ordinance shall apply to all applications in special flood hazard areas submitted on or after the effective date of this ordinance.

SECTION 5. Inclusion into the Code of Ordinances. It is the intent of the City Commission that the provisions of this ordinance shall become and be made a part of the City of Atlantic Beach's Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 7. Effective Date. This ordinance shall take effect upon final reading and approval.

Passed by the City Commission on first reading this _____ of April, 2025.

Passed by the City Commission on second and final reading on this _____of May, 2025.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

EXHIBIT A

Chapter 8 FLOOD HAZARD AREAS[1]

ARTICLE I. ADMINISTRATION

DIVISION 1. GENERAL—APPLICABILITY—DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR—PERMITS—SITE PLANS AND CONSTRUCTION DOCUMENTS—INSPECTIONS—VARIANCES AND APPEALS—VIOLATIONS

Subdivision I. In General

Sec. 8-1. [Title.]

These regulations shall be known as the floodplain management ordinance of the City of Atlantic Beach, hereinafter referred to as "this chapter."

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-2. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-3. Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare

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[1]Editor's note(s)—Section 2 of Ord. No. 25-13-43, adopted April 8, 2013, repealed the former Ch. 8, §§ 8-1—8-12, 8-21—8-25, 8-31—8-35, and enacted a new Ch. 8 as set out herein. The former Ch. 8 pertained to similar subject matter and derived from Ord. No. 25-11-42, § 1, adopted Oct. 10, 2011.

Cross reference(s)—Buildings and building regulations, Ch. 6; mobile homes, Ch. 10; planning/zoning/appeals, Ch. 14; zoning and subdivision regulations, Ch. 24.

State law reference(s)—Water resources, F.S. Ch. 373.

and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-4. Coordination with the Florida Building Code.

This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-5. Warning.

The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-6. Disclaimer of liability.

This chapter shall not create liability on the part of the City Commission of the City of Atlantic Beach or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision II. Applicability

Sec. 8-7. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-8. Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the City of Atlantic Beach, as established in section 8-9 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-9. Basis for establishing flood hazard areas.

The flood insurance study for Duval County, Florida and incorporated areas with an effective date of November 2, 2018, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Atlantic Beach Building Department, 800 Seminole Road, Atlantic Beach, Florida.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Sec. 8-10. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to sections 8-30 through 8-33 of this chapter, the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-11. Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-12. Abrogation and greater restrictions.

This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-13. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision III. Duties and Powers of the Floodplain Administrator

Sec. 8-14. Designation.

The city manager or his or her designee ~~building and zoning director~~ is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-15. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to sections 8-38 through 8-45 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-16. Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-17. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-18. Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to sections 8-38 through 8-45 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-19. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-20. Inspections.

The floodplain administrator shall make the required inspections as specified in sections 8-34 through 8-37 of this chapter for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-21. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 8-17 of this chapter;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code and this chapter to determine that such certifications and documentations are complete;

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Atlantic Beach are modified; and

(6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-22. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City of Atlantic Beach Building Department 800 Seminole Road Atlantic Beach, Florida.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision IV. Permits

Sec. 8-23. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-24. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-24.1. Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-25. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in sections 8-30 through 8-33 of this chapter.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Sec. 8-26. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-27. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or

abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-28. Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-29. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The St. Johns River Water Management District; F.S. § 373.036.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(6) Federal permits and approvals.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision V. Site Plans and Construction Documents

Sec. 8-30. Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection 8-31(2) or 8-32(3) of this chapter.

(3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the

flood insurance study, such elevations shall be established in accordance with subsection 8-31(1) of this chapter.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

(8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

(9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-31. Information in flood hazard areas without base flood elevations (approximate zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices;

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source;

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonable reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to develop base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is ~~four and one-half (4.5)~~ two and one-half (2.5) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than ~~four and one-half (4.5)~~ two and one-half (2.5) feet.

(4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-32. Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 8-33 of this chapter and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 8-33 of this chapter.

(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-33. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision VI. Inspections

Sec. 8-34. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-34.1. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-34.2. Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-35. Same, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 8-31(3)(b) of this chapter, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-36. Same, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 8-35 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-37. Manufactured homes.

The building official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the building official.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision VII. Variances and Appeals

Sec. 8-38. General.

The city commission shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the city commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-39. Appeals.

The city commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of the city commission may appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-40. Limitations on authority to grant variances.

The city commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 8-44 of this chapter, the conditions of issuance set forth in section 8-45 of this chapter, and the comments and recommendations of the floodplain administrator and the building official. The city commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-41. Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 8-32 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-42. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12~~1~~ Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-43. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 8-41, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-44. Considerations for issuance of variances.

In reviewing requests for variances, the city commission shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-45. Conditions for issuance of variances.

Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;

(2) Determination by the city commission that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

c. The variance is the minimum necessary, considering the flood hazard, to afford relief.

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision VIII. Violations

Sec. 8-46. Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-47. Reserved.

Sec. 8-48. Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-49. Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 25-13-43, § 2, 4-8-13)

ARTICLE II. DEFINITIONS

Sec. 8-50. Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this article.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-51. Terms defined in the Florida Building Code.

Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-52. Terms not defined.

Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter ~~or a request for a variance~~.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 2021~~612.2.~~] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 2021~~612.2.~~]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 2021~~612.2.~~]

Coastal A Zone. Flood hazard areas that have been delineated as subject to wave heights between 1 ½ (457 mm) and 3 feet (914 mm). Such areas are seaward of the Limit of Moderate Wave Action shown on the Flood Insurance Rate Map. [Also defined in Florida Building Code (FBC), B, Section 202]

Coastal construction control line. The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. Area within the special flood hazard area extending from offshore to the inland limit of a primary ~~frontal~~ dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on flood insurance rate maps (FIRM) as zone V1-V30, VO, VE, or V. ~~[Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]~~

Design flood. The flood associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 2021~~612.2.~~]

(1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before March 15, 1977. Also defined in FBC, B, Section 1612.2.

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 15, 1977.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding.* A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 2021~~612.2.~~]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 2021~~612.2.~~]

Flood hazard area. The greater of the following two (2) areas: [Also defined in FBC, B, Section 2021~~612.2.~~]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 2021~~612.2.~~]

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 2021~~612.2.~~]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway. The channel of ~~the~~a river, creek or other ~~riverine~~ watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 2021~~612.2.~~]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12~~1~~ Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR).* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F).* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional letter of map revision (CLOMR).A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas.* A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Limit of moderate wave action. Line shown on FIRMs to indicate the inland limit of the 1 ½ foot (457 mm) breaking wave height during the base flood. [Also defined in FBC, B, Section 202]

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 2021~~612.2.~~]

Manufactured home. A structure, transportable in one (1) or more sections, which is eight (8) body feet or more in width, ~~and~~ greater than four hundred (400) square feet, and which is built on an ~~permanent,~~ integral chassis and ~~is~~ designed to be used as a dwelling when connected ~~for use with or without a permanent foundation when attached~~ to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.~~ As used in this chapter, the term refers to the ~~market~~ value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the~~may be established by a qualified independent appraiser,~~ actual cash value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after March 15, 1977 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 15, 1977.~~

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle. ~~A vehicle, including a park trailer, which is: (~~See F.S. § 320.01~~)~~

~~(1) Built on a single chassis;~~

~~(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;~~

~~(3) Designed to be self-propelled or permanently towable by a light-duty truck; and~~

~~(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.~~

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. The land area ~~An area in the floodplain~~ subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map ~~a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs~~ as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 2021~~612.2.~~]

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means ~~either~~ the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of pilinges, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 2021~~612.2.~~]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 2021~~612.2.~~]

Substantial improvement. Any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 2021~~612.2.~~]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that is~~are~~ the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Wet floodproofing. The use of flood damage-resistant materials and construction techniques to minimize flood damage to structures by intentionally allowing floodwater to enter and exit automatically (without human intervention) to minimize unequal pressure of water on walls (called hydrostatic load or pressure).

(Ord. No. 25-13-43, § 2, 4-8-13)

ARTICLE III. FLOOD RESISTANT DEVELOPMENT

DIVISION 1. BUILDINGS AND STRUCTURES, SUBDIVISIONS, SITE IMPROVEMENTS, MANUFACTURED HOMES, RECREATIONAL VEHICLES AND PARK TRAILERS, TANKS, OTHER DEVELOPMENT

Subdivision I. Buildings and Structures, Subdivisions, Site Improvements

Sec. 8-53. Florida Building Code Amendments.

(1) Florida Building Code, Building and Residential, technical amendments.

a. All buildings and structures that are within a special flood hazard area shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus two and one-half (2.5) feet.

Sec. 8-543. Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 8-24.1 of this chapter, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of sections 8-75 through 8-82 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Sec. 8-554. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

(2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-565. Subdivisions; minimum requirements.

Subdivision proposals, including without limitation, proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards and to comply with all stormwater and impervious surface regulations contained in chapter 24, land development regulations. In zones AH and AO, adequate drainage paths shall also be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Editor's note(s)—Ord. No. 25-18-44, § 2, adopted July 9, 2018, changed the title of § 8-55 from "Minimum requirements" to read as herein set out.

Sec. 8-576. Subdivision plats.

Where any portion of proposed subdivisions, including without limitation, manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;

(2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations shall be determined in accordance with section 8-31(1) of this chapter; and

(3) Compliance with the site improvement and utilities requirements of sections 8-587 through 8-632 of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Sec. 8-587. Site improvements, utilities and limitations; minimum requirements.

All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards and to comply with all stormwater and impervious surface regulations contained in chapter 24, land development regulations. In zones AH

and AO, adequate drainage paths shall also be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Editor's note(s)—Ord. No. 25-18-44, § 2, adopted July 9, 2018, changed the title of § 8-57 from "Minimum requirements" to read as herein set out.

Sec. 8-598. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-6059. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-610. Limitations on sites in regulatory floodways.

No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 8-32(1) of this chapter demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-621. Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-632. Limitations on sites in coastal high hazard areas (zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 8-32(4) of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 8-82(3) of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13; Ord. No. 25-18-44, § 2, 7-9-18)

Subdivision II. Manufactured Homes

Sec. 8-643. General.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-654. Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this chapter.

(2) In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-665. Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-676. Elevation.

All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus two and one-half (2.5) feet. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with section 8-66.1 or 8-67 of this chapter, as applicable.~~

(Ord. No. 25-13-43, § 2, 4-8-13)

~~Sec. 8-66.1. General elevation requirement.~~

~~Unless subject to the requirements of section 8-67 of this chapter, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V).~~

(Ord. No. 25-13-43, § 2, 4-8-13)

~~Sec. 8-67. Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to section 8-66.1 of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (zone A) or Section R322.3 (zone V); or~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-68. Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-69. Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision III. Recreational Vehicles and Park Trailers

Sec. 8-70. Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than one hundred eighty (180) consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-70.1. Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 8-70 of this chapter for temporary placement shall meet the requirements of sections 8-63 through 8-69 of this chapter for manufactured homes.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision IV. Tanks

Sec. 8-71. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-72. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 8-73 of this chapter shall:

(1) Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (zone V).

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-73. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-74. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 25-13-43, § 2, 4-8-13)

Subdivision V. Other Development

Sec. 8-75. General requirements for other development.

All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of section 8-61~~0~~ of this chapter if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-76. Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 8-61~~0~~ of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-77. Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 8-61~~0~~ of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-78. Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 8-61~~0~~ of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 8-32(3) of this chapter.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-79. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure;

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(3) Have a maximum slab thickness of not more than four (4) inches.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-80. Decks and patios in coastal high hazard areas (zone V).

In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-81. Other development in coastal high hazard areas (zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Ord. No. 25-13-43, § 2, 4-8-13)

Sec. 8-82. Nonstructural fill in coastal high hazard areas (zone V).

In coastal high hazard areas:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Nonstructural fill with finished slopes that are steeper than one (1) unit vertical to five (5) units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Ord. No. 25-13-43, § 2, 4-8-13)