City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, June 9, 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 Commission Workshop held on May 27, 2025. 5-27-25 Commission Workshop Draft Minutes	5 - 22
*	1.B.	Approve minutes of the Regular Commission Meeting held on May 27, 2025. 5-27-25 Regular City Commission Draft Minutes	23 - 38
2.		**COURTESY OF FLOOR TO VISITORS**	
*	2.A.	James Payton 35 Year Anniversary Recognition	
		PUBLIC COMMENT	
3.		**CITY MANAGER REPORTS**	
*	3.A.	Accept the 90-Day Calendar (June-Aug. 2025) 90-Day Calendar (June-Aug. 2025)	39 - 42
	3.B.	Police - Fleet Management Plan Fleet Management Plan	43 - 49
	3.C.	Memo to Commission from the Community Development Board (CDB) CDB Recommendations for Sections 24-89 & 24-161	51
*	3.D.	Tree City USA/Call Before You Cut Education	
*	3.E.	City Commission Salary Review	
*	3.F.	Police Department Report	
*	3.G.	Marsh Oaks Community Center Next Steps	
4.		**REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS**	
5.		**UNFINISHED BUSINESS FROM PREVIOUS MEETINGS**	

None.

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. Approve Resolution No. 25-42 — 53 - 69

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) PURSUANT TO SECTION 287(g) OF THE IMMIGRATION AND NATIONALITY ACT; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO PARTICIPATE IN AND MANAGE IMPLEMENTATION OF THE PROGRAM; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO EXECUTE CONTRACTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-42

6.B. Approve Resolution No. 25-45 — 71 - 88

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PUBLIC UTILITIES DEPARTMENT TO DISPOSE OF TRUCK P46 AS A TRADE IN VEHICLE, AND PURCHASE A NEW TRUCK; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-45

6.C. Approve Resolution No. 25-46 — 89 - 96

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID NO. 2425-02 FOR WATER PLANT #3 EXTERIOR PAINTING OF GROUND STORAGE TANKS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-46

* 6.D. Approve Resolution No. 25-47 — 97 - 99

A RESOLUTION ADOPTING THE CITY OF ATLANTIC BEACH COMPREHENSIVE SAFETY ACTION PLAN WITH THE GOAL OF ELIMINATING TRAFFIC DEATHS AND SERIOUS INJURIES ON ROADS WITHIN CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-47

6.E. Approve Resolution No. 25-49 101 - 109

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE PLAZA SIDEWALK PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-49

6.F. Approve Resolution No. 25-50 111 - 138

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE THERMOPLASTIC CROSSWALK PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-50

7. COMMITTEE REPORTS

7.A. Environmental Stewardship Committee (ESC)

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 25-48** 139 - 142

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING PHASE 2 AND 3 OF THE HOWELL PARK RESTORATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-48

9. ACTION ON ORDINANCES

None.

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
Commission Workshop Meeting
Tuesday, May 27, 2025 - 5:30 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

ATTENDANCE:

Present:
Curtis Ford, Mayor - Seat 1(At Large)
Bruce Bole, Commissioner - Seat 2 (District 1308)
Thomas Grant, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
William B. Killingsworth, City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Ladayija Nichols, Deputy City Clerk (DCC)
Amanda Askew, Neighborhoods Department Dir. (NDD)

CALL TO ORDER
Mayor Ford called the meeting to order at 5:30 PM.

1. COMPREHENSIVE SAFETY ACTION PLAN PRESENTATION

A. Kimley-Horn

NDD Askew introduced Michelle Mecca, who gave a presentation (which is attached hereto and made part of this official record as **Attachment A**) and answered questions from the Commission.

5-27-25 Workshop Attachment A

ADJOURNMENT
The meeting adjourned at 5:57 PM.

Attest:

Ladayija Nichols, Deputy City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
5-27-25 Workshop Minutes
COAB
Comprehensive
Safety Action Plan

What is SS4A?

- **Safe Streets and Roads for All (SS4A)**
  - US DOT Grant Program focusing on the development of Comprehensive Safety Action Plans (CSAPs)
  - Two Funding Buckets
    - Planning and Demonstration
      - Developing CSAPs
      - Supplemental Analyses & Studies
      - Pilot/Demonstration Projects
    - Implementation
      - Design and Construction of Safety Countermeasures



Source: FHWA.

Grant Application & Funding

- City of Atlantic Beach was awarded an Action Plan Grant in FY 2022
- Adopting the CSAP will make the City eligible for an Implementation Grant
  - Implementation Grant requires 20% local match
  - All projects and strategies identified in CSAP are eligible

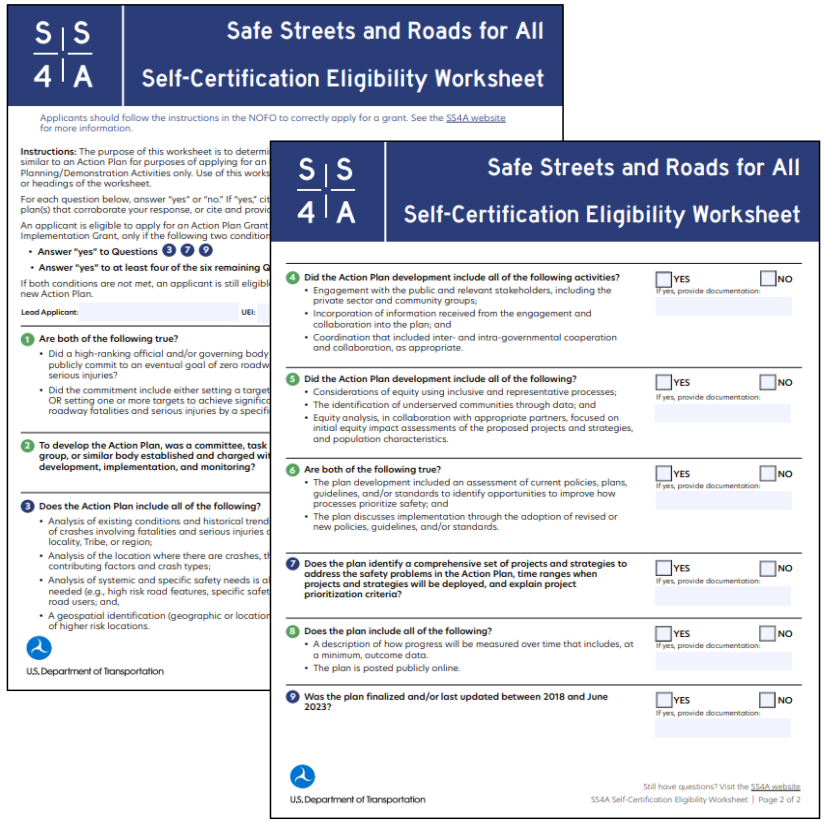
Florida

Lead Applicant	Type of Plan	Urban/ Rural	Funding Award
Alachua County	Action Plan	Rural	$262,500.00
Bay County Board of County Commissioner	Action Plan	Rural	$160,000.00
Broward Metropolitan Planning Organization	Action Plan	Urban	$5,000,000.00
Central Florida Regional Planning Council	Action Plan	Urban	$192,000.00
Charlotte County Punta Gorda MPO	Action Plan	Rural	$249,500.00
City of Atlantic Beach	Action Plan	Urban	$200,000.00
City of Boca Raton	Action Plan	Urban	$300,000.00
City of Fort Pierce	Action Plan	Urban	$240,000.00
City of Greenacres	Action Plan	Urban	$150,000.00
City of Holmes Beach	Action Plan	Urban	$160,000.00
City of Jacksonville	Action Plan	Urban	$280,000.00

COAB Comprehensive Safety Action Plan

Scope

- City Leadership sets Vision Zero Goal
- Crash and Safety Analysis
- Identify high crash locations and crash trends
- Gather input from public and stakeholders
- Review local, state, and federal policies
- Recommend safety improvement in infrastructure, policies, education, and enforcement



S|S 4|A Safe Streets and Roads for All
Self-Certification Eligibility Worksheet

Applicants should follow the instructions in the NOFO to correctly apply for a grant. See the SS4A website for more information.

Instructions: The purpose of this worksheet is to determi... similar to an Action Plan for purposes of applying for an ... Planning/Demonstration Activities only. Use of this works... or headings of the worksheet.

For each question below, answer "yes" or "no." If "yes," cit... plan(s) that corroborate your response, or cite and provid...

An applicant is eligible to apply for an Action Plan Grant ... Implementation Grant, only if the following two condition...

- **Answer "yes" to Questions 3 7 9**
- **Answer "yes" to at least four of the six remaining Q...**

If both conditions are *not met*, an applicant is still eligibl... new Action Plan.

Lead Applicant: **UEI:**

1. **Are both of the following true?**
   - Did a high-ranking official and/or governing body ... publicly commit to an eventual goal of zero roadw... serious injuries?
   - Did the commitment include either setting a target ... OR setting one or more targets to achieve significa... roadway fatalities and serious injuries by a specifi...
2. **To develop the Action Plan, was a committee, task ... group, or similar body established and charged wit... development, implementation, and monitoring?**
3. **Does the Action Plan include all of the following?**
   - Analysis of existing conditions and historical trend... of crashes involving fatalities and serious injuries ... locality, Tribe, or region;
   - Analysis of the location where there are crashes, t... contributing factors and crash types;
   - Analysis of systemic and specific safety needs is a... needed (e.g., high risk road features, specific safet... road users; and,
   - A geospatial identification (geographic or location... of higher risk locations.

U.S. Department of Transportation

S|S 4|A Safe Streets and Roads for All
Self-Certification Eligibility Worksheet

4. **Did the Action Plan development include all of the following activities?** ☐ YES ☐ NO
   - Engagement with the public and relevant stakeholders, including the private sector and community groups;
   - Incorporation of information received from the engagement and collaboration into the plan; and
   - Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

   If yes, provide documentation:
5. **Did the Action Plan development include all of the following?** ☐ YES ☐ NO
   - Considerations of equity using inclusive and representative processes;
   - The identification of underserved communities through data; and
   - Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.

   If yes, provide documentation:
6. **Are both of the following true?** ☐ YES ☐ NO
   - The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
   - The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

   If yes, provide documentation:
7. **Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed, and explain project prioritization criteria?** ☐ YES ☐ NO

   If yes, provide documentation:
8. **Does the plan include all of the following?** ☐ YES ☐ NO
   - A description of how progress will be measured over time that includes, at a minimum, outcome data.
   - The plan is posted publicly online.

   If yes, provide documentation:
9. **Was the plan finalized and/or last updated between 2018 and June 2023?** ☐ YES ☐ NO

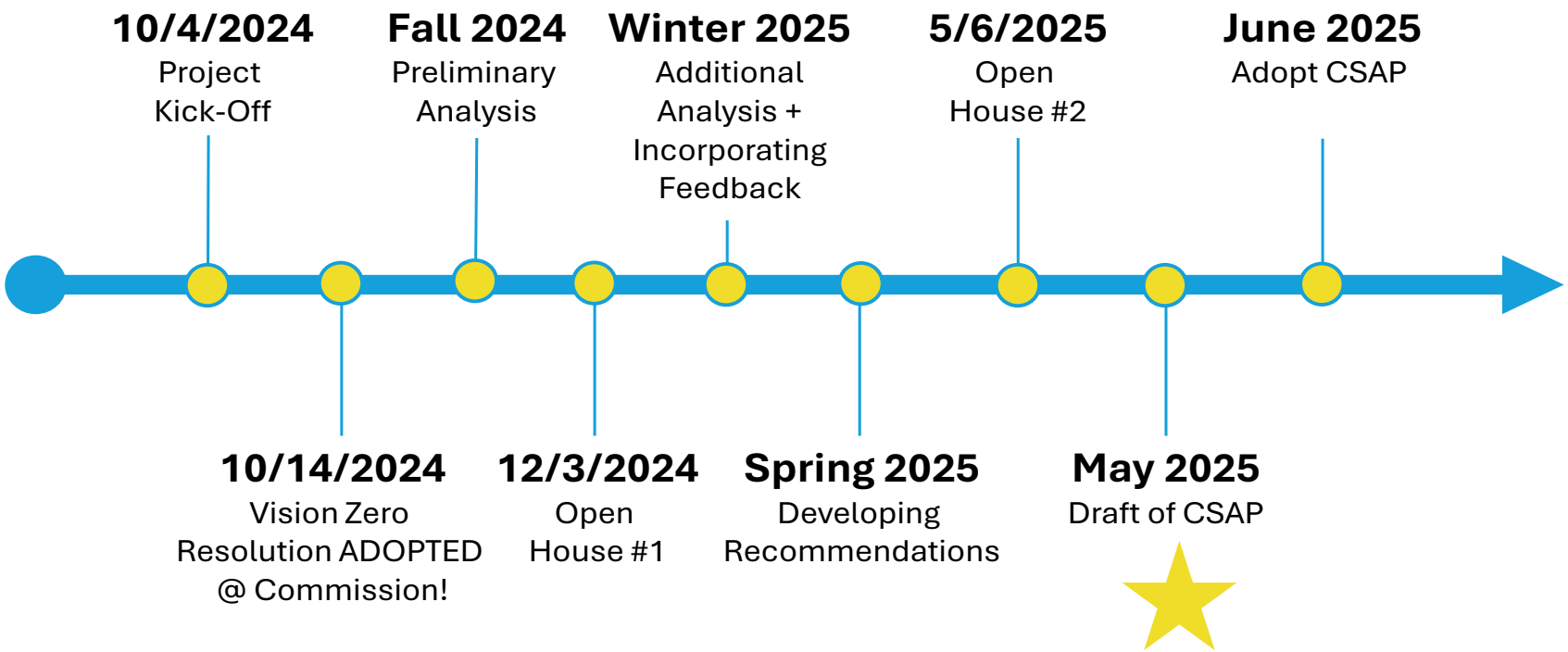
   If yes, provide documentation:

U.S. Department of Transportation

Still have questions? Visit the SS4A website
SS4A Self-Certification Eligibility Worksheet | Page 2 of 2

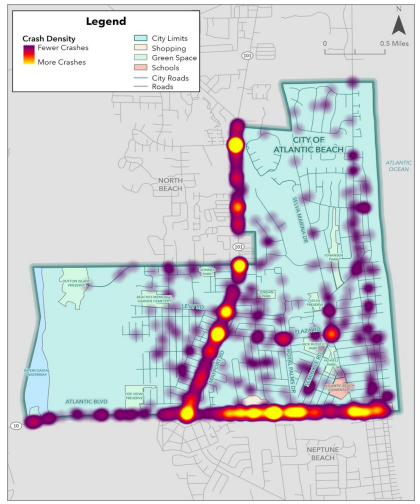
Project Schedule

Attachment A to
5-27-25 Workshop Minutes



Approach

- Five years of crash data (2019-2023) were obtained from *Signal Four Analytics*, the state's crash database
- Crash characteristics reviewed:
  - Location
  - Crash Type
  - Light Condition
  - Surface Condition
  - Speeding
  - Impaired Driving
  - Time of Day



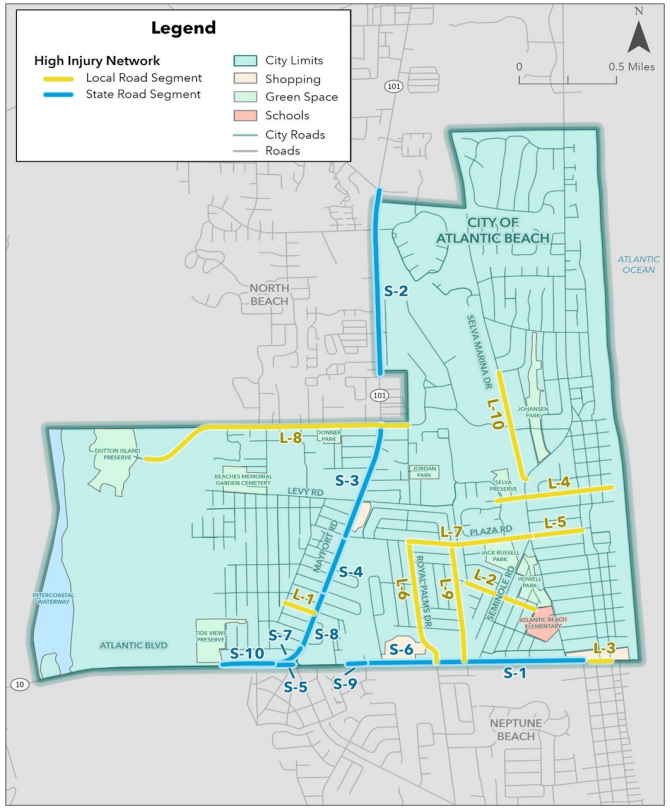






Road Segment Prioritization

Attachment A to
5-27-25 Workshop Minutes



- Ranked by severe/injury crashes per million vehicle miles traveled
  - Local and State Roads ranked separately
    - Example:
      - Road A: 200 MVMT, 6 severe crashes = 0.03
      - Road B: 100 MVMT, 6 severe crashes = 0.06
      - Road B would be ranked higher than Road A
  - 20 segments identified (10 local, 10 state)

Intersection Prioritization

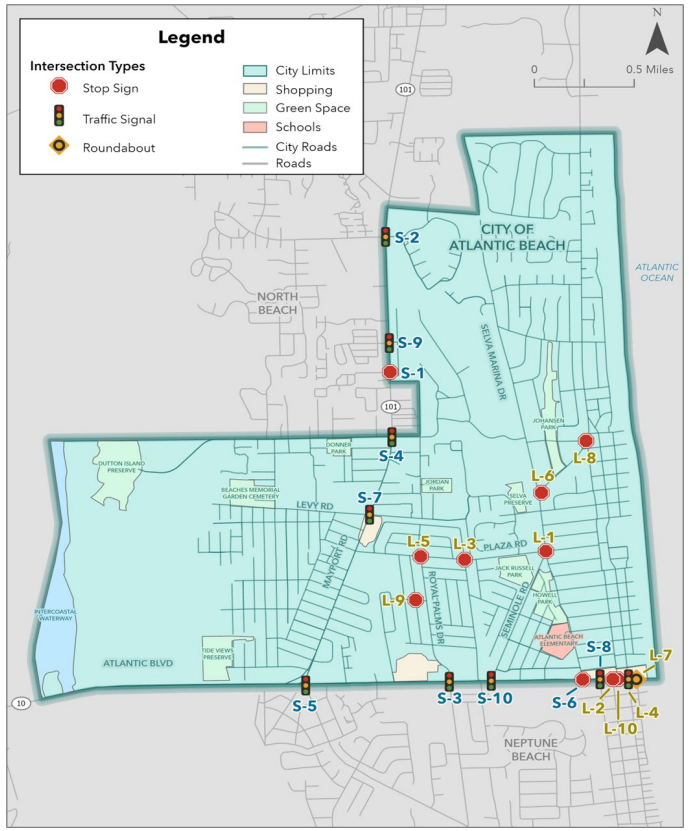
- All crashes were assigned a cost

Table 122.6.2 FDOT KABCO Crash Costs

Crash Severity	Comprehensive Crash Cost
Fatal (K)	$10,890,000
Severe Injury (A)	$888,030
Moderate Injury (B)	$180,180
Minor Injury (C)	$103,950
Property Damage Only (O)	$7,700
Note: (1) Source: Florida Department of Transportation State Safety Office's Crash Analysis Reporting (CAR) System, analysis years 2015 through 2019. Published by FDOT State Safety Office on 2/23/2022.	

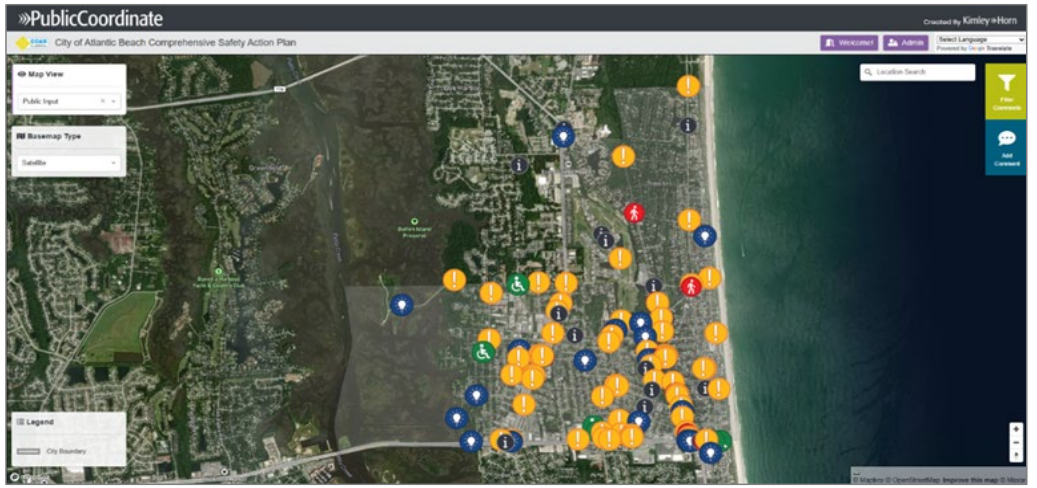
Source: FDOT, 2025 Florida Design Manual

- Intersections with high costs = higher ranking
- 20 High Crash Locations
  - 10 State, 10 Local



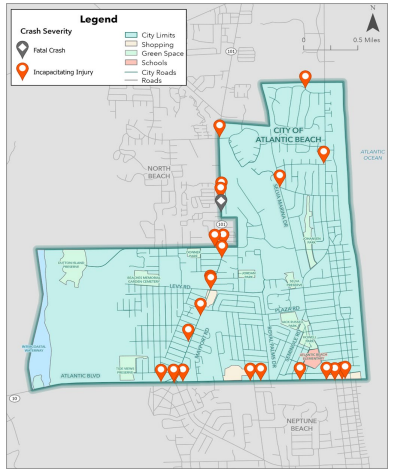
Public Engagement

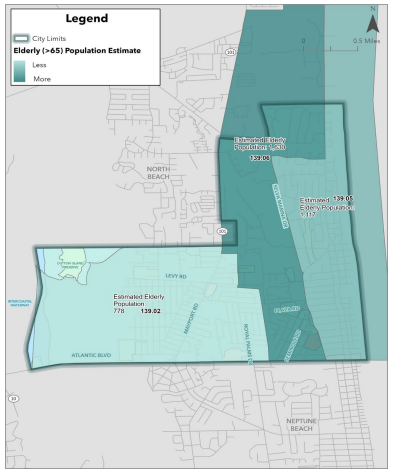
- Conducted 2 Open Houses
  - December 2024
  - May 2025
- Task Force Meetings
  - Former STOP Committee
  - Local Agencies
- Pop-up Events
  - Family Fun Day
  - Farmers Market
- Online Feedback
  - 164 comments!

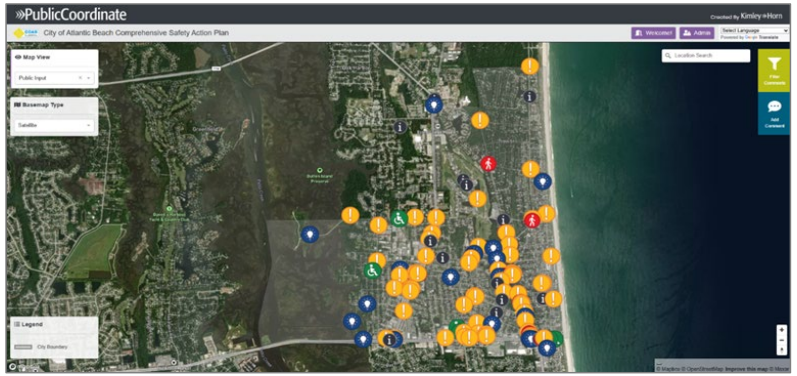


COAB Comprehensive Safety Action Plan

Project Prioritization







Safety

- Number of Crashes
- Severity of Crashes

Equity

- Concentration of Vulnerable Populations (Children & Elderly)
- % of People Living Below Poverty Line

Public Feedback

- Was this identified as a specific concern? Did the Task Force note this area?
- Did people indicate feeling unsafe here?

Connectivity

- Has a project been previously identified in other studies?
- Does this connect to a multi-modal facility?

Project Prioritization

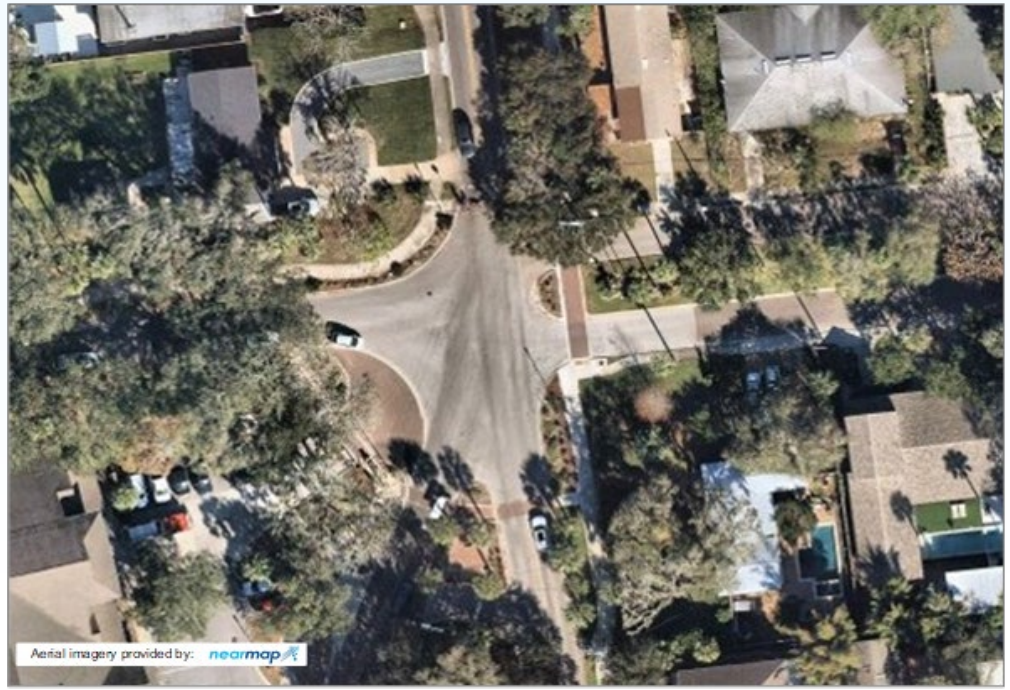
- Countermeasures were scored individually
  - If three recommendations were made at one intersection, each item is ranked separately
- Separate Rank for Segments and Intersections
- Separated into 3 categories
  - Short Term
  - Medium Term
  - Long Term

Project	TOTAL
Maximum Points	
Convert Atlantic Boulevard and Sherry Drive to directional median opening.	48
Add mid-block crossing on Atlantic Boulevard between Seminole Road and Sherry Drive.	12
Prohibit right-turn on red while pedestrian phase is active at Atlantic Boulevard and Seminole Road.	24
Prohibit right-turn on red while pedestrian phase is active at Mayport Road and Plaza Road.	44
Install roundabout at intersection of Plaza Road and Seminole Road and Sherry Drive.	54
Trim vegetation at intersection of Plaza Road and Seminole Road and Sherry Drive.	54
Relocate eastbound stop bar at intersection of Plaza Road and Seminole Road and Sherry Drive.	54
Delineate lanes at intersection of Plaza Road and Seminole Road and Sherry Drive.	54
Install advanced pedestrian warning signs at the intersection of Plaza Road and Seminole Road and Sherry Drive.	50
Install "Stop here for pedestrian" signage at crosswalk on Seminole Road at 11th Street.	14
Install art crosswalk at Seminole Road and 11th Street.	18
Install passive detection for rectangular rapid flashing beacon (RRFB) at Seminole Road at 11th Street.	15
Relocate rectangular rapid flashing beacon (RRFB) crosswalk to eastern side of intersection of Plaza Road and Parkside Drive.	23
Install high emphasis crosswalk markings at crosswalks at intersection of Plaza Road and Parkside Drive.	23
Install raised crosswalk for relocated rectangular rapid flashing beacon (RRFB) at Plaza Road at Parkside Drive.	23
Install "Stop here for pedestrian" signage at crosswalk on Plaza Road at Parkside Drive.	20
Install art crosswalk at Plaza Road and Parkside Drive.	23
Install blank out sign prohibiting left turns from Parkside Drive while rectangular rapid flashing beacon (RRFB) is activated.	20
Install high emphasis crosswalk marking at rectangular rapid flashing beacon (RRFB) crosswalk on Plaza Road at Royal Palms Drive.	20
Install raised crosswalk at rectangular rapid flashing beacon (RRFB) on Plaza Road at Royal Palms Drive.	20
Install art crosswalk at rectangular rapid flashing beacon (RRFB) on Plaza Road at Royal Palms Drive.	20

COAB Comprehensive Safety Action Plan

Sample Projects

Sherry Drive & Seminole Road & Plaza Road (5 Way)





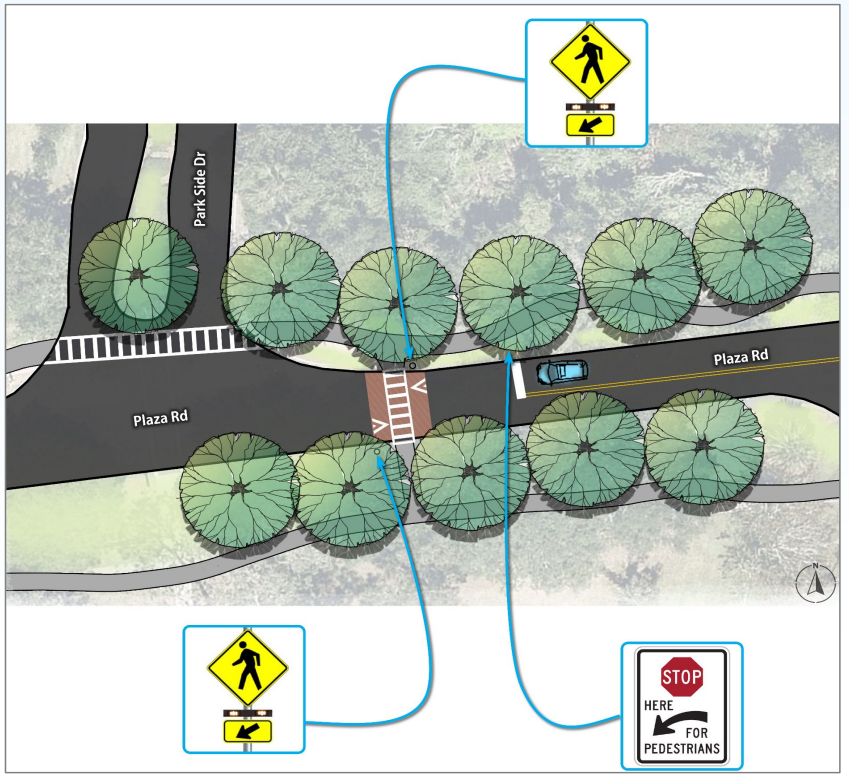
COAB Comprehensive Safety Action Plan

Sample Projects

Plaza Road & Parkside Drive







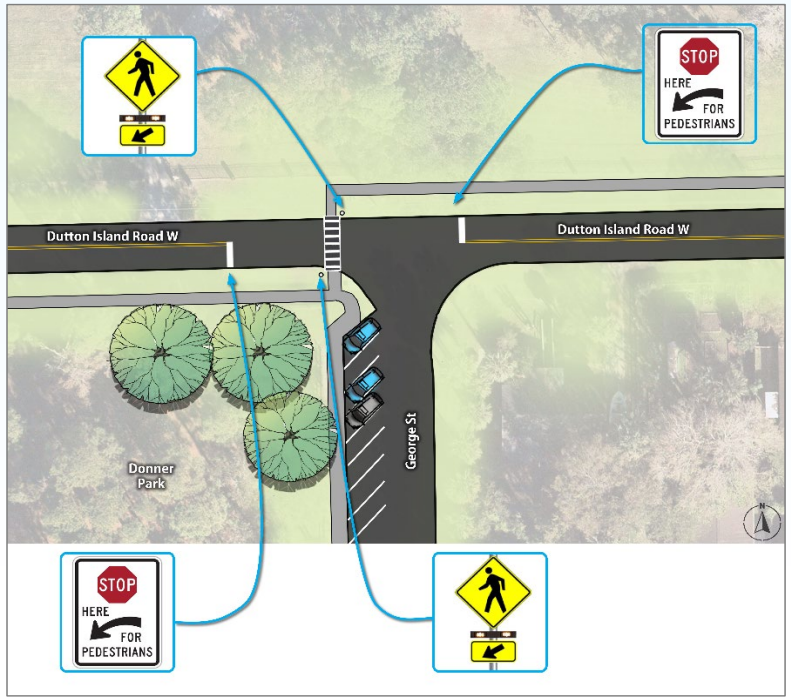
COAB Comprehensive Safety Action Plan

Sample Projects

Dutton Island Road & George Street







Possible Future Funding

- SS4A Funding through 2026
- Minimum 20% Local Match
  - State funds **are eligible** to be used as local match
  - Federal funds **are not eligible** to be used as local match
- Listed projects can also be eligible for other federal and state safety grants

COAB
Comprehensive Safety Action Plan

Thank You!

Comments or Questions?



MINUTES
Regular City Commission Meeting
Tuesday, May 27, 2025 - 6:00 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER:

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:00 PM. CC Bartle called the roll.

ATTENDANCE:

Present:
Curtis Ford, Mayor - Seat 1 (At Large)
Bruce Bole, Commissioner - Seat 2 (District 1308)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)
Thomas Grant, Commissioner - Seat 3 (District 1307)

Also Present:
William B. Killingsworth, City Manager (CM)
Jason Gabriel, City Attorney (CA)
Kevin Hogencamp, Deputy City Manager (DCM)
Ladayija Nichols, Deputy City Clerk (DCC)
Amanda Askew, Neighborhoods Department Dir. (NDD)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meeting held on April 28, 2025.

The Commission approved the minutes as submitted.

1B. Approve minutes of the Regular Commission Meeting held on May 12, 2025.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

The following speakers provided their comments:

Carolyn Zisser
Nancy Staats
Susanne Barker
Jackie Beckenbach

DRAFT

Mary Emerson-Smith

3. CITY MANAGER REPORTS

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

There was a ***CONSENSUS*** to accept the 90-Day Calendar.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Commented on the topic of Commission salaries and his plan to work on an agenda item.

Commissioner Grant

- Complimented staff of the Memorial Day Event.
- Requested that the City take necessary steps to enhance street safety at Plaza and Mayport Road, particularly for students commuting to and from school.

Commissioner Kelly

- Responded to a public comment regarding the distribution of new homeowner packets.
- Voiced support for the Beaches Go Green initiative.
- Referenced the annual Police Department (PD) report and requested additional information on efforts to reduce crime statistics. Requested follow-up from the PD on what they are doing with 50% of the budget now that they are all trained.
- Complimented Staff on the Memorial Day Event.
- Reported her attendance at Public Work's open house.

Commissioner Ring

- Commented on the Memorial Day Event.
- Acknowledged Public Works Week.
- Spoke about the lifeguard station ribbon-cutting ceremony.
- Requested a presentation from Beaches Go Green.
- Expressed support for the Safety Action Plan, especially concerning safer routes to school.

Mayor Ford

- Agreed with the discussion on Commission salaries. CM confirmed that HR would present on this in two weeks.
- Recognized the Memorial Day event and expressed pride in the Commission's attendance.
- Commended the new lifeguard station and the ribbon cutting event.
- Addressed the fire services agreement with the City of Jacksonville.
- Suggested Beaches Go Green be considered during the budgeting process.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.A. Approve Resolution No. 25-40

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF

DRAFT

UNDERSTANDING BETWEEN THE JACKSONVILLE SHERIFF'S OFFICE AND THE CITY OF ATLANTIC BEACH FOR A BACKUP 911 CENTER; GIVING THE CITY MANAGER SIGNATORY AUTHORITY; IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

6.B. Approve Resolution No. 25-41

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE ON BEHALF OF THE CITY OF ATLANTIC BEACH SPECIFIED UTILITIES RELATED DOCUMENTS BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution 25-40 and 25-41 on the consent agenda (Consent Agenda Items 6A and 6B as written).

Motion: Bruce Bole
Second: Candace Kelly

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Candace Kelly (Seconded By)	***For***
Jessica Ring	***For***
Thomas Grant	***For***

Motion passed 5 to 0.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

None.

9. ACTION ON ORDINANCES

9.A. ORDINANCE NO. 95-25-124, Public Hearing and Final Reading

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

DRAFT

ADOPTION OF SAID AMENDMENTS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The public hearing was opened, there were no speakers, and the public hearing was closed.

MOTION: Approve Ordinance No. 95-25-124 as amended (as reflected on pages 85-98 of the agenda packet).

Motion: Bruce Bole
Second: Jessica Ring

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Candace Kelly	***For***
Jessica Ring (Seconded By)	***For***
Thomas Grant	***For***

Motion passed 5 to 0.

9.B. ORDINANCE NO. 95-25-125, Public Hearing and Final Reading
AN ORDINANCE TO AMEND CHAPTER 5 (BEACHES AND PARKS), ARTICLE III (PUBLIC PARKS), TO ADD A NEW SECTION 5-34 ESTABLISHING RULES AND REGULATIONS FOR CONDUCTING BUSINESS ACTIVITIES IN CITY-OWNED PARKS AND FACILITIES; PROVIDING DEFINITIONS; PROVIDING FOR RULES AND REGULATIONS; PROVIDING FOR PROHIBITIONS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICT, SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR INCORPORATION AND CODIFICATION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

The public hearing was opened, there were no speakers, and the public hearing was closed.

MOTION: Approve Ordinance No. 95-25-125.

Motion: Bruce Bole
Second: Thomas Grant

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Candace Kelly	***For***
Jessica Ring	***For***

DRAFT

Thomas Grant (Seconded By)	***For***

Motion passed 5 to 0.

9.C. ORDINANCE NO. 5-25-71, Public Hearing and Final Reading

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING PORTIONS OF PREVIOUS RESOLUTIONS REGARDING THE CREATION OF THE ARTS, RECREATION, AND CULTURE COMMITTEE; CHANGING THE TITLE OF CHAPTER 5 TO BEACHES, PARKS AND RECREATION WITH THE PURPOSE OF ESTABLISHING PROVISIONS GOVERNING THE ARTS, RECREATION, AND CULTURE COMMITTEE INCLUDING: PURPOSE; MEMBERSHIP; TERMS OF MEMBERSHIP; FILLING OF VACANCIES; REMOVAL OF MEMBERS; DUTIES AND RESPONSIBILITIES; CITY STAFF ADMINISTRATIVE SUPPORT; PROCEDURES AND RULES; ORGANIZATION OF OFFICERS AND LIABILITY TO CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened, there were no speakers, and the public hearing was closed.

MOTION: Approve Ordinance No. 5-25-71.

Motion: Jessica Ring
Second: Thomas Grant

CM agreed to look into whether the City is charging the right amount for use of facilities.

Curtis Ford	***For***
Bruce Bole	***For***
Candace Kelly	***For***
Jessica Ring (Moved By)	***For***
Thomas Grant (Seconded By)	***For***

Motion passed 5 to 0.

10. MISCELLANEOUS BUSINESS

10.A. Reappointments and Appointments to Environmental Stewardship Committee (ESC)

MOTION: Appoint the five members Anastastia Houston, Amy Palmer, Jeannie Gracy, Christina Kelcourse, Amy Franqui (Reappoint and appoint members as reflected in Table 1).

Motion: Jessica Ring
Second: Bruce Bole

DRAFT

Curtis Ford	***For***
Bruce Bole (Seconded By)	***For***
Candace Kelly	***For***
Jessica Ring (Moved By)	***For***
Thomas Grant	***For***

Motion passed 5 to 0.

10.B. Public Hearing on Waiver Request (WAIV25-0002)
Request for a waiver from Section 19-1 to allow a parking pad in city right-of-way at 170 Club Drive.

10.C. City Attorney Procedural Reminders

CA Gabriel explained the procedures as detailed in the agenda packet.

10.D. Disclosure of Ex Parte Communications, if any

No disclosures were reported by the Commission.

10.E. Swearing in of all persons who will speak

DCC Nichols administered the oath to all speakers.

10.F. City Staff Overview

NDD Askew presented as detailed in a presentation (which is attached hereto and made part of this official record as **Attachment A**) and answered questions from the Commission.

5-27-25 Attachment A

10.G. Applicant Presentation

None.

10.H. Public Comments

None.

10.I. Closing Comments/Rebuttal

None.

10.J. Commission Deliberation and Action

Discussion ensued.

MOTION: Deny the request for a waiver.

Motion: Bruce Bole
Second: Candace Kelly

DRAFT

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Candace Kelly (Seconded By)	***For***
Jessica Ring	***For***
Thomas Grant	***For***

Motion passed 5 to 0.

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

CA Gabriel

- Referenced an email he sent concerning Form 1 reminders and upcoming ethics training.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Ring

- Reminded the public that school is out and urged caution for children in the area.
- Noted that the splash pad is now open.

Commissioner Kelly

- Highlighted that the City has six months to plan for its 100-year anniversary.

Commissioner Grant

- Challenged ESC to explore ways to encourage residents to preserve existing trees.

Commissioner Bole

- Suggested a possible connection between the Dancin' in the Streets event and the City's 100-year celebration.
- Spoke about the significance of Memorial Day.

Mayor Ford

- Mentioned the City's Tree City USA designation and proposed implementing a "Call Before You Cut" initiative. He requested that this topic be included on the next meeting agenda and consult with ESC.

13. ADJOURNMENT

The meeting adjourned at 7:15 PM.

Attest:

_____ _____

Ladayija Nichols, Deputy City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

WAIV25-0002
170 Club Drive

Request for a waiver from Section 19-1 to allow a parking pad in the city right-of-way at 170 Club Drive

Attachment A to
5-27-25 Minutes

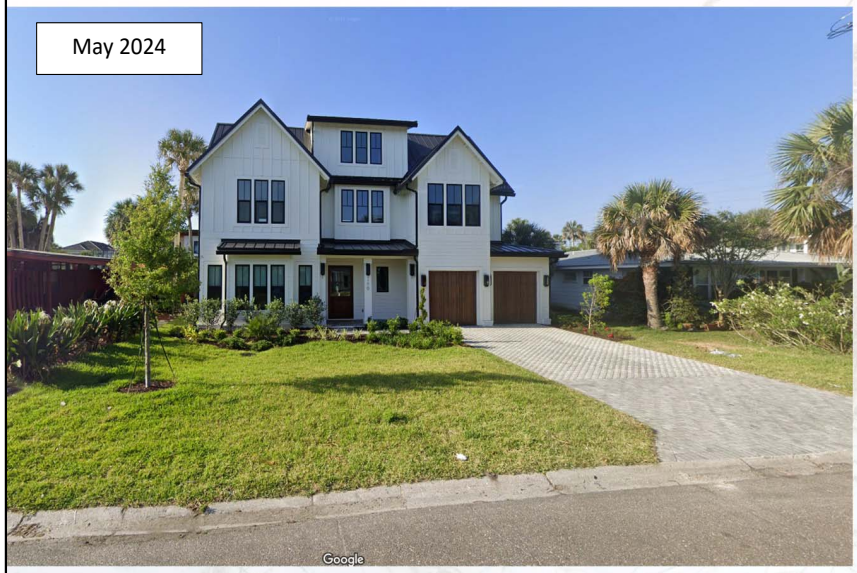
Site Context and Details

- Located on south side of Club Drive
- Zoned Residential, Single-Family (RS-2)
- New single-family home was completed in Feb. 2024

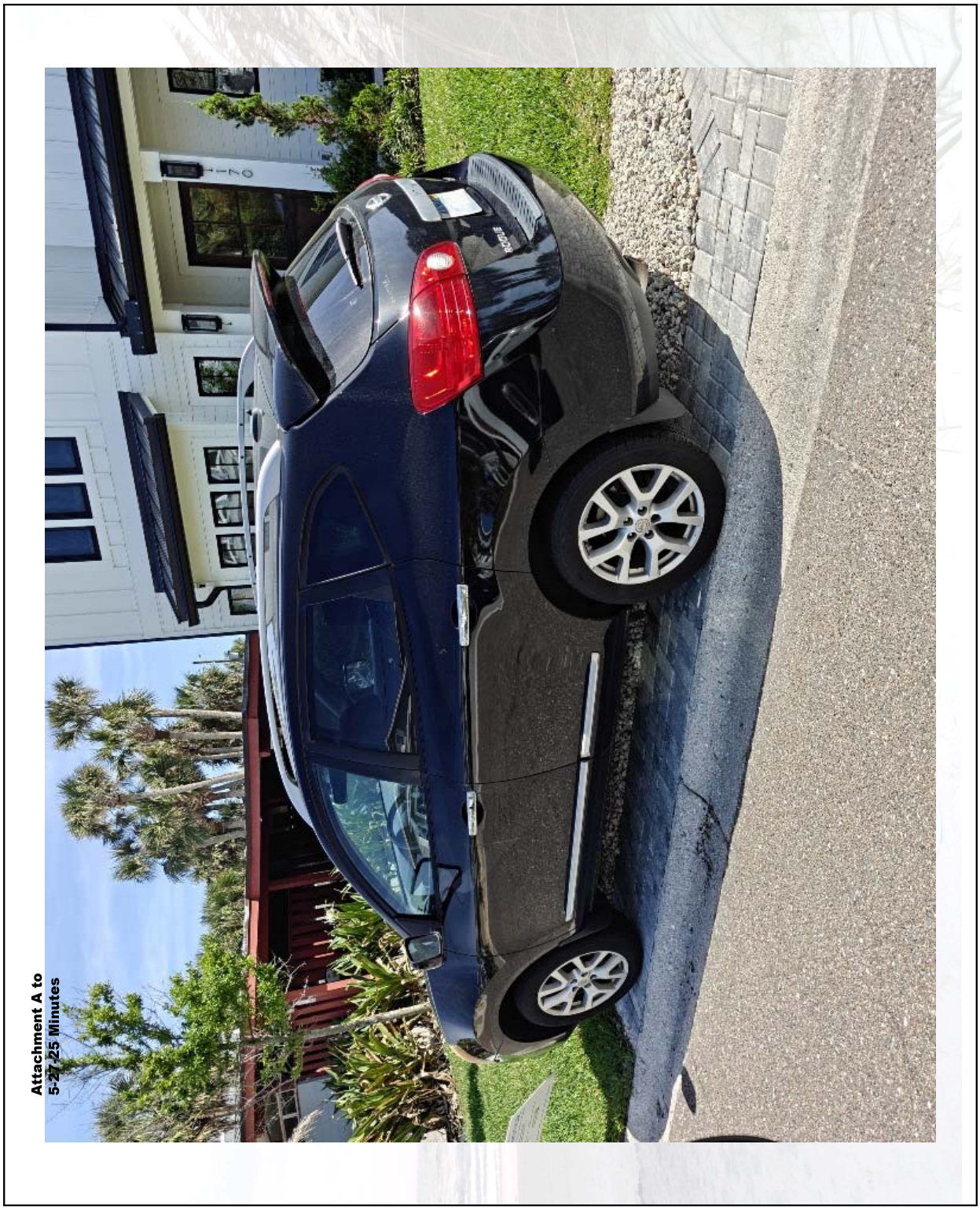


Background

- In September 2024, Code enforcement action initiated for installing a gravel parking pad in ROW







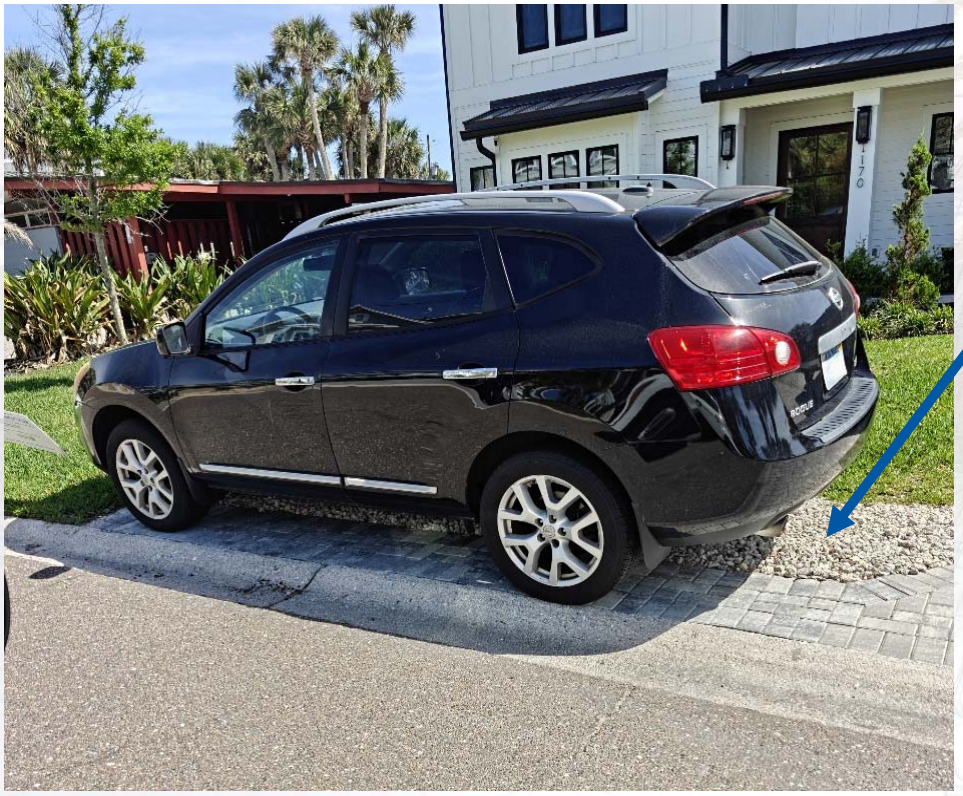
Attachment A to
5-27-25 Minutes

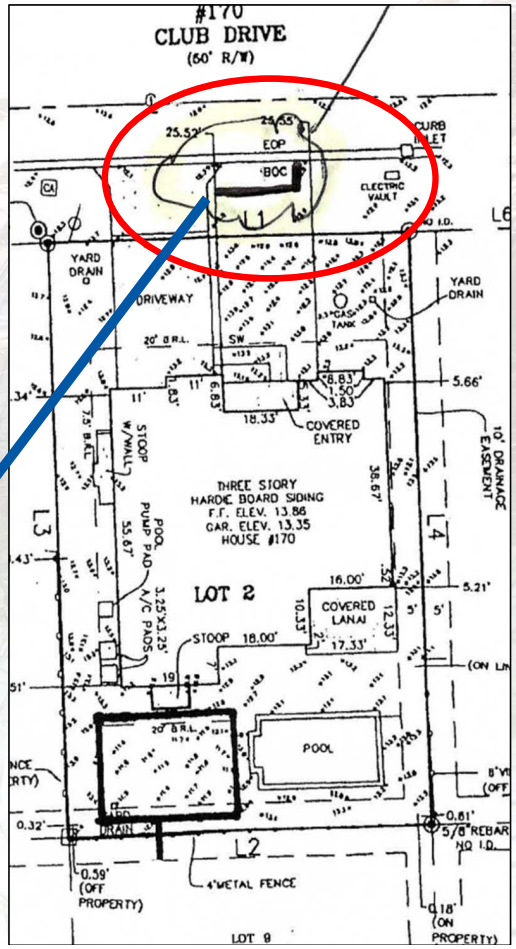
Relevant Code Sections

- Section 19-1(c):
  - Prohibits construction in city rights-of-way, including parking spaces or “any work, construction activity or item which creates an obstruction, whether permanent or temporary, to the free and complete use of the right-of-way”
- Section 19-2:
  - Authorizes staff to issue permit within the ROW based on the benefit to of the use to the general public

Waiver Request

- Applicant is requesting a waiver to allow the gravel parking pad with a 2 foot buffer to remain





Considerations

- STOP committee policy recommendations
  - Demarcating parking spaces
  - Rights-of-way obstruction



CDB Decision

- CDB shall make a recommendation to Commission to approve, approve with conditions, or deny the waiver request.
- Per Section 24-66, a wavier shall not be approved unless -
  - Compliance is unreasonable
  - Compliance conflicts with the public interest
  - Compliance is a practical impossibility

- With a vote of 4-2 the CDB made a motion **not** to recommend approval to the Commission

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: June 4, 2025

MEETING DATE: June 9, 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 June 2025-August 2025 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (June 2025-August 2025)

REVIEWED BY CITY MANAGER: 

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	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)	16 Vulnerability Assessment and Adaptation Plan Commission Workshop 6 pm	17 Community Development Board 6 pm	18 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 Vulnerability Assessment and Adaptation Plan Public Input Meeting 5:30 pm	26	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	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 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	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		

CITY COMMISSION

August 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2
3 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	4	5	6	7 Speaker Series 6 pm (Chamber)	8	9
10 Farmers Market 10 am-2 pm (Russell Park)	11 City Commission 6:00 pm (Invoc-Ring)	12	13 Environmental Stewardship Cmte. 6 pm	14 Pension Boards 6 pm	15	16 Movie in the Park – Wild Robot Sunset (Johansen Park)
17 Farmers Market 10 am-2 pm (Russell Park)	18	19 Community Development Board 6 pm	20 ESC Tree Subcmte. 6 pm	21	22 Blood Drive Noon-5 pm	23
24 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	25 Budget Workshop 5 pm City Commission 6:00 pm (Invoc-Ford)	26	27 Arts, Recreation, Culture Committee 6 pm	28	29	30
31 Farmers Market 10 am-2 pm (Russell Park)						

Atlantic Beach Police

Fleet Management Study and Recommendations



Analysis was conducted in July of 2024

3 studies we identified:

- Town of Bernardston – U Mass
- State of Tennessee – Municipal Technical Advisory Service
- State of Florida – Mercury Associates, Inc.

Some common criteria:

- Mileage (industry standard 80,000 for pursuit vehicles)
- Age (industry standard 8 years for pursuit vehicles)
- Repair Cost
- Condition

Town of Bernardston – U Mass
8 years/80,000 miles

Uses 18 parameters in 5 major categories:

1. Condition
   a) Age
   b) Mileage
   c) Storage Condition
   d) Vehicle Cleaning
   e) Degree of Corrosion

2. Utilization of Equipment
   a) Nature of Work
   b) Skill to Operate
   c) Mandated by State/Fed Regulations

3. Impact on Operations
   a) Alternative Plan to Achieve Mission
   b) Frequency of Use
   c) Reliability
   d) Environmental Impact

4. Return on Investment (ROI)
   a) Historical Repair Cost Trend
   b) Projected Future Repair Cost
   c) Deprecation
   d) Annualized Cost-to-Own

5. Obsolescence
   a) Evolution of Technology
   b) Availability of Repair Parts

State of Tennessee – Municipal Technical Advisory Service
6 years/100,000 miles

Uses 4 criteria:

1. Vehicle Age
2. Vehicle Mileage
3. Annual Maintenance Cost
4. Vehicle Use

State of Florida – Mercury Associates, Inc.
8 years/80,000 miles (Drop Dead)

Uses 8 criteria:

1. Age in Years
2. Life Odometer divided by Drop-dead Miles
3. Using Condition for last 12 months, for each month
4. Divide Days Down (within past 12 months) by 232
5. Divide Lifetime Maintenance Cost into Acquisition Cost
6. Last 12 Months Maintenance Cost Compared to Percentage of Acquisition Cost
7. Excessive Cost Per Mile (Using Life Cost Per Mile)
8. Totaled Status of Vehicle (If Determined to be Totaled)

Number of Vehicles Meeting Criteria for Replacement by Study

Town of Bernardston – U Mass = 2 for replacement with possibly 11 more within 1 year.

State of Tennessee – Municipal Technical Advisory Service = 13 for replacement with possibly 7 more within 1 year.

State of Florida – Mercury Associates, Inc. = 3 for replacement with possibly 6 more within a year.

The Police Department has selected the State of Florida program based on the following benefits

- Used by our state to manage their fleet, in line with local best practices
- Same area of the country
  - Same operational environment (heat and humidity)
  - Vehicles purchased from the same contracts (pricing)
- Our fleet maintenance company is on board and can supply the data needed
- Program is easy to manage yet still looks at multiple criteria for a more thorough evaluation

CITY OF ATLANTIC BEACH
800 SEMINOLE ROAD
ATLANTIC BEACH, FL 32233
(904) 247-5800

MEMORANDUM

To: City Manager Bill Killingsworth and the City Commission

From: Amanda Askew, Neighborhood Department Director, on behalf of the Community Development Board (CDB)

Date: May 27, 2025

Re: CDB recommendations for on-site stormwater (Section 24-89) and shared parking (Section 24-161)

The Community Development Board (CDB) has reviewed the current on-site stormwater requirements and shared parking provisions within the same parcel. Following their discussions, the CDB has put forth the following recommendations for the Commission's consideration:

1. **Eliminate On-Site Stormwater Requirement** (Sec. 24-89)**:** Propose the removal of the on-site stormwater management for non-commercial properties, irrespective of whether the development involves a new house or an expansion exceeding 400 square feet.

2. **Permit Shared Parking on Single Parcels**: Introduce provisions in Chapter 24 that allow for shared parking arrangements within the same parcel or development, provided that the businesses involved operate during different hours. For example, a bar could share parking spaces with an office if their operating hours do not overlap.

Staff recommends waiting on the update to the stormwater master plan prior to changes to this section of the code to fully understand the impact of stormwater in the community.

The zoning code (Sec. 24-161) permits shared parking arrangements between separate parcels with varying peak parking demands. This flexibility allows for efficient utilization of parking resources across different properties.

However, extending this provision to shared parking within the same parcel presents significant challenges:

1. **Monitoring and Enforcement Difficulties**: Implementing shared parking on a single parcel complicates the tracking and enforcement of parking space usage. Without clear delineation between spaces allocated to different uses, it becomes challenging to ensure compliance with parking regulations and to address potential misuse.

2. **Operational Conflicts**: Different uses within the same parcel may have overlapping peak hours, leading to insufficient parking availability. For instance, retail establishments and restaurants might experience high demand simultaneously, resulting in inadequate parking for patrons.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-42

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: May 8, 2025

MEETING DATE: June 9, 2025

BACKGROUND: Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), authorizes the U.S. Department of Homeland Security, acting through U.S. Immigration and Customs Enforcement (ICE), to enter into agreements with state and local law enforcement agencies to permit designated officers to perform certain immigration enforcement functions; and the Atlantic Beach Police Department has determined that participation in the 287(g) program will enhance public safety by improving the ability of trained officers to identify and process removable aliens who are arrested for criminal offenses.

BUDGET: None

RECOMMENDATION: Approve Resolution No. 25-42.

ATTACHMENT(S): United States Immigration and Customs Enforcement MOA

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 25-42

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) PURSUANT TO SECTION 287(g) OF THE IMMIGRATION AND NATIONALITY ACT; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO PARTICIPATE IN AND MANAGE IMPLEMENTATION OF THE PROGRAM; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO EXECUTE CONTRACTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), authorizes the U.S. Department of Homeland Security, acting through U.S. Immigration and Customs Enforcement (ICE), to enter into agreements with state and local law enforcement agencies to permit designated officers to perform certain immigration enforcement functions; and

WHEREAS, such agreements are executed through a Memorandum of Agreement (MOA) that outlines the scope, training, supervision, and oversight of participating law enforcement personnel; and

WHEREAS, the Atlantic Beach Police Department has determined that participation in the 287(g) program will enhance public safety by improving the ability of trained officers to identify and process removable aliens who are arrested for criminal offenses; and

WHEREAS, participation in the 287(g) program requires the execution of an MOA between ICE and the City of Atlantic Beach and the designation of appropriate police department staff to undergo training and coordination with ICE; and

WHEREAS, it is necessary for the Mayor, City Manager, and City Attorney to be authorized to execute the MOA and related documents as may be required to implement and administer the program;

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission authorizes the City to enter into a Memorandum of Agreement with U.S. Immigration and Customs Enforcement pursuant to Section 287(g) of the Immigration and Nationality Act.

Section 2. The City Commission authorizes Atlantic Beach Police Department staff to participate in and manage the implementation of the 287(g) program.

Section 3. The City Commission authorizes the Mayor, City Manager, and City Attorney to execute the Memorandum of Agreement, associated contracts, and any other documents necessary to effectuate the provisions of this resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach this 9th day of June, 2025.

Attest:

_____

Donna L. Bartle, City Clerk

_____

Curtis Ford, Mayor

Approved as to form and correctness:

_____

Jason Gabriel, City Attorney

MEMORANDUM OF AGREEMENT
287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the_____, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents _____in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(l)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.

- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.

- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).

- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).

- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R § 238.1; INA § 241(a)(5), 8 C.F.R § 241.8; INA § 235(b)(l), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.

- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.

- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))

- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at_____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:	**For ICE:**
Date:_____	Date:_____
Signature: _____	Signature:_____
Title: _____	Title:_____

Revised 02/12/2025

APPENDIX A

POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA:

_____
_____
_____
_____
_____

Revised 02/12/2025

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the _____, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or

B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

A. The LEA Internal Affairs Division; or
B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of' the LEA shall he honored. If appropriate, an individual may he removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

_____
_____
_____
_____
_____

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs

Revised 02/12/2025

TS

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-45 authorizing the purchase of a replacement Public Utilities Truck and the disposal of Truck P46

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: May 28, 2025

MEETING DATE: June 9, 2025

BACKGROUND: The Public Utilities Department is replacing Truck P46, a 2008 Ford Pickup Truck with 104,335 miles. Due to the age, mileage and physical condition of the truck, the Fleet Inspection Report recommends replacement.

Staff has received Quote 63324-3 from Alan Jay Fleet Sales, and intends to purchase a 2025 Chevrolet Silverado 3500HD Regular Cab Pickup Truck through Sourcewell's (formerly NJPA) Contract #2025 091521-NAF & 032824-NAF in the amount of $68,171.00, which includes the $2,000 trade in value from Alan Jay Fleet Sales for the 2008 Ford Truck, and a capital asset disposal request has been submitted to trade the truck in with the purchase.

BUDGET: The budget for this truck is available in the Public Utilities account 410-5508-535-6401 in the amount of $72,214.00.

RECOMMENDATION: Approve Resolution 25-45 for the disposal of Public Utilities truck P46, and the purchase of the new truck in the amount of $68,171.00

ATTACHMENT(S):
1. Quote from Alan Jay Fleet Sales
2. Resolution 25-45
3. Capital Asset Disposal Request
4. Photos of P46

REVIEWED BY CITY MANAGER:

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA — Awarded Contract

TS

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote 63324-3

PHONE (800) ALANJAY (252-6529)	DIRECT 863-385-9610	WWW.ALANJAY.COM	
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE 5/6/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE 5/14/2025

REQUESTING AGENCY: ATLANTIC BEACH, CITY OF
CONTACT PERSON: CHRIS WALKER — EMAIL: CWALKER@COAB.US
PHONE: 904-247-5878 — MOBILE: — FAX:

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF — www.NationalAutoFleetGroup.com

MODEL CC31003 1WT — MSRP $49,243.00

2025 CHEVY SILVERADO 3500HD REGULAR CAB CHASSIS 2WD DRW WT 60" CA

CUSTOMER ID: Pool Chassis - SF135807 — CONTRACT PRICE $44,299.00

BED LENGTH: 60" CA

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
MKM	Transmission, Allison 10-Speed automatic	$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	$0.00
5N5	Rear Camera Kit.	$68.00
9L3	Spare tire delete	$0.00
9L7	Upfitter switch kit, (5)	$145.00
AKO	Glass, deep-tinted	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C49	Defogger, rear-window electric	$0.00
DD8	Mirror, inside rearview auto-dimming	$0.00
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass	$445.00
FE9	Emissions, Federal requirements	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
KI4	Power outlet, interior, 120-volt (400 watts)	$145.00
PCV	WT Convenience Package	$420.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
V46	Bumper, front chrome	$95.00
	FACTORY OPTIONS	**$1,318.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
AF 108-DW-FTL	9' Reading Classic II utility body reading Classic II factory powder coated white with SST Paddle Latches and FLIP TOP LIDS (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	$16,205.00
AF USOB9-TB	HD SPRAY ON BED LINER APPLIED TO FLOOR, BULKHEAD, CARGO AREA, AND TOPS OF BOXES ON 9' UTILITY BODY.	$2,260.00
AF CLV-SB	HITCH PLATE WITH RECEIVER HITCH	$975.00
AF 7/4WIRE	7/4 WAY TRAILER RECEPTACLE	$255.00
AF CAMERA	FACTORY CAMERA INSTALL IN UTILITY BODY	$255.00
AF WBB	WORKBENCH BUMPER, 21" DEEP W/INTERATED VISE MOUNTING PLATE, ROADSIDE FLIP DOWN STEP, 20K 2 1/2" RECEIVER & THRU COMPARTMENT. PC WHITE	$4,555.00
AF GRAB	GRAB HANDLE INSTALLED ON RIGHT REAR SIDE OF UTILITY BODY	$49.00
	CONTRACT OPTIONS	**$24,554.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

TRADE IN		**TOTAL COST**	**$70,171.00**
	2008 FORD F350 WHITE 104223 Miles VIN: 1FTWF32R7 8ED63318		($2,000.00)
	TOTAL COST LESS TRADE IN(S)	**QTY 1**	**$68,171.00**

Estimated Annual payments for 60 months paid in advance: $15,673.92
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck — MSRP:$45,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
CC31003	[Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck		$45,700.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5N5	Rear Camera Kit.		$73.00
9L3	Spare tire delete		$0.00
9L7	Upfitter switch kit, (5)		$150.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
DD8	Mirror, inside rearview auto-dimming	Inc.	
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass		$450.00
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00

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Data Version: 25381. Data Updated: May 5, 2025 6:43:00 PM PDT.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

GT4	Rear axle, 3.73 ratio	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
KI4	Power outlet, interior, 120-volt (400 watts)	$150.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
MKM	Transmission, Allison 10-Speed automatic	$0.00
PCV	WT Convenience Package	$425.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
V46	Bumper, front chrome	$100.00
	SUBTOTAL	**$47,048.00**
	Adjustments Total	$0.00
	Destination Charge	$2,195.00
	TOTAL PRICE	**$49,243.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 25381. Data Updated: May 5, 2025 6:43:00 PM PDT.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Standard Equipment

Mechanical	
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	Auto-locking rear differential
	Air filter, heavy-duty
	Air filtration monitoring
	Rear wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Trailer brake controller, integrated
	Recovery hooks, front, frame-mounted, Black
	Body, Chassis Cab
	Frame, fully-boxed, hydroformed front section and an open "C" rear section
	GVWR, 14,000 lbs. (6350 kg)
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Fuel tank, front and rear, 63.5 gallon
	Capped Fuel Fill
Exterior	
	Wheels, 17" (43.2 cm) painted steel (STD)
	Tires, LT235/80R17E all-terrain, blackwall (STD)
	Spare tire delete Deletes the spare tire and wheel. (STD)
	Dual Rear Wheels

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Data Version: 25381. Data Updated: May 5, 2025 6:43:00 PM PDT.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Exterior	
	Wheel trim, painted center caps
	Bumpers, front, Black
	Bumper, rear, delete
	Moldings, beltline, Black
	Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, Smoked Amber roof marker, (LED)
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel
	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
	Mirror caps, Black
	Glass, solar absorbing, tinted
	Door handles, Black grained
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 2-speakers (Requires Regular Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Vinyl seat trim
	Floor covering, rubberized-vinyl
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering wheel, urethane

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Interior	
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Compass, located in instrument cluster
	Driver Information Center, 3.5" diagonal monochromatic display
	Universal Vehicle Module Includes module, customer interface harness and instructions. Provides vehicle data over an open CAN network (J1939). 10 switchable inputs/outputs and Custom Configuration Tool to integrate upfit equipment controls. Software features that support Auto Vehicle Start, Shutdown Inhibit, Fast Idle and Snow Plow.
	Exterior Temperature Display located in radio display
	Brake lining wear indicator
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
	Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)
Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
	Automatic Emergency Braking
	Front Pedestrian Braking
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Following Distance Indicator

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	5.00 lbs	Standard Weight - Rear	3.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	4400 lbs
Gross Axle Wt Rating - Rear	10400 lbs	Curb Weight - Front	3671 lbs
Curb Weight - Rear	2586 lbs	Option Weight - Front	8.00 lbs
Option Weight - Rear	3.00 lbs	Reserve Axle Capacity - Front	716.00 lbs
Reserve Axle Capacity - Rear	7808.00 lbs	As Spec'd Curb Weight	6276.00 lbs
As Spec'd Payload	7724.00 lbs	Maximum Payload Capacity	7743.00 lbs
Gross Combined Wt Rating	26000 lbs	Gross Axle Weight Rating	14800.00 lbs
Curb Weight	6257.00 lbs	Reserve Axle Capacity	8524.00 lbs
Total Option Weight	11.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	Hydroformed Fully -Boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short Long Arm Independent	Suspension Type - Rear	Semi-Elliptic Three-Stage Multi -Leaf Spring
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Chassis

Suspension

Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QZT	Rear Tire Order Code	QZT
Spare Tire Order Code	N/A	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	N/A
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.0 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in
Rear Brake Rotor Diam x Thickness	14 x 1.6 in	Drum - Rear (Yes or)	N/A

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Chassis

Brakes

Rear Drum Diam x Width	N/A

Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Front & Rear	Aux Fuel Tank Location	N/A

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Data Version: 25381. Data Updated: May 5, 2025 6:43:00 PM PDT.

TS

RESOLUTION NO. 25-45

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PUBLIC UTILITIES DEPARTMENT TO DISPOSE OF TRUCK P46 AS A TRADE IN VEHICLE, AND PURCHASE A NEW TRUCK; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Utilities Department has a 2008 Ford Truck with 104,335 miles; and

WHEREAS, due to age, mileage and poor condition, the Fleet Inspection Report recommends replacement; and

WHEREAS, staff received a quote from Alan Jay Fleet Sales through Sourcewell's (formerly NJPA) Contract #2025 091521-NAF & 032824-NAF in the amount of $68,171.00, including a $2,000.00 trade in allowance for P46; and

WHEREAS, based on reports from the city garage, staff will be recommending decommissioning and trading in the 2008 Ford Truck, P46; and

WHEREAS, staff has submitted a capital asset disposal request to trade in truck P46; and

WHEREAS, sufficient funds are available in the Public Utilities Fund for this vehicle in account 410-5508-535-6401, in the amount of $72,214.00.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission hereby authorizes the disposal of truck P46 as a trade in vehicle.

Section . The City Commission hereby appropriates funds from City's Public Utilities Fund 410-5508-535-6401 for the purchase of the new truck in the amount of $68,171.00.

Section 4. The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of June, 2025.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, City Attorney

TSTS

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 5/28/2025 **Serial No.** _____

Asset Tag #: XA8369 **Vehicle VIN No.** 1FTWF32RT8ED63318

Department: PUBLIC UTILITIES **Location:** 902 ASSISI

Description of Item Including justification for disposal request:

P46 2008 FORD PICKUP TRUCK F350 . Mileage 104,335. Engine hours 9615. Oil leaking @ rear main seal, oil pan, and other areas. Rust throughout unit, rear bumper damage, all bushings are bad.
AC is inoperative due to bad ac condenser leaking.

Reason for Disposal Request:

Not Working & Beyond Repair	
Not Working - Needs Repair	
Working-Obsolete	
Working-Good	
Working-Fair	xx

Form Completed By:

Jamie Smith PU

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____

Disposition Method:

Online Auction/Sold	Date:	
Cannibalized	Date:	
Donated	Date:	
Destroyed	Date:	
Traded In	Date:	
Transferred	Date:	

Entered By: _____

TS




TURBO
PSI x 10
RPM
X1000
ODOMETER
104223.8 mi
ULTRA LOW SULFUR DIESEL FUEL ONLY
P R N D 3 2 1
MPH
SELECT/
RESET


P46
F-350
PUBLIC UTILITIES

ts

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-46 Awarding Bid 2425-02; Water Plant #3 Exterior Painting of Ground Storage Tanks

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: May 28, 2025

MEETING DATE: June 09, 2025

BACKGROUND: A Bid Opening was held on May 14, 2025 for Bid 2425-02; Water Plant #3 Exterior Painting of Ground Storage Tanks. The project consists of furnishing all labor, materials and equipment necessary for pressure washing, painting and removal & replacement of all aerator and vent screens on two 150,000-gallon Crom ground storage tanks at Water Treatment Plant #3, located at 902 Assisi Lane.

Six bids were received as follows:

Bidder	Total Bid
Engineered Coatings Solutions	$157,199.72
Markley's Precision	$411,456.64
Razorback, LLC	$125,400.00
Tank Rehab	$93,500.00
Titan Construction Management	$127,600.00
Viking Painting	$150,480.00

The low bidder, Tank Rehab, provided all required documentation in their bid submittal.

BUDGET: The budget for this project is available in the Public Utilities account 400-5502-533-6300 for Project PU2509 in the amount of $100,000.00

RECOMMENDATION: Approve Resolution for the Project in the amount of $93,500.00

ATTACHMENT(S):
1. Resolution 25-46
2. Bid 2425-02 Tabulation & Analysis
3. Pictures of Ground Storage Tanks at WTP #3

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 25-46

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID NO. 2425-02 FOR WATER PLANT #3 EXTERIOR PAINTING OF GROUND STORAGE TANKS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 14, 2025, six bids were received and opened for City Bid No. 2425-02, Water Treatment Plant #3 Exterior Painting of Ground Storage Tanks; and

WHEREAS, the lowest bidder, Tank Rehab, provided all of the required documents in its bid submittal; and

WHEREAS, the project consists of furnishing all labor, materials, and equipment for pressure washing, exterior painting and removal & replacement of all aerator and vent screens on two 150,000-gallon Crom ground storage tanks at Water Treatment Plant #3, located at 902 Assisi Lane; and

WHEREAS, funds are available for this project in account No. 400-5502-533-6300, Project No. PU2509 in the amount of $100,000.00; and

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission hereby authorizes awarding Bid No. 2425-02 to Tank Rehab in the amount of $93,500.00 to perform the work for said bid in accordance with the bid specifications.

Section 2. The City Commission hereby appropriates funds from the City's Public Utilities Fund 400-5502-533-6300 in Project PU2509 for this purpose.

Section 3. The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

Section 5. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of June 2025.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BEACH

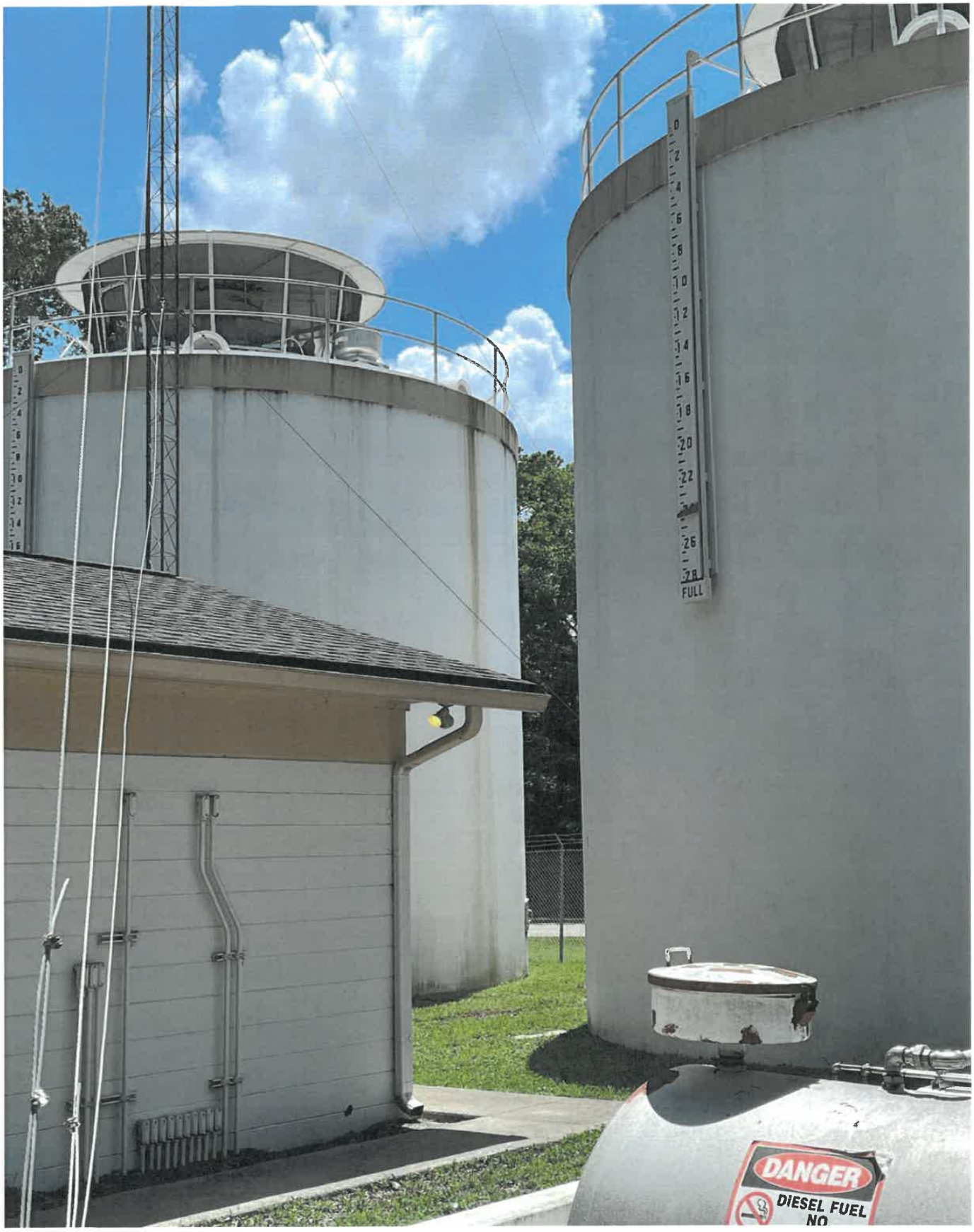
BID 2425-02

MAY 14, 2025

WATER PLANT No. 3

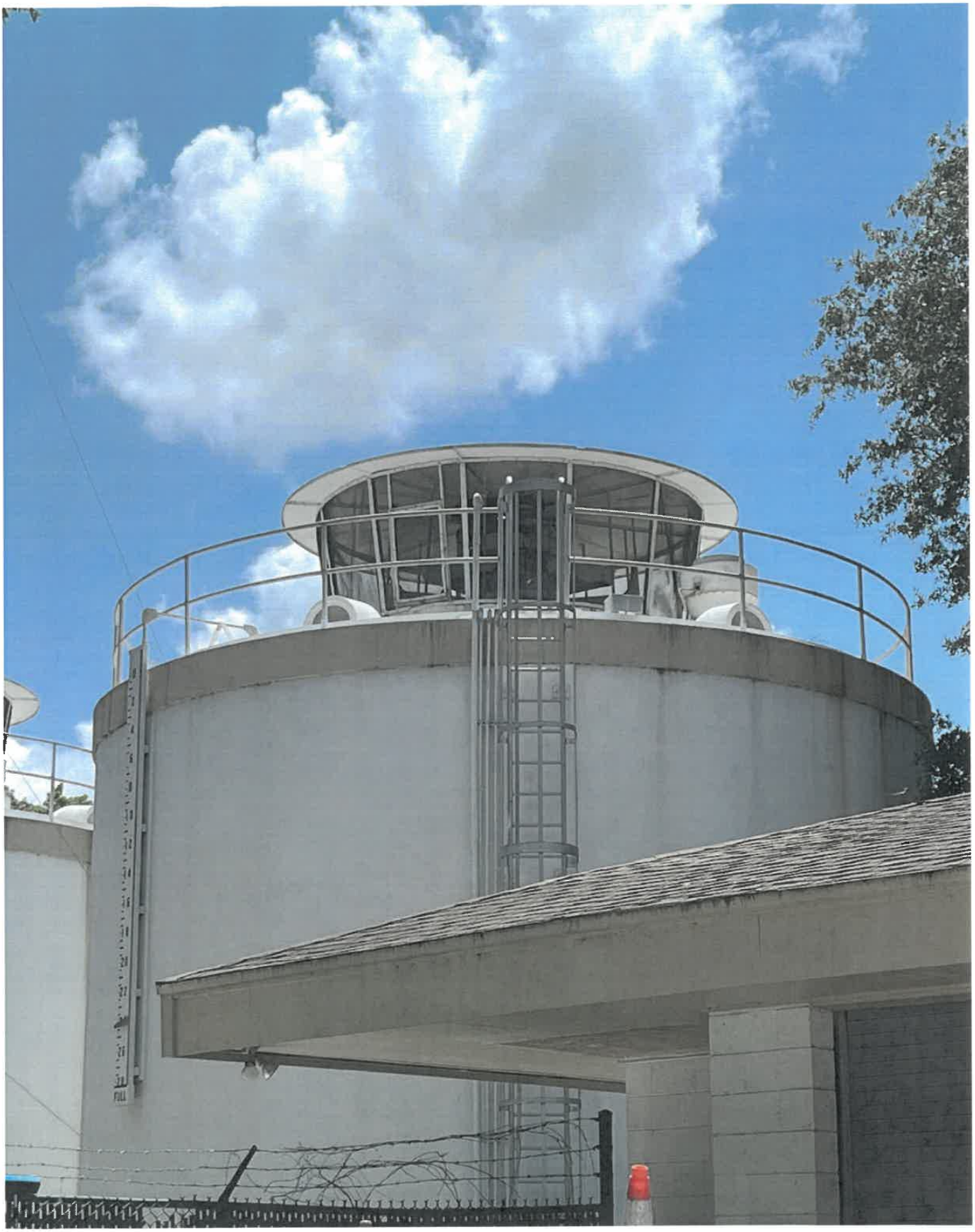
EXTERIOR PAINTING OF GROUND STORAGE TANKS

NAME	AMOUNT
Engineered Coatings Solutions	$157,199.72
Markley's Precision	$411,456.64
Razorback, LLC	$125,400.00
Tank Rehab	$93,500.00
Titan Construction Management	$127,600.00
Viking Painting	$150,480.00


FULL
DANGER
DIESEL FUEL
NO


FULL





CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 25-47 adopting the Comprehensive Safety Action Plan

SUBMITTED BY: Amanda Askew, Neighborhoods Department Director

TODAY'S DATE June 3, 2025

MEETING DATE: June 9, 2025

SUMMARY: The City was awarded a U.S. Department of Transportation Federal Highway Administration Office of Safety Safe Streets and Roads For All (SS4A) grant to create a Vision Zero Comprehensive Safety Action Plan. The plan's purpose is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in Atlantic Beach. The grant award from the Federal Highway Administration is $200,000 with a $50,000 match from the city.

The City has worked with Kimley-Horn to develop a Comprehensive Safety Action plan that identifies areas around the city that can be improved/altered to eliminate traffic-related fatalities and serious injuries. This plan supports the Vision Zero goal the City Commission adopted by resolution on October 14, 2024.

BUDGET: No additional funds are required to adopt the plan; future additional funds will be required to implement the plan.

RECOMMENDATION: Approval of Resolution No. 25-47

ATTACHMENT: Resolution No. 25-47

LINK: Comprehensive Safety Action Plan

REVIEWED BY CITY MANAGER: Kevin Hogencamp /for

RESOLUTION NO. 25-47

A RESOLUTION ADOPTING THE CITY OF ATLANTIC BEACH COMPREHENSIVE SAFETY ACTION PLAN WITH THE GOAL OF ELIMINATING TRAFFIC DEATHS AND SERIOUS INJURIES ON ROADS WITHIN CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, roadway crashes involving fatalities and serious injuries are a significant issue in the United States, the State of Florida, City of Atlantic Beach; and

WHEREAS, it is critical for the City of Atlantic Beach to prioritize the Safety Action Plan to ensure the safety of pedestrians, cyclists, and road users of all ages and abilities; and

WHEREAS, fatal and severe crashes are preventable, and death and serious injury are currently an unacceptable cost on our roadway system; and

WHEREAS, pedestrians, bicyclists and motorcyclists represent the most vulnerable road users in Atlantic Beach over the past five years; and

WHEREAS, the U.S. Department of Transportation has adopted the Safe System approach and Florida Department of Transportation has adopted a Target Zero Initiative; and

WHEREAS, the City of Atlantic Beach has adopted a Vision Zero goal which includes projects throughout Atlantic Beach requiring future collaboration and coordination with local, regional, and state partners; and

WHEREAS, City of Atlantic Beach received a federal Safe Streets and Roads for All grant for the development of a Safety Action Plan; and

WHEREAS, this Safety Action Plan represents both a data-driven approach but also an opportunity to meaningfully engage stakeholders and the public to identify safety concerns in the City.

NOW THEREFORE, be it resolved that:

SECTION 1. The City Commission of the City of Atlantic Beach hereby adopts the Comprehensive Safety Action Plan, which was developed with input from stakeholders, members of the public, and a multi-disciplinary Task Force comprised of representatives from local organizations and agencies with expertise in transportation, roadway engineering, law enforcement, emergency response, equity, transit, biking, and walking. The goal is to eliminate traffic deaths and severe injuries in the city.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the City of Atlantic Beach on this 9th day of June 2025.

ATTEST:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-49 to authorize the City to contract with Jax Utilities Management, Inc. to provide construction services for the removal and replacement of the concrete sidewalk along Plaza

SUBMITTED BY: Rick Carper, Interim Director of Public Works

TODAY'S DATE: May 23, 2025

MEETING DATE: June 9, 2025

BACKGROUND: The City has identified the sidewalk along Plaza, from the intersection at Seminole Road to the intersection at Mayport Road, as a priority project due to its deteriorated condition. Jax Utilities Management, Inc. has a current contract with the City of Jacksonville, Contract #70280-23, that the City of Atlantic Beach can piggyback on to complete this project.

The project scope of work is to complete the renovations to the sidewalk along Plaza as listed in the attached proposal. This includes replacing the existing sidewalk along Russell Park with a six-foot sidewalk to match the width of the walking track around the park. Additionally, it will relocate the crosswalk at Parkside Drive to the east side of the intersection as recommended in the draft Safety Action Plan. All work will be performed in accordance with the contract documents. The project is located along Plaza, from Seminole Road to Mayport Road.

BUDGET: The total cost of the project, $131,701.38, can be funded from the Public Works Infrastructure account #300-5002-541-6300, under Project PW2346 "Sidewalks Throughout City." There is currently $132,000.00 budgeted under this project code for FY2025.

RECOMMENDATION: Approve Resolution 25-49 and authorize the City to contract with Jax Utilities Management, Inc. to complete the renovations to the sidewalk along Plaza in the amount of $131,701.38 and authorize the City Manager to execute the contract.

ATTACHMENTS: Resolution No. 25-49
City of Jacksonville Contract #70280-23
Jax Utilities Management, Inc. Proposal dated April 16, 2025

REVIEWED BY CITY MANAGER: _____

RESOLUTION NO. 25-49

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE PLAZA SIDEWALK PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff has identified the sidewalk along Plaza, from the intersection at Seminole Road to the intersection at Mayport Road, as a priority project due to its deteriorated condition; and

WHEREAS, Jax Utilities Management, Inc. has a current contract with the City of Jacksonville, Contract #70280-23, that the City of Atlantic Beach can piggyback on to complete this project; and

WHEREAS, the project scope of work is to complete the renovations to the sidewalk along Plaza, including replacing the existing sidewalk along Russell Park with a six-foot sidewalk to match the width of the walking track around the park. Additionally, it will relocate the crosswalk at Parkside Drive to the east side of the intersection as recommended in the draft Safety Action Plan; and

WHEREAS, the total cost of the project, $131,701.38, can be funded from the Public Works Infrastructure account #300-5002-541-6300, under Project PW2346 "Sidewalks Throughout City." There is currently $132,000.00 budgeted under this project code for FY2025.

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby approves the Plaza Sidewalk Project.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Jax Utilities Management, Inc. and approve a Purchase Order to said vendor in the amount of $131,701.38.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of June, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

SECOND AMENDMENT TO CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
CONCRETE MAINTENANCE AND CONSTRUCTION – SOUTH AREA

THIS SECOND AMENDMENT to Contract for concrete maintenance and construction in the South Area (hereinafter the "Project") is made and entered into this 9 day of August, 2024, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor").

RECITALS:

WHEREAS, on April 7, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 70280-23 (hereinafter the "Contract") for the Projects; and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, said Contract should be amended further by providing additional funding in the amount of $2,000,000.00 (which amount includes a 3.8% CPI rate increase for all unit prices) for the period October 1, 2024, through September 30, 2025, thereby increasing the maximum indebtedness by $2,000,000.00 to an amount not to exceed $6,000,000.00, and by exercising the second of four (4) one-year renewal options, thereby extending the period of service from October 1, 2024, through September 30, 2025, with two (2) one-year renewal options remaining and with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and incorporated herein by this reference.

2. Section 2 of said Contract is amended by providing additional funding in the amount of $2,000,000.00 (which amount includes a 3.8% CPI rate increase for all unit prices) for the period October 1, 2024, through September 30, 2025, thereby increasing the maximum indebtedness by $2,000,000.00 to an amount not to exceed $6,000,000.00, and as amended shall read as follows:

> "2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in strict accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number CP-0135-22, bid date August 21, 2022,

designated as *Specifications for Concrete Maintenance and Construction (South Area)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed SIX MILLION AND 00/100 DOLLARS ($6,000,000.00), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued."

3. Section 3 of said Contract is amended by exercising the second of four (4) one-year renewal options, thereby extending the period of service from October 1, 2024, through September 30, 2025, with two (2) one-year renewal options remaining, and as amended shall read as follows:

"3. The term of this Contract shall commence on the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2025, with two (2) one-year renewal options."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment in duplicate the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

_____
Signature

Anne-Marie James
Type/Print Name

Secretary
Title

JAX UTILITIES MANGEMENT, INC.

_____
Signature

Charles D. Freshwater
Type/Print Name

President
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

GC-#1638649-v1-Jax_Utilities_70280-23_Amd#2 Concrete South_CPI docx

ENCUMBRANCE & FUNDING INFORMATION:

Account Nos.:	Various
Amount:	$2,000,000.00
TOTAL:	**$6,000,000.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e) *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Director of Finance
City Contract No. 70280-23, 2nd Amendment

Form Approve:

Office of General Counsel

SUBJECT: CONCRETE MAINTENANCE AND CONSTRUCTION (SOUTH AREA)

BID #: CP-0135-22 **OPEN DATE:** 8/31/2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 4 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second renewal option with Jax Utilities Management, Inc. (contract #70280-23) in the amount of $2,000,000.00, which includes a 3.8% CPI increase. Total revised not-to-exceed award amount will be $6,000,000.00. Period of service will be from October 1, 2024 through September 30, 2025 with two (2) one-year renewal options remaining.

This award will be funded from various agency accounts, executed by formal contract amendment #2 through the Office of General Counsel, and processed via Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2024. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo, Supplier's Letter, Basis of Award, Previous Awards

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: JAMES CARROLL, CHIEF, RIGHT OF WAY AND STORMWATER MAINTENANCE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 **MEMBERS DISAPPROVING** 0 **DATE:** 5/30/2024

_____ _____ **OTHER:** _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY **DATE** 6/3/2024

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No. 2023-02

Contract Purchase Agreement POA-70280-23 Change Order 3

Agreement	POA-70280-23
Agreement Date	17-MAY-2023
Change Order	3
Change Order Date	04-JUN-2024
Revision	2
Agreement Amount	6,000,000.00 USD
Solicitation Number	CP-0135-22

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Jax Utilities Management, Inc.
5465 Verna Boulevard
JACKSONVILLE, FLORIDA 32205

Notes
CO to add time and money ($2,000,000.00) per Renewal 2 (contract amendment #2).
Revised NTE amount is $6,000,000.00.

Pricing in accordance with CP-0135-22 Concrete Maintenance and Construction (South Area) - Renewal 1.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
06-Apr-2023	29-Sep-2025		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

1

Jax Utilities Management, Inc.

5465 Verna Boulevard
Jacksonville, FL 32205

Estimate

Date	Estimate #
4/16/2025	070974

Name / Address
City of Atlantic Beach Attn: Matt Krug

Description	Qty	U/M	Cost	Project Estimates Total
Plaza Sidewalk				
1. Maintenance of Traffic (Two Lane, 2-way Traffic)	1	EA	1,625.51	1,625.51
16. Concrete Sidewalk (4" Depth - Remove and Replace)	1,841	SY	69.36	127,691.76
67. Utility Access Adjustment	10	EA	205.90	2,059.00
74. Miscellaneous Concrete (Equipment, $100 rental cost includes operator) - Moving Handrail	3	EA	108.37	325.11

Jason James
904-237-4194

Total $131,701.38

Customer Signature _____

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-50 authorizing the City to contract with Jax Utilities Management, Inc. to provide thermoplastic striping services for high visibility crosswalks and stop bars throughout the City

SUBMITTED BY: Rick Carper, Interim Director of Public Works

TODAY'S DATE: May 27, 2025

MEETING DATE: June 9, 2025

BACKGROUND: The City has identified the thermoplastic re-striping of high visibility crosswalks and stop bars throughout the City as a priority project due to their deteriorated condition. Jax Utilities Management, Inc. has a current contract with the City of Jacksonville, Contract #71555-25, that the City of Atlantic Beach can piggyback on to complete this project.

The project scope of work is to complete the thermoplastic re-striping of various stop bars and crosswalks throughout the City. The project area will include the re-striping of all crosswalks and stop bars along the Safe Routes To School, from Sherry Drive to Seminole Road. All work will be performed in accordance with the contract documents.

BUDGET: The City of Atlantic Beach Commission approved a budget of $50,000.00 towards thermoplastic striping in the FY2025 Capital Improvements Plan. The project can be funded from the Public Works Infrastructure account #001-5002-541-3400, under Project PW2513 "Thermoplastic Crosswalks Throughout City."

RECOMMENDATION: Adopt Resolution No. 25-50 authorizing the City to contract with Jax Utilities Management, Inc. to complete the thermoplastic re-striping of various crosswalks throughout the City in the amount up to $50,000.

ATTACHMENTS: Resolution No. 25-50
City of Jacksonville Contract #71555-25
City of Jacksonville Contract #71555-25 Pavement Markings Unit Prices
Safe Routes to Schools (Crosswalks Striping) Quantities

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-50

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE THERMOPLASTIC CROSSWALK PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff has identified the thermoplastic re-striping of high visibility crosswalks and stop bars throughout the City as a priority project due to their deteriorated condition; and

WHEREAS, Jax Utilities Management, Inc. has a current contract with the City of Jacksonville, Contract #71555-25, that the City of Atlantic Beach can piggyback on to complete this project; and

WHEREAS, the project scope of work is to complete the thermoplastic re-striping of various stop bars and crosswalks throughout the City. The project area will include the re-striping of all crosswalks and stop bars along the Safe Routes To School, from Sherry Drive to Seminole Road; and

WHEREAS, the City of Atlantic Beach Commission approved a budget of $50,000.00 towards thermoplastic striping in the FY2025 Capital Improvements Plan. The project can be funded from the Public Works Infrastructure account #001-5002-541-3400, under Project PW2513 "Thermoplastic Crosswalks Throughout City".

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby approves the Thermoplastic Crosswalk Project.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Jax Utilities Management, Inc. and approve a Purchase Order to said vendor in the amount up to $50,000.00.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of June, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
JAX UTILITIES MANAGEMENT, INC.
FOR
STORM SEWER REPLACEMENT AND NEW CONSTRUCTION – NORTH AREA

THIS CONTRACT for storm sewer replacement and new construction in the North Area (hereinafter the "Project") is made and entered into this 23rd day of January, 2025, retroactive to October 1, 2024 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the "Owner" or the "City"), and **JAX UTILITIES MANAGEMENT, INC.**, a Florida profit corporation with principal address at 5465 Verna Boulevard, Jacksonville, Florida 32205 (hereinafter the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made October 3, 2024.

2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Robert Young for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number ITB-15893-24, bid date August 29, 2024, designated as *Bid Specifications for Storm Sewer Replacement and New Construction – North Area*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference

specifically made a part hereof to the same extent as if fully set out herein, for a total amount not to exceed FOURTEEN MILLION FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 04/100 DOLLARS ($14,591,777.04), at and for the prices and on the terms contained in the Contract Documents; *provided however*, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. The term of this Contract shall commence upon the Effective Date and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2027, with one (1) two-year renewal option.

4. On Contractor's faithful performance of this Contract, Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County as required by Section 255.05, Florida Statutes.

6. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.

7. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan, Mayor

OWNER

Karen Bowling
Chief Administrative Officer
For Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

_____
Signature

Anne-Marie James
Type/Print Name

Secretary / Treasurer
Title

JAX UTILITIES MANGEMENT, INC.

_____
Signature

Charles D. Freshwater
Type/Print Name

President
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

GC-#1657015-v1-Jax_Utilities_71555-25_Storm_Sewer_North_Area.docx

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
	$14,591,777.04

Total Maximum Indebtedness: $14,591,777.04

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

for Anna Brosche
Director of Finance
City Contract No. 71555-25

Form Approve:

James R. McCain, Jr.
Office of General Counsel

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 71555-25

PERFORMANCE BOND NUMBER US006685

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: (904) 779-5353

As to the Surety:

Name: Euler Hermes North America Insurance Company

Principal Business Address: 100 International Drive, 22nd Floor, Baltimore, MD 21202

Telephone: (877) 883-3224

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, all in accordance with plans, drawings, and specifications.

RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM OCTOBER 1, 2024 TO SEPTEMBER 30, 2027.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **JAX UTILITIES MANAGEMENT, INC.**, as Principal (hereinafter the "Contractor"), and Euler Hermes North America Insurance Company, a corporation organized and existing under the laws of the State of MD and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of FOURTEEN MILLION FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 04/100 DOLLARS ($14,591,777.04), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 71555-25 (the "Contract"), effective as of the 1st day of October, 2024, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, in strict accordance with plans and specifications prepared for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number ITB 15893-24, bid date August 29, 2024, designated as *Bid Specifications for Storm Sewer Replacement and New Construction – North Area*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall: **(1)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; **(2)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, **(3)** pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and at law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) **(A)** Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; **(B)**

alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including

all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 9th day of January, 2025.

WITNESS:

Signature

Anne-Marie James
Type/Print Name

Secretary/Treasurer
Title

JAX UTILITIES MANAGEMENT, INC.

Signature

Charles D. Freshwater
Type/Print Name

President
Title

AS PRINCIPAL

Signed, Sealed, and Delivered
in the Presence of:

Gia Tavella, Witness

Euler Hermes North America
Insurance Company

By Patti K. Lindsey
Its Attorney-In-Fact, Patti K. Lindsey

AS SURETY

Name of Agent: Seubert & Associates, Inc.

Address: 225 North Shore Drive, Suite 300

Pittsburgh, PA 15212

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Allianz

Allianz Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than: 11

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Wendy A. Bright; Cheri L. Ritz; Natasha Kerr William M. Chapman; Madeline P. Lovett Barbara A. Leeper; Giavonna D. Tavella Pamela M. Anderson; Nancy L. Jirku Patti K. Lindsey; Joshua Restauri	225 North Shore Drive Suite 300 Pittsburgh, PA 15212	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

Notary Public

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to prescribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of January, 20 25.

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 71555-25

PAYMENT BOND NUMBER US006685

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Jax Utilities Management, Inc.

Principal Business Address: 5465 Verna Boulevard, Jacksonville, Florida 32205

Telephone: (904) 779-5353

As to the Surety:

Name: Euler Hermes North America Insurance Company

Principal Business Address: 100 International Drive, 22nd Floor, Baltimore, MD 21202

Telephone: 877) 883-3224

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, all in accordance with plans, drawings, and specifications.

RENEWAL REQUIRES A CONTINUATION CERTIFICATE APPROVED BY THE SURETY COMPANY.
THE TERM OF THIS BOND SHALL BE FROM OCTOBER 1, 2024 TO SEPTEMBER 30, 2027.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **JAX UTILITIES MANAGEMENT, INC.**, as Principal (hereinafter the "Contractor") and Euler Hermes North America Insurance Company, a corporation organized and existing under the laws of the State of MD and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of FOURTEEN MILLION FIVE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 04/100 DOLLARS ($14,591,777.04), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 71555-25 (the "Contract"), effective as of the 1st day of October, 2024, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the repair, replacement, and new construction of storm sewer systems, roadways, and all other supporting, appurtenant work as deemed necessary at various locations within the North Area resulting in a complete storm sewer and roadway infrastructure, in strict accordance with plans and specifications prepared for the Right of Way and Stormwater Maintenance Division of the Department of Public Works, bid number ITB-15897-24, bid date August 29, 2024, designated as *Bid Specifications for Storm Sewer Replacement and New Construction – North Area*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a

part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or equipment that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and at law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or equipment shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or equipment in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of

delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes later, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 9th day of January, 2025.

WITNESS:

Signature

Anne-Marie James
Type/Print Name

Secretary/Treasurer
Title

JAX UTILITIES MANAGEMENT, INC.

Signature

Charles D. Freshwater
Type/Print Name

President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Gia Tavella, Witness

Euler Hermes North America
Insurance Company

By: Patti K. Lindsey
Its Attorney-In-Fact, Patti K. Lindsey

AS SURETY

Name of Agent: Seubert & Associates, Inc.
Address: 225 North Shore Drive, Suite 300
Pittsburgh, PA 15212

Form Approved:

James P. McCain, J
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

Allianz

Allianz Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

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POWER OF ATTORNEY

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Notary Public

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Docusign Envelope ID: 33CA83CF-6F68-410B-90CC-089F3AF16DF6

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: ITB-15893-24 Storm Sewer Replacement and New Construction - North Area

Requested Action/Authority:

Recommend approval of award to Jax Utilities Managment, Inc. as the lowest responsive, responsible bidder in the total not-to- exceed award amount of $14,591,777.04 for the initial three-year term. Period of service will be from October 1, 2024 through September 30, 2027 with one (1) two-year renewal option.

Justification/Explanation:

Jax Utilities Managment, Inc. submitted the lowest responsive, responsible bid. Funding source - be determined based on projects

Legal Contract #:	TBD	Contract Date:	10/01/2024	Change Order/AMD #:	N/A		
PO/Release #:	N/A	Bid Date:	08/29/2024	Awarded Supplier:	Jax Utilities Management, Inc.		
Licenses Verified:	Yes	Effective Date:	10/03/2024	Basis of Award:	LPTA		
Federally Funded:	No	No. Invited:	142	Responses Received:	2	Attachments:	
Solicitation:	ITB - 15893 - 24			Procurement Contract #:	POA - TBD		
Executed By:	Office of General Counsel						
PoP:Base:	3 years	Options:	one (1) two-year renewal option			Extension(s):	N/A
JSEB Rec.:	Participation	%:	25	Bonds Waived Pursuant To:	N/A		

Fund: 00000	Center: 000000	Acct: 000000	Proj: 00000000	Activity: 0000000000	$	14,591,777.04
Fund:	Center:	Acct:	Proj:	Activity:	$	
Fund:	Center:	Acct:	Proj:	Activity:	$	

New NTE/GMP: $ 14,591,777.04 Contingent Amount: $ 0.00 DMP/ODPO Amount: $ 0.00

Using Agency/BU: PWGM:R-O-W_AND_STORMWATER_MAINTENANCE

Concurrence:	Title: CHIEF OF RIGHT OF WAY AND STORMWATER MAINTENANCE		9/16/2024
Concurrence:	Title: DIRECTOR OF PUBLIC WORKS		9/18/2024
Concurrence:	Title:		
Concurrence:	Title:		
Procurement Analyst/Buyer:		Chief of Procurement:	9/23/2024
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve: 3

Members Who Disapprove: 0

Other Action: N/A

Date: 10/3/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 10/3/2024

Signature:

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of
Executive Order No: 2023-02

Contract Purchase Agreement POA-71555-25

Agreement	POA-71555-25
Agreement Date	04-OCT-2024
Revision	0
Agreement Amount	14,591,777.04 USD
Solicitation Number	ITB-15893-24 (CP-0095-24)

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Jax Utilities Management, Inc.
5465 Verna Boulevard
JACKSONVILLE, FLORIDA 32205

Notes In accordance with ITB-15893-24 (CP-0095-24) Storm Sewer Replacement and New Construction - North Area (contract #71555-25).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20506	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
30-Sep-2024	29-Sep-2027		David Klages dklages@coj.net	

DRAFT

This Order is subject to the General Conditions attached here to.
Manufacturer's Federal excise tax exempt no 59-89-0120K
Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Dustin L. Freeman, Chief of Procurement Division

STORM SEWER REPLACEMENT AND NEW CONSTRUCTION - NORTH AREA
SCHEDULE A: COJ NORTH AREA

Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price
A1	Site Preparation: Percentage of Total Work Performed Not Including Mobilization, M.O.T., and Messageboards	%	1	17.00%	$602,571.78
A2	Mobilization (15" to 24" pipe or equivalent)	EA	14	$4,629.00	$64,806.00
A3	Mobilization (30" to 42" pipe or equivalent)	EA	14	$10,662.00	$149,268.00
A4	Mobilization (48" to 60" pipe or equivalent)	EA	6	$15,336.00	$92,016.00
A5	Mobilization (66" to 72" pipe or equivalent)	EA	6	$25,868.00	$155,208.00
A6	Mobilization (Box culvert)	EA	2	$31,008.00	$62,016.00
A7	Mobilization (Roadway and Right of Way)	EA	5	$3,277.00	$16,385.00
A8	Mobilization (Asphaltic Concrete Milling > 50 sq. yds.)	EA	5	$2,105.00	$10,525.00
A9	Mobilization (Asphaltic Concrete Paving)	EA	5	$2,105.00	$10,525.00
A10	Maintenance of Traffic (Two Lane, 2-way traffic)	EA	15	$2,987.00	$44,805.00
A11	Maintenance of Traffic (Multi Lane, 1-way traffic)	EA	4	$3,514.00	$14,056.00
A12	Maintenance of Traffic (Multi Lane, 2-way traffic)	EA	1	$3,984.00	$3,984.00
A13	Maintenance of Traffic (Closure)	EA	15	$5,520.00	$82,800.00
A14	Parking Meter Closure	EA	30	$44.00	$1,320.00
A15	Message Board	DY	100	$91.00	$9,100.00
A16	15" R.C.P.	LF	100	$70.11	$7,011.00
A17	18" R.C.P.	LF	134	$75.57	$10,126.38
A18	24" R.C.P.	LF	134	$96.85	$12,977.90
A19	30" R.C.P.	LF	134	$128.78	$17,256.52
A20	36" R.C.P.	LF	134	$170.77	$22,883.18
A21	42" R.C.P.	LF	34	$214.31	$7,286.54
A22	48" R.C.P.	LF	134	$253.01	$33,903.34
A23	54" R.C.P.	LF	68	$321.06	$21,832.08
A24	60" R.C.P.	LF	68	$398.78	$27,117.04
A25	66" R.C.P.	LF	34	$481.29	$16,363.86
A26	72" R.C.P.	LF	68	$597.12	$40,604.16
A27	12" X 18" E.R.C.P.	LF	300	$84.37	$25,311.00
A28	14" X 23" E.R.C.P.	LF	134	$95.98	$12,861.32
A29	19" X 30" E.R.C.P.	LF	134	$132.75	$17,788.50
A30	24" X 38" E.R.C.P.	LF	134	$176.28	$23,621.52
A31	29" X 45" E.R.C.P.	LF	134	$238.44	$31,950.96
A32	34" X 53" E.R.C.P.	LF	68	$306.22	$20,822.96
A33	38" X 60" E.R.C.P.	LF	68	$374.27	$25,450.36
A34	43" X 68" E.R.C.P.	LF	34	$455.07	$15,472.38
A35	48" X 76" E.R.C.P.	LF	34	$572.93	$19,479.62
A36	53" X 83" E.R.C.P.	LF	34	$588.00	$19,992.00
A37	58" X 91" E.R.C.P.	LF	34	$887.37	$30,170.58
A38	15" C.M.P.	LF	300	$68.29	$20,487.00
A39	18" C.M.P.	LF	134	$71.20	$9,540.80
A40	24" C.M.P.	LF	134	$78.83	$10,563.22
A41	30" C.M.P.	LF	134	$81.10	$10,867.40
A42	36" C.M.P.	LF	134	$83.09	$11,134.06
A43	42" C.M.P.	LF	34	$94.96	$3,228.64
A44	48" C.M.P.	LF	134	$114.38	$15,326.92
A45	54" C.M.P.	LF	68	$152.15	$10,346.20
A46	60" C.M.P.	LF	68	$205.02	$13,941.36
A47	66" C.M.P.	LF	34	$291.35	$9,905.90
A48	72" C.M.P.	LF	68	$378.90	$25,765.20
A49	13" X 17" C.M.P.A.	LF	300	$66.42	$19,926.00
A50	15" X 21" C.M.P.A.	LF	134	$75.54	$10,122.36

STORM SEWER REPLACEMENT AND NEW CONSTRUCTION - NORTH AREA
SCHEDULE A: COJ NORTH AREA

Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price
A51	20" X 28" C.M.P.A.	LF	134	$83.09	$11,134.06
A52	24" X 35" C.M.P.A.	LF	134	$87.41	$11,712.94
A53	29" X 42" C.M.P.A.	LF	134	$103.59	$13,881.06
A54	33" X 49" C.M.P.A.	LF	34	$134.88	$4,585.92
A55	38" X 57" C.M.P.A.	LF	134	$182.36	$24,436.24
A56	43" X 68" C.M.P.A.	LF	68	$268.69	$18,270.92
A57	47" X 71" C.M.P.A.	LF	34	$315.09	$10,713.06
A58	52" X 77" C.M.P.A.	LF	34	$344.23	$11,703.82
A59	57" X 83" C.M.P.A.	LF	34	$426.24	$14,492.16
A60	15" P.P HP STORM PIPE	LF	300	$70.64	$21,192.00
A61	18" P.P HP STORM PIPE	LF	134	$76.00	$10,184.00
A62	24" P.P HP STORM PIPE	LF	134	$83.00	$11,122.00
A63	30" P.P HP STORM PIPE	LF	134	$132.00	$17,688.00
A64	36" P.P HP STORM PIPE	LF	134	$146.00	$19,564.00
A65	42" P.P HP STORM PIPE	LF	34	$206.00	$7,004.00
A66	48" P.P HP STORM PIPE	LF	134	$215.44	$28,868.96
A67	54" P.P HP STORM PIPE	LF	68	$320.77	$21,812.36
A68	60" P.P HP STORM PIPE	LF	68	$335.09	$22,786.12
A69	Box Culvert (Concrete)	CY	17	$2,210.00	$37,570.00
A70	Box Culvert (Reinforcing Steel)	LB	1,000	$4.99	$4,990.00
A71	Straight Concrete Endwall (Single 15" pipe or pipe equivalent)	EA	8	$2,538.00	$20,304.00
A71a	For Multible Pipe, Adjust per additional pipe	EA	2	$750.00	$1,500.00
A72	Straight Concrete Endwall (Single 18" pipe or pipe equivalent)	EA	8	$3,164.00	$25,312.00
A72a	For Multible Pipe, Adjust per additional pipe	EA	2	$850.00	$1,700.00
A73	Straight Concrete Endwall (Single 24" pipe or pipe equivalent)	EA	8	$4,456.00	$35,648.00
A73a	For Multible Pipe, Adjust per additional pipe	EA	2	$1,270.00	$2,540.00
A74	Straight Concrete Endwall (Single 30" pipe or pipe equivalent)	EA	8	$6,394.00	$51,152.00
A74a	For Multible Pipe, Adjust per additional pipe	EA	2	$1,200.00	$2,400.00
A75	Straight Concrete Endwall (Single 36" pipe or pipe equivalent)	EA	8	$8,808.00	$70,464.00
A75a	For Multible Pipe, Adjust per additional pipe	EA	2	$1,450.00	$2,900.00
A76	Straight Concrete Endwall (Single 42" pipe or pipe equivalent)	EA	2	$12,228.00	$24,456.00
A76a	For Multible Pipe, Adjust per additional pipe	EA	2	$2,200.00	$4,400.00
A77	Straight Concrete Endwall (Single 48" pipe or pipe equivalent)	EA	2	$15,686.00	$31,372.00
A77a	For Multible Pipe, Adjust per additional pipe	EA	2	$3,800.00	$7,600.00
A78	Straight Concrete Endwall (Single 54" pipe or pipe equivalent)	EA	2	$16,441.00	$32,882.00
A78a	For Multible Pipe, Adjust per additional pipe	EA	2	$3,850.00	$7,700.00
A79	Straight Concrete Endwall (Single 60" pipe or pipe equivalent)	EA	2	$17,432.00	$34,864.00
A79a	For Multible Pipe, Adjust per additional pipe	EA	2	$3,860.00	$7,720.00
A80	Straight Concrete Endwall (Single 66" pipe or pipe equivalent)	EA	2	$18,750.00	$37,500.00
A80a	For Multible Pipe, Adjust per additional pipe	EA	2	$3,910.00	$7,820.00
A81	Straight Concrete Endwall (Single 72" pipe or pipe equivalent)	EA	2	$19,111.00	$38,222.00
A81a	For Multible Pipe, Adjust per additional pipe	EA	2	$4,101.00	$8,202.00
A82	Box Culvert Endwall (Concrete)	CY	14	$2,875.00	$40,250.00
A83	Box Culvert Endwall (Reinforcing steel)	LB	4,000	$4.99	$19,960.00
A84	Sand- Cement Rip Rap Endwall	BAG	334	$22.50	$7,515.00
A85	End Section (15" pipe or pipe equivalent)	EA	8	$1,322.00	$10,576.00
A86	End Section (18" Pipe or pipe equivalent)	EA	8	$1,422.00	$11,376.00
A87	End Section (24" Pipe or pipe equivalent)	EA	8	$2,766.00	$22,128.00
A88	End Section (30" Pipe or pipe equivalent)	EA	8	$3,556.00	$28,448.00
A89	End Section (36" Pipe or pipe equivalent)	EA	8	$3,950.08	$31,600.64
A90	End Section (42" Pipe or pipe equivalent)	EA	2	$4,007.21	$8,014.42

STORM SEWER REPLACEMENT AND NEW CONSTRUCTION - NORTH AREA
SCHEDULE A: COJ NORTH AREA

Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price
A91	End Section (48" Pipe or pipe equivalent)	EA	2	$4,305.34	$8,610.68
A92	End Section (54" Pipe or pipe equivalent)	EA	4	$4,509.02	$18,036.08
A93	End Section (60" Pipe or pipe equivalent)	EA	2	$4,653.00	$9,306.00
A94	Type "C" Inlet (4' depth)	EA	2	$3,226.00	$6,452.00
A94a	For Additional Depth, Adjust per foot	LF	2	$450.00	$900.00
A95	Type "E" Inlet (4' depth)	EA	2	$5,242.00	$10,484.00
A95a	For Additional Depth, Adjust per foot	LF	2	$616.00	$1,232.00
A96	Curb Inlet (Single, 4' depth)	EA	8	$5,020.00	$40,160.00
A96a	For Additional Depth, Adjust per foot	LF	2	$702.00	$1,404.00
A97	Curb Inlet (Double, 4' depth)	EA	4	$9,502.00	$38,008.00
A97a	For Additional Depth, Adjust per foot	LF	2	$911.75	$1,823.50
A98	Curb Inlet Storm Sewer 48" I.D. (4' depth)	EA	4	$4,485.00	$17,940.00
A98a	For Additional Depth, Adjust per foot	LF	2	$364.00	$728.00
A99	Type "B" Inlet (3' x 6', 4' depth or equivalent area)	EA	2	$5,481.00	$10,962.00
A99a	For Additional Depth, Adjust per foot	LF	2	$455.00	$910.00
A100	Type "B" Inlet (Single 3' x 8', 5' depth or equivalent area)	EA	2	$6,478.00	$12,956.00
A100a	For Additional Depth, Adjust per foot	LF	2	$540.00	$1,080.00
A101	Type "B" Inlet (Double 3' x 8', 5' depth or equivalent area)	EA	2	$7,382.66	$14,765.32
A101a	For Additional Depth, Adjust per foot	LF	2	$567.00	$1,134.00
A102	Type "B" Inlet (4' x 4', 5' depth or equivalent area)	EA	2	$6,162.88	$12,325.76
A102a	For Additional Depth, Adjust per foot	LF	2	$578.00	$1,156.00
A103	Type "B" Inlet (4' x 6', 5' depth or equivalent area)	EA	2	$7,063.72	$14,127.44
A103a	For Additional Depth, Adjust per foot	LF	2	$866.00	$1,732.00
A104	Type "B" Inlet (Single 4' x 8', 5' depth or equivalent area)	EA	2	$8,142.00	$16,284.00
A104a	For Additional Depth, Adjust per foot	LF	2	$866.00	$1,732.00
A105	Type "B" Inlet (Double 4' x 8', 5' depth or equivalent area)	EA	2	$10,574.00	$21,148.00
A105a	For Additional Depth, Adjust per foot	LF	2	$1,111.23	$2,222.46
A106	Type "B" Inlet (5' x 6', 5' depth or equivalent area)	EA	2	$9,945.00	$19,890.00
A106a	For Additional Depth, Adjust per foot	LF	2	$1,023.00	$2,046.00
A107	Type "B" Inlet (Single 5' x 8', 5' depth or equivalent area)	EA	2	$11,865.00	$23,730.00
A107a	For Additional Depth, Adjust per foot	LF	2	$1,189.00	$2,378.00
A108	Type "B" Inlet (Double 5' x 8', 5' depth or equivalent area)	EA	2	$12,766.00	$25,532.00
A108a	For Additional Depth, Adjust per foot	LF	2	$1,190.00	$2,380.00
A109	Type "B" Inlet (Single 6' x 8', 5' depth or equivalent area)	EA	2	$13,124.00	$26,248.00
A109a	For Additional Depth, Adjust per foot	LF	2	$1,277.50	$2,555.00
A110	Type "B" Inlet (Double 6' x 8', 5' depth or equivalent area)	EA	2	$13,826.00	$27,652.00
A110a	For Additional Depth, Adjust per foot	LF	2	$1,277.00	$2,554.00
A111	Type "B" Inlet (Single 8' x 8', 5' depth or equivalent area)	EA	2	$14,607.00	$29,214.00
A111a	For Additional Depth, Adjust per foot	LF	2	$1,237.00	$2,474.00
A112	Type "B" Inlet (Double 8' x 8', 5' depth or equivalent area)	EA	2	$15,701.00	$31,402.00
A112a	For Additional Depth, Adjust per foot	LF	2	$1,443.00	$2,886.00
A113	J-1 Manhole (4' depth)	EA	2	$4,448.00	$8,896.00
A113a	For Additional Depth, Adjust per foot	LF	2	$610.00	$1,220.00
A114	J-1-A Manhole (4' depth)	EA	8	$6,124.00	$48,992.00
A114a	For Additional Depth, Adjust per foot	LF	2	$622.00	$1,244.00
A115	J-1-B Manhole (5' depth)	EA	8	$7,901.00	$63,208.00
A115a	For Additional Depth, Adjust per foot	LF	2	$761.00	$1,522.00
A116	J-1-C Manhole (5' depth)	EA	4	$8,678.00	$34,712.00
A116a	For Additional Depth, Adjust per foot	LF	2	$1,277.00	$2,554.00
A117	J-1-D Manhole (5' depth)	EA	4	$10,980.00	$43,920.00
A117a	For Additional Depth, Adjust per foot	LF	2	$1,443.00	$2,886.00

STORM SEWER REPLACEMENT AND NEW CONSTRUCTION - NORTH AREA
SCHEDULE A: COJ NORTH AREA

Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price
A118	J-1-E Manhole (5' depth)	EA	2	$12,257.00	$24,514.00
A118a	For Additional Depth, Adjust per foot	LF	2	$1,611.00	$3,222.00
A119	J-1-F Manhole (5' depth)	EA	2	$13,993.00	$27,986.00
A119a	For Additional Depth, Adjust per foot	LF	2	$1,522.00	$3,044.00
A120	Manhole or Inlet Conversion to Sewer Conflict Manhole	EA	8	$7,669.00	$61,352.00
A121	Brick Manhole or Inlet	CF	334	$32.40	$10,821.60
A122	Pipe Encasement (15" to 18" pipe equivalent)	SY	34	$26.88	$913.92
A123	Pipe Encasement (21" to 24" pipe equivalent)	SY	34	$27.92	$949.28
A124	Pipe Encasement (30" to 36" pipe equivalent)	SY	34	$30.23	$1,027.82
A125	Pipe Encasement (42" to 48" pipe equivalent)	SY	34	$32.00	$1,088.00
A126	Pipe Encasement (54" to 60" pipe equivalent)	SY	18	$34.00	$612.00
A127	Pipe Encasement (66" to 72" pipe equivalent)	SY	18	$39.00	$702.00
A128	Connect (15" to 24" or equivalent pipe to existing structure)	EA	10	$775.00	$7,750.00
A129	Connect (30" to 42" or equivalent pipe to existing structure)	EA	10	$863.00	$8,630.00
A130	Connect (48" to 60" or equivalent pipe to existing structure)	EA	4	$1,182.00	$4,728.00
A131	Connect (66" to 72" or equivalent pipe to existing structure)	EA	2	$1,550.00	$3,100.00
A132	Connect (New structure to existing 15" to 24" or equivalent pipe)	EA	10	$1,033.00	$10,330.00
A133	Connect (New structure to existing 30" to 42" or equivalent pipe)	EA	10	$1,135.00	$11,350.00
A134	Connect (New structure to existing 48" to 60" or equivalent pipe)	EA	4	$1,310.00	$5,240.00
A135	Connect (New structure to existing 66" to 72" or equivalent pipe)	EA	1	$1,560.00	$1,560.00
A136	Pipe Coupling (10" to 18" or equivalent)	EA	8	$566.00	$4,528.00
A137	Pipe Coupling (24" to 36" or equivalent)	EA	4	$660.00	$2,640.00
A138	Pipe Coupling (42" to 54" or equivalent)	EA	2	$755.00	$1,510.00
A139	Pipe Coupling (60" to 72" or equivalent)	EA	2	$862.00	$1,724.00
A140	Well Points (> 8' deep)	DY	200	$712.00	$142,400.00
A141	Bypass Pumping (> 4" suction/discharge)	DY	134	$467.00	$62,578.00
A142	Sand Bags (bag filled with sand, install and remove)	BAG	134	$27.00	$3,618.00
A143	Pipe Plug (15" to 30" or equivalent, install and remove)	DY	34	$93.75	$3,187.50
A144	Pipe Plug (36" to 54" or equivalent, install and remove)	DY	34	$215.00	$7,310.00
A145	Pipe Plug (60" to 72"or equivalent, install and remove)	DY	8	$862.00	$6,896.00
A146	Steel Sheeting (Install and remove)	SF	668	$17.11	$11,429.48
A147	Steel Plates (Install and remove)	SF	68	$47.00	$3,196.00
A148	Concrete & Steel Modification (To endwall, inlet or manhole)	CY	8	$3,988.00	$31,904.00
A149	Brick Adjustment (To existing inlet or manhole)	LF	8	$404.00	$3,232.00
A150	Brick Modification (To inlet, manhole or end section)	SF	18	$89.00	$1,602.00
A151	Sawcut Modification (To inlet, manhole or end section, , 8" depth)	LF	14	$37.00	$518.00
A152	Manhole Cover and Frame	EA	2	$713.00	$1,426.00
A153	Catch Basin or Curb Inlet Grate and Frame	EA	2	$668.00	$1,336.00
A154	Curb Iron	EA	2	$1,026.00	$2,052.00
A155	Type "E" Grates and Frames (Traffic bearing)	EA	2	$1,450.00	$2,900.00
A156	1" Steel Plate (Including openings)	SF	34	$29.00	$986.00
A157	Asphaltic Concrete Pavement Repair (Case X)	SY	2,000	$68.00	$136,000.00
A158	Asphaltic Concrete	TN	68	$485.00	$32,980.00
A159	Concrete Removal, Haul and Disposal (> 6" depth)	SY	200	$21.61	$4,322.00
A160	Asphalt Milling (1.5" depth)	SY	668	$19.77	$13,206.36
A161	Stabilized Subgrade (Vehicular Traffic Bearing Areas)	SY	168	$16.18	$2,718.24
A162	Limerock (6" Lift)	SY	168	$35.27	$5,925.36
A163	Limerock (Additional 1" lift)	SY	168	$6.70	$1,125.60
A164	Crushed Concrete (6" Lift)	SY	168	$35.27	$5,925.36
A165	Crushed Concrete (Additional 1" lift)	SY	168	$6.70	$1,125.60
A166	Extra Foot of Trench Cut (> 7' depth)	LF	200	$29.29	$5,858.00

STORM SEWER REPLACEMENT AND NEW CONSTRUCTION - NORTH AREA
SCHEDULE A: COJ NORTH AREA

Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price
A167	Over Excavation (contingency)	CY	200	$10.33	$2,066.00
A168	A-3 Fill (Contingency item, delivered, hauled and placed)	CY	2,000	$19.42	$38,840.00
A169	Stone (No. 57 or equivalent, delivered, hauled and placed)	CY	668	$62.00	$41,416.00
A170	Ditch Regrading (0' - 4' bottom, from 0' - 4' in depth)	LF	34	$9.40	$319.60
A171	Ditch Regrading (0' - 4' bottom, from 4' - 8' in depth)	LF	34	$10.70	$363.80
A172	Ditch Regrading (4' - 8' bottom, from 0' to 4' in depth)	LF	34	$12.19	$414.46
A173	Ditch Regrading (4' - 8' bottom, from 4' to 8' in depth)	LF	34	$13.84	$470.56
A174	Roadside Shoulder Grading	SY	2,000	$9.44	$18,880.00
A175	Ditch Excavation	CY	68	$44.00	$2,992.00
A176	Curb & Gutter (City standard, median, drop, header & Miami)	LF	668	$43.77	$29,238.36
A177	Concrete Sidewalk (4" depth)	SY	334	$62.00	$20,708.00
A178	Concrete Sidewalk (5" depth)	SY	68	$68.00	$4,624.00
A179	Concrete Sidewalk (6" depth)	SY	68	$82.00	$5,576.00
A180	Concrete Handicapped Ramp (5" depth)	SY	68	$89.00	$6,052.00
A181	Concrete Driveway (5" depth)	SY	334	$66.00	$22,044.00
A182	Concrete Driveway (6" depth)	SY	68	$68.00	$4,624.00
A183	Concrete Ditch Pavement (4" depth)	SY	34	$98.00	$3,332.00
A184	Concrete Turndown (4" width X 18" depth)	LF	34	$21.00	$714.00
A185	Miscellaneous Concrete (Non-reinforced)	CY	8	$1,759.00	$14,072.00
A186	Miscellaneous Concrete (Reinforced)	CY	8	$2,478.00	$19,824.00
A187	Rip-Rap (Over filter fabric)	SY	334	$66.00	$22,044.00
A188	Utility Access Adjustment	EA	18	$149.00	$2,682.00
A189	Tree Removal (6" to 12" diameter)	EA	20	$673.00	$13,460.00
A190	Tree Removal (13" to 24" diameter)	EA	10	$2,008.00	$20,080.00
A191	Tree Removal (25" to 36" diameter)	EA	4	$3,708.00	$14,832.00
A192	Tree Removal (> 36" diameter) adjust per 4" additional diameter	EA	4	$6,815.00	$27,260.00
A193	Grass Sod (St. Augustine, Bahia, Bermuda, other common type)	SY	1,334	$10.51	$14,020.34
A194	Grass Sod (Centipede, Zoysia, other specialty sod)	SY	1,334	$12.55	$16,741.70
A195	Seed and Mulch	SY	668	$4.22	$2,818.96
A196	Fence (City Standard, Chain Link, 4' height)	LF	334	$44.00	$14,696.00
A197	Fence (City Standard, Chain Link, 5' height)	LF	168	$58.00	$9,744.00
A198	Fence (City Standard, Chain Link, 6' height)	LF	168	$79.00	$13,272.00
A199	Fence (Wood Privacy, All Residential Styles, 6' height)	LF	168	$77.00	$12,936.00
A200	Fence (Vinyl Privacy, All Residential Styles, 6' height)	LF	100	$79.00	$7,900.00
A201	Fence (Vinyl Privacy, All Residential Styles, 8' height)	LF	50	$89.00	$4,450.00
A202	Guardrail (Straight)	LF	54	$51.80	$2,797.20
A203	Guardrail (Shop-Bent)	LF	20	$69.09	$1,381.80
A204	Guardrail (Special Post)	EA	8	$225.00	$1,800.00
A205	Guardrail (Special Steel Post)	EA	8	$225.00	$1,800.00
A206	Guardrail (Special Length Post)	EA	8	$280.00	$2,240.00
A207	Guardrail (Post Replacement)	EA	18	$67.00	$1,206.00
A208	Guardrail (Anchorage Assembly)	EA	8	$3,571.00	$28,568.00
A209	Guardrail (Anchorage Assembly Concrete Barrier Wall)	EA	4	$3,571.00	$14,284.00
A210	Guardrail (End Anchorage Assembly)	EA	4	$2,878.00	$11,512.00
A211	Pavement Markings (Painted Stripes and Stop Bars, all colors)	SF	54	$3.24	$174.96
A212	Pavement Markings (Thermoplastic Stripes and Stop Bars, all colors)	SF	54	$4.32	$233.28
A213	Pavement Markings (Painted Arrows, Symbols, etc., all colors)	SF	34	$4.32	$146.88
A214	Pavement Markings (Thermoplastic Arrows, Symbols, etc. all colors)	SF	34	$7.55	$256.70
A215	Pavement Markings (Retro-Reflective Pavement Markers)	EA	14	$32.00	$448.00
A216	Inductive Loop Assembly (Type F- 6' x 30') (660-2-106)	EA	2	$4,078.00	$8,156.00
A217	6" PVC DR-18 Pipe or equivalent	LF	10	$34.00	$340.00

STORM SEWER REPLACEMENT AND NEW CONSTRUCTION - NORTH AREA
SCHEDULE A: COJ NORTH AREA

Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Price
A218	6" PVC DR-25 Pipe or equivalent	LF	10	$35.00	$350.00
A219	8" PVC DR-18 Pipe or equivalent	LF	10	$39.00	$390.00
A220	8" PVC DR-25 Pipe or equivalent	LF	10	$40.00	$400.00
A221	12" PVC DR-18 Pipe or equivalent	LF	10	$42.00	$420.00
A222	12" PVC DR-25 Pipe or equivalent	LF	10	$43.00	$430.00
A223	Underdrain	LF	68	$84.00	$5,712.00
A224	Underdrain Cleanout	EA	4	$167.00	$668.00
A225	Underdrain Connection	EA	4	$313.00	$1,252.00
A226	Flowable Fill	CY	34	$442.00	$15,028.00
A227	COJ Project Sign (For jobs lasting more than 7 days)	EA	35	$727.00	$25,445.00
A228	As-Built Drawing (11" x 17" construction drawing)	EA	4	$1,957.00	$7,828.00
A229	Project Record (Per job site)	EA	34	$391.00	$13,294.00
SCHEDULE A - COJ NORTH AREA - TOTAL BID (ITEMS A1 - A229):				**$4,863,925.68**	

Instructions:
Step 1. Enter the Unit Price for each line-item (it will automatically calculate the Extended Price).
Step 2. Enter the TOTAL BID amount in the "Lines" tab in 1Cloud.

Note: When entering the Unit Price, use only two digits past the decimal point. If more than two digits past the decimal point are entered, the rounded off number in the spreadsheet will be the official Unit Price.

Safe Routes to Schools (Crosswalks Striping)

Location (Streets and Intersection)	12" Line (LF)	24" Cross Hashing (LF)	Stop Bars (LF)
Ahern	50	30	12
Sturdivant	90	42	None
1st	61	50	12
2nd	66	50	12
2nd to school Side	54	40	None
3rd	46	40	12
3rd to school Side	46	None	None
4th St	64	32	12
Stop Bar Ped Walk between 4th and 5th	None	None	24
Howell Park Entrance	48	30	None
Crosswalk after 4th	22	50	None
5th St.	62	30	12
6th St.	55	40	12
7th St.	58	40	12
8th St.	55	40	12
9th St.	61	40	12
10th St.	76	54	12
11th St.	43	30	12
11th St. West Side of Seminole	46	30	12
Crosswalk Before Selva Marina	40	30	None
Crosswalk At Selva Marina	103	None	12
Park Terrace W.	53	None	12
Park Terrace E.	37	None	12
Seminole Crossing Before Country Club	56	39	None
15th St.	49	30	12
East Coast and Seminole	134	110	12
16th St.	79	70	12
Ocean Blvd and Seminole Road	117	90	12
Shell St.	43	27	12
Coral St.	75	45	12
17th St.	60	50	12
Totals (Linear Feet)	**1849**	**1159**	**300**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-48 approving Phase 2 and 3 of the Howell Park Restoration Project (Project No. AR2211)

SUBMITTED BY: Rick Carper, Public Works Director

TODAY'S DATE: May 28, 2025

MEETING DATE: June 9, 2025

BACKGROUND: The City Commission previously approved the Howell Park Restoration Pilot Project on March 24, 2025. The City has received two proposed change orders in addition to the original plan for this project. The contractor, Jax Utilities Management, Inc., met with City staff and discussed the change orders and costs.

The project has been divided into three sections. Phase 1 is the original pilot project, from the center bridge in Howell Park to the south area of the turtle pond. Phase 2 is the area from the turtle pond to the south toward Pine Street, and Phase 3 is the area from the center bridge in Howell Park to the north towards Seminole Road.

The original bid for this project was $38,745.00. The change orders for Phases 2 and 3 total $72,590.00. To cover the additional costs for the change orders, funds that were budgeted for fiscal year 2025 to the Annual Drainage Ditch Maintenance (Project No. PW2364) for $200,000.00 can be used. This would leave $127,410.00 left for the 2025 Annual Drainage Ditch Maintenance project.

BUDGET: Funds can be moved from the Annual Drainage Ditch Maintenance (Project No. PW2364) for $73,000.00.

RECOMMENDATION: Adopt Resolution No. 25-48 authorizing the City to fund change orders totaling $72,590.00 for the remaining two phases of the Howell Park Restoration Project (Project No. AR2211).

ATTACHMENTS: Resolution No. 25-48
Phase 2 Estimate from Jax Utilities Management, Inc. dated May 20, 2025
Phase 3 Estimate from Jax Utilities Management, Inc. dated May 20, 2025

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-48

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING PHASE 2 AND 3 OF THE HOWELL PARK RESTORATION PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 24, 2025, the Atlantic Beach City Commission approved the Howell Park Restoration Project; and

WHEREAS, the project has been divided into three phases, with the first phase being the center area of the park, the second phase being the area from the turtle pond to Pine Street, and the third phase being the area from the center bridge to Seminole Road; and

WHEREAS, City staff received a proposed change order to complete Phases 2 and 3 of this project from Jax Utilities Management, Inc. in the amount of $72,590.00; and

WHEREAS, funds can be moved from the Annual Drainage Ditch Maintenance Project PW2364 in the amount of $73,000.00, where both projects can be fully funded; and

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby approves the Change Order for Phases 2 and 3 of the Howell Park Restoration Project;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Change Order with Jax Utilities Management, Inc. and approve a Purchase Order to said vendor in the amount of $72,590.00;

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 9th day of June, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, FL 32205
904-779-5353

Estimate

Date	Estimate #
5/20/2025	070999

City of Atlantic Beach

Project
3025-1 Howell Park

Description	Qty	Rate	Total
Howell Park Ditch Maintenance Phase 2			
A7. Mobilization (Roadway and Right of Way)	1	3,277.00	3,277.00
A140. Well Points (>8' deep)	18	712.00	12,816.00
A141. Bypass Pumping (>4" suction/discharge)	14	467.00	6,538.00
A175. Ditch Excavation	210	44.00	9,240.00
A170. Ditch Regrading (0' - 4' bottom, from 0'-4' in depth)	210	9.40	1,974.00
Charles Freshwater 904-813-3534	**Total**		$33,845.00

Terms and Conditions: Payment due upon completion of work, or at the option of Jax Utilities Management, Inc. (JUM) 30 days after invoice for completed job or interim progress billing. It is understood and agreed by the parties that JUM is entitled to receive payment for all work, labor, materials, and equipment furnished and performed hereunder when invoiced to customer. In the event any payment is not paid when due, JUM reserves the right to terminate this agreement and shall be entitled to recover all charges for which payment is sought. Customer hereby authorizes any Attorney at Law for JUM in an action on this agreement in any court of law in the county where contractor resides for the recovery of any amount due hereunder together with interest at the rate of 1 ½ % per month plus attorney fees and court costs
THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE SPECIFIED ABOVE

Signature _____

Jax Utilities Management, Inc.
5465 Verna Boulevard
Jacksonville, FL 32205
904-779-5353

Estimate

Date	Estimate #
5/20/2025	070998

City of Atlantic Beach

Project

Description	Qty	Rate	Total
Howell Park Ditch Maintenance Phase 3			
A7. Mobilization (Roadway and Right of Way)	1	3,277.00	3,277.00
A140. Well Points (>8' deep)	18	712.00	12,816.00
A141. Bypass Pumping (>4" suction/discharge)	14	467.00	6,538.00
A175. Ditch Excavation	300	44.00	13,200.00
A170. Ditch Regrading (0' - 4' bottom, from 0'-4' in depth)	310	9.40	2,914.00
Charles Freshwater 904-813-3534	**Total**		$38,745.00

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