City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, October 27, 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 Regular Commission Meeting held on October 13, 2025. 5 - 55
10-13-25 Regular City Commission Draft Minutes

* 1.B. Approve minutes of the Town Hall Meeting held on October 18, 2025. 57
10-18-25 Town Hall Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

* 2.A. Auditor Presentation 59 - 71
Link to 2024 Auditor's Report
Auditor Presentation

2.B. Police Department: Swearing-In of Officers Jacob Pfingston and Robert Dickson

PUBLIC COMMENT

3. CITY MANAGER REPORTS

* 3.A. Accept the 90-Day Calendar (Oct. - Dec. 2025) 73 - 76
90-Day Calendar (Oct. - Dec. 2025)

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. 25-85. 77 - 101

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ATLANTIC BEACH UTILITIES A PURCHASE ORDER REQUIRED TO ACCOMMODATE THE MAYPORT ROAD (STATE ROAD A1A) ROAD DIET PROJECT; IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-85

6.B. Approve Resolution No. 25-86. 103 - 107

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2425-06 AHERN STREET ROADWAY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-86

6.C. Approve Resolution No. 25-87. 109 - 130

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO PIGGY-BACK ON THE COMPETITIVELY BID CITY OF JACKSONVILLE DISASTER DEBRIS REMOVAL CONTRACT #6533-57 WITH J.B. COXWELL CONTRACTING, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-87

6.D. Approve Resolution No. 25-89. 131 - 136

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; AUTHORIZING THE EXPENDITURE OF $48.381.12 ALLOCATED IN THE FISCAL YEAR 2025-26 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 25-89

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 25-90** 137 - 142

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF $33,334.40 IN ADDITIONAL FUNDS FOR THE REPLACEMENT OF

WATER SERVICES ON GARDEN LANE; 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. 25-90

* 8.B. **RESOLUTION NO. 25-91** 143 - 152
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ADOPTING A REVISED PUBLIC RECORDS REQUEST POLICY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-91

* 8.C. **RESOLUTION NO. 25-92** 153 - 167
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING A PURCHASE ORDER FOR THE REPAIRS OF THE WATER TREATMENT PLANT #2 GENERATOR; IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 25-92

* 8.D. **RESOLUTION NO. 25-93** 169 - 171
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE EAST COAST DRIVE EMERGENCY ORANGEBURG PIPE REPLACEMENT 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. 25-93

9. ACTION ON ORDINANCES

9.A. **ORDINANCE NO. 95-25-127, Public Hearing and Final Reading** 173 - 181
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 95-25-127

10. MISCELLANEOUS BUSINESS

* 10.A. Charter Officer FY 24-25 Performance Reviews 183 - 202
Charter Officer FY 24-25 Performance Reviews

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
Regular City Commission Meeting
Monday, October 13, 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)
	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)
	Jason Gabriel, City Attorney (CA)
	Donna Bartle, City Clerk (CC)
	Kevin Hogencamp, Deputy City Manager (DCM)
	Ladayija Nichols, Deputy City Clerk (DCC)
	Amanda Askew, Neighborhoods Department Dir. (NDD)

MOVE ITEM 9A ON THE AGENDA
With no objection from the Commission, Mayor Ford moved Agenda Item 9A to follow the approval of the minutes.

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meeting held on September 22, 2025.

The Commission approved the minutes as submitted.

9A. ORDINANCE NO. 90-25-257, Public Hearing and Final Reading
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS; SPECIFICALLY AMENDING SECTION 24-89, STORMWATER, DRAINAGE, STORAGE AND TREATMENT REQUIREMENT TO REDUCE THE REQUIREMENTS RELATED TO RESIDENTIAL STORMWATERS STORAGE, PROVIDING FOR RECORDATION AND PROVIDING AN EFFECTIVE DATE.

The public hearing was opened. The following speakers provided their comments:

DRAFT

Richard Arthur provided a handout (which is attached hereto and made part of this Official Record as **Attachment A**).
Steve Piscitelli
Steve Fouraker
Mike Schmidt
Geoff Selhorst
Mark Gabrynowicz
Christina Kelcourse
Ellen Glasser
Paul Kaufmann
Kosmas Ballis
Terry Brown
Sarah Boren
Brinkley Harrell
Claudia LeBlanc
Mary Emerson-Smith
Nancy Staats
Jackie Beckenbach
Lisa Herrold
Carole Schwartz
Susanne Barker
Angela Waters
Ellen Golombek

The public hearing was closed.

The following individuals chose not to speak but submitted comment cards:
Debbie Brown
Lindsey Young
Jason LeBlanc
unknown name
Ruth Bowman
10-13-25 Attachment A
10-13-25 Attachment B

MOTION: Adopt Ordinance No. 90-25-257.

Motion: ***Thomas Grant***
Second: ***Curtis Ford***

Prior to Mayor Ford seconding the motion, he temporarily relinquished the Chair to Mayor Pro Tem Bole, who assumed the role of Mayor.

DRAFT

MOTION: Amend the motion on the floor to read as follows: Development that results in more than thirty-five percent impervious lot coverage shall be required to provide onsite stormwater storage for the entire impervious surface area. Projects that result in less than four hundred square feet of additional impervious surface shall be exempt from this requirement, provided that the total lot coverage remains within the applicable zoning district. The four hundred square feet shall be calculated cumulatively from the adoption date of this ordinance.

Motion: Curtis Ford
Second: Thomas Grant

The proposed amendment is attached hereto and made part of this Official Record as **Attachment B**.

Discussion ensued.

Mayor Ford called the question. CA Gabriel explained that calling the question is a motion to end debate and proceed to a vote.

Mayor Pro Tem Bole asked for those in favor of calling the question. Three members voted in favor (Mayor Ford, Commissioners Ring, and Grant); two opposed (Mayor Pro Tem Bole and Commissioner Kelly).

Mayor Pro Tem Bole asked if he could propose a friendly amendment; Mayor Ford declined.

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

Motion passed 5 to 0.

MOTION: Ordinance No. 90-25-257 as amended for approval.

Motion: Curtis Ford
Second: Thomas Grant

CA Gabriel clarified that that the original ordinance proposed removing the entire section c of Section 24-89; however, the ordinance being voted on, as amended, reflects the language presented in **Attachment B**.

Curtis Ford (Moved By)	***For***
Bruce Bole	***Against***
Thomas Grant (Seconded By)	***For***

DRAFT

Candace Kelly	***For***
Jessica Ring	***For***

Motion passed 4 to 1.

The meeting recessed at 7:50 PM and reconvened at 8:01 PM.

10. MISCELLANEOUS BUSINESS

10.A. Public Hearing - APP25-0006 - Appeal of a decision of the Community Development Board (CDB) for variance ZVAR25-0013 at 345 10th Street
Request for a variance to build an addition above a legal non-conforming portion of the single-family home in the eastern side yard of the property.

10.B. City Attorney Procedural Reminders

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

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

No disclosures were reported by the Commission.

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

CC Bartle administered the oath to all speakers.

10.E. City Staff Overview

NDD Askew presented as detailed in a presentation (which is attached hereto and made part of this official record as **Attachment C**).
10-13-25 Attachment C

10.F. Applicant Presentation

Dave Lamar and Maureen Lamar, applicants presented as detailed in **Attachment C** and provided a petition (which is attached hereto and made part of this official record as **Attachment D**).
10-13-25 Attachment D

10.G. Public Comments

None.

10.H. Closing Comments/Rebuttal

NDD Askew and Maureen Lamar answered questions from the Commission.

10.I. Commission Deliberation and Action

MOTION: Approve Variance 25-0006 based on 6 (Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property) and 4 (Onerous

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effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property).

Motion: ***Jessica Ring***
Second: ***Bruce Bole***

MOTION: Approve Appeal 25-0006 under 4 (Onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property).

Motion: ***Jessica Ring***
Second: ***Bruce Bole***

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

Motion passed 5 to 0.

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

The following speakers provided their comments:

Dan Giovannucci
Ellen Glasser

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Oct. - Dec. 2025)

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

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Thanked the Commission for the opportunity to participate via Zoom at the previous meeting.
- Suggested prioritizing budget items in future discussions.
- noted the Navy's 250th anniversary, highlighting the significant military service represented at a recent memorial event.

Commissioner Grant

- Expressed appreciation for the memorial service honoring fallen heroes.

DRAFT

- Raised safety concerns regarding electric bike usage on Beach Avenue.

Commissioner Kelly

- Noted that baseball has not yet met city requirements regarding audit documentation and safety training. The CM and CA were directed to write a letter on behalf of the Commission to the baseball association requesting compliance, their audit, and verification of proper training.
- Acknowledged staff for their additional efforts related to recent budget decisions.

Commissioner Ring

- Raised concerns about lighting on Main Street.
- Highlighted he City's ongoing support for veterans and requested information on efforts to assist homeless veterans, which was addressed by Deputy City Manager Hogencamp.

Mayor Ford

- Thanked Mayor Pro Tem Bole for serving as acting Mayor during his absence.
- Announced a public meeting with the Duval County School Board on October 23, 2025, at 5:00 PM at Fletcher High School auditorium.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.A. Approve Resolution No. 25-79.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA AUTHORIZING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE JACKSONVILLE SHERIFFS OFFICE, NEPTUNE BEACH POLICE DEPARTMENT, AND JACKSONVILLE BEACH POLICE DEPARTMENT; PERMITTING OFFICERS TO PROVIDE LAW ENFORCEMENT SERVICE AND OPERATIONAL ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL BOUNDRIES; AUTHORIZING THE MAYOR, CITY MANAGER, AND CHIEF OF POLICE TO EXECUTE THIS AGREEMENT TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

6.B. Approve Resolution No. 25-84.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ATLANTIC BEACH POLICE DEPARTMENT AND PANAMA CITY POLICE DEPARTMENT RELATED TO TRAFFIC AND CRIMINAL SOFTWARE SYSTEM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN THE MEMORANDUM OF UNDERSTANDNING IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Adopt both consent agenda items 6A and 6B.

Motion: Candace Kelly
Second: Jessica Ring

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

Motion passed 5 to 0.

7. COMMITTEE REPORTS

7.A. Arts, Recreation, and Culture Committee (ARCC) Report

Lisa Goodrich, ARCC Chair gave an update to the Commission.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 25-67

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A REPLACEMENT BLOWER AT THE WASTEWATER TREATMENT PLANT; 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.

MOTION: Approve Resolution (No.) 25-67.

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

8.B. RESOLUTION NO. 25-80

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A $313,922.32 CHANGE ORDER WITH ACON CONSTRUCTION CO. FOR THE COMPLETION OF RENOVATIONS TO MARSH OAKS COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS

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NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution No. 25-80.

Motion: Jessica Ring
Second: Candace Kelly

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

Motion passed 5 to 0.

8.C. RESOLUTION NO. 25-81

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO JOHN COLLINS ENGINEERING ASSOCIATES, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE PUBLIC UTILITIES WATER TREATMENT PLANT #2 UPGRADES; 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.

MOTION: Adopt Resolution No. 25-81 as read.

Motion: Candace Kelly
Second: Bruce Bole

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

Motion passed 5 to 0.

8.D. RESOLUTION NO. 25-82

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO JOHN COLLINS ENGINEERING ASSOCIATES, LLC FOR CONSTRUCTION

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ADMINISTRATION SERVICES IN CONNECTION WITH THE PUBLIC UTILITIES WASTEWATER TREATMENT PLANT CHLORINATION & DECHLORINATION SYSTEM IMPROVEMENTS; 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.

MOTION: Adopt Resolution No. 25-82 as read.

Motion: Candace Kelly
Second: Bruce Bole

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

Motion passed 5 to 0.

8.E. RESOLUTION NO. 25-83

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROVIDE $65,000 IN FISCAL YEAR 2025-26 GRANT FUNDING FOR ARTISTIC, RECREATIONAL AND CULTURAL PROGRAMS, EVENTS AND PROJECTS UTILIZING FUNDS BUDGETED IN ACCOUNT NO. 001-6010-572-82-00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDER(S) IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Adopt Resolution No. 25-83 as read.

Motion: Candace Kelly
Second: Bruce Bole

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

Motion passed 5 to 0.

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9. ACTION ON ORDINANCES

9.B. ORDINANCE NO. 90-25-258, Public Hearing and Final Reading

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, HEREBY AMENDING THE LAND DEVELOPMENT REGULATIONS AS ADOPTED BY ORDINANCE NUMBER 90-24-253, INCLUDING ALL AMENDMENTS THERETO; THIS ORDINANCE SPECIFICALLY AMENDING SECTION 24-161, OFF-STREET PARKING AND LOADING, PROVIDING FOR RECORDATION AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: Approve Ordinance No. 90-25-258.

Motion: Bruce Bole
Second: Thomas Grant

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

Motion passed 5 to 0.

9.C. ORDINANCE NO. 95-25-127, Introduction and First Reading

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Ordinance No. 95-25-127 (on first reading).

Motion: Bruce Bole
Second: Candace Kelly

Curtis Ford	***For***
Bruce Bole (Moved By)	***For***
Thomas Grant	***For***

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Candace Kelly (Seconded By)	***For***
Jessica Ring	***For***

Motion passed 5 to 0.

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

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Announced plans to attend the upcoming Beaches Town Center Agency meeting.
- Expressed concern about the potential local impact of a federal government shutdown. The CM noted that protocols are in place to support families affected by such events.

Commissioner Grant

- Inquired about the status of the Farmers Market RFP. The CM reported that it is expected to be released by the end of the month or early next month, with an award anticipated at the beginning of the year.

Commissioner Kelly

- Raised traffic concerns on Ahern Street. The CM confirmed that a traffic study is currently underway.

Commissioner Ring

- Highlighted upcoming events, including the Artisans' Fair and the Centennial Celebration kickoff scheduled for December 4.

13. ADJOURNMENT

The meeting adjourned at 9:31 PM

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
10-13-25 Minutes

10-13-25 Richard Arthur
Handout

AGENDA ITEM # 8G
AUGUST 23, 2010

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Stormwater Runoff and Land Development Regulations On-Site Storage Requirements

SUBMITTED BY: Rick Carper, P.E., Public Works Director RC

DATE: August 13, 2010

BACKGROUND: During the July 14th Commission Meeting, a resident with a new construction building permit with on-site storage required questioned the City's requirement as being over burdensome and costly to new home builders. On-site storage is required by Land Development Regulations Section 24-66 (b). (Attachment A). The State has regulated stormwater discharge from larger sites for years using Environmental Resource Permits (ERP). The current thresholds for requiring a Water Management District permit are 4000 SF drivable impervious surface or 5000 SF of building or other impervious area not drivable, with the goal of limiting post development discharge (both quantity and quality) from a development site to less than or equal to pre-development discharge. Atlantic Beach extends these requirements to the single family lot level.

History: In 2002, the City was beginning construction of the Core City Drainage Improvements to combat flooding issues. This $9 million dollar drainage and infrastructure improvement project was designed to minimize damage to trees in the right of way to maintain the canopy coverage that is so much a part of the Old Atlantic Beach ambience. To minimize these impacts, on many streets the drainage system was placed in the middle of the street and pipe sizes were limited to that necessary to carry the existing runoff volumes, meaning the system does not have capacity for increased runoff resulting from added impervious area. (Attachment B, City Manager letter from April 2006 provides additional details concerning stormwater collection system limitations).

At the same time the Core City Project was proceeding, Engineers from CDM were finishing a Stormwater Master Plan Update (SMPU) for the city. As part of the SMPU, CDM was tasked to make recommendations for changes to the Land Development Regulations to ensure future development with increased impervious surface areas and resulting stormwater runoff did not result in a return to the flooding conditions the city was spending millions of dollars to correct. CDM's recommendations (Attachment C) included the requirement for on-site storage from every developed or redeveloped parcel. This requirement was added to the Land Development Regulations in March 2003.

The City considered allowing developers to pay a stormwater impact fee rather than provide on-site storage, however this option was not adopted, partly because of a belief that the persons causing the problem should be responsible for the solution, but also because of the problem of quantifying a cost for public development of future facilities (as an example, the dramatic increase in land costs for the Hopkins Creek Retention Pond from when it was initially proposed in 1996 (~$400,000) and the land was finally purchased in 2006 ($860,000)).

Attachment A to
10-13-25 Minutes

Since the City started enforcing the on-site storage requirement, there have been periodic complaints from builders, developers and homeowners that control of storm water was a municipal function and should not be required at the lot level. City response has always been that it should be the responsibility of the developer / homebuilder to pay for impacts caused by increased stormwater runoff rather than City tax payers as a whole. Controlling the increase at the source also results in many small systems, with little environmental impact, rather than larger, public systems such as wet ponds with the attendant increase in public maintenance costs. Additionally, it would be less of a burden for the neighbors if the stormwater solutions were provided on site vs. in the ROW (no closed roads during construction, etc.)

A comparison of costs for publicly financed stormwater retention systems to the cost for various systems used by private homeowners / builders to meet the requirements at the lot level shows that private storage is significantly less costly on a unit cost ($/Cubic Foot) storage basis. Staff calculated this unit cost as $5.92/CF for Hopkins Creek using actual project costs vs. $4.96/CF for a proprietary in ground storage system already constructed in Atlantic Beach. Private storage may also be accomplished in many cases by surface swales or by perforated HDPE pipe in a gravel envelope at substantially lower unit costs than the proprietary systems. Because of rising land values, the lack of undeveloped land in Atlantic Beach, and limited areas in which to construct detention facilities, construction of under road vault systems with associated pumping stations may be the only method feasible for Atlantic Beach to construct a public stormwater facility. A unit cost estimate of at least $15/CF is a more likely comparison point for future public vs. private costs.

The resident voicing this latest concern over the on-site storage requirement provided a survey showing only an existing swimming pool with his original building permit application. Since approval of the building permit, the resident, with Staff assistance, has provided documentation of substantially more previously existing impervious area on this lot, such that the on-site storage requirement has been reduced from 1830 cubic feet to 540 cubic feet. He has submitted a plan that provides this volume using surface swales and in-ground storage with no requirement for pipes or other structures. If the original on-site storage requirement had remained, using a cost of $440,000 for the lot (Property Appraiser's website) and a reported construction value of $390,000, the reported cost of $7000 for materials, assuming a 50% cost for design and installation, would have amounted to ~1.25% of the total cost for the home.

BUDGET: No budget impact; for Commission information only.

RECOMMENDATION: None. For Commission review and discussion, pending further direction to Staff.

ATTACHMENTS:
A. COAB Land Development Regulations Section 24-66 (b)
B. City Manager's Letter - Capacity of City of Atlantic Beach Storm Water System and Related Storm Water Regulations
C. SMPU 2002 Appendix D, Stormwater Criteria for Development and Redevelopment

REVIEWED BY CITY MANAGER:

Attachment A to
10-13-25 Minutes

Attachment A

Sec. 24-66. Stormwater, Drainage, Storage and Treatment Requirements.
(b) On-Site Storage. The Applicant shall be required to provide on-site storage, such that there is no increase in the rate or volume of flow to off-site, from every developed or redeveloped Parcel, and for any addition or modification that increases the impervious surface area on a developed lot by 10% or 400 SF, whichever is smaller and provide documentations and calculations to demonstrate compliance. Development Projects previously permitted by the St. Johns River Water Management District (SJRWMD), which have an in-compliance retention or detention system that collects and controls run-off, are exempt, however a copy of the Engineer's Certification of As-Built Construction to the SJRWMD must be submitted to the City before issuing building permits for individual lot construction may begin. The requirement for on-site storage may be waived by the Director of Public Works if storage is determined to be unnecessary or unattainable. If on-site storage is required, an As-Built survey, signed and sealed by a licensed Florida surveyor, documenting proper construction and required volume of the storage system, must be submitted to the Director of Public Works prior to permit closeout or issuance of a Certificate of Occupancy. For an under-ground system, a notarized letter from the General Contractor, along with red-lined plans and construction photographs, will be sufficient to document proper construction.

Volume calculations for Lots that require on-site storage should be based on the difference in run-off volume generated by the new impervious area ("delta volume") and would be calculated by:
V=CAR/12, where
V = volume of storage in cubic feet,
A = area of the lot in square feet,
R = 25 year and 24 hour rainfall depth (9.3 inches) over the lot area, and
C = run-off coefficient, which is 0.6 for the 50% maximum imperviousness, 0.4 for 25% imperviousness, and 0.2 for 0% imperviousness.

This delta volume (post V minus pre-V in cubic feet) must be stored at least 1 foot above the wet season water table and below the overflow point to off-site (in many cases this may be the adjacent road elevation). As an option, and as approved by the Director of Public Works, the owner of the parcel to be developed or redeveloped may implement, at the applicant's cost, off-site storage and necessary conveyance to control existing flood stages off-site.

**Attachment A to
10-13-25 Minutes**

AGENDA ITEM # 8G
AUGUST 23, 2010

**ATTACHMENT A
APRIL 10, 2006 COMMISSION MTG**

**Capacity of City of Atlantic Beach Storm Water System
and Related Storm Water Regulations
April 5, 2006**

There is no excess capacity in the City of Atlantic Beach storm water system. In recent years, engineers working for Atlantic Beach have designed storm water improvements to prevent street flooding during most major storms and flooding of homes during a 25 year storm. This means a rainfall event that will occur on average once every 25 years. In Atlantic Beach, that would equal 9.3 inches of rain over a 24 hour period. It has been many years since a storm of that magnitude has been seen here.

The city recently spent over $9,000,000 in the old Atlantic Beach area making storm water and other utility improvements. The final plan for these improvements was identified only after two previous designs were rejected by the public because of their environmental impacts. Those plans would have included converting major portions of two parks into retention ponds, the construction of large storm water lines and pumping systems and the removal of many street side trees. Atlantic Beach is basically flat and getting storm water to move rapidly out of residential neighborhoods is difficult.

Every additional square foot of impervious surface that is added in old Atlantic Beach will increase the level of flooding in surrounding homes. For this reason, in 2001 the Mayor and Commission adopted a 50% limit on the amount of impervious surface on any given lot and in 2003 adopted regulations requiring the on-site retention of additional storm water runoff resulting from development. In spite of these regulations, the total impervious surface in Atlantic Beach will grow in the future because most of the present lots have less than 50% impervious area, and they can legally expand under current regulations. The purpose of the current regulations is to slow the increase of storm water into the city's system and thereby push the need for additional and more invasive storm water solutions as far into the future as possible.

Other areas of Atlantic Beach face the same problems. Some of those, like the area around Aquatic Drive and Hopkins Creek, experience considerable flooding during major rainfall events and will certainly experience house flooding during a 25 year storm. Planning is underway for improvements in those areas. In other neighborhoods such as Oceanwalk, little or no flooding has been apparent even in the worst of storms. However, as the lots in Atlantic Beach are redeveloped with larger homes, bigger driveways, new swimming pools and other impervious surfaces, more storm water will be put into the drainage systems which inevitably will cause future flooding and the need for additional capital projects to bring that flooding under control. Just because most of the city drainage system works now doesn't mean that we can be careless in the design of new development.

For additional information on the status of the city's storm water system, consult the Atlantic Beach Storm Water Master Plan dated February 1995 and the Master Plan Update dated August, 2002. Both are available in City Hall.

**Attachment A to
10-13-25 Minutes**

Appendix D
Stormwater Criteria for Development and Redevelopment

Background

The City of Atlantic Beach has committed significant capital funds to reduce flooding in the Core City. This Storm Water Master Plan Update (SWMPU) has identified a series of projects with additional significant capital costs to reduce/control flooding in other parts of the City. The City is characterized by a series of remnant depressional areas from the coastal dune system, which along with development patterns has created a series of closed and quasi-closed depressions or "bathtubs" where flooding occurs. As such, these areas are sensitive to the volume of runoff discharged to them.

All of the analyses (Core City, SWMP, and SWMPU) have been based on the existing land use and storage conditions in the City. Therefore, redevelopment and new development could increase the volume and rate of runoff discharged to offsite through new impervious areas and/or the filling of onsite depressional (natural) storage.

As an example of this, CDM used the Hopkins Creek stormwater model to simulate the effects of increased impervious area if the upstream areas were to develop to the allowable 50 percent level, and the results show that the flood stages in houses and buildings would be increased.

The St Johns River Water Management District (SJRWMD) regulates the peak discharge from development greater than 40 acres or 12 acres of impervious surface. CDM recommends that the City extend these criteria to smaller projects (individual lots) to provide and preserve the City's desired levels of service for flood protection.

Recommendations

Therefore, CDM recommends that the City consider the following criteria for implementation:

- The City already requires a maximum of 50 % impervious area per parcel. CDM recommends that this apply to parcel subdivision for all platted lots (e.g., split a lot into two lots).
- CDM recommends that the City require the applicant to provide onsite storage such that there is no increase in the rate or volume of flow to offsite from every developed or redeveloped parcel. This includes documentation and calculations to demonstrate compliance. Subdivisions and developments that have been permitted by the SJRWMD and have an in-compliance retention/detention system that collects and controls runoff would be exempted (e.g., Ocean Walk, Fleet Landing, Tiffany By The Sea, Paradise Cove).

- Or, the City should require from the developer or landowner a fee-in-lieu-of onsite storage. This fee would be based on the fair share of capital and annual costs for the City to construct and maintain the piping and storage facilities downstream in order to cause no adverse impact offsite (e.g., no increase in flood stages). This fee would include the cost of land acquisition, which could include existing building acquisition.

- The volume calculations for lots that require onsite storage should be based on the difference in runoff volume generated by the new impervious area ("delta volume") and would be calculated by V= C*A*R/12; where,

  V = volume of storage in cubic feet,

  A = Area of the lot in square feet,

  R = 25 year 24 hour rainfall depth (9.3 inches) over the lot area, and

  C = runoff coefficient, which is 0.6 for the 50% maximum imperviousness, 0.4 for 25 % imperviousness, and 0.2 for 0 % imperviousness.

  This delta volume (in cubic feet) must be stored at least 1 foot above the wet season water table and below the overflow point to offsite (in many cases this may be the adjacent road elevation.

- The City should require no net loss of 100-year floodplain storage for areas where a floodplain elevation has been defined by either the Federal Emergency Management Agency (FEMA) on flood Insurance Rate Maps (FIRMs), the 1995 SWMP, the Core City project, or the 2002 SWMPU (e.g., Hopkins Creek). Therefore, site grading must create storage onsite to make up for filling of volume onsite. This storage is in addition to the storage required for the increase in impervious area.

Attachment A to
10-13-25 Minutes

COAB STORMWATER WORKSHOP
Monday June 17, 2024, 6:00 PM
Gregory Powell, PhD, PE

For Clerk For Record

Good evening! For the Record:

1. Name: Gregory Powell
2. Address: 1871 Selva Marina Drive, Atlantic Beach, FL. 32233
3. I have lived at this address for over 30 years.
4. BS(1972), ME(1975), Ph.D.(1980) in Engineering, from the University of Florida.
5. Licensed Professional Engineer in Florida since 1982 (PE No. 31165).
6. Worked for over 40 years as a consulting engineer specializing in Civil, Environmental and Water Resources Engineering.
7. I have testified as an expert in administrative hearings and in court over 15 times on subjects including: Hydraulics, Hydrology, Water Quality, Water Supply, Stormwater Management, and Wastewater Disposal.
8. I am now semi-retired, and I am here representing myself as a property owner in COAB.

If time will allow, there are a number of issues with the current Chapter 24 stormwater regulations that are TECHNICALLY INCORRECT, and in my professional opinion, they are NEITHER REASONABLE nor APPROPRIATE.

However, before I address those issues, I would like to start with **three** aspects of the Chapter 24 Stormwater Regulations that are **foundational**, and in my opinion are REASONABLE AND APPROPRIATE.

1. The OBJECTIVE of the Chapter 24 Regulations:
   a. As discussed in the Storm Water Master Plan, developed by CDM, as far back as 2012 (SWMP 2012), the objective of the stormwater regulations is to control EXCESS stormwater runoff from IMPERVIOUS surfaces.
   b. EXCESS runoff is the **increased** runoff from an IMPERVIOUS surface, when compared to runoff from a typical PERVIOUS area (SWMP, 2012).
   c. It's clear from the language of the code cited in this document that there shall be no increase in the **rate or volume** of flow from development or redevelopment of a lot.
   d. It is also clear from the history of development in Atlantic Beach, and other places, that unregulated development leads, over time, to increases in the percent impervious area, which increases offsite stormwater runoff, which can lead to localized flooding.
   e. This OBJECTIVE is both REASONABLE AND APPROPRIATE.
   f. My concerns are not with the OBJECTIVE, but with the IMPLEMENTATION.

2. The DESIGN STORM EVENT required by Chapter 24.
   a. The design storm required is a 25-year, 24-hour event with a rainfall depth of 9.3 inches.
   b. This design storm is commonly used in stormwater analysis and regulation.
   c. In my professional opinion it is REASONABLE AND APPROPRIATE.

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3. The DEFINITION OF IMPERVIOUS SURFACE (Section 24-17)
    a. The first sentence of this definition is CORRECT.
    b. An ***IMPERVIOUS SURFACE*** is a surface that **prevents** the entry of water into the soil.

I will not be presenting any calculations today to support my conclusions. However, I have provided them, in the past to City staff and would be happy to provide them to others that wish to review them.

Now, I would like to discuss my concerns with the Chapter 24 stormwater regulations.

1. The expanded definition of ***Impervious Surface*** in Chapter 24 is TECHNICALLY INCORRECT after the first sentence.
    a. While it is true that some surfaces made of concrete, asphalt, brick, or plastic are effectively impervious, the definition should NOT be based on the **materials of construction** -- It should be based on the ***infiltration rate*** of the material.
    b. There are many products made from concrete, asphalt, brick, and plastic that are partially or effectively PERVIOUS. Examples include:
        i. Permeable Pavers,
        ii. Porous Pavers or "Turf Blocks",
        iii. Permeable Concrete or Asphalt,
        iv. Pervious Pavers, and
        v. Artificial Turf.
    c. To exclude these products based solely on the material of construction is **a significant stormwater management mistake** that is UNREASONABLE AND INAPPROPRIATE.
    d. In Northeast Florida, rainfall events with an intensity of 4.0 inches/hour have a return period of 100-years (US Department of Commerce, Weather Bureau, Technical Paper No. 25). Furthermore, most "typical" PERVIOUS surfaces in Atlantic Beach have an infiltration rate that is less than 4.0 inches/hour.
    e. Consequently, if test data or manufacturer's specifications confirm a long-term infiltration rate greater than or equal to 4.0 inches/hour, it should be classified as 100% PERVIOUS.
    f. I have personally conducted tests on pervious pavers and found the infiltration rates to be well above 4 inches/hour even after subjecting them to mud flows and applying water seal.
    g. A suggestion for correcting the definition of ***Impervious Surface*** is provided below:
        i. In the 2nd sentence, insert the word "may" before the word "include".
        ii. Insert the following sentence between the 2nd and 3rd sentences. "Construction products or the surface materials that may be impervious, as discussed above, can be classified as PERVIOUS, if test results or manufacturer specifications confirm that the long-term infiltration rate is greater than or equal to 4.0 inches/hour, and the base or lining is not impervious."
        iii. Delete the last sentence. This statement about pools is incorrect (see #5 below).

2. Chapter 24 regulations should be based on the Curve Number (CN) Method, NOT on a "modified" rational method, because the CN method is more **accurate and justifiable.**
    a. The CN method is now the required procedure by many municipal and regional authorities [*Handbook of Hydrology*, Maidment (1983)].

b. The CN method has largely replaced the rational method for calculating runoff volumes and peak runoff rates for several reasons:
   i. Literature values used with the rational method depend on storm intensity, duration and other drainage basin factors that require significant judgement, rather than justifiable or measurable data – it may be **simple**, it can be **very inaccurate**.
   ii. The CN method incorporates many of the physical characteristics (i.e., land cover, soil characteristics, and storm depth) that determine the runoff **volume.**
   iii. Consequently, the CN method is much more **accurate and justifiable**.
   iv. Also, peak runoff **rates** and the impact of onsite storage can be determined from CN methods. The procedures are discussed in *Urban Hydrology for Small Watersheds* (USDA, Technical Release-55, 1986).

c. Since the **objective** is to determine the onsite storage needed to control **excess** runoff from **impervious surfaces**, the more accurate CN method should be used.

d. Then, the results can be easily converted to a simple modified rational formula for regulatory simplicity.

3. The **CN for a typical pervious surface in AB**
   a. Using soil data for Atlantic Beach from the Natural Resources Conservation Service (NRCS web soil survey), I determined that a typical pervious surface in AB (i.e., upland, grassed open space in good to fair condition) has a CN of 65.
   b. Jones/Edmunds used the CN method in Attachment 1 to the SWMP Update (October 2018) and found the same exact value for typical pervious area in AB.
   c. I recommend that this CN-value (65) for a typical pervious area in AB, along with the standard CN for an impervious surface (98), be incorporated into Chapter 24, for clarity and consistency.

4. The Chapter 24 "modified" rational formula used to determine onsite storage is NOT CORRECT.
   a. Using the standard CN method, the calculation shows that the AB Code requires a property owner to install **more than twice** the onsite storage as is necessary to meet the stated objective to control the **excess** runoff from impervious surfaces.
   b. This error in Chapter 24 can be **easily corrected** by changing the constant at the beginning of the formula [Redline, Sec 24-89 (c)(9)] from 0.92 to 0.44.
   c. Furthermore, while it is true that the SWMP objective requires limiting both **excess runoff volume** and **peak discharge** rate, the CN methods in TR-55 show conclusively that if the onsite storage volume criteria is met, the peak discharge rate criteria also will be met.
   d. **Consequently**, there is no need to regulate peak discharge separately, and appropriately, the AB code does not provide a formula for calculating peak discharge.

5. Classifying all swimming pools as 50% impervious is INCORRECT, ARBITRARY AND UNJUSTIFIED.
   a. **At best**, this pool credit was based on consensus of the AB City Commission, with input from staff. The credit was NOT backed by sound science or engineering.
   b. **Infinity pools** have little or no freeboard and should be considered 100% IMPERVIOUS.

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c. **Standard swimming pools** use a surface skimmer to remove floating debris and the skimmer is usually installed between 4.5 and 5.5 inches below the deck or coping. This defines the normal water level and the pool's freeboard.
d. **If** the pool freeboard is at least 4.3 inches, **which is the case for most standard pools**, runoff from the pool during the design storm event will be no more than from a typical pervious area in Atlantic Beach (i.e., the pool will not cause any **excess** runoff). Therefore, the pool should be considered 0% IMPERVIOUS.
e. **If for some reason**, a pool's normal freeboard (PFB) is less than 4.3 inches, calculation of PERCENT IMPERVIOUS is simple and straight forward.

Pool Freeboard ≥ 4.3 inches: %IMPERVIOUS = 0%

Pool Freeboard < 4.3 inches: %IMPERVIOUS = [1-(PFB (inches)/4.3 inches)]*100

6. **Artificial Turf**, which AB previously considered pervious, is now being classified as impervious.
   a. The UF/IFAS paper, mentioned in the Comprehensive Plan Presentation, did not call artificial turf either IMPERMEABLE or IMPERVIOUS. As discussed above (issue #1), artificial turf should be classified on its ability to infiltrate water.
   b. I have seen data from artificial turf manufacturers (independent testing labs) that show infiltration rates exceeding 500 inches/hour.
   c. The UF/IFAS paper relied on other studies, which are not directly applicable to AB for SEVERAL reasons:
      i. Just one example, the authors point out that this experimental setup is most appropriate for TEMPERATE climate conditions. Atlantic Beach is considered HUMID SUBTROPICAL. There are several other reasons why this study is NOT APPLICABLE.
      ii. The depth(small) and duration(short) of the simulated rainfall events.
      iii. The relatively small plots, and high simulated slopes when compared to AB.
   d. The redline version of Chapter 24 states that artificial turf is ***prohibited within the dripline of a regulated tree***. This statement is NOT JUSTIFED OR JUSTIFIABLE. Even if the impervious character of artificial turf were somehow justified, it would NOT justify the prohibition. There are numerous examples of truly impervious surfaces within the dripline of regulated trees that have been in place for years without an adverse impact to the tree.

7. **Professional Engineering Certification**

As a Professional Engineer, I would suggest that permit applications, submit with plans and specifications, signed, and sealed by a Florida PE should be reviewed by a PE.

I would suggest the following language be included in Chapter 24:

If a Professional Engineer (PE), licensed in the State of Florida, provides the COAB with a signed and sealed engineering report for an onsite stormwater management system (including necessary plans, specifications, and calculations), and certifies that the system meets the objectives and requirements of Chapter 24, only the City Engineer, or a licensed engineer under the City Engineer's responsible charge, shall review the plans and approve/disapprove the permit. Furthermore, If the COAB chooses not to review the plans within a reasonable time

(TBD), the permit should be automatically approved. However, if the City Engineer requests further information from the PE, the review clock stops until the PE responds.

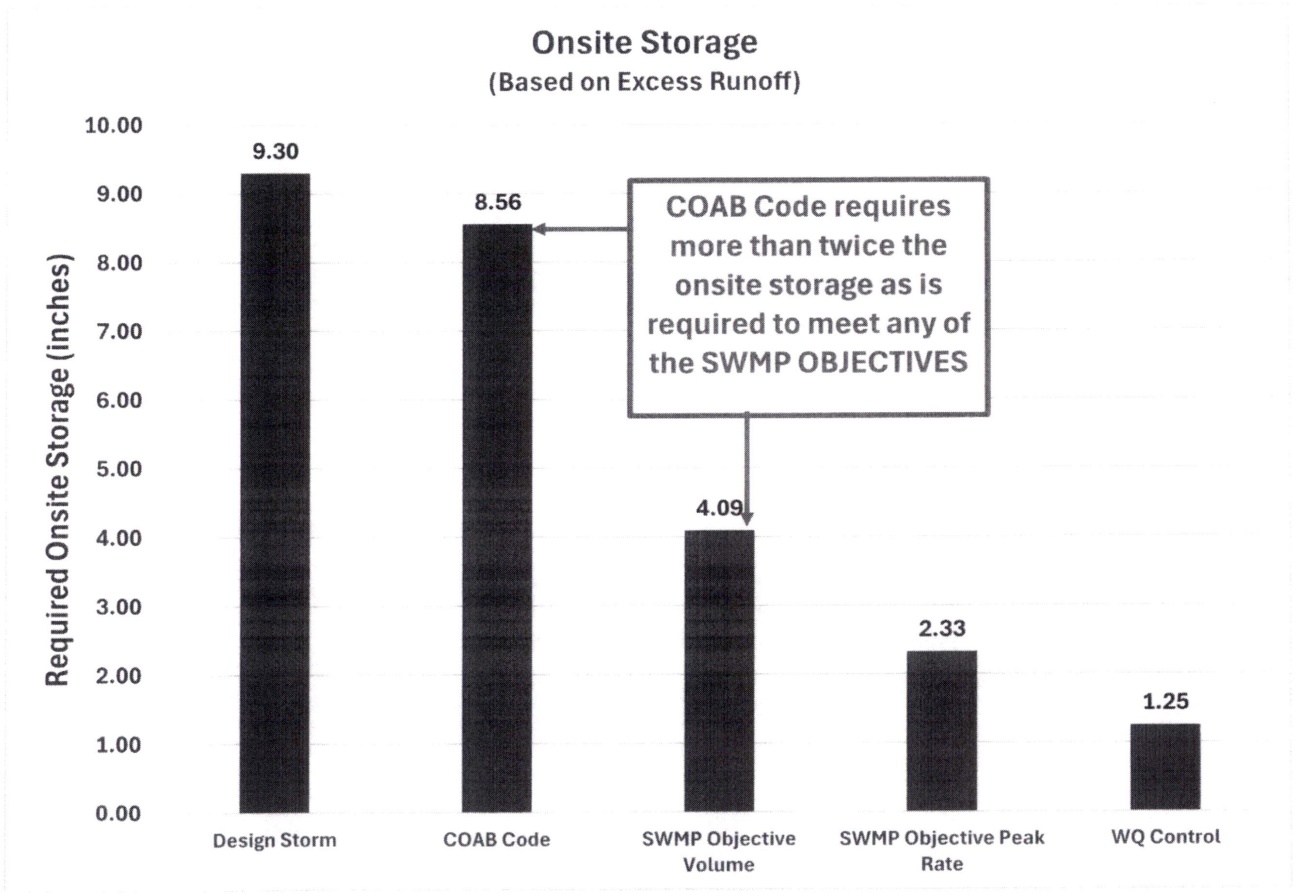
This is not intended to preclude a property owner from providing the COAB with the necessary information for a permit. It is intended to ensure that the work of a licensed Professional Engineer is reviewed by a similarly qualified engineer.

8. **One Last Point.** One of the unintended consequences of overreach when establishing regulations is that the citizens begin to ignore them, request more and more exceptions, or may even litigate. I can attest to the fact that some of this is happening in AB with respect to the stormwater regulations.

    a. **Regulations must be based on sound science and good engineering practices.**
    b. **To gain acceptance by those regulated**, they must be APPROPRIATE, JUSTIFIED, AND CONSISTENT.

THANK YOU FOR LISTENING TO MY CONCERNS.

ANY QUESTIONS?


Onsite Storage
(Based on Excess Runoff)
Required Onsite Storage (inches)
10.00
9.00
8.00
7.00
6.00
5.00
4.00
3.00
2.00
1.00
0.00
9.30
8.56
4.09
2.33
1.25
COAB Code requires more than twice the onsite storage as is required to meet any of the SWMP OBJECTIVES
Design Storm
COAB Code
SWMP Objective Volume
SWMP Objective Peak Rate
WQ Control

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Hydrologic Soil Group & Areas For Atlantic Beach

Data Source: NRCS, Web Soil Survey, 5/13/2023
Area of Interest: Intercoastal Marsh to Ocean, Hanna Park to Atlantic Blvd.

Map Unit	Area (ac)	HSG[1]
7	8.5	A
14	257.4	C
22	19.3	B
24	24.2	A
29	36.2	A
32	489.4	B
33	1.7	B
35	113.2	B
36	78.3	A
42	4.3	A
49	20.7	B
58	24.9	B
62	23.3	B
71	753.6	B
Total Area =	**1855**	**% of Area**
Total A =	151.5	8%
Total B =	1446.1	78%
Total C =	257.4	14%
Typical Pervious Area CN =		**65**

[1] All A/D Soils Aassigned HSG = B.
All HSG D Soils Dropped to be Conservative
(i.e., to minimize runoff from the Typical Pervious Area).

Attachment A to
10-13-25 Minutes

Hydrologic Soil Group (HSG) & Areas For Atlantic Beach

Data Source: NRCS, Web Soil Survey, 5/13/2023
Area of Interest: Atlantic Beach Municipal Boundaries.

Map Unit	Area (ac)	HSG[1]
7	8.5	A
14	257.4	C
24	24.2	A
29	36.2	A
32	489.4	B
36	78.3	A
42	4.3	A
58	24.9	B
71	753.6	B
Total Area =	**923.2**	**% of Area**
Total HSG A =	151.5	16%
Total HSG B =	514.3	56%
Total HSG C =	257.4	28%
Typical Pervious Area CN =		**65**

[1] **All A/D Soils Further Evaluated:** Based on Drainage Class, Surface Texture, Wet Season Depth To Water Table, and Hydric Rating. All HSG D Soils Dropped to be Conservative (i.e., to minimize runoff from the Typical Pervious Area).

Estimate of Runoff and Onsite Storage Coefficients Based on Standard Curve Number Method.

Atlantic Beach Design Storm = 9.3 inches (25-year, 24-hour)

RUNOFF CALCULATION	Typical Pervious Area	Impervious Area
Average CN for Area	65	98
Soil Storage (inches)	5.4	0.20
Initial Abstraction [Ia] (inches)	1.1	0.04
Total Runoff (inches)	**4.97**	**9.06**
Equivalent Runoff Coefficients	**0.53**	**0.97**

Required Onsite Storage Volume = CAR/12 cu. ft. Reference: AB Municipal Code Sec. 24-68(b)(9)

Reasonable Value for C = 0.97-0.53 = 0.44	NOT 0.92, as used in AB Municipal Code

The rational or the modified-rational methods are designed to predict peak discharge rate.
IDF Curves for Jacksonville, Fl show that a 9.3 inch rainfall would have a duration of at least 24 hours.
SCS CN method uses a hydrograph method and is based on 24 hour rainfall events.
SCS CN method is more appropriate for calculating runoff volumes.

CONCLUSION: The AB Municipal Code is requiring home owners to install more than twice the onsite storage volume necessary to control runoff from the regulated impervious area during the design storm event.

Reference HEC-HMS Technical Reference Manual (USACE)

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Runoff Coefficient required to Keep Peak Discharge from Impervious Area equal to Peak Discharge from Pervious Area[1]

25-Year 24-Hour Depth =	9.3	inches		Runoff
Pervious CN =	65		Qp =	4.97 inches
Impervious CN =	98		Qi =	9.06 inches
Rainfall Distribution =	Type III		Qi-Qp =	4.09 inches
Pervious Ia =	1.077	inches	Table 4.1 TR-55	
Pervious Ia/P =	0.1158			
Impervious Ia =	0.041	inches	Table 4.1 TR-55	
Impervious Ia/P =	0.0044			

Peak Discharge Coefficients:	**Pervious**	**Impervious**
Co =	2.471685	2.457317
C1 =	-0.51846	-0.52206
C2 =	-0.16808	-0.18188

Time of Concentration[2] =	**0.5**	**hr**	Min=0.1, Max = 10
Unit Peak Discharge qu =	409.7562	csm/in	396.268846 csm/in
qo = Qp*qu(p) =	7.3E-05	cfs/ft^2	Peak Pervious Unit Outflow Rate
qi = Qi*qu(i) =	1.29E-04	cfs/ft^2	Peak Impervious Unit Inflow Rate
qo/qi =	0.567173		
Vs/Vr =	0.25		

Onsite Storage Volume (ft^3) = 0.25 * P(inches)*Imp Area(ft2)/12

To Control Peak Runoff Rate the coefficient should be =	**0.25**
To Control Runoff Volume the coefficient should be =	**0.44**
The RO Coefficient in the AB Code =	**0.92**

Conclusion: If you control RO volume, you will control peak runoff rate

Note 1: Calculation Method from *Urban Hydrology for Small Watersheds,* TR-55, USDA, June 1986.

Note2:		
Lot size =	0.5	acres
L =	209	ft
n =	0.35	
2-yr 24-hr Depth =	4	inches
Land slope =	0.02	ft/ft
tc =	0.5	hr

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Pool Pervious Credit Table[1]

Design Storm Volume =	9.3	Inches
Pervious Area CN =	65	
Impervious CN =	98	
Typical Pervious Area Runoff =	4.97	Inches
Impervious Area Runoff =	9.060	Inches

Total Pool Freeboard[2] (inches)	Pool Runoff (inches)	Pool Pervious Credit (%)	Pool Percent Impervious	Comments
≤0.24	9.060	0%	100%	Example: infinity pools
1.0	8.30	19%	81%	Interpolate between values, if nessary.
2.0	7.30	43%	57%	
2.3	7.00	50%	50%	
3.0	6.30	67%	33%	
4.0	5.30	92%	8%	
4.3	4.97	100%	0%	100% Pervious, No Extra Credit
5.0	4.30	116%	-16%	Pervious credit values above 100% or negative percent impervious values represent extra storage credit that could be used to offset other impervious areas. (See Example Below[3])
6.0	3.30	141%	-41%	
7.0	2.30	165%	-65%	
8.0	1.30	190%	-90%	
9.0	0.30	214%	-114%	
10.0	-0.70	239%	-139%	
11.0	-1.70	263%	-163%	
12.0	-2.70	287%	-187%	

[1] Based On **Curve Number Method**

[2] Vertical distance between normal pool water level and overflow elevations.

[3] Example: If pool freeboard is 8.0 inches, impervious area credit would equal: 0.90 x Pool Area.

City of Atlantic Beach

Stormwater Master Plan Update

February 27 2012

CDM Smith

Meeting Purpose: Update City Commission on the Stormwater Master Plan Update

- Overview of StormWater Master Plan (SWMP) Update and City Implementation
- Present Capital Improvement Projects
- Review and Update of Onsite Retention Requirement
- Ditch Rehabilitation Options

Onsite Stormwater Controls and Options

Current Ordinance Overview

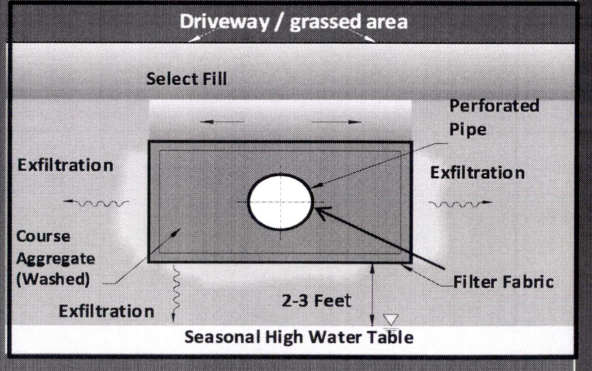


- Application of Low Impact Development concepts to redevelopment by more than 10% or 400 sq-ft of impervious area
- No net loss of onsite surface storage (to avoid displacing historic onsite stormwater onto adjacent parcels and to maintain existing aquifer recharge)
- No increase in runoff volume for the 25 year 24 hour design storm (to avoid increases in runoff volume, flooding and pollution to offsite while maintaining aquifer recharge) – SJRWMD Standard

CDM Smith

Onsite Stormwater Control Evaluation

- Test area
- Evaluation for existing and potential redevelopment conditions
  - Impervious area,
  - Groundwater table
- Considered four LID BMPs
  - Swales/retention
  - Rain gardens/bioretention
  - Exfiltration trench
  - Underground storage



CDM Smith

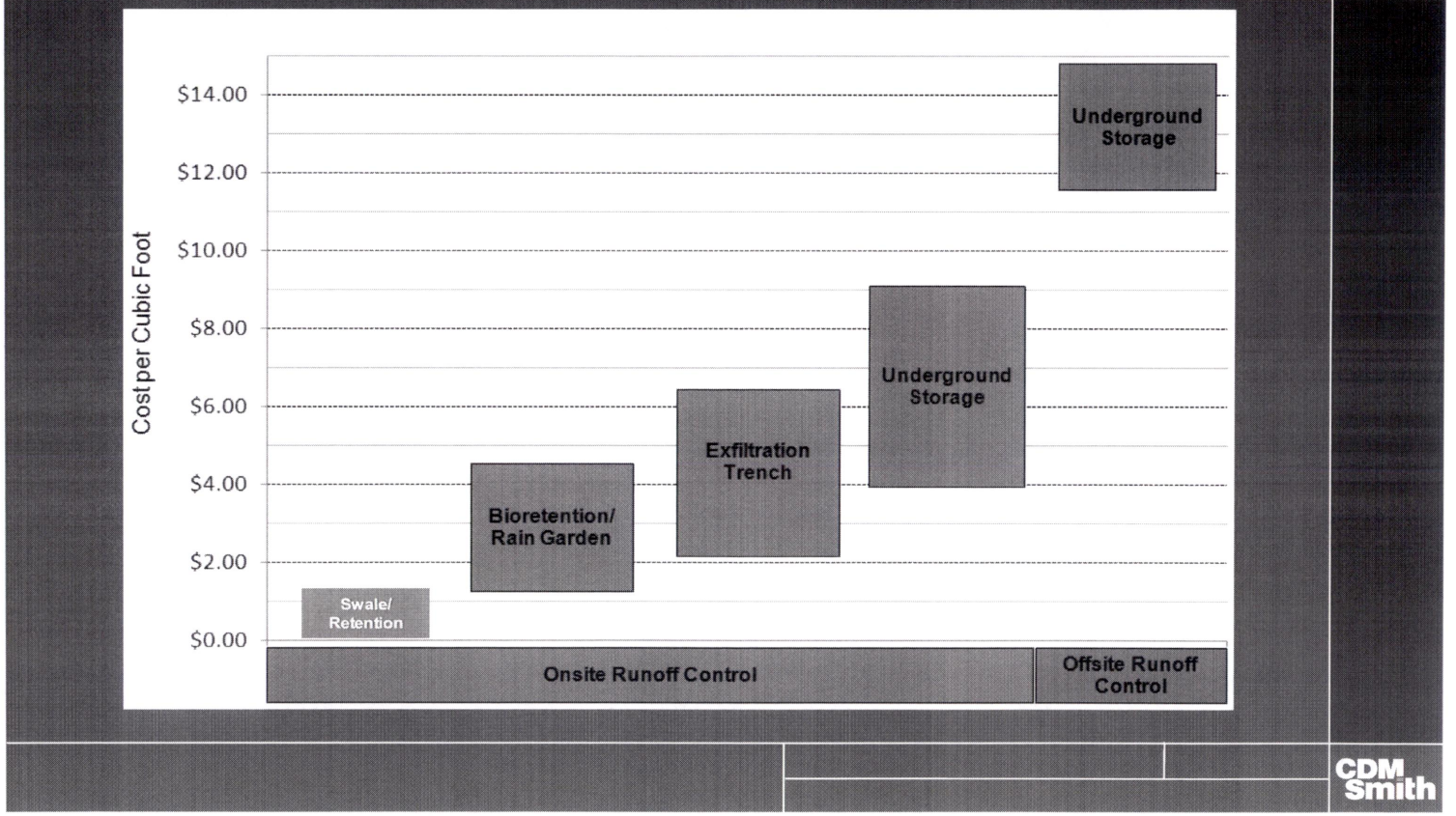
Test Area Evaluated

- 81 Parcels
- Total Area: 17.7 Acres
- Existing parcels impervious Range: 0-78%
- Composite : 32% impervious



CDM Smith

Onsite Stormater Controls are the Most Cost-Effective and Practicable Option



Conceptual Costs to Meet the Current Ordinance

- Swales or yard retention are the most cost-effective controls and allow for dual use
- Based on all parcels applying the same BMP type

	Swale/ Retention	Bioretention	Exfiltration Trench	Underground Vault	Offsite Underground Vault
Test Area Total Cost	$18,300	$144,100	$210,700	$352,500	$673,000
Ratio	36.8	4.7	3.2	1.9	1.0
Cost per Parcel	$200	$2,900	$4,300	$7,200	$13,700
Cost/cu-ft	$0.40	$2.80	$4.10	$6.80	$13.10

CDM Smith

The City is already providing a credit for infiltration

- Credit for storage available between the BMP and 1+ ft above the seasonal high groundwater elevation
- Further credit refinement would require additional groundwater and soil data
- Maintain the current credit based on depth to groundwater, given the current data available

Soil Boring Information



CDM Smith

Attachment B to
10-13-25 Minutes

Exhibit A

Sec. 24-89. Stormwater, drainage, storage and treatment requirements.

(a) Except as required to meet coastal construction codes as set forth within a valid permit from the Florida Department of Environmental Protection; or as required to meet applicable flood zone or stormwater regulations as set forth herein, the elevation or topography of a development or redevelopment site shall not be altered.

(b) Topography and grading. All lots and development sites shall be constructed and graded in such a manner so that the stormwater drains to the adjacent street, an existing natural element used to convey stormwater, or a city drainage structure after meeting onsite storage requirements, as set forth within this section. The city shall be provided with a pre-construction topographical survey prior to the issuance of a development permit and a post-construction topographical survey prior to the issuance of a certificate of occupancy. Elevations in all topographic surveys will be referenced to NAVD 1988. Said surveys shall be signed and sealed by a licensed Florida surveyor. All new developments and redevelopments shall provide assurance that adjacent or nearby properties not owned or controlled by the applicant will not be adversely affected by drainage or flooding.

(c) Onsite storage. Except as provided for herein, an applicant shall be required to provide onsite storage of stormwater in accordance with this section as follows:

(1) ~~Projects which increase the impervious surface on the development parcel by more than four hundred (400) square feet shall provide onsite storage of stormwater for the increase in the impervious surface area only. The four hundred (400) square feet of impervious surface area shall be calculated cumulatively from the adoption date of this ordinance.~~

Development that results in more than thirty-five percent (35%) impervious lot coverage shall be required to provide onsite stormwater storage for the entire impervious surface area. Projects that result in less than four hundred (400) square feet of additional impervious surface shall be exempt from this requirement, provided that the total lot coverage remains within the applicable zoning district. The four hundred (400) square feet shall be calculated cumulatively from the adoption date of this ordinance.

(2) Any modification or replacement of driveway and sidewalk areas only on a developed lot shall not be required to provide onsite storage improvements provided the modification or replacement does not alter the footprint of the existing driveway or sidewalk area.

(3) Applicants shall provide documentations and calculations to demonstrate compliance with submittal of applications for construction.

(4) Projects permitted by the St. Johns River Water Management District (SJRWMD), which have an in-compliance existing retention or detention areas that collect and control stormwater are exempt for further onsite storage requirements; provided, however, a copy of the engineer's certification of as-built construction to the SJRWMD must be submitted to the city before building permits for individual lot construction may be issued.

(5) When onsite storage is required, an as-built survey, signed and sealed by a licensed Florida surveyor, documenting proper construction and required volume of the storage system, must be submitted to and approved by the director of public works prior to permit closeout or issuance of a certificate of occupancy. For an under-ground system, a notarized letter from the general contractor, along with as-built plans and construction photographs will be sufficient to document proper construction.

(6) In addition, a declaration of restrictive covenant, in recordable form and approved by the city, identifying and describing the required on-site storage improvements to be maintained, shall be executed and recorded in the public records of Duval County, Florida, by the owner of the

development parcel and shall be binding on successors and assigns, prior to permit closeouts or issuance of a certificate of occupancy.

(7) Volume calculations for any projects that require onsite storage shall be based on the following calculation:

V = CAR/12, where

V = volume of storage in cubic feet,

A = total impervious area,

R = 25-year and 24-hour rainfall depth (9.3 inches) over the lot area, and

C = runoff coefficient, which is the difference between impervious area (C=1.0) and undeveloped conditions (C=0.08).

This volume must be stored at least one (1) foot above the wet season water table and below the overflow point to offsite (in many cases this may be the adjacent road elevation). As an option, and as approved by the director of public works, an applicant may implement, at the applicant's cost, offsite storage and necessary conveyance to control existing flood stages offsite, provided documentation showing appropriate authorization for the off-site use and meeting the requirements of this section is submitted and approved by the city.

(d) Floodplain storage. There shall be no net loss of storage for areas in a special flood hazard area (100-year floodplain), where a base flood elevation has been defined by the Federal Emergency Management Agency (FEMA) on flood insurance rate maps (FIRMs). Site grading shall create storage onsite to mitigate for filling of volume onsite. This storage is in addition to the storage required for the increase in impervious surface area. The applicant shall provide signed and sealed engineering plans and calculations documenting that this "no net loss" requirement is met.

(e) Stormwater treatment. For all new development or redevelopment of existing properties, excluding single- and two-family uses, where construction meets limits for requiring building code upgrades, stormwater treatment shall be provided for a volume equivalent to either retention or detention with filtration, of the runoff from the first one (1) inch of rainfall; or as an option, for facilities with a drainage area of less than one hundred (100) acres, the first one-half (½) inch of runoff pursuant to Chapter 62-330, Florida Administrative Code (FAC). No discharge from any stormwater facility shall cause or contribute to a violation of water quality standards as provided in Section 62-302, FAC. This treatment volume can be included as part of the onsite storage requirement in subsection (b) of this section.

(f) NPDES requirements. All construction activities shall be in conformance with the city's National Pollutant Discharge Elimination Systems (NPDES) permit, in addition to the requirements of the St. Johns River Water Management District and the Florida Department of Environmental Protection. NPDES requirements include use of best management practices (BMPs) prior to discharge into natural or artificial drainage systems. All construction projects of one (1) acre or more require a stand-alone NPDES permit. Site clearing, demolition and construction on any size site may not commence until site inspection and approval of the proper installation of a required best management practices erosion and sediment control plan is completed.

(g) Enforcement. Subsequent to approval of a property owner's final grading, including onsite and/or floodplain storage and stormwater treatment and closeout of the applicable permit or issuance of certificates of occupancy, the improvements shall be maintained by the property owner. In order to ensure compliance with the provisions of this section and the requirements to maintain onsite stormwater improvements over time, the city is authorized to conduct inspections of property, upon reasonable notice and at reasonable times, for the purpose of inspecting said property and/or onsite storage improvements for compliance with this section and with any applicable conditions of

previously issued permits. Failure to maintain the improvements will require restoration upon notification by the director of public works, within a stipulated time frame. If restoration is not timely completed, the city shall have the right to complete the restoration, and the city's actual cost incurred, together with a charge of one hundred (100) percent of said costs to cover the city's administrative expenses, shall be charged to the then owner of the property.

(h) Variances to impervious surface area limits. Variances to impervious surface limits shall be subject to the provisions in section 24-65. Impervious surface requirements shall not be eligible for relief via waivers from the city commission.

(Ord. No. 90-24-253, § 3(Exh. A), 10-14-24)

APP25-0006 for 345 10th St (ZVAR25-0013)

Request to appeal the order of denial of ZVAR25-0013 for a variance to Section 24-85(b)(1) to expand an existing legal nonconforming structure and Section 24-106 e(3) (side yard setback) to allow construction of a full story located above the garage at 345 10th Street.

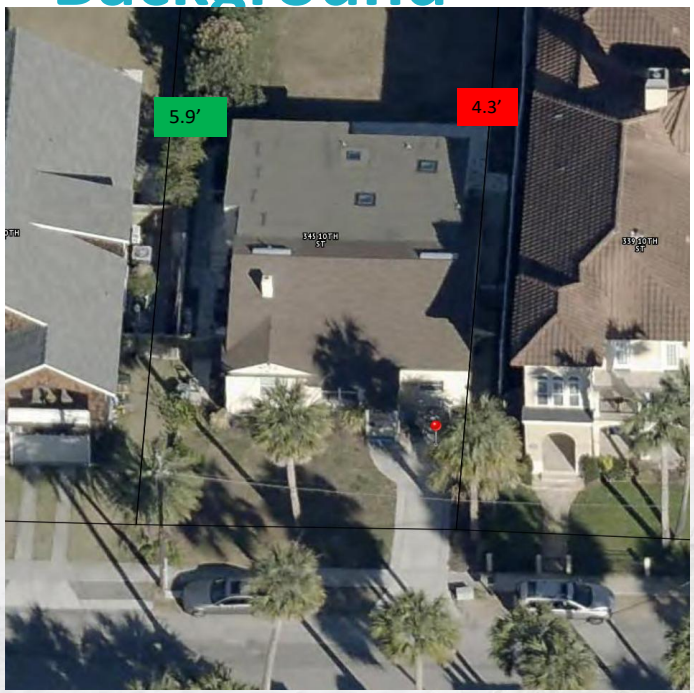
Site Context and Details

- Zoned Residential, Single-Family (RS-2)
- This property is 50 feet wide by 150 feet deep
- Located on the north side of east 10th St
- Currently exists as a developed lot with a single-family residence



Background

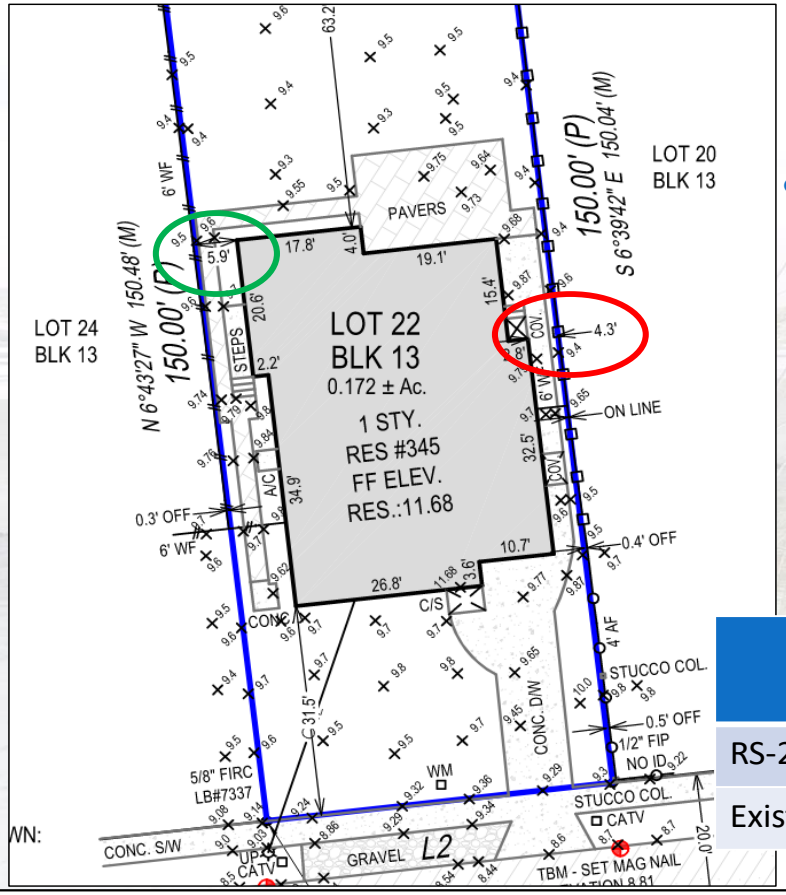
Attachment C to
10-13-25 Minutes



	West side yard	East side yard	Combined
RS-2	10 feet	5 feet	15 feet
Existing	5.9 feet	4.3 feet	10.2 feet

- Pubic hearing on July 15, 2025
- Community Development Board (CDB) denied the applicants request for a variance to expand an existing legal nonconforming structure and to reduce the side yard setback
- CDB made a motion to approve the variance. It failed with a vote of 3-3 therefore; denying the request

Background



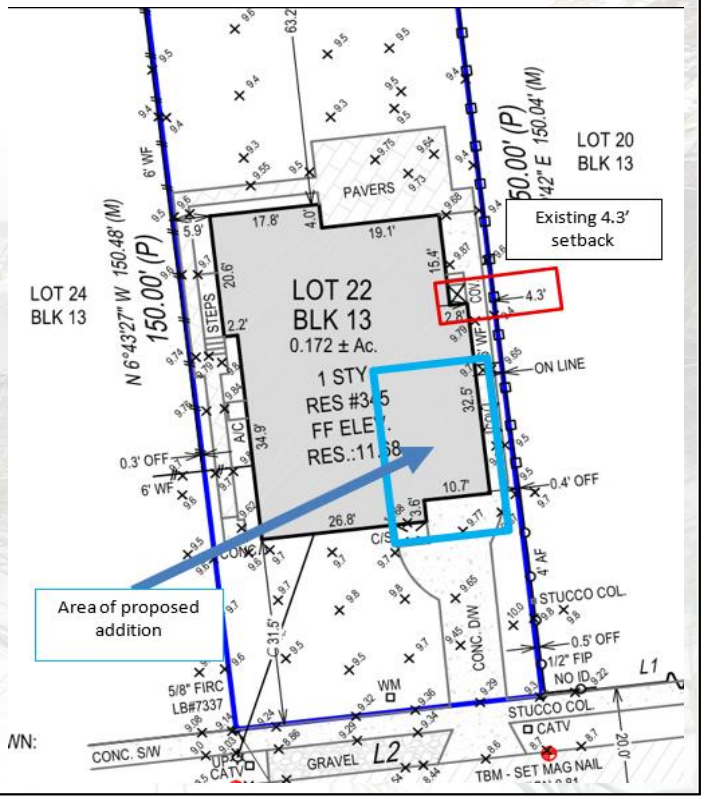
- In 2013, the former owner split the 100-foot lot into its original two 50-foot platted lots, which was allowed at the time. To split the lots, a variance to reduce the side yard setbacks was granted.

	West side yard	East side yard	Combined
RS-2	10 feet	5 feet	15 feet
Existing	5.9 feet	4.3 feet	10.2 feet

Attachment C to
10-13-25 Minutes

Request

- Although the reduced setbacks were previously approved by variance, the structure remains legal nonconforming, and any additions beyond the original variance require a new variance.
- Aplicant is requesting a variance from Section 24-85(b)(1) &24-106(e)(3) to expand a legal non-conforming use and to reduce the required side yard.



Request

Attachment C to
10-13-25 Minutes



	West side yard	East side yard	Combined
RS-2	10 feet	5 feet	15 feet
Existing	5.9 feet	4.3 feet	10.2 feet



- The applicant now proposing to build livable second-story addition over the southeast portion of the home located 4.3 feet from the side property line.

**Attachment C to
10-13-25 Minutes**

EXISTING

Grounds for Decision

APPOVAL- existence of one or more of the following Section 24-65 (c)

1. Exceptional topographic conditions of or near the property.
2. Surrounding conditions or circumstances impacting the property disparately from nearby properties.
3. Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.
4. Onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property.
5. Irregular shape of the property warranting special consideration.
6. Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.

DENIAL-

The Commission may consider a denial upon finding that none of the requirements in 24-65 (c) exist.

Review and vote on APP25-0006 (an approval would approve Variances & denial would not approve the Variances)

Attachment D to
10-13-25 Minutes

Item 10A5 10/13/25 Handout - applicant

Petition In Favor of APP25-0006

345 10th Street

Name	Address
1. ROBERT KRAWIEC	344 10TH ST.
2. THOMAS MEATON	339 10TH ST.
3. Elizabeth Posluszny	335 10th St
4. Niels Bull	336 10TH ST
5.	331 10th St.
6. Maryann Dalton	375 10th St.
7. Kim Bouy	303 10th St. AB
8. Monica Owens	149 10TH ST.
9.	320 10th ST.
10. Betty Beno	986 E. Coast Dr.
11. Barbara Deckman	319 10th St.
12. Anna Dyer	328 10th St
13. Doreen Sabina	349 10th Street
14.	349 10th Street
15. Amanda Valdez	340 10th street
16.	
17.	
18.	
19.	
20.	
21.	
22.	

MINUTES
Town Hall Meeting
Saturday, October 18, 2025 - 10:00 AM
Adele Grage Cultural Center
City Hall, 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:
Kevin Hogencamp, Deputy City Manager (DCM)
Michelle Weippert, Records Management Specialist (RMS)

2 PUBLIC COMMENT - OPEN TOPICS

The Commission addressed public comments regarding the following topics: the Atlantic Beach Centennial Celebration, volunteering, the budget, tree giveaway registration, stormwater management, traffic calming—specifically on Sherry Drive—and the Jack Russell Baseball Organization.

The following speakers provided their comments:
Bob Burch
Sarah Boren
Lisa Herrold
Mark Gabrynowicz

ADJOURNMENT

The meeting adjourned at 11:03 PM

Attest:

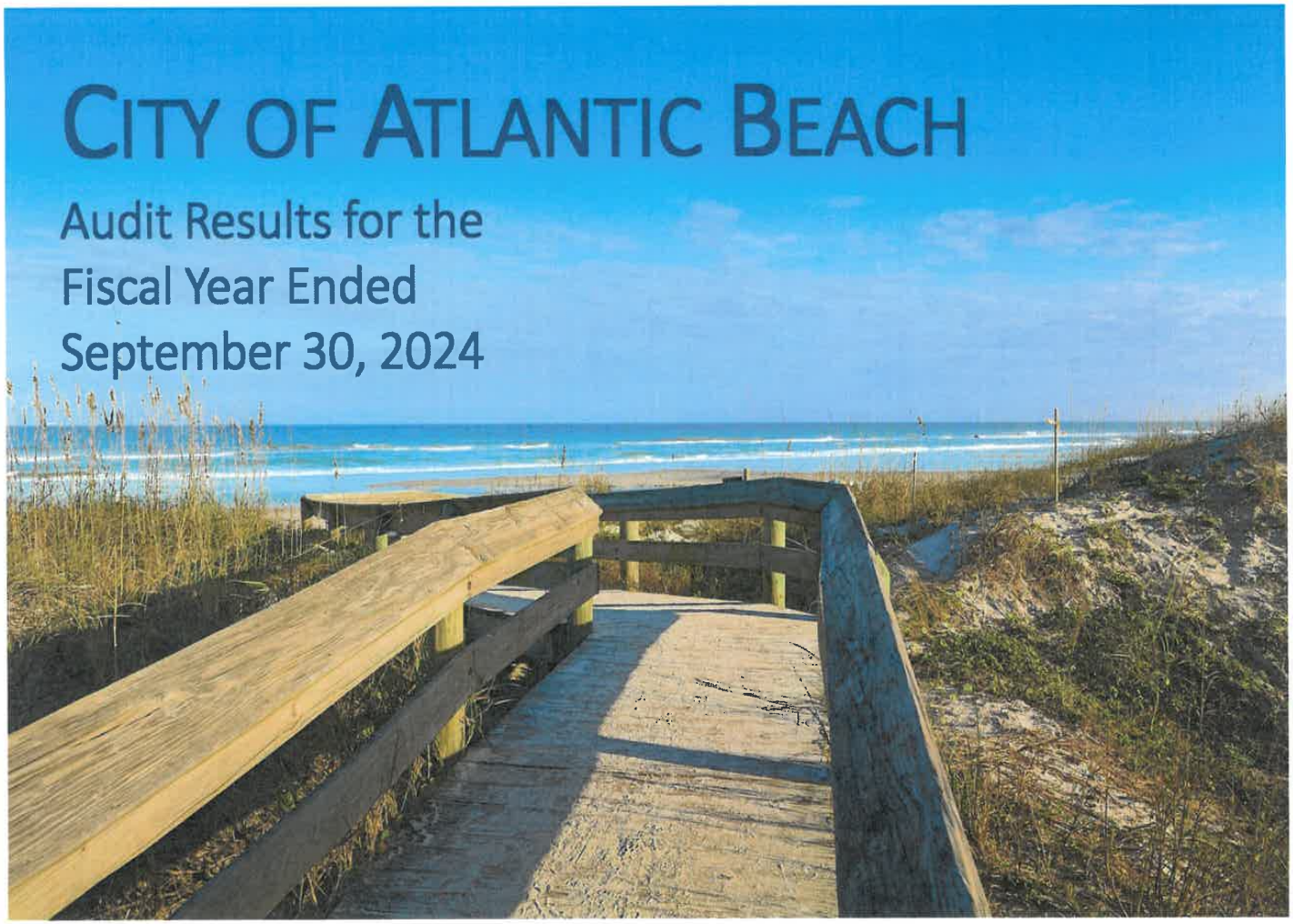
_____ _____
Michelle Weippert, Records Management Specialist Curtis Ford, Mayor

Date Approved: _____

DRAFT

CITY OF ATLANTIC BEACH

Audit Results for the Fiscal Year Ended September 30, 2024



PURVIS GRAY

Audit Engagement – What Did We Do?



Auditor's Reports

Matter	Conclusion
Auditor's Opinion on Financial Statements and Notes	• Fairly stated in all material respects • Unmodified Opinion ("Clean" Opinion)
Internal Control, Compliance, and Other Matters required to be reported under *Government Auditing Standards*	• Identify 1 Internal Control Over Financial Reporting Recommendation: • 2024-001 Financial Close and Reporting • No material instances of noncompliance or other matters
Compliance with CSLFRF Program	• The City complied, in all material respects, with compliance requirements tested

PURVIS GRAY

Auditor's Reports

Matter	Conclusion
Compliance with F.S. 218.415	• The City complied, in all material respects, with compliance requirements for local government investments

Management Letter in accordance with Chapter 10.550, *Rules of the Auditor General*	• 2 Management Letter Recommendations
	  • 2024-002 General Pension Plan Pooled Cash
	  • 2024-003 Sanitation Fund Negative Net Position
	• No finding of financial emergency

PURVIS GRAY

Significant Estimates and Judgments

Certain aspects of accounting are more qualitative and thus require more judgment and estimation by management. The following items represent the most significant estimates:

- Depreciation Expense and Accumulated Depreciation
- Allowance for Uncollectible Accounts
- Compensated Absences Liability
- Net Pension Liability, Expense and Related Deferred Outflows and Inflows of Resources
- Net OPEB Liability, Expense and Related Deferred Outflows and Inflows of Resources

PURVIS GRAY

Significant Audit Matters

Matter	Conclusion
Accounting Policies	• No transactions noted for which there is a lack of authoritative guidance
Financial Statement Disclosures	• The disclosures are neutral, consistent, and clear • Significant disclosures: Pension Plans
Adjustments Detected by the Audit Process	• Significant audit correcting entries were made to expenditures, payables, accounts receivable, revenues and Fixed Assets
Difficulties Encountered in Performing the Audit	• Completion of the audit was delayed awaiting necessary audit documentation

Financial Highlights – General Fund

	FY24 General Fund	FY23 General Fund	$ Change	% Chg
Revenues				
Property Taxes	7,241,664	7,224,605	17,059	0%
Non-Property Taxes	1,205,393	1,308,418	(103,025)	-8%
Licenses and Permits	940,102	1,093,728	(153,626)	-14%
Intergovernmental	2,573,445	2,544,905	28,540	1%
Charges for Services	999,959	1,059,239	(59,280)	-6%
Fines and Forefitures	122,277	147,426	(25,149)	-17%
Investment Earnings	588,083	263,030	325,053	124%
Misc Revenues	88,500	176,671	(88,171)	-50%
Total Revenues	**13,759,423**	**13,818,022**	**(58,599)**	**0%**
Expenditures				
Current:				
General Government	3,772,977	3,393,168	379,809	11%
Public Safety	7,203,355	7,304,630	(101,275)	-1%
Transportation	1,790,336	1,753,398	36,938	2%
Culture and Recreation	1,365,731	1,529,465	(163,734)	-11%
Capital Outlay	1,493,989	786,754	707,235	90%
(Total Expenditures)	**(15,626,388)**	**(14,767,415)**	**(858,973)**	**6%**
Net Transfer In (Out)	**1,641,220**	**2,362,056**	**(720,836)**	**-31%**
Net Change in Fund Balance	**(225,745)**	**1,412,663**	**(1,638,408)**	**-116%**

PURVIS GRAY

Financial Highlights – General Fund

	FY24 General Fund	FY23 General Fund	$ Change	% Chg
Total Assets	**11,929,530**	**11,893,225**	**36,305**	**0%**
Total Liabilities	**978,614**	**716,564**	**262,050**	**37%**
Fund Balance				
Non-Spendable	202,003	202,242	(239)	0%
Restricted	197,563	122,500	75,063	61%
Assigned	5,646,409	4,094,674	1,551,735	38%
Unassigned	4,904,941	6,757,245	(1,852,304)	-27%
Total Fund Balance	**10,950,916**	**11,176,661**	**(225,745)**	**-2%**
Unassigned FB as a % of Total Expenditures	31%	46%		

PURVIS GRAY

Financial Highlights – Enterprise Funds

	FY24	FY23	$ Change	% Chg
Revenues				
Utilities	10,432,085	10,497,967	(65,882)	-1%
Stormwater	902,133	903,456	(1,323)	0%
Sanitation	2,385,711	2,057,453	328,258	16%
Building Code Enforcement	455,466	526,012	(70,546)	-13%
Total Revenues	**14,175,395**	**13,984,888**	**190,507**	**1%**
Expenditures				
Personnel	3,094,122	2,981,390	112,732	4%
Other Operating	5,312,322	5,219,035	93,287	2%
Intergovernmental Charges	1,661,712	1,661,982	(270)	0%
Depreciation	2,358,247	2,392,811	(34,564)	-1%
(Total Expenditures)	**(12,426,403)**	**(12,255,218)**	**(171,185)**	**1%**
Nonoperating Revenue (Expense)	**843,076**	**223,888**	**619,188**	**277%**
Capital Contributions	**564,309**	**690,177**	**(125,868)**	**-18%**
Net Transfer In (Out)	**(1,493,208)**	**532,975**	**(2,026,183)**	**-380%**
Net Change in Fund Balance	**1,663,169**	**3,176,710**	**(2,006,861)**	**-63%**

PURVIS GRAY

Financial Highlights – Enterprise Funds

	FY24	FY23	$ Change	% Chg
Assets				
Current Assets	17,249,370	16,834,268	415,102	2%
Restricted Assets	3,144,942	2,883,148	261,794	9%
Capital Assets & Deferred Outflows	35,997,724	36,550,302	(552,578)	-2%
Total Assets	**56,392,036**	**56,267,718**	**124,318**	**0%**
Liabilities				
Current Liabilities	**4,077,257**	**3,091,804**	**985,453**	**32%**
Non-Current Bonds, Notes, Other	**5,809,616**	**7,750,940**	**(1,941,324)**	**-25%**
Pension/OBEP and Deferred Inflows	1,822,753	2,405,733	**(582,980)**	**-24%**
Total Liabilities	**11,709,626**	**13,248,477**	**(1,538,851)**	**-12%**
Net Position				
Net Investment in Capital Assets	27,511,646	25,625,960	1,885,686	7%
Restricted	3,211,551	3,050,379	161,172	5%
Unrestricted	13,959,213	14,342,902	(383,689)	-3%
Total Net Position	**44,682,410**	**43,019,241**	**1,663,169**	**4%**
Unassigned NP as a % of Total Expenditures	112%	117%		

PURVIS GRAY

Financial Highlights – Pensions

	General	Police
Additions		
Contributions	761,992	903,456
Investment Earnings	5,169,751	10,497,967
Total Additions	**5,931,743**	**11,401,423**
Deductions		
Benefit Payments	1,892,016	743,052
Administrative Expenses	71,864	61,096
(Total Deductions)	**(1,963,880)**	**(804,148)**
Change Net Position	**3,967,863**	**10,597,275**
Investment Rate of Return	**22.38%**	**22.47%**
Actuarial Rate of Return	**6.75%**	**6.75%**

PURVIS GRAY

Financial Highlights – Pensions

	General	Police
Assets		
Cash and Investments	28,854,340	19,486,757
Other Assets	61,127	37,230
Total Assets	**28,915,467**	**19,523,987**
Total Liabilities	**1,075,676**	**12,954**
Net Assets Held for Pension Benefits	**27,839,791**	**19,511,033**
Total Pension Liability at 9/30/24	**27,234,843**	**20,610,200**
Funded % at 9/30/24	**102%**	**95%**
Funded % at 9/30/23	**94%**	**91%**

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CERTIFIED PUBLIC ACCOUNTANTS

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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: October 22, 2025

MEETING DATE: October 27, 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.

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for October 2025-December 2025 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (October 2025-December 2025)

REVIEWED BY CITY MANAGER: 

CITY COMMISSION

October 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 Speaker Series 6 pm	3	4
5 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	6	7 Environmental Tree Sub Cmte. 6 pm	8 Environmental Stewardship Cmte. 6 pm	9	10	11 Fallen Heroes Monument Dedication 9am
12 Farmers Market 10 am-2 pm (Russell Park)	13 City Commission 6:00 pm (Invoc-Kelly)	14 Arts, Recreation, Culture Committee 6 pm	15	16	17 Blood Drive Noon-5 pm	18 Town Hall Meeting 10 am (Adele Grage) Family Fun Day Jack Russell Park
19 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	20	21 Community Development Board 6 pm	22 Environmental Stewardship Cmte. 6 pm	23 City Commission - Joint Meeting with Duval County School Board 5pm (Fletcher High School)	24	25 Sea and Sky Air Show
26 Tricks & Trees Giveaway 10 am-Noon Farmers Market 10 am-2 pm (Russell Park) Sea and Sky Air Show	27 City Commission Workshop 5 pm City Commission 6:00 pm (Invoc-Ring)	28	29	30 Board Member Review Committee 6 pm	31 ABPD Not-So-Spooky Haunted House 5-7 pm	

CITY COMMISSION

November 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1
2 Farmers Market 10 am-2 pm (Russell Park)	3	4	5	6 Code Enforcement Special Magistrate 2 pm Environmental Speaker Series 6 pm	7	8
9 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	10 City Commission 6:00 pm (Invoc-Ford)	11 City Offices Closed Veteran's Day Holiday Veteran's Day Event 9am (Veterans Park)	12 Environmental Stewardship Cmte. 6 pm	13 Pension Boards 6 pm	14	15 Movie in the Park (Johansen Park) Sunset
16 Farmers Market 10 am-2 pm (Russell Park)	17	18 Community Development Board 6 pm	19 Environmental Stewardship Cmte. 6 pm	20	21	22
23 Farmers Market 10 am-2 pm (Russell Park)	24 City Commission 6:00 pm (Invoc-Boie)	25	26	27 City Offices Closed Thanksgiving Holiday	28 City Offices Closed Thanksgiving Holiday	29
30 Farmers Market 10 am-2 pm (Russell Park)						

CITY COMMISSION

December 2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4 Environmental Speaker Series 6 pm Artisans' Faire (Adele Grage) 4-8pm	5	6 Holiday Celebration & Tree Lighting (Beaches Town Center)
7 Farmers Market 10 am-2 pm (Russell Park)	8 City Commission 6:00 pm (Invoc-Grant)	9 Arts, Recreation, Culture Committee 6 pm	10 Environmental Stewardship Cmte. 6 pm	11	12	13
14 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	15	16 Community Development Board 6 pm	17 Environmental Stewardship Cmte. 6 pm	18	19	20
21 Farmers Market 10 am-2 pm (Russell Park)	22	23	24 Christmas Eve Holiday City Offices Closed	25 Christmas Day Holiday City Offices Closed	26	27
28 Farmers Market 10 am-2 pm (Russell Park)	29	30	31 First Night Centennial Celebrations			

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-85 authorizing the payment of $80,190 for the Utility Work by Highway Contractor Agreement to the Florida Department of Transportation for the purpose of funding the Mayport (State Road A1A) Road Diet project.

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 7, 2025

MEETING DATE: October 27, 2025

BACKGROUND: The Florida Department of Transportation (FDOT) soon will initiate construction of the Mayport Road (State Road A1A) Road Diet project that will reduce the roadway to four lanes from Dutton Island Road to Atlantic Boulevard and construct a 10-foot-wide multiuse path. The City of Atlantic Beach has water and sewer infrastructure in the FDOT right-of-way in the project area and construction of this project will result in numerous minor utility conflicts. Construction is scheduled for late 2025.

The Mayport Road right-of-way is owned by FDOT and the City is obligated, as the Utility/Agency Owner, to move its utility infrastructure or otherwise accommodate construction where there is a conflict. For this project, almost all of the utility conflicts relate to manhole covers and valve covers that need to be adjusted to match proposed pavement heights.

With respect to coordination and cost, it is most efficient to request that the FDOT's selected highway contractor make the required adjustments during construction. The City could opt to hire a contractor directly to make these changes. However, this option will likely be more expensive due to the extensive coordination required with the FDOT's contractor to make the required utility adjustments at the right time in the project.

The City executed Utility Work by Highway Contractor Agreements with the FDOT in the combined amount of $80,190 on July 16, 2025.

BUDGET: Public Utilities funds are available in the sewer collections account 410-5506-535-6300 for Project PU2616.

RECOMMENDATION: Approve Resolution No. 25-85 in the amount of $80,190

ATTACHMENTS: Resolution No. 25-85
Signed Utility Work by Highway Contractor Agreements

REVIEWED BY CITY MANAGER: _____

ts

RESOLUTION NO. 25-85

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ATLANTIC BEACH UTILITIES A PURCHASE ORDER REQUIRED TO ACCOMMODATE THE MAYPORT ROAD (STATE ROAD A1A) ROAD DIET PROJECT; IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation will be initiating construction of the Mayport Road (State Road A1A) Road Diet project in late 2025 that will reduce Mayport Road from six lanes to four lanes and add a multiuse path between Atlantic Boulevard and Dutton Island Road; and

WHEREAS, the City of Atlantic Beach has water and sewer utility infrastructure in the project area that interferes with the proposed project; and

WHEREAS, the City of Atlantic Beach, as the Utility Agency/Owner, is responsible for moving its utility infrastructure or otherwise accommodating its construction where there is a conflict within right-of-way owned by the Florida Department of Transportation; and

WHEREAS, it is in the best interest of the City of Atlantic Beach to authorize the Florida Department of Transportation's highway contractor for the Mayport Road (State Road A1A) Road Diet project to rectify any utility conflicts; and

WHEREAS, the Florida Department of Transportation determined that the required utility accommodation work will cost $80,190.

WHEREAS, the city executed the Utility Work by Highway Contractor Agreements with the FDOT on July 16, 2025.

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 City Manager to execute the Purchase Order for the Florida Department of Transportation for the Mayport Road (State Road A1A) Road Diet project in the amount of $80,190 in accordance with and as necessary to effectuate the provisions of this Resolution.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

JARED W. PURDUE, P.E.
SECRETARY

08/06/2025 | 7:11 AM EDT

Mr. Steve Swann
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

RE: UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (Lump Sum)
FPID: 445428-1-52-01
Federal No. – D225-051-B
County – Duval
State Road – A1A (Mayport Road)
Project Location – SR A1A (Mayport Road) from Atlantic Blvd to 7th Street

Dear Mr. Swann:

This is your approved **Utility Work by Highway Contractor Agreement (Lump Sum)** in the amount of **$12,870.00** for the adjustment of City of Atlantic Beach – Water & Sewer – manhole and valve box adjustments.

Note: The Department of Transportation is requesting the Deposit of the above required funds by August 22, 2025.

Sincerely,

DocuSigned by:
Todd Hunt
6B9D6634951247F...

Todd Hunt
D2 Utilities Administrator

cc: Wayne Tooker Jr. – Project Management – Email
D2-Financial Services-Email
D2 Estimates – Email
D2 SPECS -Email
D2 Work Program -Email
D2-Utilities Office-Email
Local Funds Accounts – Laura Sheffield – Email
Local Funds Accounts – Chelsey Logan – Email
Local Funds Accounts – Morgan Harris – Email
Construction Project Manager – Not Assigned
Resident Engineer – Brian Benton -Email
File – Letter & Agreement

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

350-020-03
COMPTROLLER
9/18

Attach this completed form to the agreement and forward to the LFA Section in the OOC, General Accounting Office, M.S. 42B. If you have have any questions, please call 850-414-4867 or 850-414-4889.

1. Participants Name: City of Atlantic Beach
   Participants Address: 800 Seminole Road
   City, State, Zip: Atlantic Beach, FL 32233
   Contact: Steve Swann Phone Number: (904) 247-5874
   E-Mail Address: sswann@coab.us Fax Number: (904) 247-5819
   Federal Employer ID # and address sequence: F 596000267 001
   FEID# has a verified W-9 registered with the Department of Financial Services: ☒Yes ☐No ☐In Process

2. Refund Address: 800 Seminole Rd
   Atlantic Beach, FL 32233-5445

3. District Contact Person: Todd Hunt Phone Number: (386) 961-7452
   District Number: 2 - Lake City Fax Number: (386) 758-3736
4. Agreement Date: 08/05/2025 5. Date Form Modified: 7/17/2025
6. Agreement Amount: $12,870.00 7. Escrow Deposit Due Date: 08/22/2025
   Amount Due: $ $12,870.00 Additional Deposit Due Date:
   Amount Due: $ Additional Deposit Due Date:
   Amount Due: $
8. County Name: DUVAL 9. FDOT County Number: 72
10. If fund type is LFR/LFRF (☐Yes ☒No), what is the anticipated start date of the payback: _____
    Is payback to be made in: ☐Scheduled Payments ☐Quarterly ☐Lump Sum
11. Participant is responsible for (check one): ☐100% ☐Other Percentage (%)
    ☐ Bid Items ☒Lump Sum
    If participant is responsible for bid items, please complete the attached spreadsheet.
12. Description of work: City of Atalntic Beach - Water & Sewer Manhole & Valve Box Adjustments

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
445428-1-52-01	$12,870.00	LF	0	N/A	100%

19. Has WP been updated to reflect the changes on this form? ☒Yes ☐No
20. Comments: PSEE funding requested on 09/18/2024

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions

Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash Deposit Trust Fund K 11-78 with Department of Financial Services

Please wire or ACH funds to:
Department of Financial
Services c/o Wells Fargo Bank,
N.A. 1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Morgan Harris at 850-414-4861 or Kala Burns at 850-414-4887 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (https://flvendor.myfloridacfo.com/).

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 445428-1-52-01	**Federal Project ID: D225-051-B**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: St. Johns	**State Road No.: A1A**
District Document No: 1	
Utility Agency/Owner (UAO): City of Atlantic Beach (water & sewer)	

THIS AGREEMENT, entered into this 5th day of August, year of 2025, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and **City of Atlantic Beach Water & Sewer** , hereinafter referred to as the "**UAO**";

WITNESSETH:

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

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 445428-1-52-01, State Road No. A1A, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

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

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

1. Performance of Utility Work

a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.

b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

a. The **UAO** will, at least Thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of $12,870.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

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b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.

c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.

d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT.**

(3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

(4) Pursue any other remedies legally available.

(5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES:

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

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

5. Force Majeure

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

6. Miscellaneous

a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

d. This Agreement shall be governed by the laws of the State of Florida. Any provision here of found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

e. Time is of essence in the performance of all obligations under this Agreement.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Steve Swann
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

If to the **FDOT**:

Todd Hunt
Florida Department of Transportation
1109 S. Marion Ave. - MS 2024
Lake City, FL 32025

7. Certification

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

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

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

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

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

UTILITY: City of Atlantic Beach – (Water & Sewer)

BY: (Signature) William B. Killingsworth Digitally signed by William B. Killingsworth Date: 2025.07.15 16:33:27 -04'00' **DATE:** _____

(Typed Name: William B. Killingsworth)

(Typed Title:) City Manager

Recommend Approval by the District Utility Office

BY: (Signature) DocuSigned by: Todd Hunt **DATE:** 08/05/2025 | 4:54 PM EDT

District Utility Administrator

FDOT Legal review

BY: (Signature) DocuSigned by: Angela R. Hensel **DATE:** 08/05/2025 | 5:01 PM EDT

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) DocuSigned by: **DATE:** 08/05/2025 | 5:02 PM EDT

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY:_____ **DATE:** ___

(Typed Name:_____)

(Typed Title:_____)

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

Exhibit "A"
Scope of Work

FDOT FPID# 445428-1-52-01: The cost within this Agreement reflects City of Atlantic Beach -Water & Sewer utility work, adjustment of manhole and valve boxes during construction by the FDOT Contractor. Refer to Utility Work by Highway Contractor Lump Sum Agreement along
(SR *A1A (Mayport Road) from Atlantic Blvd to 7th Street.)*

Docusign Envelope ID: 0117E308-0949-4E35-9CC0-E65E91504F42

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORPORATE RESOLUTION, DELEGATION, AND SPECIAL POWER OF ATTORNEY

710-010-50
UTILITIES
10/04

NOW, THEREFORE, BE IT RESOLVED BY City of Atlantic Beach, **HEREINAFTER REFERRED TO AS THE "UAO", THAT:**

1. The positions, the title of which appears in the chart below, are hereby delegated the authority, and the persons, the name of whom appears in the chart below, are hereby appointed as attorney-in-fact for the **UAO**, to approve and execute on behalf of and in the name of the **UAO**, any specified document type listed in the chart below next to that position or person between the **UAO** and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **FDOT**) and all other documents, agreements and instruments which are necessary in connection with the document type specified. In the event that All is checked or specified, there shall be no limitation on the authority of that position or person to approve and execute documents between the **UAO** and the **FDOT**.

2. This delegation and appointment shall remain in full force and effect, and the **FDOT** shall be entitled to rely upon this delegation and appointment, until written notice of the modification, rescission, or revocation of this delegation and appointment, in whole or in part, in the form of a corporate resolution, has been actually delivered to the State Utility Engineer of the **FDOT** at its central office in Tallahassee, Florida, with copies to the District Utility Engineer of each District of the **FDOT**. No such modification, rescission, or revocation shall, in any event, be effective with respect to any documents executed or actions taken pursuant to this delegation and appointment prior to the actual delivery of written notice of such modification, rescission, or revocation to the **FDOT** as specified above.

3. This delegation and appointment shall not be exclusive and shall not be deemed to limit the authority of any other position or person which may otherwise have authority for the **UAO**.

Name of Representative (If by NAME Please Type or Print approved names)	**Title of Representative** (If by TITLE Please Type or Print approved titles)	**Approved to Sign** (Please check or specify type)	
		All	**Specified Document Type**
William B. Killingsworth	City Manager	☐	Utility Work by Hwy Contractor Agreement
		☐	
		☐	
		☐	
		☐	
		☐	
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORPORATE RESOLUTION, DELEGATION, AND SPECIAL POWER OF ATTORNEY

710-010-50
UTILITIES
10/04

Name of Representative (If by NAME Please Type or Print approved names)	Title of Representative (If by TITLE Please Type or Print approved titles)	Approved to Sign (Please check or specify type)	
		All	Specified Document Type
		☐	
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		☐	

ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the **UAO** on the _____ day of _____, year of _____.

NAME: Curtis Ford **DATE:** 5/27/25

Title: Curtis Ford, Mayor

ATTEST: for **DATE:** 5/27/25

Title: Donna Bartle, City Clerk

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

ts

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

JARED W. PURDUE, P.E.
SECRETARY

08/06/2025 | 7:11 AM EDT

Mr. Steve Swann
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

RE: UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (Lump Sum)
FPID: 443502-1-52-01
Federal No. – D225-102-B
County – Duval
State Road – A1A (Mayport Road)
Project Location – SR A1A (Mayport Road) from Atlantic Blvd to Dutton Island Road

Dear Mr. Swann:

This is your approved **Utility Work by Highway Contractor Agreement (Lump Sum)** in the amount of **$67,320.00** for the adjustment of City of Atlantic Beach – Water & Sewer – manhole and valve box adjustments.

Note: The Department of Transportation is requesting the Deposit of the above required funds by August 22, 2025.

Sincerely,

DocuSigned by:
Todd Hunt
6B9D6634951247F...

Todd Hunt
D2 Utilities Administrator

cc: Wayne Tooker Jr. – Project Management – Email
D2-Financial Services-Email
D2 Estimates – Email
D2 SPECS -Email
D2 Work Program -Email
D2-Utilities Office-Email
Local Funds Accounts – Laura Sheffield – Email
Local Funds Accounts – Chelsey Logan – Email
Local Funds Accounts – Morgan Harris – Email
Construction Project Manager – Not Assigned
Resident Engineer – Brian Benton -Email
File – Letter & Agreement

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AGREEMENT SUMMARY SHEET

350-020-03
COMPTROLLER
9/18

Attach this completed form to the agreement and forward to the LFA Section in the OOC, General Accounting Office, M.S. 42B. If you have have any questions, please call 850-414-4867 or 850-414-4889.

1. Participants Name: City of Atlantic Beach
   Participants Address: 800 Seminole Road
   City, State, Zip: Atlantic Beach, FL 32233
   Contact: Steve Swann Phone Number: (904) 247-5874
   E-Mail Address: sswann@coab.us Fax Number: (904)-247-5819
   Federal Employer ID # and address sequence: F 596000267 001
   FEID# has a verified W-9 registered with the Department of Financial Services: ☒Yes ☐No ☐In Process

2. Refund Address: 800 Seminole Rd
   Atlantic Beach, FL 32233-5445

3. District Contact Person: Todd Hunt Phone Number: (386) 961-7452
   District Number: 2 - Lake City Fax Number: (386) 758-3736
4. Agreement Date: 08/05/2025 5. Date Form Modified: 7/17/2025
6. Agreement Amount: $67,320.00 7. Escrow Deposit Due Date: 08/22/2025
   Amount Due: $ $67,320.00 Additional Deposit Due Date:
   Amount Due: $ Additional Deposit Due Date:
   Amount Due: $
8. County Name: DUVAL 9. FDOT County Number: 72
10. If fund type is LFR/LFRF (☐Yes ☒No), what is the anticipated start date of the payback: _____
    Is payback to be made in: ☐Scheduled Payments ☐Quarterly ☐Lump Sum
11. Participant is responsible for (check one): ☐100% ☐Other Percentage (%)
    ☐ Bid Items ☒Lump Sum
    If participant is responsible for bid items, please complete the attached spreadsheet.
12. Description of work: City of Atalntic Beach - Water & Sewer Manhole & Valve Box Adjustments

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
443502-1-52-01	$67,320.00	LF	0	N/A	100%

19. Has WP been updated to reflect the changes on this form? ☒Yes ☐No
20. Comments: PSEE funding requested on 09/18/2024

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions

Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash Deposit Trust Fund K 11-78 with Department of Financial Services

Please wire or ACH funds to:
Department of Financial
Services c/o Wells Fargo Bank,
N.A. 1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Morgan Harris at 850-414-4861 or Kala Burns at 850-414-4887 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (https://flvendor.myfloridacfo.com/).

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 443502-1-52-01	**Federal Project ID: D225-051-B**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: St. Johns	**State Road No.: A1A**
District Document No: 1	
Utility Agency/Owner (UAO): City of Atlantic Beach (water & sewer)	

THIS AGREEMENT, entered into this 5th day of August, year of 2025, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and **City of Atlantic Beach Water & Sewer** , hereinafter referred to as the "**UAO**";

WITNESSETH:

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

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 443502-1-52-01, State Road No. A1A, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the **FDOT's** design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the **FDOT** will perform the Utility Work as part of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

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

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

1. Performance of Utility Work

a. The **FDOT** will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the **FDOT's** construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the **FDOT**, in its discretion, deemed appropriate.

b. All location, protection, relocation, adjustment, or removal of the **UAO's** Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

a. The **UAO** will, at least Thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of $67,320.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.

c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.

d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT contractor's** bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT.**

(3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.

(4) Pursue any other remedies legally available.

(5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES:

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

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

5. Force Majeure

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

6. Miscellaneous

a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

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refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

d. This Agreement shall be governed by the laws of the State of Florida. Any provision here of found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

e. Time is of essence in the performance of all obligations under this Agreement.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Steve Swann
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

If to the **FDOT**:

Todd Hunt
Florida Department of Transportation
1109 S. Marion Ave. - MS 2024
Lake City, FL 32025

7. Certification

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

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

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

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

UTILITY: City of Atlantic Beach – (water & sewer)

BY: (Signature) William B. Killingsworth Digitally signed by William B. Killingsworth Date: 2025.07.16 15:21:45 -04'00' **DATE:** _____

(Typed Name:) William B. Killingsworth)

(Typed Title:) City Manager

Recommend Approval by the District Utility Office

DocuSigned by:

BY: (Signature) Todd Hunt **DATE:** 08/05/2025 | 4:52 PM EDT

District Utility Administrator

FDOT Legal review

DocuSigned by:

BY: (Signature) Angela R. Hensel **DATE:** 08/05/2025 | 4:54 PM EDT

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

BY: (Signature) **DATE:** 08/05/2025 | 5:01 PM EDT

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** ___

(Typed Name:_____)

(Typed Title:_____)

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

Exhibit "A"
Scope of Work

FDOT FPID# 443502-1-52-01: The cost within this Agreement reflects City of Atlantic Beach -Water & Sewer utility work, adjustment of manhole and valve boxes during construction by the FDOT Contractor. Refer to Utility Work by Highway Contractor Lump Sum Agreement, along (***SR-A1A (Mayport) from Atlantic Blvd to Dutton Island Road.***)

Docusign Envelope ID: 29645508-A08B-41D5-ABAB-BCF408A18E8C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORPORATE RESOLUTION, DELEGATION, AND SPECIAL POWER OF ATTORNEY

710-010-50
UTILITIES
10/04

NOW, THEREFORE, BE IT RESOLVED BY City of Atlantic Beach, **HEREINAFTER REFERRED TO AS THE "UAO", THAT:**

1. The positions, the title of which appears in the chart below, are hereby delegated the authority, and the persons, the name of whom appears in the chart below, are hereby appointed as attorney-in-fact for the **UAO**, to approve and execute on behalf of and in the name of the **UAO**, any specified document type listed in the chart below next to that position or person between the **UAO** and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **FDOT**) and all other documents, agreements and instruments which are necessary in connection with the document type specified. In the event that All is checked or specified, there shall be no limitation on the authority of that position or person to approve and execute documents between the **UAO** and the **FDOT**.

2. This delegation and appointment shall remain in full force and effect, and the **FDOT** shall be entitled to rely upon this delegation and appointment, until written notice of the modification, rescission, or revocation of this delegation and appointment, in whole or in part, in the form of a corporate resolution, has been actually delivered to the State Utility Engineer of the **FDOT** at its central office in Tallahassee, Florida, with copies to the District Utility Engineer of each District of the **FDOT**. No such modification, rescission, or revocation shall, in any event, be effective with respect to any documents executed or actions taken pursuant to this delegation and appointment prior to the actual delivery of written notice of such modification, rescission, or revocation to the **FDOT** as specified above.

3. This delegation and appointment shall not be exclusive and shall not be deemed to limit the authority of any other position or person which may otherwise have authority for the **UAO**.

Name of Representative (If by NAME Please Type or Print approved names)	**Title of Representative** (If by TITLE Please Type or Print approved titles)	**Approved to Sign** (Please check or specify type)	
		All	**Specified Document Type**
William B. Killingsworth	City Manager	☐	Utility Work by Hwy Contractor Agreement
		☐	
		☐	
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORPORATE RESOLUTION, DELEGATION, AND SPECIAL POWER OF ATTORNEY

710-010-50
UTILITIES
10/04

Name of Representative (If by NAME Please Type or Print approved names)	Title of Representative (If by TITLE Please Type or Print approved titles)	Approved to Sign (Please check or specify type)	
		All	Specified Document Type
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ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the **UAO** on the _____ day of_____, year of_____.

NAME: Curtis Ford **DATE:** 5/27/25

Title: Curtis Ford, Mayor

ATTEST: [signature] **DATE:** 5/27/25

Title: Donna Bartle, City Clerk

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 25-86 to Award Bid 2425-06 Ahern Street Roadway Improvements

SUBMITTED BY: Rick Carper, Interim Public Works Director

TODAY'S DATE: October 9, 2025

MEETING DATE: October 27, 2025

BACKGROUND: The purpose of this project is to select a Contractor to perform approximately 280 linear feet (LF) of roadway reconstruction, 500 LF of curbing, installation of an approximately 190 LF underground stormwater storage system, brick sidewalk reconstruction, and driveway apron concrete work. On September 10, 2025, four bids were received and opened for Bid 2425-06 Ahern Street Roadway Improvements.

The bids ranged from $552,383.15 to $1,625,258.80, with Florida Infrastructure, Inc. being the lowest bidder.

BUDGET: The cost for the project will be fully funded from the $800,000.00 currently budgeted under two project numbers, PW2514 for "Multi-Use Path Ahern-East", and PW2518 for "Ahern Drainage Improvements."

RECOMMENDATION: Adopt Resolution 25-86 and award Bid 2425-06 to Florida Infrastructure, Inc., and authorize the City Manager to execute the contract.

ATTACHMENTS: Resolution 25-86
Bid 2425-06 Ahern Street Roadway Improvements Bid Analysis
Bid 2425-06 Ahern Street Roadway Improvements Bid Tabulation

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-86

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2425-06 AHERN STREET ROADWAY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 10, 2025, four bids were received and opened for Bid 2425-06 Ahern Street Roadway Improvements Project; and

WHEREAS, the purpose of this project is to select a Contractor to perform approximately 280 linear feet (LF) of roadway reconstruction, 500 LF of curbing, installation of an approximately 190 LF underground stormwater storage system, brick sidewalk reconstruction, and driveway apron concrete work along Ahern Street; and

WHEREAS, the bids ranged from $552,383.15 to $1,625,258.80, with Florida Infrastructure, Inc. being the lowest bidder; and

WHEREAS, the cost for the project will be fully funded from the $800,000.00 currently budgeted under two project numbers: PW2514 for "Multi-Use Path Ahern-East", and PW2518 for "Ahern Drainage Improvements"; and

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

SECTION 1. The City Commission hereby awards Bid 2425-06 Ahern Street Roadway Improvements to Florida Infrastructure, Inc.;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with Florida Infrastructure, Inc. and approve a Purchase Order to said vendor in the amount of $552,383.15;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH

September 10, 2025

BID 2425-06

AHERN STREET ROADWAY IMPROVEMENTS

BID 2425-06

Name of Respondent	DB Civil Construction	Florida Infrastructure Inc.	Hager Construction	Jax Utilities
TOTAL LUMP SUM (INCLUDES 10% CONTINGENCY)	$690,640.50	$552,383.15	$1,625,258.80	$883,620.62

AHERN STREET ROADWAY IMPROVMENTS BID 2425-06 OPENING 09/10/2025											
BIDDER				DB Civil Constructoin		FL Infrastructure		Hager Construction		Jax Utilities	
BID ITEM #	ITEM DESCRIPTION	UNIT	EST.QUANTITY	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	TRAFFIC CONTROL	LS	1	$25,000.00	$25,000.00	$12,000.00	$12,000.00	$68,745.00	$68,745.00	$79,886.00	$79,886.00
2	MOBILIZATION	LS	1	$60,000.00	$60,000.00	$68,000.00	$68,000.00	$225,890.00	$225,890.00	$54,621.00	$54,621.00
3	EROSION AND SEDIMENT CONTROL	LS	1	$9,800.00	$9,800.00	$15,750.00	$15,750.00	$45,650.00	$45,650.00	$7,569.00	$7,569.00
4	EXCAVATION	CY	1100	$28.00	$30,800.00	$40.00	$44,000.00	$94.00	$103,400.00	$34.00	$37,400.00
5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	280	$35.00	$9,800.00	$23.25	$6,510.00	$61.00	$17,080.00	$24.00	$6,720.00
6	ASPHALT, TYPE SP- 12.5, 2.0" THICK, TRAFFIC C	TB	115	$320.00	$36,800.00	$200.00	$23,000.00	$855.00	$98,325.00	$650.00	$74,750.00
7	OPTIONAL BASE GROUP 4, 6" THICK	SY	1485	$62.00	$92,070.00	$25.00	$37,125.00	$64.00	$95,040.00	$42.00	$62,370.00
8	TYPE B STABILIZATION, 12" THICK (98% MAX, DENSITY)	SY	1485	$55.00	$81,675.00	$10.00	$14,850.00	$48.00	$71,280.00	$31.00	$46,035.00
9	SODDING, LIKE KIND	SY	75	$20.00	$1,500.00	$10.00	$750.00	$64.00	$4,800.00	$16.00	$1,200.00
10	PAVERS, ARCHITECTURAL, ROADWAY	SY	225	$244.00	$54,900.00	$185.00	$41,625.00	$178.00	$40,050.00	$122.00	$27,450.00
11	PAVERS, ARCHITECTURAL, SIDEWALK	SY	160	$244.00	$39,040.00	$185.00	$29,600.00	$178.00	$28,480.00	$109.00	$17,440.00
12	PAVERS, ARCHITECTURAL, REMOVE EXISTING AND REINSTALL	SY	50	$220.00	$11,000.00	$195.00	$9,750.00	$225.00	$11,250.00	$62.00	$3,100.00
13	CONCRETE SIDEWALK AND DRIVEWAYS 4" THICK (BIKE RACK)	SY	6	$140.00	$840.00	$175.00	$1,050.00	$1,200.00	$7,200.00	$78.00	$468.00
14	CONCRETE SIDEWALK & DRIVEWAYS. 6" THICK	SY	33	$130.00	$4,290.00	$250.00	$8,250.00	$1,200.00	$39,600.00	$94.00	$3,102.00
15	CONCRETE CURB, TYPE D	LF	144	$40.00	$5,760.00	$35.00	$5,040.00	$215.00	$30,960.00	$61.00	$8,784.00
16	CONCRETE CURB & GUTTER, TYPE F	LF	165	$40.00	$6,600.00	$35.00	$5,775.00	$245.00	$40,425.00	$68.00	$11,220.00
17	RIBBON CURB	LF	190	$35.00	$6,650.00	$30.00	$5,700.00	$245.00	$46,550.00	$71.00	$13,490.00
18	BIKE RACK	EA	1	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$2,200.00	$2,200.00	$3,876.00	$3,876.00

AHERN STREET ROADWAY IMPROVEMENTS BID 2425-06 BID ANALYSIS, PAGE 2											
Bid Item #	ITEM DESCRIPTION			DB Civil Construction		FL Infrastructure		Hager Construction		Jax Utilities	
19	STRIPING, THERMO., 24" WHITE	LF	35	$20.00	$700.00	$15.00	$525.00	$26.00	$910.00	$17.00	$595.00
20	STRIPING, THERMO., 12" WHITE	LF	248	$10.00	$2,480.00	$7.50	$1,860.00	$32.00	$7,936.00	$14.25	$3,534.00
21	STRIPING, THERMO., 6" WHITE	GM	0.08	$10,000.00	$800.00	$17,650.00	$1,412.00	$35,000.00	$2,800.00	$8,777.00	$702.16
22	STRIPING, THERMO., 6" DOUBLE YELLOW	GM	0.03	$10,000.00	$300.00	$17,650.00	$529.50	$35,000.00	$1,050.00	$8,777.00	$263.31
23	SINGLE POST SIGN (RELOCATING)	EA	2	$250.00	$500.00	$200.00	$400.00	$750.00	$1,500.00	$655.00	$1,310.00
24	SINGLE POST SIGN (INSTALL)	EA	1	$800.00	$800.00	$675.00	$675.00	$1,250.00	$1,250.00	$250.00	$250.00
25	VALVE BOX ADJUSTMENTS	EA	6	$400.00	$2,400.00	$2,000.00	$12,000.00	$1,250.00	$7,500.00	$275.00	$1,650.00
26	INLET ADJUSTMENT	EA	3	$3,800.00	$11,400.00	$3,000.00	$9,000.00	$7,650.00	$22,950.00	$1,775.00	$5,325.00
27	UNDERGROUND STORAGE SYSTEM MATERIALS	LS	1	$29,000.00	$29,000.00	$30,715.00	$30,715.00	$64,725.00	$64,725.00	$75,444.00	$75,444.00
28	UNDERGROUND STORAGE SYSTEM INSTALLATION	LS	1	$59,000.00	$59,000.00	$75,000.00	$75,000.00	$315,875.00	$315,875.00	$199,875.00	$199,875.00
29	BEDDING, STONE	TN	165	$130.00	$21,450.00	$150.00	$24,750.00	$200.00	$33,000.00	$221.00	$36,465.00
30	PIPE CULVERT, OPTIONAL MATERIAL ROUND. 12" SD (MISC. CONNECTIONS)	LF	15	$300.00	$4,500.00	$335.00	$5,025.00	$360.00	$5,400.00	$197.00	$2,955.00
31	MANHOLES, P-8	EA	1	$16,000.00	$16,000.00	$6,500.00	$6,500.00	$35,687.00	$35,687.00	$15,442.00	$15,442.00
	TOTAL BASE BID (ITEMS 1 - 31)				**$627,855.00**		**$502,166.50**		**$1,477,508.00**		**$803,291.47**
	10% CONTINGENCY OF BASE BID				**$62,785.50**		**$50,216.65**		**$147,750.80**		**$80,329.15**
	GRAND TOTAL (TOTAL BASE BID + 10% CONTINGENCY)				**$690,640.50**		**$552,383.15**		**$1,625,258.80**		**$883,620.62**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 25-87 authorizing staff to piggy-back on the competitively bid City of Jacksonville Disaster Debris Removal Contract #6533-57 with J.B. Coxwell Contracting, Inc.

SUBMITTED BY: Rick Carper, Interim Public Works Director

TODAY'S DATE: October 9, 2025

MEETING DATE: October 27, 2025

BACKGROUND: The City of Atlantic Beach has an opportunity to piggy-back onto the City of Jacksonville Citywide Debris Management Services Contract #6533-57, providing for the operations of citywide debris management and removal following a disaster. The contract was competitively bid and opened on May 17, 2017, and extended through February 24, 2026. In the event of a declared emergency, J.B. Cowell Contracting, Inc. would already be working in our area with our COJ partner to remove disaster-related debris.

BUDGET: This is a Pre-Event/Contingency Contract and would be executed on an emergency/as needed basis. No funds are appropriated in advance for disaster debris cleanup.

RECOMMENDATION: Adopt Resolution 25-87 and piggy-back onto COJ Contract #6533-57 for Disaster Debris Removal with J.B. Coxwell Contracting, Inc, and authorize the City Manager to execute the contract.

ATTACHMENTS: Resolution 25-87
City of Jacksonville Contract #6533-57 with J.B. Coxwell Contracting, Inc.

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-87

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO PIGGY-BACK ON THE COMPETITIVELY BID CITY OF JACKSONVILLE DISASTER DEBRIS REMOVAL CONTRACT #6533-57 WITH J.B. COXWELL CONTRACTING, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Atlantic Beach has an opportunity to piggy-back onto the City of Jacksonville Citywide Debris Management Services Contract #6533-57 with J.B. Coxwell Contracting, Inc.; and

WHEREAS, the contract provides for the operations of citywide debris management and removal following a disaster and the contract was competitively bid and opened on May 17, 2017, and extended through February 24, 2026; and

WHEREAS, in the event of a declared emergency, J.B. Coxwell Contracting, Inc. would already be working in our area with our COJ partner to remove disaster-related debris; and

WHEREAS, this is a pre-event/contingency contract and would be executed on an emergency/as needed basis and no funds are appropriated in advance for disaster debris cleanup.

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

SECTION 1. The City Commission hereby agrees to piggy-back onto City of Jacksonville Contract #6533-57 with J.B. Coxwell Contracting, Inc.;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with J.B. Coxwell Contracting, Inc.;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

170500

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
Jacksonville.gov

A NEW DAY.

September 18, 2025

TO: James R. McCain, Jr.
Corporation Secretary/Assistant General Counsel

THRU: Anna Brosche
Director of Finance/Chief Financial Officer

FROM: Rose Nettles, M.Ed
Signed by: Rose Nettles
6D14E89E11A447D...
Public Works Administration Manager

SUBJECT: Citywide Debris Management Services
Contractor: J.B. Coxwell Contracting, Inc.
Bid No: ESC-0135-17
Contract No: 6533-57

Forwarded herewith for execution is Change Order No. 7 for subject project.

Original Contract Amount.....$22,109,070.00

Previous Change Order # 1-7 .....$37,890,930.00

Change Order # 8 .....$0.00

Total Revised Contract Amount $60,000,000.00

Account Number .....N/A

This office recommends the Change Order be approved by your office, the Office of General Counsel, and Mayor Deegan, in accordance with Executive Order No. 13-05.

Attachments: 1. Change Order
2. Back-up Information
3. Legal Request Memorandum

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CONSTRUCTION CHANGE ORDER

Change Order No. Seven (8) Date September 17, 2025

Description of Project Citywide Debris Management Services

Name of Contractor J.B. Coxwell Contracting, Inc.

Contractor's Address 6741 Lloyd Road West, Jacksonville, FL 32254

Contract No. 6533-57

Account No. N/A Original Contract $22,109,070.00

+ Previous Change Order 1-7 $37,890,930.00 + Change Order No. 8 $0.00

*See attached appendix for additional listings.

TOTAL REVISED CONTRACT $60,000,000.00

Bid Number ESC-0135-17

Construction Completion Date

Revised Construction Completion Date

Contract Expiration Date November 26, 2025

Revised Contract Expiration Date February 24, 2026

In compliance with General Conditions of above-referenced contract, CONTRACTOR and OWNER do both hereby agree that the CONTRACTOR shall make the following changes, additions or deletions to the Work specified in the plans and specifications: See attached. Add 90 non compensable calaendar days to contract expiration date.

Justification: See attached.

By execution of this document, the Contractor acknowledges that all issues related to Contract Time and Compensation are resolved.

The Issuing Authority has looked over cost and pricing data for this change order and has determined that this change order is necessary and all costs are reasonable.

Accepted for Contractor J.B. Coxwell Contracting, Inc.

Signed _____ Attest Lindsay Hurley

Title C.O.O. Title Project Administrator

Date 9/17/25 Date 9/17/25

Signed _____ By Signed by: Rose Mettles 9/18/2025
6D14E89E11A447D... Date

Office of Director
Issuing Authority

Signed by: Scott Carter, P.E. 9/18/2025
8D991F9ADFC947E... uction Mgmt Div Date

Assistant Counsel James R. McCain, Jr. 10/06/2025 Date

Signed by: 9/19/2025
1EFA223D5D23487... Date

Mayor Kelli O'Leary Deputy Chief Administrative Officer For: Mayor Donna Deegan Under Authority Of: Executive Order No: 2023-04 10/8/2025 Date

Signed by: 9/23/2025
B19F1D517352456... nt Date

Corporation Secretary James R. McCain, Jr. 10/06/2025 Date

Director of Finance Anna Brosnan 10/1/25 Date

CITY OF JACKSONVILLE FLORIDA

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Citywide Debris Management Services

Requested Action and Justification:

Recommend approval to extend the award with J.B. Coxwell for ninety (90) days to allow time for lengthy bid review and new contract to be negotiated and fully executed. The current contract expires during hurricane season. This will extend the contract through February 24, 2026. Total expenditure not to exceed amount of $60,000,000.00 will remain unchanged.

To be executed by formal contract amendment through the Office of General Counsel.

Supplier:	J.B. Coxwell Contracting, Inc.	**Basis of Award:**	N/A	**BID Opening Date:**	05/17/2017

POA #:	71184-21	**PO #:**	TBD	**Change Order #:**	n/a
Solicitation #:	RFP-NONCON ESC-0135 17	**Contract #:**	6533-27	**Contract Amd #:**	8
Term:	5 years	**Options:**	2/2 yr	**Options Used:**	2

Federally Funded:	Yes	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	N/A		

Fund:	00000	**Center:**	000000	**Acct:**	000000	**Proj:**	000000	**Activity:**	00000000	$ 0.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 60,000,000.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWOD:OFFICE OF THE DIRECTOR		
Concurrence:		**Title:**	8/5/2025
Concurrence:		**Title:**	DIRECTOR OF PUBLIC WORKS 8/7/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: King, Benjamin	**Chief of Procurement:**	8/12/2025
Name:	Benjamin King	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Karen Bowling
Date:	8/14/2025	**Date:**	8/14/2025

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

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name. If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable.

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards.*

**Any field where there is no data available, or no entry is required, either leave it blank or enter N.A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

J.B. Coxwell Contracting, Inc.
6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

August 5th, 2025

Rose Nettles
Emergency Management Coordinator
City of Jacksonville, Public Works Department
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

RE: Citywide Emergency Debris Management Services
City of Jacksonville
County of Duval
2nd extension of 90 days for current Contract 6533-57

Dear Ms. Nettles:

As requested, JB Coxwell Contracting, Inc. (JBCCI) agrees to extend the above referenced contract 90 days past the November 26th, 2025 contract expiration.

JBCCI appreciates the opportunity to serve The City of Jacksonville and our local community when emergency debris management services are needed and while we hope to see another quite storm season this year and next, we stand ready to respond when called.

Respectfully,
J. B. COXWELL CONTRACTING, INC.

Christopher C. Blank
Chief Operating Officer

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Citywide Debris Management Services

Requested Action and Justification:

Recommend approval to extend Contract #6533-57 with J.B. Coxwell for ninety (90) days to allow time for new solicitation to be evaluated and new contract to be negotiated and fully executed. The current contract expires during the height of hurricane season. J.B. Coxwell's memo agreeing to extend through November 26, 2025, is attached.

Supplier:	J.B. Coxwell Contracting, Inc.	**Basis of Award:**	N/A	**BID Opening Date:**	05/17/2017

POA #:	71184-21	**PO #:**	TBD	**Change Order #:**	#7
Solicitation #:	N/A ESC-0135 17	**Contract #:**	6533-57	**Contract Amd #:**	N/A
Term:	5 years	**Options:**	2/2 yr	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	N/A		

Fund:	00000	**Center:**	000000	**Acct:**	000000	**Proj:**	000000	**Activity:**	00000000	$ 0.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 60,000,000.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN.ENGINEERING_AND_CONSTRUCTION_MANAGEMENT		
Concurrence:		**Title:**	DIRECTOR OF PUBLIC WORKS 4/17/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:		**Chief of Procurement:**	
Name:		**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name. If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your ICloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable.

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DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards.*

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

J.B. Coxwell Contracting, Inc.
6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

April 15, 2025

Ben Kemp
Purchasing Analyst
City of Jacksonville, Public Works Department
214 North Hogan Street
Jacksonville, FL 32202

RE: Citywide Emergency Debris Management Services
City of Jacksonville
County of Duval
90-Day Extension for Proposal Number ESC-0135-17
Contract 6533-57

Dear Mr. Kemp:

As requested, J.B. Coxwell Contracting, Inc (JBCCI) agrees to a 90-day extension of the above subject contract, extending the end date to November 26th, 2025.

JBCCI appreciates the opportunity to serve The City of Jacksonville and our local community when emergency debris management services are needed and while we hope to see another quiet storm season this year and next, we stand ready to respond when called.

Respectfully,
J. B. COXWELL CONTRACTING, INC.

Christopher C. Blank
Chief Operating Officer

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: **CITYWIDE EMERGENCY DEBRIS MANAGEMENT SERVICES**

BID # **ESC-0135-17** OPEN DATE: **05/17/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: **CONSTRUCTION SERVICES – INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS**

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: 9 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second and final 2-year renewal option with J.B. Coxwell Contracting, Inc., (contract #6533-57). Period of Service will be from August 27, 2023 through August 26, 2025. The total contract award amount remains at $60,000,000.00.

Funding Source: To be executed by formal contract amendment #7 through the Office of General Counsel and encumbered by purchase order(s) on as-needed basis.

Attachments: Recommendation Memo, Previous Award(s)

BUYER JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **William Williams, Director of Operations, Public Works**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 3/16/23

OTHER

ACTION OF AWARDING AUTHORITY DATE 3/16/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
214 N. Hogan St., 10th floor
Jacksonville, FL 32202
(904) 255-8786
www.coj.net

ONE CITY ONE JACKSONVILLE

March 03, 2023

TO: Dustin Freeman
Chief of Procurement

THRU. Steven D. Long, Jr., P.E.
Director

FROM: Will Williams
Director of Operations

Rose Nettles
Administration Manager, Special Projects

SUBJECT: Citywide Debris Management Services

Bid No.:	ESC-0135-17
Bid Date:	May 17, 2017
Award Amount:	N/A
Internal Services Account No.	00111-153001

The subject contract was executed August 27, 2021 and is set to expire August 26, 2023. The Department of Public Works has received a request from J.B. Coxwell Contracting, Inc. to exercise the second of two, two-year renewal options for BID ESC-0135-17, Contract # 6533-57 for Citywide Debris Management Services. The City's JSEB program is not applicable to this project.

Accordingly, we recommend approval to exercise the renewal option requested by J.B. Coxwell Contracting, Inc. for Contract 6533-57 for the 2nd of the 2-year renewals, thereby extending the contract from 8/27/23 thru 8/26/25. The contract limit remains at $60,000,000.00.

Attachments: Contractor Request

SL/rn

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

J.B. Coxwell Contracting, Inc.
6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

March 2, 2023

Rose Nettles
Emergency Management Coordinator
City of Jacksonville, Public Works Department
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

RE: Citywide Emergency Debris Management Services
City of Jacksonville
County of Duval
Request to Exercise the 2nd Renewal for Proposal Number ESC-0135-17 Contract 6533-57

Dear Ms. Nettles:

As noted in section 4 of the service contract between The City of Jacksonville and J.B. Coxwell Contracting, Inc. (JBCCI) for citywide emergency debris management services, proposal number ESC-0135-17 dated August 28, 2017, we hereby respectfully request to exercise our second two-year contract renewal option. This renewal shall extend our current agreement thru August 27, 2025.

JBCCI appreciates the opportunity to serve The City of Jacksonville and our local community when emergency debris management services are needed and while we hope to see another quite storm season this year and next, we stand ready to respond when called.

Respectfully,
J. B. COXWELL CONTRACTING, INC.

Christopher C. Blank
Chief Operating Officer

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: **CITYWIDE EMERGENCY DEBRIS MANAGEMENT SERVICES**

BID # **ESC-0135-17** OPEN DATE: **05/17/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: **CONSTRUCTION SERVICES – INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS**

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: **9** NUMBER RECEIVED: **4** OTHER: **0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award with J.B. Coxwell Contracting, Inc for a 10.15% CPI adjustment to the rates per the attached rate schedule from April 2021 to the present. Total expenditure remains at $60,000,000 00

* To be executed by formal contract amendment through the Office of General Counsel and encumbered by purchase order(s) on as-needed basis.

Attachments: Recommendation Memo, Vendor Letter and Previous Awards

BUYER JACLYN STAMOS

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: John P. Pappas, PE., Director, Public Works Department

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 8/4/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 8/5/2022

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: **CITYWIDE EMERGENCY DEBRIS MANAGEMENT SERVICES**

BID # **ESC-0135-17** OPEN DATE: **05/17/2017**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: **CONSTRUCTION SERVICES – INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS**

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: 9 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of two, 2-year renewal options and to incorporate a new rate schedule for Bid ESC-0135-17 with J.B Coxwell Contracting, Inc., (contract #6533-57). Period of Service will be from 8/27/21 thru 8/26/23 The total contract award amount remains at $60,000,000.00.

Funding Source: To be executed by formal contract change order through the Office of General Counsel and encumbered by purchase order(s) on as-needed basis.

Attachments: Recommendation Memo, Previous Award(s)

BUYER Nekole Hulitt
NEKOLE HULITT

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Operations Director/ Rose Nettles, Administration Manager- Public Works Department**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 6/3/2021

Rose Nettles OTHER

ACTION OF AWARDING AUTHORITY DATE 6/4/21

APPROVED ✓ RH DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: CITYWIDE EMERGENCY DEBRIS MANAGEMENT SERVICES

BID # ESC-9135-17 OPEN DATE 05/17/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION SERVICES- INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 9 NUMBER RECEIVED: 5 OTHER: 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase award to J.B. Coxwell Contracting, Inc. (contract #6533-57), in the amount of $15,000,000.00 to cover the potential impacts that we may experience during hurricane season. Total revised award amount not-to-exceed $60,000,000.00.

Funding Source: To be executed by formal contract change order through the Office of General Counsel and encumbered by purchase order(s) on as-needed basis.

Attachments: Recommendation Memo, Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Operations Director/ Dinah Mason- Administration Manager- Public Works Department

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 9/12/19

OTHER

ACTION OF AWARDING AUTHORITY DATE 11/13/19

APPROVED DISAPPROVED

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: CITYWIDE EMERGENCY DEBRIS MANAGEMENT SERVICES

BID # ESC-0135-17 OPEN DATE. 05/17/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION SERVICES- INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 9 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award to J.B. Coxwell Contracting, Inc. to add the following line items: Wood Chipper at $118.00 per hour and All Terrain Man Lift at $175.00 per hour, and to increase award in the amount of $10,000,000.00. Total revised award amount not-to-exceed $45,000,000.00.

Funding Source: To be executed by formal contract change order through the Office of General Counsel and encumbered by purchase order(s) on as-needed basis.

Attachments: Recommendation Memo, Previous Award(s)

BUYER MARILYN LADLER

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Operations Director/ Dinah Mason- Administration Manager- Public Works Department

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE DN RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 12/4/17

OTHER

ACTION OF AWARDING AUTHORITY DATE 12/14/17

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Sa E Mousa
Chief A Officer
F May urry
U
Executive Order No. 2015-05

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: CITYWIDE DEBRIS MANAGEMENT SERVICES

BID # ESC-0133-17 OPEN DATE: 05/17/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION SERVICES- INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 9 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase award to J.B. Coxwell Contracting, Inc (contract #6533-57), in the amount of $12,890,930.00, for a revised total award amount not-to-exceed $35,000,000.00

Funding Source: To be paid [illegible] Office of General Counsel, and Comptroller purchase orders on as needed basis.

BUYER [illegible] GREGORY PEARCE CHIEF PROCUREMENT OFFICER

CONCURRENCE BY: [illegible] Operations Director, Chad Mason, Administration Manager, Public Works Department

[illegible] AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS!
ACTION OF SPEC COMMITTEE OTHER THAN RECOMMENDED ABOVE

APPROVED [illegible] DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: CITYWIDE DEBRIS MANAGEMENT SERVICES

BID # ESC-0135-17 OPEN DATE: 05/17/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION SERVICES- INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 9 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award to J.B. Coxwell Contracting, Inc. to add the following unit cost items listed below:

1. Remove Hanger(s), Leave Debris Curbside in Right-of-Way.... ...Unit Cost .....$ 108.00 EA
2. Process 250,000 CY of C&D . . . . . Unit Cost..... .....$ 5.29 CY
3. Load, Haul and Dispose of TDS material (C&D) to An Approved Permanent Disposal Site (0-30 Miles).....Unit Cost .....$ 10.49 CY
4. Load, Haul and Dispose of TDS material (C&D) to An Approved Permanent Disposal Site (31-60 Miles).. .....Unit Cost.....$ 12.85 CY
5. Load, Haul and Dispose of TDS material (C&D) to An Approved Permanent Disposal Site (61 Miles or Greater)...Unit Cost.....$ 16.25 CY

Please see agency's memo for additional clarification and changes needed.

Funding Source: To be executed by formal contract change order through the Office of General Counsel and encumbered by purchase order(s) on as-needed basis.

Attachments: Recommendation Memo, Previous Award(s)

BUYER Marilyn Ludler
MARILYN LADLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Operations Director/ Dinah Mason- Administration Manager- Public Works Department

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF EVALUATION COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 10/5/17

OTHER

Teresa K. Zilhaus

ACTION OF AWARDING AUTHORITY DATE 10/06/17

APPROVED DISAPPROVED

OTHER:

SIGNATURE OF AUTHEN

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: CITYWIDE DEBRIS MANAGEMENT SERVICES

BID # ESQ-0133-17 OPEN DATE: 05/17/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION SERVICES. INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 3 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award to J.B. Cotwell Contracting, Inc. to include the maximum indebtedness for the initial (four) (4) year period effective from date of executed contract. Total expenditure not to exceed $22,109,070.00

Funding Source: Various Accounts – To be executed by contract contract through the Office of General Counsel and encumbered on purchase order(s) on as-needed basis

Attachments: Recommendation Memo, Scoring Matrix, Bid Tabulation Sheet, Evaluation Matrix

BUYER: MARILYN BAILEY

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Willie J. Joyce, P.E., Operations Director; Dinah Mason, Administration Manager; Public Works Department

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

MEMBERS APPROVING: 5 MEMBERS DISAPPROVING: 0 DATE: 7/13/17

ACTION OF AWARDING AUTHORITY DATE: 7/15/17

APPROVED DISAPPROVED

OTHER

Sam E. Mouss
Chief Administrative Officer
For: Mayor Leslie Curry
Under Authority of
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION

Docusign Envelope ID: 3BA122ED-1EF9-4AB8-9EC3-1F5C92EE0AB8

SUBJECT: CITYWIDE DEBRIS MANAGEMENT SERVICES

BID # ESC-0136-17 OPEN DATE: 05/17/2017

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION SERVICES- INITIAL TERM EXECUTION OF CONTRACT FOR FOUR (4) YEARS, WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City received four (4) proposals for evaluation for subject project and found all four (4) to be responsive, interested, qualified and available to provide the services required by the RFP. The proposals were evaluated using the criteria outlined in the competitive sealed proposals for the subject RFP. The ranking of the four (4) proposals and scores (Listed below):

1) J.B. Coxwell Contracting, Inc. – 107.50
2) D & J Enterprises, Inc. – 105.00
3) Ceres Environmental Services, Inc. – 91
4) DRC Emergency Services- 90

Recommend approval of award to J.B. Coxwell Contracting, Inc., as receiving the highest score in accordance with the evaluation and ranking above. Period of Service will be four (4) years from execution date of contract with two (2) two (2) year renewal options. To be executed by formal contract through Office of General Counsel, no funds will be encumbered at this time and will be processed by individual Purchase Orders using the account number set up at time of the emergency.

Attachments: Recommendation Memo, Scoring Matrix, Bid Tabulation Sheet, Evaluation Matrix

BUYER Marilyn Raidler
MARILYN RAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Operations Director/ Dinah Mason- Administration Manager- Public Works Department

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

MEMBERS APPROVING 4 MEMBERS DISAPPROVING 0 DATE: 6/12/2017

OTHER

ACTION OF AWARDING AUTHORITY DATE 6/26/17

APPROVED DISAPPROVED:

Sam E. Melisa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015 05

OTHER:

SIGNATURE OF AUTHENTICATION

REQUEST FOR LEGAL SERVICES

TO: **The Office of General Counsel**
117 West Duval Street, Suite 480, Jacksonville, FL 32202
Please Send Your Request for Legal Services To: Govtopslegalrequest@coj.net

Telephone 904-255-5100
FAX 904-255-5119

CLIENT:
Name Nina Sickler, P.E.
Title Director of Public Works
Dept Public Works
Division Engineering and Construction Management

A. **The Office of General Counsel is requested to provide legal assistance as detailed in this request and supporting documents. Give brief description:** Change Order 8 - JB Coxwell Contracting, Inc. Contract 6533-57 / POA-71184-21 - time extension only

B. **Is a specific attorney already involved? No** ☐ **Yes** ☑ **Name** Jim McCain

C. **Date submitted:** 09/29/2025 **Completion is requested by (date):** 10/06/2025

D. **For more information or discussion, contact:**
Name Scott Carter, P.E.
Title Chief, Engineering and Construction Management
Telephone 255-8710 **FAX** **Email** SCarter1@coj.net

E. **Bill to agency (name, address)** Eng. & CM Division, 214 N. Hogan St, 10th Floor
Bill to account number (index code) 153001-03186
Oracle Account String 00111-153001-549532-00000000-00000-0000000

(For use by Office of General Counsel only)

CLIENT ID _____ **MATTER NO.** _____
CLIENT _____

WORK DESCRIPTION: 50 spaces available for adversary party (attach first page of complaint)

_____

_____

NOTES AND/OR COURT CASE NO: _____

_____

CATEGORY CODE _____ **ATTORNEY(S) Primary** _____
FORUM _____ **Secondary** _____
ADVERSARY ATTY: _____ **Dept. Head** _____

OUTCOME _____

_____

INDEX CODE: _____ **DATE OPENED:** _____
DATE CLOSED: _____ **CLOSING BOX NO.** _____

Document Numbers:

1395104 [Fillable PDF]

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-89 continuing the City's grant-writing and related services agreement with Langton Associates, Inc.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

TODAY'S DATE: Oct. 15, 2025

MEETING DATE: Oct. 27, 2025

BACKGROUND: The City of Atlantic Beach desires to continue the services of Langton Associates, Inc. for the City's grant-writing and related needs. Langton has agreed to a renewal of its contract with the same terms and conditions of the current contract, plus a 3% cost-of-living adjustment. The FY 2024-25 agreement amount is $48,381.12.

The services that Langton provides to the City are as follows:

- Update Needs Assessment and Strategic Grants Plan
- Determination of Relevant Funding Sources
- Preparation and Submission of Grant Applications
- Technical Assistance on Grant Administration
- Personalized Grant Research and Consultation
- Intergovernmental Relations with Federal and State Governments
- Provide a Biweekly eMail Grant Alert

RECOMMENDATION: The City Commission approve Resolution No. 25-89

ATTACHMENTS: Resolution No. 25-89
Langton Associates, Inc. 2025-26 consulting agreement
Langton Associates, Inc. 2025 annual report

BUDGET: $48,381.12 allocated in the 2025-26 budget.

REVIEWED BY CITY MANAGER: WS

RESOLUTION NO. 25-89

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; AUTHORIZING THE EXPENDITURE OF $48.381.12 ALLOCATED IN THE FISCAL YEAR 2025-26 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach desires to continue the professional services of Langton Associates, Inc., for the purpose of obtaining various governmental grants and assistance offered by governmental agencies and bodies; and

WHEREAS, the fiscal year 2025-26 budget includes $48,381.12 for this purpose.

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

SECTION 1. Subject to and contingent upon inclusion of funding for this purpose in the fiscal year 2024-25 City Commission-approved budget, the City Manager is hereby authorized to sign a one-year agreement continuing the professional services of Langton Associates and approve a purchase order for $48,381.12 on behalf of the City of Atlantic Beach.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CONSULTING AGREEMENT

This consulting agreement made on this _____ day of October 2025, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and City of Atlantic Beach hereinafter referred to as "Client" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering consulting support to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, Client is in need of professional services of consulting for the purpose of obtaining various governmental grants and assistance offered by various governmental agencies and bodies, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

1. Langton agrees to provide professional consulting services to Client for the term commencing October 1, 2025 and ending September 30, 2026. Langton agrees to exercise its best efforts to obtain governmental grants and benefits for client. It is understood, however, that Langton cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to this agreement Langton agrees to provide specific services as follows:

- Update Needs Assessment and Strategic Grants Plan
- Determination of Relevant Funding Sources
- Preparation and Submission of Grant Applications
- Technical Assistance on Grant Administration
- Personalized Grant Research and Consultation
- Intergovernmental Relations with Federal and State Governments
- Provide Bi-Weekly SMARTSGrants™ E-mail Grant Alert

3. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in the amount of $48,381.12 in twelve (12) monthly installments of $4,031.76.

4. In conjunction with services relating to Client, the Client agrees to pay expenses of Langton. This shall include, but not be limited to, travel expenses, which shall be air expenses on coach flights, car rental, hotel (at commercial rates), and food (maximum of $25.00 per person per day). Langton will submit the invoice for these expenses which shall be paid by the 10th day of the following month after submission of the expense report by Langton. Langton will not

incur travel expenses without approval of the client.

5. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

A. As to Langton:
P.O. Box 37007
Jacksonville, FL 32236-7007

B. As to Client:
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

5. Should litigation be necessary to enforce any provision of this agreement then the prevailing party shall be entitled to recover a reasonable attorney's fee from the other side.

ATTEST:

_____

LANGTON ASSOCIATES, INC

BY: _____
Michael Langton, President

ATTEST:

_____

City of Atlantic Beach, Florida

BY:_____
William B. Killingsworth, City Manager

City of Atlantic Beach
Annual Report

Langton CONSULTING

October 14, 2025

Dear Bill Killingsworth, Mayor Ford, and the City Commission,

The Langton Consulting team is honored to continue our partnership with the City of Atlantic Beach. Over the past ten years, we've worked closely with City staff and elected officials to secure competitive grant funding for projects that strengthen infrastructure, enhance resilience, and improve the quality of life for residents. Our collaboration spans multiple departments including Public Works, Utilities, Parks & Recreation, Planning & Community Development, and Public Safety, as well as community organizations dedicated to maintaining Atlantic Beach as a vibrant and sustainable coastal community.

Since our last annual report (August 26, 2024), Langton staff has worked with City staff to submit **$5,409,386** in funding requests on behalf of the City of Atlantic Beach. During this period, $**1,292,660** has been funded, including funding for the Naval Station Mayport Emergency Potable Water Source Phase 2 through the Defense Communities Infrastructure Program and the Veterans Park Community Center Resilience Hub through the Hurricane Loss Mitigation Program.

Several proposals remain pending, including the Safe Streets Atlantic Beach Implementation Project, multiple Hazard Mitigation Grant Program submissions related to Hurricanes Milton and Helene, and the City of Atlantic Beach Resilient Lift Station Project Phase I. Together, these pending applications represent over **$3,821,545** in potential funding to enhance flood protection, public safety, and community resilience.

In addition to the submissions listed in this report, Langton staff has identified and evaluated a range of potential funding sources that were ultimately not pursued due to timing, project readiness, or program eligibility, which are factors inherent to strategic grant development. We have also provided technical assistance and ongoing grant administration support as needed.

The following pages summarize grants **a)** submitted over the past year, **b)** previously submitted but awarded during this period, and **c)** currently in development for upcoming submission cycles.

Grants Submitted from August 2024 - October 2025

Project	Grant Program	Submission Date	Request Amount	Status
Vulnerable Lift Station Protection - Phase I (Resubmit)	Resilient Florida Infrastructure	8/29/24	$1,338,721.00	Declined
Donner Park Field Upgrades (Phase 1)	Florida Recreation Development Assistance Program	10/14/24	$150,000.00	Declined
Sea Gardens Sewage Lift Station Generator	Building Resilient Infrastructure and Communities	2/10/25	$99,120.00	Program Cancelled
Safe Streets Atlantic Beach: Multimodal Safety	Safe Streets and Roads for All Implementation	6/25/25	$645,323.77	Pending

Upgrades for High-Injury Roads & Intersections				
Palm Ave Lift Station Flood Protection	Hazard Mitigation Grant Program - Hurricane Milton (DR-4834)	7/24/25	$382,500.00	Pending
Dora Drive Flood Mitigation Pond	Hazard Mitigation Grant Program - Hurricane Helene (DR-4828)	7/24/25	$1,275,000.00	Pending
Sea Gardens Sewage Lift Station Generator	Hazard Mitigation Grant Program - Hurricane Milton (DR-4834)	7/24/25	$67,500.00	Pending
City of Atlantic Beach Resilient Lift Station Project Phase I (Resubmit)	Resilient Florida Implementation Grant	8/27/25	$1,338,721.00	Pending
Donner Park Playground Improvements	Florida Recreation Development Assistance Program	9/29/25	$112,500.00	Pending

Pending at Time of Last Annual Report, Since Funded

Project	Grant Program	Submission Date	Request Amount	Status
Naval Station Mayport Emergency Potable Water Source Phase 2 (Resubmit)	Defense Communities Infrastructure Program	6/13/24	$1,073,660	FUNDED
Veterans Park Community Center Resilience Hub	Hurricane Loss Mitigation Program	7/15/24	$219,000	FUNDED

Currently in Development

Project	Grant Program	Deadline	Request Amount
5th St Walkover	Coastal Partnership Initiative	10/31/25	$140,000

The Langton Consulting team looks forward to continuing our collaboration with the City of Atlantic Beach to secure strategic funding that advances community resilience, infrastructure improvement, and overall quality of life. We remain committed to supporting the City's vision and appreciate your continued trust and partnership in these important endeavors.

Sincerely,

Michael Langton, GPC
President, Langton Consulting

5627 Atlantic Blvd., Suite 4, Jacksonville, FL 32207 904.614.9861 www.langtonconsulting.com
Michael Langton, GPC, President mlangton@langtonconsulting.com

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-90 authorizing the expenditure of $33,334.40 in additional funds for the replacement of water services on Garden Lane

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 21, 2025

MEETING DATE: October 27, 2025

BACKGROUND: Public Utilities Department Project PU2512 replacing the poly water services on Garden Lane and the 300 block of 20th Street as part of the Capital Improvement Plan is underway. On April 14, 2025, the City Commission adopted Resolution No. 25-31 authorizing the expenditure of $91.364.57 with Gruhn May, Inc. for this project.

The City has received notification from the contractor that there was a formula error on the quote, and a change order is needed for the additional funds on the project. The original quote shows item #9 – cap off all old service taps at the main, 33 each at $947.00. The formula did not multiply the line-item quantity by the unit cost for a total amount of $31,251. The corrected total of the project is $124,698.97, including the 10% contingency.

The contractor, Gruhn May, Inc. has submitted a change order in the amount of $33,334.40 for the corrected amount to cap off the old service taps for each address.

BUDGET: The original budget for this project in the Public Utilities account 400-5504-533-6300 for Project PU2512 in the amount of $275,000 accommodates funds for this change order.

RECOMMENDATION: Adopt Resolution No.25-90.

ATTACHMENT(S):
1. Resolution No. 25-90
2. Original Quote from Gruhn May, Inc.
3. Change Order #1
4. Resolution No. 25-31

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-90

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF $33,334.40 IN ADDITIONAL FUNDS FOR THE REPLACEMENT OF WATER SERVICES ON GARDEN LANE; 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 Capital Improvement Project PU2512 involves replacing the poly water services on Garden Lane and the 300 Block of 20th Street; and

WHEREAS, on April 14, 2025, the City Commission adopted Resolution No. 25-31 authorizing the expenditure of $91,364.57 with Gruhn May, Inc, for this project; and

WHEREAS, due to a formula error on the original quote, an additional $33,334.40 is necessary via a change order to complete the project; and

WHEREAS, sufficient funds are available in the Public Utilities Fund for Project PU2512 in account 400-5504-533-6300, in the amount of $275,000.

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 expenditure of $33,334.40 in additional funds from City's Public Utilities account 400-5504-533-6300 for the replacement of the water services on Garden Lane.

Section 2. 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 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October, 2025.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

ts

Garden Lane Water Service Replacement

Bid Ite	Description	QTY	Unit	Unit Cost	Extended Cost
1	6" x 1" double strap service saddle w/corp stop. Short side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	7	EA	$1,844.00	$12,908.00
2	4" x 1" double strap service saddle w/corp stop. long side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	10	EA	$2,545.00	$25,450.00
3	4" x 1" double strap service saddle w/corp stop. short side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	8	EA	$1,824.00	$14,592.00
4	8" x 1" double strap service saddle w/corp stop. long side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	4	EA	$2,570.00	$10,280.00
5	8" x 1" double strap service saddle w/corp stop.short side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	4	EA	$1,874.00	$7,496.00
6	11" x 18" Glassmaster Composite flared meter box and lid with one Touchread hole and one mouse hoe/set to grade	33	EA	$340.00	$11,220.00
7	St Augustine Sod	TBD	SF	$0.70	$0.70
8	Concrete for driveways 4000 psi, 5" thick	TBD	SY	$165.00	$165.00
9	Cap off all old service taps at the main	33	EA	$947.00	$947.00
				Base Bid Total (Items 1 thru 9)	$83,058.70
				10% Contingency of Base Bid	$8,305.87
				Grand Total (Base Bid + Contingency)	$91,364.57

Submitted by: Gruhn May, Inc
Date: 3/20/2025

Gordon Gruhn

CHANGE ORDER NO 1

Owner: City of Atlantic Beach
Contractor: Gruhn May, Inc.
Project: Garden Lane Water Services

Owner PO NO. 250994
Contractor Project # 250910

The Contract is modified as follows upon execution of this Change Order:

Description: Correct bid form line item #9 to reflect a total of 33 water service abandonments.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 91,364.57	Original Contract Times: Substantial Completion: N/A Ready for final payment:
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ None	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ 91,364.57	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
[Increase] [Decrease] this Change Order: $ 33,334.40	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 124,698.97 SEE ATTACHED	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

Contractor	Authorized by Owner
By: Gruhn Gordon Gruhn	
Title: V.P.	
Date: 10/15/25	

Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

EJCDC® C-941, Change Order.
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Garden Lane Water Service Replacement

Bid Item	Description	QTY	Unit	Unit Cost	Extended Cost
1	6" x 1" double strap service saddle w/corp stop. Short side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	7	EA	$1,844.00	$12,908.00
2	4" x 1" double strap service saddle w/corp stop. long side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	10	EA	$2,545.00	$25,450.00
3	4" x 1" double strap service saddle w/corp stop. short side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	8	EA	$1,824.00	$14,592.00
4	8" x 1" double strap service saddle w/corp stop. long side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	4	EA	$2,570.00	$10,280.00
5	8" x 1" double strap service saddle w/corp stop.short side 1" poly water service reduced to 3/4" locking curb stop and meter coupling.	4	EA	$1,874.00	$7,496.00
6	11" x 18" Glassmaster Composite flared meter box and lid with one Touchread hole and one mouse hoe/set to grade	33	EA	$340.00	$11,220.00
7	St Augustine Sod	TBD	SF	$0.70	$0.70
8	Concrete for driveways 4000 psi, 5" thick	TBD	SY	$165.00	$165.00
9	Cap off all old service taps at the main	33	EA	$947.00	$31,251.00
				Base Bid Total (Items 1 thru 9)	$113,362.70
				10% Contingency of Base Bid	$11,336.27
				Grand Total (Base Bid + Contingency)	$124,698.97

Submitted by: Gruhn May, Inc
Date: 3/20/2025
Corrected 10/13/25
Gordon Gruhn

ts

RESOLUTION NO. 25-31

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE REPLACEMENT OF THE WATER SERVICES ON GARDEN LANE; 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 Capital Improvement Project PU2512 involves replacing the poly water services on Garden Lane and the 300 Block of 20th Street; and

WHEREAS, services in that area are prone to breakage due to age, materials and environmental factors; and

WHEREAS, Staff received 2 quotes from the City utilized underground utility contractors The Kenton Group, Inc., DBA Baldwin's Quality Plumbing, and Gruhn May, Inc.; and

WHEREAS, Gruhn May, Inc. returned the lowest quote to provide the labor, equipment and materials to replace the old poly services in the amount of $91,364.57; and

WHEREAS, sufficient funds are available in the Public Utilities Fund for Project PU2512 in account 400-5504-533-6300, in the amount of $275,000.

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

Section 1. The City Commission hereby appropriates funds from City's Public Utilities Fund 400-5504-533-6300 for the replacement of the water services on Garden Lane.

Section 2. 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 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 14th day of April, 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
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Resolution No. 25-91, adopting a revised Public Records Request Policy

SUBMITTED BY: Donna L. Bartle, City Clerk DLB

TODAY'S DATE October 24, 2025

MEETING DATE: October 27, 2025

BACKGROUND: The City has been working with a consultant, Matt Daugherty, Executive Vice-President of SML, Inc. to develop a Comprehensive Records Management Plan, including associated policies and procedures. Although the City presently has a public records request policy in place, an updated policy is recommended to align with best practices and ensure consistency across departments.

In preparation for the upcoming staff training scheduled for November 13, 2025, we are requesting approval of Resolution No. 25-91, adopting a revised Public Records Request Policy, as detailed in Exhibit A, to be effective January 1, 2026.

It is important to note that the City of Atlantic Beach Police Department (ABPD) operates as a separate "agency" and, as such, is excluded from this policy.

BUDGET: No funds are required to adopt the policy.

RECOMMENDATION: Approval of Resolution No. 25-91

ATTACHMENT: Resolution No. 25-91 with Exhibit A
Current Public Records Request Policy

REVIEWED BY CITY MANAGER: WJ

RESOLUTION NO. 25-91

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ADOPTING A REVISED PUBLIC RECORDS REQUEST POLICY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, responding to a public records request is an important governmental service; and

WHEREAS, the City of Atlantic Beach is committed to providing a high level of service, in an open and transparent setting to assist the public in their right to inspect and obtain copies of City records, in accordance with Florida law; and

WHEREAS, information and procedures are necessary to carry out the City's powers and responsibilities, the City Commission, wishes to adopt a revised Public Records Request Policy.

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

SECTION 1. The City Commission hereby adopts the revised Public Records Request Policy as set forth in Exhibit A, attached hereto and made a part hereof.

SECTION 2. In the event of any conflict between the provision of this resolution and any other resolution or portions thereof, the provisions of this resolution shall prevail to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this Resolution is held invalid, unconstitutional, or unenforceable, the remainder of the resolution, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SECTION 4. This Resolution shall take effect on January 1, 2026.

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

CITY OF ATLANTIC BEACH
PUBLIC RECORDS REQUEST POLICY

I. PURPOSE

The purpose of this Policy is to provide information and procedures necessary to process public records requests, excluding police records, in a uniform and timely manner. The City of Atlantic Beach ("City") is committed to providing a high level of service in an open, transparent setting to assist the public in their right to inspect and obtain copies of City records.

II. SCOPE

This Policy shall apply to all City of Atlantic Beach employees, board/committee members, and officials; however, this policy is not applicable to requests for Police Records. All City employees and officials should understand that responding to a public records request is a governmental service and there is a responsibility to act accordingly.

III. STATEMENT OF POLICY

It is the policy of the City of Atlantic Beach to abide by the requirements of Article 1, Section 24, Florida Constitution and Chapters 119 & 286, Florida Statute, and permit Public Records to be inspected and/or copied by any person, at any reasonable time, under reasonable conditions, and under supervision by the Custodian of the Public Record.

IV. DEFINITIONS

A. **Actual Cost of Duplication:** The cost of the material and supplies used to duplicate the public record. This does not include "special service charge".

B. **Custodian of the Public Record**: The elected or appointed state, county, or municipal officer charged with the responsibility of maintaining the office having public records, or his or her designee. Custodianship of public records is the responsibility of all employees having supervision and control over agency records or the legal responsibility for the care, keeping, or guardianship of said records.

C. **Exemption**: A provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to the access requirements of s. 119.07(1), s. 286.011, Florida Statutes or s. 24, Art. I, Florida Constitution.

D. **Extensive** shall mean requests for Public Records that require thirty (30) minutes or more to process including the time it takes to locate; retrieve; review for statutorily exempt or confidential/exempt information; redact; prepare, copy, re-file, and/or supervise the inspection of the requested records.

E. **Fees:** Florida Statutes, § 119.07(4)(d) provides "If the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information

technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical or supervisory assistance required, or both."

The City of Atlantic Beach establishes its fees and charges by ordinance. (Refer to City Code Sec. 2-368. - Fees and charges.)

F. **Public Records** means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other material, regardless of physical form or characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Format, media type or duplication does not affect the public record status of information created or received by a public agency.

G. **Readily-Available Documents** are those documents identified by the custodian, in coordination with the Department, as being regularly requested and routinely available for distribution to the public.

H. **Reasonable Time**: A reasonable timeframe for processing a request – based on normal operating hours - is dependent upon the volume of records requested and will be determined by the City Clerk or his/her designee.

I. **Redact** means to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt and/or confidential information.

J. **Special Service Charge** shall be reasonable and based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical or supervisory assistance required, or both."

V. GENERAL RULES AND STATUTORY GUIDELINES

A. **Every person** who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record.

B. The right of access only applies to:

(1) those records defined as Public Records pursuant to Chapter 119, Florida Statute, and
(2) existing documents. Florida's Public Records Law does not require the creation of a record that does not already exist in order to respond to a request.

C. Pursuant to Section 119.07(1)(b), Florida Statutes, a custodian of public records or a person having custody of public records may designate another officer or employee of the City to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy public records.

D. At all times, the City will provide safeguards to protect the contents of Public Records from alteration and to prevent disclosure or modification of those portions of Public Records which are exempt, or confidential and exempt, as provided by law.

E. The City may receive a public records request in a variety of formats. A request can be submitted both verbally and in writing.

The City shall **not** require the requestor to…

(1) make the request in writing, except as required by law.
(2) disclose his or her name, address, telephone number or other identifying information to the custodian, except as required by law.
(3) provide a reason or justification for the request.

However, it is permissible to question a requestor about a public record request for clarification purposes to assist in keeping the costs reasonable for the requestor.

F. The city shall provide all requested public records in the format requested if the record is maintained in that format.

G. The city shall acknowledge all requests to inspect or copy public records promptly and in good faith.

H. The city shall make every effort to respond fully to all public records requests within a reasonable period of time as determined by the volume and complexity of the request.

I. Information contained in public records that is exempt or confidential and exempt pursuant to state or federal law, will be redacted prior to release of all requested public records.

(1) If the city contends that all or part of the requested record is exempt from inspection and/or copying, the city shall state the basis for the conclusion that the cited exemption applies to the requested records, including the statutory citation.

(2) If requested, the city shall state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

J. The custodian of public record or his/her designee shall furnish a copy or a certified copy of the record upon payment of authorized fees.

VI. FEES

A. The City establishes its fees by ordinance and in accordance with Section 119.07(4), Florida Statutes.

VII. KEY POSITIONS AND ASSIGNMENTS

A. Primary Agency Custodian (PAC) & Records Management Liaison Officer (RMLO)
The city clerk serves as the City's PAC and RMLO of City records, charged with administering the agency records management program, including overseeing the inspection and copying of public records. Pursuant to s. 119.07(1)(b), F.S., may designate another officer or employee of the agency to permit the inspection and copying of any public record.

B. Public Records Request Coordinator (PRRC) – City Clerk's Office
The PRRC, designated by the City Clerk, will coordinate and oversee the fulfillment of Public Records Requests pursuant to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, Florida's Public Records Law. The PRRC coordinates with management, the PAC/RMLO, and Department Records Coordinators to ensure that all Public Records Requests are fulfilled promptly and accurately.

C. Department Records Coordinators (DRC)
Each department head will designate at least one Records Coordinator and one back-up to work with the City Clerk's Office to ensure department records are timely provided. The City Clerk's Office will maintain a list of designated employees from each department.

a. A Records Coordinator is a department's contact person for the City Clerk's Office related to that department's public records. The Records Coordinator is responsible for working with the City Clerk's Office to ensure the appropriate handling of all public records requested from the department.

b. Each Records Coordinator will use the electronic records request system to track, respond, and coordinate the delivery of requested records. Training will be provided by the City Clerk's Office.

VIII. PROCEDURES

A. Routing/Processing Requests - All public record requests should be processed during the City's normal operating hours of 8:00 a.m. – 5:00 p.m., Monday through Friday (excluding City Observed Holidays).

(1) Requests to City Clerk's Office. The City Clerk's Office will coordinate and monitor the fulfillment of all public records requests it receives. The City Clerk's Office will coordinate with Department Records Coordinators, when needed to respond to a request.

(2) Requests to Employees and Others. All who receives a public records request directly from a requestor must ensure that the request is properly processed.

a. Readily-Available Documents. A readily-available document must be provided upon request. Requests for readily-available documents may be processed by the Department having custody of the requested documents.

b. All Other Public Records. A request for public records that are not readily-available documents must be immediately sent to the City Clerk's Office at a designated email address. The email should include the complete text of the request, the date the request was received, the department involved, and the contact information of the requestor if known. As provided in Section V.E.(2), above, a requestor is not required to provide a name or contact information.

(3) Any subpoenas or litigation discovery requests shall be referred to the City Clerk and coordinated with the City Attorney for processing.

(4) The City Clerk's Office will notify the requestor of the City's receipt of the public records request; coordinate with each applicable DRC to obtain cost and time estimates; notify the requestor of any estimated cost and time frame anticipated to process the request; ask the requestor to accept the estimate and, if applicable, pay the deposit prior to preparing the documents.

B. Extensive Requests - When the nature or volume of public records requested to be inspected, examined, or copied is such as to require *extensive* use of information technology resources or *extensive* clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the actual cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the city.

(1) Excessive shall mean requests for Public Records that require thirty (30) minutes or more to process including the time it takes to locate; retrieve; review for statutorily exempt or confidential/exempt information; redact; prepare, copy, re-file, and/or supervise inspection of the requested records. To comply with this provision and before processing the request, the city shall notify the requestor of the estimated cost to complete the request. The service charge shall be calculated using the hourly wage, including benefits, of the employee performing the service.

(2) Deposit. A request with an estimated cost of more than $50.00 requires a deposit of seventy-five percent (75%) of the estimated cost. The deposit must be paid before the City will begin processing an extensive request.

(3) Additional Costs and Refund. All costs must be paid in full before the City provides the requested records. In cases where deposits are required, any remaining balance from the estimated costs paid will be refunded or any balance will become due prior to release of records.

a. If the estimated fee for duplication and service charge represents an overpayment upon completion of the effort, a refund shall be made to the requestor.

b. If the estimated fee for duplication and service charge represents an underpayment of the effort, the custodian or his/her designee shall notify the requestor and collect the additional balance prior to delivery of the Public Record.

C. Inactivity.

(1) Requests will be considered inactive in the following instances:

a. Where a requestor fails to respond to an estimate, submit payment, or revise their request; or
b. Where a requestor fails to retrieve the completed records request.

(2) The City will close a request after thirty (30) days of no contact from the requestor. The City Clerk's Office will attempt to contact an unresponsive requestor no fewer than two (2) times within the thirty (30) days.

(3) Any deposits or prepayments will be forfeited, and the requestor will be billed for any balance remaining.

D. Failure to Pay. In the event a requestor has failed to pay all fees associated with a previous public record request, the City shall not produce any additional record requests or prepare records for inspection for that specific requestor until the entire balance due to the City is paid in full.

Current Public Records Request Policy

Purpose:

To provide efficient and timely responses to requests for public records where

1. The request is for records that are readily available to the person/department receiving the request.
2. The scope of the request is broad or requires a significant amount of research.
3. The request is for personal information on a City employee.
4. The request is from a city commissioner.

1. Procedure: Where the request is for records that are readily available to the person/department receiving the request

- When a verbal or written request is received for a current record that is in the custody of the department receiving the request, and where the request is such that it can be filled easily and without a significant amount of research, the documents should be copied by the receiving department and provided to the requester in a timely manner.

2. Procedure: Where the scope of the request is broad or requires a significant amount of research

- **If request is sent to the City Clerk:**

(a) The City Clerk will acknowledge receipt of the request and will advise the requesting party that an estimate of the charges and the length of time that will be required to fill the request, is being prepared by the department(s) involved.

(b) A copy of the letter from the requesting party along with the response from the City Clerk will be sent to the supervisor of the department(s) involved with a request that they prepare the above estimates. A copy of this correspondence will be sent to the City Manager.

(c) The estimate of time and charges should be returned to the City Clerk **within five business days**

(d) The City Clerk will then advise the requesting party of the estimate of time and charges and will request prepayment of any orders estimated at $100 or over

(e) When payment is received, the City Clerk will notify the department supervisor and, based on the estimate provided by the department in Item 1 above, the City Clerk will advise the department(s) of the date when the order is expected to be completed.

(f) If a department finds they will be unable to complete the request by the established date, a new due-date should be determined and the City Clerk advised immediately. The City Manager must be copied with all related correspondence, including e-mails.

(g) A cover letter should be included when documents are sent to the requesting party itemizing the documents enclosed, and explaining which requests (if any) could not be filled, and why.

(h) A copy of all correspondence to/from the requesting party should be sent to the City Clerk.

- **If the request is sent to a City Department:**

(a) Send a copy of the request to the City Clerk and then follow procedures (a) through (h)

3. Procedure: where the request is for personal information on a City employee

(a) Forward the request to the Human Resources Department

(b) If the request is for information on a current employee and can be filled easily and without a significant amount of research, the documents should be copied and provided to the requester in a timely manner.

(c) If the request is such that it will require significant research or staff time the Human Resources Department should provide the requesting party with an estimate of the charges and the length of time that will be required to fill the request, and request prepayment of any orders estimated at $100 or over.

(d) When payment is received, the Human Resources should then assemble the requested documents.

4. Procedure: when the request is from a City Commissioner:

(a) If the request is extensive, then normal procedures and costs shall apply as indicated in number 2 above.

(b) If the request is for documents and materials provided to other City boards and committees, they shall be provided without charge.

NOTES:

1. An elected official's fiduciary duties extend to being a keeper of the public trust (i.e., City funds) and using public dollars in a manner that is beneficial to the public.

2. If an elected official is not charged the same as other citizens, that could be considered a violation of Fla.Stat. § 112.313(6), misuse of public position, or possibly some other statute or ethical rule.

3. It may become a policy issue as to how much time and resources a Commissioner should be allowed to require from City staff.

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 25-92 authorizing payment for emergency repairs to the generator at water treatment plant #2

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: October 21, 2025

MEETING DATE: October 27, 2025

BACKGROUND: The 400 kw generator at water treatment plant #2 failed in August, and an emergency generator was brought in. An emergency purchase order was issued to perform the troubleshooting on the generator, and the contractor, Ring Power, returned an estimate for the labor, parts and repairs in the amount of $25,762.00, as shown in the quote no. 145999-2 and inspection reports, dated 9/3/2025.

Rental fees for the emergency generator are nearly $10,000 per month. Staff recommends moving forward with the repairs to the water treatment plant #2 generator.

BUDGET: Public Utilities funds are available in the account 400-5502-533-3400.

RECOMMENDATION: Approve Resolution No. 25-92 in the amount of $25,762.00.

ATTACHMENTS: 1. Resolution No. 25-92
2. Estimate and inspection report from Ring Power

REVIEWED BY CITY MANAGER: _____

ts

RESOLUTION NO. 25-92

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING A PURCHASE ORDER FOR THE REPAIRS OF THE WATER TREATMENT PLANT #2 GENERATOR; IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the generator at water treatment plant #2 failed in August; and

WHEREAS, the generator is considered emergency back up power for 4 high service pumps and 2 well pumps in the event of a power failure at the water plant; and

WHEREAS, the public utilities department requested an emergency purchase order to have a generator contractor troubleshoot the issue; and

WHEREAS, the public utilities department is renting a temporary generator at a cost of nearly $10,000 a month; and

WHEREAS, the contractor, Ring Power, returned an inspection report and estimate for repairs of the generator in the amount of $25,762.00; and

WHEREAS, the city has the funds available in the public utilities water production account 400-5502-533-3400; 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 the City Manager to execute the Purchase Order to Ring Power in the amount of $25,762.00 in accordance with and as necessary to effectuate the provisions of this Resolution.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

ts

Quote No: 145999 - 2

CITY OF ATLANTIC BEACH
ATTN ACCTS PAYABLE CLERK
800 SEMINOLE RD
ATLANTIC BEACH FL
32233-5400

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED,ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
002037	145999	9/3/2025	DAN PITTMAN
PHONE NO.	**FAX NO.**	**EMAIL**	
904-588-4504		dpittman@coab.us	
MODEL	**MAKE**		**SERIAL NO.**
3406	CATERPILLAR		09FF00353
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
400 KW	2040	A186272	

NOTE

CITY OF ATLANTIC BEACH
DAN PITTMAN 904-588-4504
2301 MAYPORT RD ATLANTIC BEACH, FL

****

> THE REPORT A185307, DATED 8-25-2025, STATES THE FOLLOWING REPAIRS NEED TO BE PERFORMED.
****

> PROVIDE A QUALIFIED TECHNICIAN TO PERFORM THE FOLLOWING REPAIRS USING SAFETY AND LOCK OUT, TAG OUT PROCEDURES.
****

> ALL QUOTES APPROVALS NEED TO BE RETURNED TO: GARY.WOLFE@RINGPOWER.COM SO PARTS AND SERVICE CAN BE SCHEDULED AT THE TIME OF APPROVAL.
****

> WORK IS QUOTED TO BE COMPLETED DURING NORMAL WORKING HOURS, 7:30 TO 4 PM UNLESS OTHER TIME ARRANGEMENTS ARE REQUIRED.
****

> ESTIMATED TOTAL DOES NOT INCLUDE APPLICABLE TAXES.
> ENVIRONMENTAL FEES ARE INCLUDED.

****

RECONDITION GENERATOR

		Total Estimated Parts:	0.00
		Total Estimated Labor:	0.00
Item Number	**Description**	**Qty**	**Ext Price**
FOP	ADDITIONAL REPAIRS NEEDED TO GENERATOR END ONCE INSPECTION WAS COMPLETED. AFTER INSPECTION ADDERS: 1. REWIND MAIN STATOR (INSULATION FAILURE/BRITTLE) 2. REPLACE RECTIFIER	1	25,607.00
		Total Estimated Misc:	25,462.00
		Segment 01 Total:	25,462.00
		Total Segments:	25,462.00
ENVIRONMENTAL/MISCELLANEOUS			300.00
SUB TOTAL (BEFORE TAXES)			25,762.00
TOTAL ESTIMATE			25,762.00

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and it's employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: James Mosley Phone: +1-904-466-4712 Email: James.Mosley@RingPower.Com Fax:

JOB SITE: -

-This estimate is made subject to buyer's acceptance within (10) ten days from this date
-All prices are subject to change without notice, and those in effect on date of shipment shall prevail
-Terms are Net 30 Days from receipt of invoice
-Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
-Customer will be contacted should estimate exceed 10%

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. AUTHORITY TO PERFORM REPAIRS It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
   a. Time and Material Work - Ring Power will proceed with the work agreed upon at current labor and parts prices.
   b. Firm Price - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed a upon repair order not covered by a firm written quotation will be billed at current time and material prices
   c. Unforeseen Problems or Additional Repairs. In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.

2. HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK- In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.

3. WARRANTY INFORMATION - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.

4. PAYMENT - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.

5. RISK OF LOSS - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.

6. SEVERABILITY CLAUSE - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.

7. APPLICABLE LAW - This Agreement shall be deemed to be governed by the laws of the State of Florida.

ts

Customer:

RINGPOWER ST AUGUSTINE

500 WORLD COMMERCE PKWY

ST AUGUSTINE, FL 32092

Attention: James Mosley | Gary Wolfe

Gary.Wolf@ringpower.com | James.Mosley@RingPower.com

Vendor Job Number: 211234

Purchase Order #

400KW CAT GEN

Nameplate Data:
HP/KVA: 400KW
SYNC RPM: 1800
MFG: CAT
SERIAL #: 9FF00353
MOTOR ID: AR# 9Y-0437
9Y-0379

Special Instructions:
INSPECT AND ADVISE.

Note: Unit was extremely weathered upon inspection.

As Found Condition:
Disassembled & inspected, found low meggs on main stator & main rotor also bad rectifier & worn bearings. Cleaned and backed electrical windings, the main stator windings meggs dropped back off and won't hold. Insulation is extremely brittle and worn, it crumbles in to the touch. See pictures 22,23,24,25 and 27 of main stator windings.
Recondition all electrical parts.

AFTER INSPECTION:

1. Rewind Main stator (Insulation failure/brittle)
2. Replace Rectifier
3. Clean & Bake
4. Dip and Bake Windings
5. Dynamic Balance Rotor
6. Replace Bearing
7. Assembly, Test, Paint

Possible causes of Failure:
Insulation failure on Main Stator windings, bad rectifier & worn bearings.

Please review the pictures below

Picture 1:



Picture 3:



Picture 2:



Picture 4:



Please review the pictures below (cont.)

Picture 5:



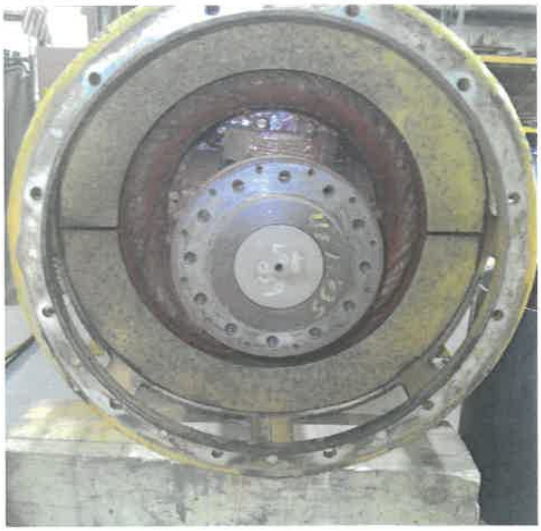
Picture 7:



Picture 6:



Picture 8:



Please review the pictures below (cont.)

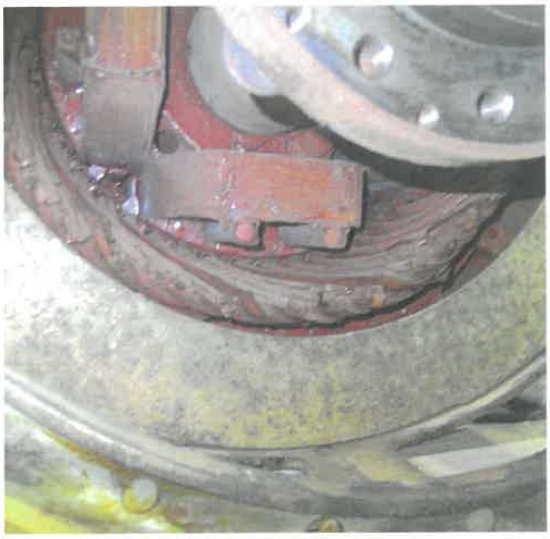
Picture 9:



Picture 11:



Picture 10:



Picture 12:



Please review the pictures below (cont.)

Picture 13:



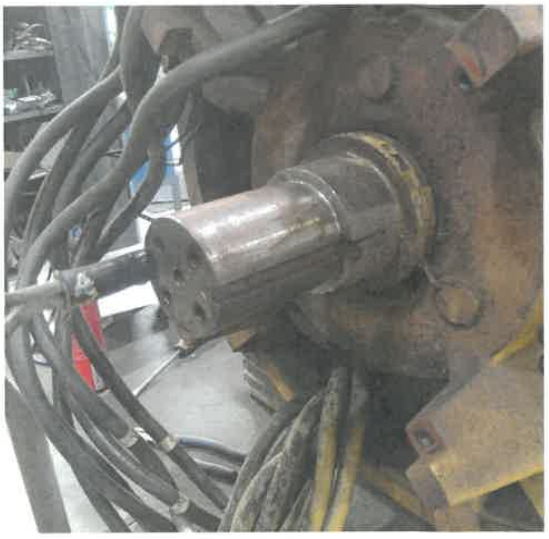
Picture 15:



Picture 14:



Picture 16:



Please review the pictures below (cont.)

Picture 17:



Picture 19:



Picture 18:



Picture 20:



Please review the pictures below (cont.)

Picture 21:



Picture 22:



Picture 23:



Picture 24:



Please review the pictures below (cont.)

Picture 25:



Picture 27:



Picture 26:



Picture 28:



CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 25-93 to authorize the City to contract with Gruhn May, Inc. to complete the East Coast Drive Emergency Orangeburg Pipe Replacement Project

SUBMITTED BY: Rick Carper, Interim Director of Public Works

TODAY'S DATE: October 23, 2025

MEETING DATE: October 27, 2025

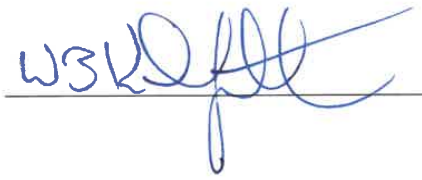
BACKGROUND: City staff were alerted to a sinkhole that had formed on the 1300 block of East Coast Drive. After further inspection, it was determined that the 10-inch Orangeburg pipe in the area has collapsed and needs to be replaced. The City has an existing contract for Utility Contractor Services (Bid No. 2021-04) with Gruhn May, Inc., who provided an estimate for repairs.

The estimate includes replacing approximately 220 linear feet of Orangeburg pipe with 10-inch PVC piping, driveway replacement, and sod restoration for $37,739.50.

BUDGET: The total cost of the project can be funded from the Stormwater Drainage Fund account #470-0000-538.34-00. There is currently $436,966.08 budgeted in this account for FY2026.

RECOMMENDATION: Approve Resolution 25-93 and authorize the City to contract with Gruhn May, Inc. to complete the East Coast Drive Emergency Orangeburg Pipe Replacement Project in the amount of $37,739.50 and authorize the City Manager to execute the contract.

ATTACHMENTS: Resolution 25-93
Gruhn May, Inc. Proposal dated October 23, 2025

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 25-93

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE EAST COAST DRIVE EMERGENCY ORANGEBURG PIPE REPLACEMENT 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 were alerted to a sinkhole that had formed on the 1300 block of East Coast Drive. After further inspection, it was determined that the 10-inch Orangeburg pipe in the area has collapsed and needs to be replaced; and

WHEREAS, the City has an existing contract for Utility Contractor Services (Bid No. 2021-04) with Gruhn May, Inc., who provided an estimate for repairs; and

WHEREAS, the estimate includes replacing approximately 220 linear feet of Orangeburg pipe with 10-inch PVC piping, driveway replacement, and sod restoration for $37,739.50; and

WHEREAS, the total cost of the project can be funded from the Stormwater Drainage Fund account #470-0000-538.34-00 where there is currently $436,966.08 budgeted in this account for FY2026; 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 East Coast Drive Orangeburg Pipe Replacement Project;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Gruhn May, Inc. and approve a Purchase Order to said vendor in the amount of $37,739.50;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 27th day of October, 2025.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Gruhn May, Inc.

6897 Philips Parkway Dr. North
Jacksonville, Florida 32256
(904) 262-9544 Fax 268-0679

Job Name: 1313 East Coast Storm Drain
A.B. PO # Pending
G.M. Job # Estimate
Attention Matt Krug

Date of Completion:

Item Description	Qty.	UM	Unit Cost	Material
10" SDR35	220	lf	$19.50	$4,290.00
grout	2	ls	$148.20	$296.40
#57 (COAB)	5	cy	$0.00	$0.00
concrete	5	cy	$447.20	$2,236.00
sod	1800	sf	$0.98	$1,755.00
fast plug	4	ea	$70.20	$280.80
filter fabric	1	ls	$417.30	$417.30
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Material Total				**$9,275.50**

Equipment	Hours	Rate	Total
backhoe	32	$40.00	$1,280.00
dump truck	32	$45.00	$1,440.00
		$0.00	$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Equip. Total			**$2,720.00**
Labor			
Regular	60	$350.00	$21,000.00
Overtime			$0.00
Labor Total			**$21,000.00**
Subcontractor			$0.00
Sub total			**$23,720.00**

Matt, this is for replacing +/-200lf of the orangeburg with 10" PVC to include connections to the existing inlets on each end and the removal and replacment of the driveway at 1313 and the restoration of the sod.

Category Totals	
Material	$9,275.50
Labor	$21,000.00
Equipment	$2,720.00
Sub.	$0.00
Overhead 20%*L&E	$4,744.00
Mobilization	$0.00
Grand Total	**$37,739.50**

State License CUCO43134

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 95-25-127 amending Chapter 18- Solicitations, Section 18-1 Definitions to modify existing definitions; Section 18-2, Permits, registration and fingerprinting required to require Duval County Clerk of Courts permit prior to submission; Section 18-8, Exceptions; Section 18-9, Penalties to clarify this process; providing for purpose and intent; providing for conflict; providing for codification; providing for severability; and providing an effective date.

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: October 15, 2025

MEETING DATE: October 27, 2025

BACKGROUND: Staff recommends amending the City's solicitation ordinance to streamline the permitting process and improve regulatory compliance. The current ordinance requires applicants to undergo a background check and be fingerprinted; however, the Police Department does not have the capability to perform fingerprinting, creating challenges in enforcing this requirement.

The proposed amendment aligns the City's process with Florida Statute 501.022, which mandates that all solicitors obtain a solicitation permit through their local Clerk of Court. This state-mandated process includes comprehensive requirements, such as background checks and fingerprinting.

Additionally, to promote greater accountability for tree-related solicitation, staff recommends requiring solicitors to obtain the City's Verified Tree Service Certification. This ensures that tree service providers are knowledgeable of and compliant with the City's tree protection regulations outlined in Chapter 23 of the City Code.

These proposed amendments have been reviewed by the Police Department and other relevant City departments to ensure consistency with existing regulations and feasibility of implementation.

This ordinance was approved by the City Commission on first reading on October 13, 2025.

BUDGET: None

RECOMMENDATION: Approve Ordinance No. 95-25-127 on second and final reading.

ATTACHMENT(S): Ordinance No. 95-25-127
Exhibit A
Business Impact Statement

REVIEWED BY CITY MANAGER: Kevin Hogancamp /for

ORDINANCE NO. 95-25-127

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 18 of the Code of Ordinances for the City of Atlantic Beach provides for the regulations for door-to-door solicitations in the city; and

WHEREAS, the City seeks to clarify the regulations and require applicants to obtain and submit the approved Duval Clerk of Courts soliciting applications as required by Florida State Statutes 501.022; and

WHEREAS, the City desires to require all tree-related solicitations to first obtain verification under the City of Atlantic Beach Tree Service Statute before applying for a permit; and

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

SECTION 1. Regulation Amended. Chapter 18 Solicitation, of the City of Atlantic Beach, Florida, Code of Ordinances is hereby revised, as more fully set forth and described in Exhibit A, attached hereto and made part hereof, and hereby adopted to read as shown in Exhibit A.

SECTION 2. Purpose and Intent. The purpose and intent of this Ordinance is to update the code to clarify and streamline the solicitation permitting process.

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

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

SECTION 5. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the changes to Chapter 18 (exhibit A) into the City's Code of Ordinances. Sections of the Chapter

may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapter 18 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

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

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

ATTEST:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Approved as to form and correctness:

_____

Jason R. Gabriel, Esq.
City Attorney

Exhibit A

Chapter 18 SOLICITATIONS

Sec. 18-1. Definitions.

[The following definitions, when used in this chapter, shall have the meanings ascribed to them in this section, except where context clearly indicates a different meaning:]

Charitable shall mean of or relating to any benevolent, civic, educational, fraternal, philanthropic, religious, humane, patriotic, voluntary health or other eleemosynary activity or cause.

Donation shall mean the act of making a gift or contribution to a charitable activity or cause, including, but not limited to, contributions of clothing, food, money, pledges, property, subscriptions or anything else of value.

Person shall mean any individual, firm, partnership, corporation, company, association, society, organization, trust, group or league.

Solicitation shall mean the door-to-door request, either directly or indirectly, for any donation or contribution, including, but not limited to, any oral, ~~or~~ written request or material designed to hang or be affixed to a door or entry way; the offer or attempt to sell any article, service, publication, advertisement, subscription, membership or other thing; the announcement through the press or other media concerning an appeal, drive or campaign to which the public is requested to make a donation. A solicitation shall be deemed to have taken place when the request is made, whether or not the person making the request receives any donation or makes a sale.

Solicitor shall mean any individual going door-to-door or operating on public property who requests, either directly or indirectly, any donation or contribution, including, but not limited to, any oral ~~or~~ written request or material designed to hang or be affixed to a door or entry way, or any individual who attempts to sell any article, service, publication, advertisement, subscription, membership or other thing.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94)

Sec. 18-2. Permit; registration ~~and fingerprinting~~ required.

Each and every solicitor, before entering into or upon a residential premises or on public property within the city for the purpose of soliciting, shall register with the city manager or designee, obtain a permit, and furnish the city manager or designee with the following:

(1) ~~The name, local and permanent addresses, age, race, weight, height, color of hair and eyes and any other distinguishing physical characteristics of the applicant~~ A valid solicitors permit from the Duval County Clerk of Courts.;

~~(2) The nature or purpose for which solicitations will be made and the nature of the goods, wares or merchandise offered for sale;~~

(32) The name and address and copy of the business tax receipt of the employer or organization represented; and, ~~if any;~~

(34) ~~A statement as to whether the applicant has been convicted of any felony or misdemeanor and, if so, the nature of the offense, when and where convicted and the penalty or punishment assessed therefor;~~ If the service being offered is tree service related copy of verified tree service provider certificate.

(5) The City of Atlantic Beach permit will expire at the same time as the Duval County Clerk of Courts permit.

~~(5) A complete set of fingerprints taken by the chief of police or his designee; and~~

~~(6) Authorization for a criminal background investigation.~~

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-3. Fees.

A fee of thirty-five dollars ($35.00) to cover the cost of investigation of the applicant and processing of the application shall be paid to the city manager or designee when the application is filed and shall not be returnable under any circumstances. In addition to the aforementioned fee, each solicitor shall be required to pay for a solicitor's permit as provided in section 20-59 of the City Code.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-4. Regulations and prohibitions.

(a) While engaged in soliciting in or upon residential premises, each solicitor shall carry and prominently display the permit issued by the city manager or designee which shall contain the name, address and telephone number of the solicitor, as well as the name of the person or organization for whose benefit or on whose behalf the solicitor is acting.

(b) No solicitor shall in any way unlawfully obstruct, delay or interfere with the free movements of any person against that person's will or seek to coerce or physically disturb any other person.

(c) No solicitor shall in any way unlawfully obstruct, delay or interfere with vehicular traffic within the city.

(d) No solicitor shall solicit door-to-door at any residence between the hours of sunset and 9:00 a.m.

(e) No solicitor shall solicit, except under the conditions permitted, if permit required, by section 18-2.

(f) It shall be unlawful to solicit at, nor enter upon, any premises within the city where a "No Solicitation" sign is posted in accordance with the provisions of this subchapter, unless otherwise invited onto the premises for that purpose.

(g) It is unlawful for any person in connection with the planning, conduct or execution of any solicitation to:

(1) Make misrepresentations or misleading statements to the effect that any other person or organization sponsors or endorses such solicitation, approves of its purpose, or is connected therewith, when that person or organization has not given written consent to the use of its name.

(2) Represent that the contribution is for or on behalf of an organization or sponsor or to use any emblem, device or printed matter belonging to or associated with an organization or sponsor, without first being authorized in writing to do so by the organization or sponsor.

(3) Use a name, symbol, emblem, device, service mark or statement so closely related or similar to that used by another organization or sponsor that the use thereof would mislead the public.

(4) Falsely state that the person is a member of or a representative of an organization or sponsor, or falsely state or represent that the person is a member of or represents a law enforcement or emergency service organization.

(5) Misrepresent or mislead anyone by any manner, means, practice or device whatsoever to believe that the person or organization on whose behalf the solicitation or sale is being conducted is a charitable organization or sponsor, or that any of the proceeds of the solicitation or sale will be used for charitable or sponsor purposes, if that is not the fact.

(6) Represent that a charitable organization or sponsor will receive a fixed or estimated percentage of the gross revenue from a solicitation campaign greater than that identified in any filings required under Chapter 496, Florida Statutes, or that a charitable organization or sponsor will receive an actual or estimated dollar amount or percentage per unit of goods or services purchased or used in the charitable or sponsor sales promotion that is greater than that agreed to by the commercial coventurer and the charitable organization or sponsor.

(7) Use or exploit the fact of registration or the filing of any report with any governmental agency so as to lead any person to believe that such registration in any manner constitutes an endorsement or approval by the state.

(8) Make misrepresentations or misleading statements to the effect that a contribution or the display of any sticker, emblem or insignia offered to contributors will entitle such other person to any special treatment by emergency service employees or law enforcement officers in the performance of their official duties.

(9) Solicit contributions from another person or organization while wearing the uniform of an emergency service employee or law enforcement officer, or while on duty as an emergency service employee or law enforcement officer, except where the solicitation is for an organization exempt from federal income tax under s.501(c)(3) of the Internal Revenue Code or except when soliciting contributions to benefit an emergency service employee or law enforcement officer who has been injured in the line of duty or to benefit the family or dependents of an emergency service employee or law enforcement officer who has been killed in the line of duty.

(10) Solicit contributions on behalf of another person or organization using any statement that the failure to make a contribution shall result in a reduced level of law enforcement services being provided to the public or the person solicited.

(11) Employ in any solicitation any device, scheme or artifice to defraud or to obtain a contribution by means of any deception, false pretense, misrepresentation or false promise.

(12) Notify any other person by any means, as part of an advertising scheme or plan, that the other person has won a prize, received an award or has been selected or is eligible to receive anything of value if the other person is required to purchase goods or services, pay any money to participate in or submit to a promotion effort.

(13) Fail to provide complete and timely payment of the proceeds from a solicitation campaign to a charitable organization or sponsor organization.

(14) Fail to apply contributions in a manner substantially consistent with the solicitation.

(15) Fail to identify his professional relationship to the person for whom the solicitation is being made.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-5. Posting of "No Solicitation" sign.

Any person in possession or in charge of any premises within the city who desires to remain undisturbed by the visit of uninvited solicitors may post or place in a conspicuous place near or at the entrance of the premises a sign containing the words "No Solicitation" or a substantially similar message in letters easily read by a person approaching the premises.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94)

Sec. 18-6. Inspection of books and records.

Upon request of the city manager or designee, the holder of a permit shall make available for inspection, by any agent of the city, all books, records and papers pertaining to the registered solicitation at any reasonable time while the permit is in effect or after it has expired.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-7. Revocation.

The city manager or designee shall revoke any permit issued under this article if he or she finds that the permittee has given false information or has knowingly withheld information in obtaining same or upon violation of any portion of this chapter.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-8. Exceptions.

The provisions of subsections 18-2(~~4), (5), and (6),~~ and section 18-3 shall not apply or require a permit for ~~to~~:

(1) Any person who visits any residence or apartment at the request or invitation of the owner or occupant thereof;

(2) Unpaid members of any civic or charitable organization who are registered as such with the city manager or designee and the names of the solicitors have been listed as such members and the organization has provided each person listed with an approved means of identification with the organization represented;

(3) Newsboys soliciting subscriptions to any newspaper for home delivery within the city;

(4) Route deliverymen who make deliveries to regular customers and whose solicitation is only incidental to their regular deliveries;

(5) Solicitors or agents of life or other insurance companies who hold a license issued by the insurance commissioner of the state; and

(6) Any charitable, religious, fraternal, youth, civic, service or other organization when the organization makes occasional sales or engages in fundraising projects when the projects are performed exclusively by the members thereof and when the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth, civic and service activities of the organization.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94; Ord. No. 45-16-22, § 1, 5-23-16)

Sec. 18-9. Penalties.

~~Any person violating any of the provisions of this chapter shall, upon conviction thereof, be subject to a fine not exceeding five hundred dollars ($500.00) or by imprisonment not exceeding ninety (90) days, or both.~~

Any person who violates this code is punishable as provided in Section 1-11 of the Code of Ordinances.

(Ord. No. 95-93-58, § 1, 6-28-93; Ord. No. 95-94-61, § 1, 9-12-94)

Business Impact Estimate Form

CITY OF ATLANTIC BEACH, FLORIDA

Ordinance Title: **AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 18, SOLICITATIONS, SECTION 18-1 DEFINITIONS TO MODIFY EXISTING DEFINITIONS; SECTION 18-2, PERMITS, REGISTRATION AND FINGERPRINTING REQUIRED TO REQUIRE DUVAL COUNTY CLERK OF COURTS PERMIT PRIOR TO SUBMISSION; SECTION 18-8, EXCEPTIONS; SECTION 18-9, PENALTIES TO CLARIFY THIS PROCESS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Ordinance Number: 95-25-127

Date: October 8, 2025

Pursuant to Florida Statute 166.041(4), the City of Atlantic Beach has prepared this Business Impact Estimate for the proposed ordinance described below. This estimate is provided to inform the public and businesses of the potential economic impacts of the proposed ordinance, as required by law.

1. Summary of the Proposed Ordinance (statement of public purpose):

The proposed ordinance serves the public health, safety, morals, and welfare of the City of Atlantic Beach, Florida by:

Clarifying the process through which solicitors apply for a permit, ensuring they have undergone proper vetting and are in full compliance with FSS 501.022. This process is designed to safeguard the community by verifying the legitimacy of solicitors and reducing the risk of fraudulent or unsafe activity.

The ordinance requires proposed solicitors to obtain a permit through Duval Clerk of Courts prior to applying for the city's solicitors permit.

2. Estimated Direct Economic Impact on Private, For-Profit Businesses:

The following estimates outline the direct economic impact of the proposed ordinance on private, for-profit businesses within the [Insert Name of Municipality], as required by Florida Statute 166.041(4)(a)(2).

a. Estimated Direct Compliance Costs

Business will incur the cost of obtaining a permit through the clerk of courts. The city currently has permit fees associated with the current ordinance and these fees are not increasing.

b. Identification of New Charges or Fees

No new charges or fees are proposed.

c. Estimated Municipal Regulatory Costs (including estimated revenues from any new charges or fees to cover such costs)

- The municipality estimates regulatory costs of $1,500] for the issusance of the permit through the building department and enforcement (if needed) through the police department.
- These costs will be offset by the permit fees.

3. Good Faith Estimate of Businesses Likely Impacted

- Approximately 10 businesses are estimated to be impacted, based on previous inquiries for solicitation permits. [

4. Additional Information

- The proposed ordinance does not apply non-profit organizations.

Posted on: agenda packet in the staff report (09.24.25)

Website: https://coab.us/

Note: This Business Impact Estimate is provided in compliance with Florida Statute 166.041(4). Certain ordinances, such as those related to budgets, debt issuance, or compliance with federal or state law, may be exempt from this requirement.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Charter officer FY 2024-25 performance reviews

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

TODAY'S DATE: October 21, 2025

MEETING DATE: October 27, 2025

BACKGROUND: Per Article II, Section 9 of the City Charter, the City Commission "shall perform an annual performance review of the city clerk, city manager and city attorney."

The City Commission members' completed performance reviews of the charter officers are included in the October 27 meeting final agenda packet.

BUDGET: NA

RECOMMENDATION: Accept the city clerk, city manager, and city attorney's FY 2024-25 annual performance reviews.

ATTACHMENTS:
1. Article II, Section 9 of the City Charter
2. Completed Performance Reviews

REVIEWED BY CITY MANAGER: 

Sec. 9. - Powers.

Except as may be otherwise provided in this Charter, all powers of the city and the determination of all matters of policy shall be vested in the city commission. Without limitation of the foregoing, the city commission shall have power to:

(1) Adopt a budget;

(2) Authorize the issuance of bonds, revenue certificates, and other evidences of indebtedness;

(3) Establish or abolish official boards and elect the members thereof as recommended by the mayor;

(4) Adopt and modify the official map of the city;

(5) Regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of a lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, and the location and use of buildings, structures, and land and water for trade, industry, residence or other purposes;

(6) Provide for an independent audit;

(7) Pass ordinances and laws for the preservation of the public peace and order and impose penalties for the violation thereof; provided that the maximum penalty to be imposed shall be a fine of not more than one thousand dollars ($1,000.00) and imprisonment for a period of time not longer than ninety (90) days, or as otherwise provided for by Florida Statutes;

(8) Lease golf courses, hospitals and airports, or any portion thereof, after the city commission has passed an ordinance authorizing any such lease;

(9) Sell golf courses and the public utility system, or any portion thereof, now owned by the city or hereafter acquired by it after the city commission has passed an ordinance that: (a) there is a finding that public welfare no longer requires the operation of any such facility; and (b) the terms of sale of real property within the city limits are stated; and (c) after such ordinance has been submitted to the qualified voters of the city at an election called for that purpose;

(10) Provide rules and regulations for all purchases and sales made for and in behalf of the city;

(11) Appoint, remove and fix the compensation of all officers and employees appointed by the city commission as hereinafter provided; the city commission shall perform an annual performance review of the city clerk, city manager and city attorney;

(12) Exercise any right or authority given or permitted by the Constitution and the laws of the State of Florida to city commissions not inconsistent with the provisions of this Charter.

(13) The mayor pro tempore shall be appointed by the city commission from its members.

(14) Provide for the protection and preservation of parks as follow: Any real property owned by the city which is used principally or held out for use as a public park, shall be used only as a public park; and parks shall not be sold, leased long term, gifted, changed in description or use, or otherwise disposed of; and no structure shall be built in any such park to accommodate activities not customarily associated with park use or outdoor recreation; unless such sale, lease disposal, gift or structure is approved by unanimous vote of the entire city commission.

(Ord. No. 33-15-19, § 1(Exh. A), 5-11-15)

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	William "Bill" Killingsworth
Title	City Manager COAB
Performance Review Period	10/1/24 - 9/30/25
Today's Date	10/17/25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☑ Yes	☐ No

Comments: CM Killingsworth continues to develop his skills & effectiveness in communication, customer service and staff management. Projects started or completed include Marsh Oaks community center, lifeguard station, aquatic gardens stormwater, software updates and others. The police department is fully staffed. A new public works director has been hired.

Areas for improvement: Increase the level of urgency on key initiatives. The current lack of results on securing an RFI to proceed to an RFP for the ILA review is a significant impact to city finances and services due from COJ. Our city must have improved and clear processes for major projects with better engagement and notification to impacted citizens.

Signature

Curtis Ford — 10/17/25
Mayor/Commissioner Printed Name — Date

Curtis Ford — 10/17/25
Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Donna Bartle
Title	City Clerk
Performance Review Period	10/1/24 – 9/30/25
Today's Date	10/17/25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☑ Yes	☐ No

Comments: City Clerk Donna Bartle continues to discharge her office and duties at a high level. She is attentive to detail and is reliable to adhering to process, procedures & laws that govern our city. Minutes are produced timely with accuracy. Public records requests are fulfilled timely and properly. Donna invests her time in continuing education having achieved Master Municipal Clerk (MMC) designation. Donna is a pleasure to work with and cares about doing and delivering excellence.

Signature	
Curtis Ford	10/17/25
Mayor/Commissioner Printed Name	Date
Curtis Ford	10/17/25
Mayor/Commissioner Signature	Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Jason Gabriel
Title	City Attorney
Performance Review Period	10/1/24 - 9/30/25
Today's Date	10/17/25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☑ Yes	☐ No

Comments: City Attorney Gabriel continues to represent and advise our city leadership well. He shows his level of experience on a regular basis with input and guidance on legal issues, construction of ordinances, policy review as needed. Jason is very good on advising and explaining procedural rules in commission meetings. He is a joyful, positive member of the team.

Signature

Curtis Ford — 10/17/25
Mayor/Commissioner Printed Name — Date

Curtis Ford — 10/17/25
Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	William Killingsworth
Title	City Manager
Performance Review Period	October 2024-2025
Today's Date	8 October 2025

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

⊘□ Yes	□ No

Comments:
Mr. Killingsworth leads the City with thoughtful foresight, calm resolution, and effective leadership. He applies his extensive experience in government to achieve the best results for the City through personal connections and understanding of political systems. He is a voice of reason in times of stress and a staunch advocate for our employees. Through him we have acquired extra resources such as grants and partnerships to improve our community.

Signature

Candace Kelly. 8 October 2025

Mayor/Commissioner Printed Name — Date

Candace L Kelly. 8 October 2025

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Donna Bartle
Title	City Clerk
Performance Review Period	October 2024-2025
Today's Date	8 October 2025

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

⊘□ Yes	□ No

Comments:

Ms Bartle consistently performs all her duties faithfully, keeping track of the many City functions and most notably reduced the turnaround time to publish meeting minutes to mere days. In addition, she has earned her designation as Master Municipal Clerk from the International Institute of Municipal Clerks.

Signature

Candace Kelly. — 8 October 2025

Mayor/Commissioner Printed Name — Date

Candace L Kelly — 8 October 2025

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Jason Gabriel
Title	City Attorney
Performance Review Period	October 2024-2025
Today's Date	8 October 2025

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

⦸□ Yes	□ No

Comments:
Mr Gabriel consistently provided accurate guidance and support during Commission meetings and advised the city staff whenever needed to protect the City.

Signature

Mayor/Commissioner Printed Name	Date
Candace Kelly	8 October 2025
Mayor/Commissioner Signature	Date
Candace L Kelly.	8 October 2025

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	BILL KILLINGSWORTH
Title	CITY MANAGER
Performance Review Period	1 OCT 24 - 1 OCT 25
Today's Date	13 OCT 25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☒ Yes	☐ No

Comments:

BILL HAS A TOUGH JOB. HE HAS BEEN VERY SUCCESSFUL AT NAVIGATING CITY GOVERNMENT TO DO WHAT'S RIGHT FOR ATLANTIC BEACH. I REACH OUT TO HIM FOR SAGE COUNCIL HOPE HE STAYS A LONG TIME.

THANKS, BRUCE

Signature

BRUCE BOLE — 13 OCT 25

Mayor/Commissioner Printed Name — Date

[signature] — 13 OCT 25

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	DONNA BARTLE
Title	CITY CLERK
Performance Review Period	1 OCT 24 – 1 OCT 25
Today's Date	13 OCT 25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☒ Yes	☐ No

Comments:

DONNA HAS DONE A SUPERIOR JOB DURING THIS TIMEFRAME. SHE HAS BEEN RESPONSIVE AND PROACTIVE TO INSURE HER OFFICE SUPPORTS THE COMMISSION. THANK YOU DONNA.

Signature

BRUCE BOLE — 13 OCT 25

Mayor/Commissioner Printed Name — Date

[signature] — 13 OCT 25

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	JASON GABRIEL
Title	CITY ATTORNEY
Performance Review Period	1 OCT 24 – 1 OCT 25
Today's Date	13 OCT 25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☒ Yes	☐ No

Comments:

JASON HAS DONE A SOLID JOB THIS REPORTING PERIOD. HE HAS ANSWERED ALL OF MY QUESTIONS AND IS A PROVEN ASSET TO THE CITY OF ATLANTIC BEACH. THANKS FOR YOUR NOT ALWAYS EASY WORK.

Signature

BRUCE BOLE — 13 OCT 25

Mayor/Commissioner Printed Name — Date

13 OCT 25

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Bill Killingsworth
Title	City Manager
Performance Review Period	24/25
Today's Date	10/7/25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☑ Yes	☐ No

Comments: Mr. Killingsworth continues to guide our city staff and overall organization toward a more efficiently run government. He has initiated policy changes (i.e. revisions to the park operations ordinance), streamlined procedures (i.e. the creation of a new position for Parks and Recreation), and implemented new processes to enhance operational efficiency (i.e. reconfiguration of the Public Works and Planning Departments). Over the past year, I have been particularly impressed by Mr. Killingsworth's efforts to increase citizen engagement. These include his participation in a Beaches Watch Town Hall, the launch of the City Manager's monthly newsletter, his partnership with the U.S. Tennis Association of Florida to bring summer youth camps to our city, and his support for the ongoing overhaul of the city's website and online presence.

It is essential that our citizens feel they are at the heart of all city operations. Customer service remains an area of continued growth, beginning and ending with open lines of communication. Through district representation, and by vote, the commission sets the city's vision and priorities each year. In turn, the city manager is responsible for ensuring that this mission is effectively communicated and implemented across all departments under his leadership. It is vital that the city manager instills these standards in his department directors to maintain a healthy balance between bureaucracy and democratic administration (i.e. staff *guidance* during the review of the comprehensive plan and amendments to land development chapters and ordinances). The city manager must continue to set the tone of public service throughout his downline to ensure that our citizens' interests, input, and voices are reflected in all city staff operations.

This year, Mr. Killingsworth has demonstrated strong leadership in managing key city projects. These include securing additional funding to complete the Atlantic Beach Lifeguard Station, visionary planning and construction of the Marsh Oaks Community Center, which will serve as

our city's second City Hall, and overseeing various stormwater initiatives (i.e. Howell Park Ditch Restoration, citywide rotating ditch cleanouts, and improvements in Aquatic Gardens). He also directed department staff to present the upcoming year's budget with clarity, aligning with the city commission's goals. He prepared for potential rollbacks, proposed enhancements viability, and provided thorough explanations of each scenario, all while maintaining fiscal responsibility, as reflected in our healthy city reserves.

As noted last year, Mr. Killingsworth's public administration experience and intergovernmental relationships remain invaluable, particularly as Atlantic Beach prepares to renegotiate outdated contracts with the City of Jacksonville. I look forward to another successful year working alongside Mr. Killingsworth as our city departments and community needs evolve, and as we continue seeking ways to better serve our citizens as unified staff and commission.

Signature

Jessica Ring — 10/7/25

Mayor/Commissioner Printed Name — Date

Jessica Ring — 10/7/25

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Donna Bartle
Title	City Clerk
Performance Review Period	24/25
Today's Date	10/7/25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☑ Yes	☐ No

Comments: The City Clerk's Office has completed another successful year of maintaining accurate, timely, and thorough records for the commission, public input meetings, and citizen boards and committees. Over the past year, the City Commission and the City Clerk's Office collaborated to refine and streamline the community engagement boards and committees. Throughout this process, Ms. Bartle consistently demonstrated a willingness to meet and openly share her ideas and insights. Even with her extensive expertise, Ms. Bartle has continued to pursue professional development within her field, growing in knowledge and skill each year for the betterment of our city operations and citizen welfare. Most recently, she earned the Master Municipal Clerk designation, a reflection of her longstanding dedication to professional growth, leadership, and excellence in municipal service. Additionally, her Deputy City Clerk, Ladayija Nichol, recently achieved certification as a Municipal Clerk, further strengthening the office's capabilities. Ms. Bartle consistently demonstrates responsiveness and patience in addressing concerns, providing exceptional customer service to both the commission and the public. However, not all staff within the City Clerk's Office consistently reflect Ms. Bartle's high standards of care and respectful conduct. This is an area that could benefit from further development. Overall, Ms. Bartle's experience and deep understanding of the city's meeting procedures and compliance standards have significantly contributed to the smooth operation of our city, of which I am grateful.

Signature

Jessica Ring — 10/7/2025

Mayor/Commissioner Printed Name — Date

Jessica Ring — 10/7/2025

Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Jason Gabriel
Title	City Attorney
Performance Review Period	24/25
Today's Date	10/7/25

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

☑ Yes	☐ No

Comments: Over the past year, Mr. Gabriel has consistently provided high-quality legal counsel. He advised the City Commission on the interlocal agreement with the City of Jacksonville, with particular emphasis on the fire services contract. Additionally, he guided city officials and staff through the fire suppression water contract related to 500 Atlantic Blvd in coordination with the City of Neptune Beach. Mr. Gabriel demonstrates a strong commitment to civic engagement, recently participating in the monthly community meeting hosted by the nonprofit organization Beaches Watch at the Jacksonville Beaches Library. He remains readily accessible and communicates effectively with both city staff and the commission.

Signature

Jessica Ring — 10/7/25
Mayor/Commissioner Printed Name — Date

Jessica Ring — 10/7/25
Mayor/Commissioner Signature — Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Bill Killingsworth
Title	City Manager
Performance Review Period	2025
Today's Date	10/10/2025

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

X Yes	☐ No

Comments:

Opportunities for improvement will be discussed directly with the City Manager.

Signature

Thomas Grant
Mayor/Commissioner Printed Name

10/10/25
Date

Thomas Grant
Mayor/Commissioner Signature

10/10/25
Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Donna Bartle
Title	City Clerk
Performance Review Period	2025
Today's Date	10/10/2025

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

X Yes	☐ No

Comments:

Signature

Thomas Grant
Mayor/Commissioner Printed Name

10/10/25
Date

Thomas Grant
Mayor/Commissioner Signature

10/10/25
Date

City of Atlantic Beach
Charter Officers
Annual Performance Review

Charter Officer Information	
Charter Officer Name	Jason Gabriel
Title	City Attorney
Performance Review Period	2025
Today's Date	10/10/2025

Do you find the Charter Officer's performance to have been satisfactory during the performance review period specified above?

X Yes	☐ No

Comments:

Signature

Thomas Grant
Mayor/Commissioner Printed Name

10/10/25
Date

Thomas Grant
Mayor/Commissioner Signature

10/10/25
Date