City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, January 12, 2026 - 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 December 8, 2025. 7 - 12
12-8-25 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

2.A. Wreaths Across America Presentation

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Jan. - Mar. 2026) 13 - 16
90-Day Calendar (Jan. - Mar. 2026)

3.B. Special Magistrate

* 3.C. Alcohol Service Policy (Proposed for Review/Feedback) 17 - 21
Proposed Alcohol Service Policy

* 3.D. Fee Modification and Codification (Proposed for Review/Feedback) 23 - 39
Proposed Fee Modification and Codification Ordinance

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

* 4.A. Next Steps for City Manager Selection (Mayor Ford)

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. 26-02. 41 - 44

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING A MULTI-YEAR AGREEMENT WITH ALLIED UNIVERSAL CORPORATION TO PROVIDE CHLORINE AT A UNIT PRICE OF $2,022.20 PER ONE-TON CONTAINER; 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. 26-02

6.B. Approve Resolution No. 26-04. 45 - 49

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO MULTI-YEAR AGREEMENTS FOR UTILITY CONTRACTOR SERVICES WITH FERREIRA CONSTRUCTION, GPH SERVICES, GRUHN MAY, INC., HAGER CONSTRUCTION, AND THE KENTON GROUP (A.K.A. BALDWIN'S QUALITY PLUMBING); 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. 26-04

6.C. Approve Resolution No. 26-05. 51 - 68

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF $54,931.39 FOR C&L LANDSCAPE, IRRIGATION & BUILDING TO RE-DECK THE TIDE VIEWS PRESERVE NORTH DOCK; 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. 26-05

6.D. Approve Resolution No. 26-06. 69 - 86

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE EXPENDITURE OF $56,060.25 FOR C&L LANDSCAPE, IRRIGATION & BUILDING TO REPAIR THE GAIL BAKER COMMUNITY CENTER DECK; 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. 26-06

6.E. Approve Resolution No. 26-08. 87 - 116

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO DECLARE FOUR VEHICLES AS SURPLUS FOR A TRADE-IN VALUE OF $3,300; AUTHORIZING THE CITY TO PURCHASE TWO NEW 2026 GMC SIERRA PICKUP TRUCKS AT PRICES OF $46,789 AND $46,589, RESPECTIVELY, AFTER THE

TRADE-IN VALUE IS APPLIED; 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. 26-08

6.F. Approve Resolution No. 26-10. 117 - 150
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE JACKSONVILLE SHERIFF'S OFFICE (JSO) TO DESIGNATE JSO'S 911 CENTER AS THE CITY OF ATLANTIC BEACH'S BACK 911 CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-10

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 26-03** 151 - 153
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR ELECTRICAL TROUBLESHOOTING AND REPAIRS WITH LIMBAUGH ELECTRICAL CONTRACTING; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS AND CONTRACTS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-03

8.B. **RESOLUTION NO. 26-07** 155 - 183
A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) PURSUANT TO SECTION 287(g) OF THE IMMIGRATION AND NATIONALITY ACT TO PERMIT DESIGNATED OFFICERS TO PERFORM CERTAIN IMMIGRATION ENFORCEMENT FUNCTIONS; AUTHORIZING ATLANTIC BEACH POLICE DEPARTMENT STAFF TO PARTICIPATE IN AND MANAGE IMPLEMENTATION OF THE PROGRAM; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO EXECUTE CONTRACTS AND DOCUMENTS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-07

* 8.C. **RESOLUTION NO. 26-11** 185 - 189
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING THE DONATION OF A PEACE POLE FROM THE ROTARY CLUB OF JACKSONVILLE-OCEANSIDE; APPROVING ITS INSTALLATION AT JACK RUSSELL PARK; ESTABLISHING CONDITIONS FOR ITS MAINTENANCE AND RELOCATION; AND

PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-11

* 8.D. **RESOLUTION NO. 26-14** 191
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE APPOINTMENT OF DEPUTY CITY MANAGER KEVIN HOGENCAMP AS INTERIM CITY MANAGER; AUTHORIZING CONTINUED SERVICE IN THE CAPACITY OF CITY MANAGER UNTIL THE APPOINTMENT OF A PERMANENT CITY MANAGER; AUTHORIZING AN ADDITIONAL SALARY PERCENTAGE AND MILEAGE ALLOWANCE DURING THE TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-14

9. ACTION ON ORDINANCES

9.A. **ORDINANCE NO. 5-26-73, Public Hearing and Final Reading** 193 - 200
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 14, PLANNING/ZONING/APPEALS, ARTICLE I, SECTION 14-1 REMOVE OUTDATED REFERENCE TO THE COMPREHENSIVE PLAN AND ALLOW FOR AMENDMENTS TO THE COMPREHENSIVE PLAN; ARTICLE II COMMUNITY DEVELOPMENT BOARD, SECTION 14-17, COMPOSITION; QUALIFICATIONS OF MEMBERS; OFFICERS ADDING A SECOND ALTERNATE MEMBER; SECTION 14-18, TERMS OF OFFICE OF MEMBERS; FILLING OF VACANCIES, DELINEATING THE SUCCESSION OF THE ALTERNATE MEMBERS; SECTION 14-19, REMOVAL OF MEMBERS, CLARIFYING THE PROCESS; SECTION 14-24 APPEALS, CHANGING DIRECTOR TO CITY MANAGER OR HIS/HER DESIGNEE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Ordinance No. 5-26-73

10. MISCELLANEOUS BUSINESS

* 10.A. Beaches Town Center Parking Fee

10.B. **Public Hearing - APP25-0007 - Appeal of a decision of the Community Development Board (CDB) for variance ZVAR25-0018 at 136 Oceanforest Drive N**
Request for a variance to to install a generator within the required side yard setback.

10.B1. City Attorney Procedural Reminders

10.B2. Disclosure of Ex Parte Communications, if any

10.B3. Swearing in of all persons who will speak

*	10.B4.	City Staff Overview APP25-0007	201 - 239
	10.B5.	Applicant Presentation	
	10.B6.	Public Comments	
	10.B7.	Closing Comments/Rebuttal	
	10.B8.	Commission Deliberation and Action	

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, December 8, 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)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meeting held on November 24, 2025.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

2.A. Certification Pinning Ceremony for Donna Bartle and Ladayija Nichols

Erin West, Northeast District Director of the Florida Association of City Clerks, presented certifications and pins to DCC Nichols and CC Bartle.

PUBLIC COMMENT

The following speakers provided their comments:

Amanda Napolitano

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Dec. 2025 - Feb. 2026)

DRAFT

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

Additional Updates

- CM Killingsworth requested Commission approval to grant city employees December 26 off. The Commission reached ***CONSENSUS*** to approve the request. Mayor Ford noted that the approval was intended as a one-time occurrence.
- CM Killingsworth and Mayor Ford provided an update regarding parking fees at Beaches Town Center following a meeting with Neptune Beach officials. The discussion addressed concerns related to the recently implemented parking fees. Neptune Beach agreed to implement a holiday rate structure through at least January, consisting of $2.50 per hour from 10:00 a.m. to 5:00 p.m. and $5.00 per hour from 5:00 p.m. to midnight. Staff from both municipalities are working to revise the interlocal agreement to improve communication moving forward. The Commission discussed potential resident parking reciprocity between the two beaches and expressed concerns regarding the nighttime rate. The Commission agreed to continue the discussion at a future meeting.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Congratulated CC Bartle and DCC Nichols on their certifications.

Commissioner Grant

- Requested an update on the water treatment plant odor issue. CM Killingsworth reported that the City had completed most items required under its compliance agreement with Jacksonville and was implementing additional measures beyond the agreement, including installation of an odor-neutralizing device.

Commissioner Kelly

- Requested status updates on Marsh Oaks facility programming and the parks master plan. CM Killingsworth reported that discussions were underway with a veterans group and a senior group regarding potential use of the facility. He further noted that work on updating the parks master plan had not yet begun and that the matter would be discussed with staff.
- Announced that wreaths would be placed at Main Street Cemetery on Saturday, December 6, 2025.

Commissioner Ring

- Reminded residents of the holiday toy drive for children ages 12 and under, with unwrapped toys being accepted at City Hall and the Police Department.

Mayor Ford

- Commended staff and volunteers for the successful tree lighting ceremony.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.A. Approve Resolution No. 25-106.

DRAFT

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO TRADE IN THE 2018 VAC-CON VACUUM TRUCK FOR $125,000 AND PURCHASE A 2026 GAPVAX VACUUM TRUCK FOR AN ADDITIONAL AMOUNT OF $475,134.87 FROM EVERVAC EQUIPMENT LLC; 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.

6.B. Approve Resolution No. 25-109.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PUBLIC UTILITIES DEPARTMENT TO DISPOSE OF TRUCK PU42 AS A TRADE IN VEHICLE, AND PURCHASE A NEW TRUCK; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

6.C. Approve Resolution No. 25-111.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING PURCHASE AND INSTALLATION OF A REPLACEMENT GENERATOR FOR THE LAKESIDE LIFT STATION IN THE AMOUNT OF $47,970 FROM GENERAC; 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.

6.D. Approve Resolution No. 25-112.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE DECOMMISSIONING AND DONATION OR SALE OF SURPLUS LICENSE PLATE RECOGNITION (LPR) EQUIPMENT; PROVIDING FOR COMPLIANCE WITH GRANT CONDITIONS DESIGNATING THE POLICE DEPARTMENT TO ADMINISTER TRANSFER OR DISPOSAL; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution (Nos.) 25-106, 25-109, 25-111, and 25-112.

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.

DRAFT

7. COMMITTEE REPORTS

7.A. Environmental Stewardship Committee (ESC)

Sarah Boren, ESC Chair, and Dan Giovannucci, ESC Member, provided a presentation as outlined in the agenda packet and responded to questions from the Commission. The ESC requested Commission direction regarding scheduling a joint workshop in March 2026, clarification on the definition of priority items, authorization to bring forward discrete funding requests from the Tree Fund outside of the February workshop, and input on the content and timing of the State of the Canopy report.

The Commission agreed to allow the ESC to bring forward discrete funding requests rather than waiting for the February workshop. CM Killingsworth suggested January 2027 as the target date for the first State of the Canopy report in order to avoid potential conflicts with the budget process.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 25-110

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A REPLACEMENT GENERATOR FOR WELL #2R IN THE AMOUNT OF $79,435 FROM GENERAC; 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.) 25-110.

Motion: Bruce Bole
Second: Candace Kelly

Discussion ensued.

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

Motion passed 5 to 0.

9. ACTION ON ORDINANCES

9.A. ORDINANCE NO. 5-26-73, Introduction and First Reading

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 14, PLANNING/ZONING/APPEALS, ARTICLE I, SECTION 14-1 REMOVE

DRAFT

OUTDATED REFERENCE TO THE COMPREHENSIVE PLAN AND ALLOW FOR AMENDMENTS TO THE COMPREHENSIVE PLAN; ARTICLE II COMMUNITY DEVELOPMENT BOARD, SECTION 14-17, COMPOSITION; QUALIFICATIONS OF MEMBERS; OFFICERS ADDING A SECOND ALTERNATE MEMBER; SECTION 14-18, TERMS OF OFFICE OF MEMBERS; FILLING OF VACANCIES, DELINEATING THE SUCCESSION OF THE ALTERNATE MEMBERS; SECTION 14-19, REMOVAL OF MEMBERS, CLARIFYING THE PROCESS; SECTION 14-24 APPEALS, CHANGING DIRECTOR TO CITY MANAGER OR HIS/HER DESIGNEE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve (Ordinance) No. 5-26-73 on first reading.

Motion: Bruce Bole
Second: Candace Kelly

Discussion ensued.

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

Motion passed 5 to 0.

10. MISCELLANEOUS BUSINESS

None.

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

CA Gabriel

- Wished everyone Merry Christmas and Happy New Year.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Expressed support for the Navy in the Army–Navy football game.

Commissioner Grant

- Congratulated CC Bartle and DCC Nichols on their certifications.
- Extended holiday well wishes.

Commissioner Ring

- congratulated CC Bartle and DCC Nichols on their certifications.
- Extended holiday well wishes.

CM Killingsworth

DRAFT

- Extended holiday well wishes.
- Announced he would be out of the office on Thursday and Friday.

Mayor Ford

- Congratulated CC Bartle and DCC Nichols on their certifications and thanked them for their continued professional development.

13. ADJOURNMENT

The meeting adjourned at 7:22 PM.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

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: December 31, 2025

MEETING DATE: January 12, 2026

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

Please note that the 2026 town hall meetings have been scheduled for:

- Saturday, January 24 at Jordan Community Center
- Saturday, April 18 in the Commission Chamber
- Saturday, July 18 at Gail Baker Community Center
- Saturday, October 17 at the Adele Grage Cultural Center

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for January 2026-March 2026 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (January 2026-March 2026)

REVIEWED BY CITY MANAGER: 

CITY COMMISSION

January 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 City Offices Closed New Year's Day	2	3
4 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	5	6	7	8 Code Enforcement Special Magistrate 2 pm	9 Brush Up Paint Class 6 pm (Adele Grage)	10
11 Farmers Market 10 am-2 pm (Russell Park)	12 City Commission 6:00 pm (Invoc-Ford)	13 Arts, Recreation, Culture Committee 6 pm	14 Environmental Stewardship Cmte. 6 pm	15	16 Arbor Day	17
18 Farmers Market 10 am-2 pm (Russell Park)	19 City Offices Closed Martin Luther King Jr. Day	20 Community Development Board 6 pm	21	22	23	24 Town Hall Meeting 10 am (Jordan Park)
25 Farmers Market 10 am-2 pm (Russell Park)	26 City Commission 6:00 pm (Invoc-Bole)	27	28 Environmental Stewardship Cmte. 6 pm	29	30	31

CITY COMMISSION

February 2026

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	2	3	4	5	6 Blood Drive Noon-5pm	7
8 Farmers Market 10 am-2 pm (Russell Park)	9 City Commission 6:00 pm (Invoc-Grant)	10 Arts, Recreation, Culture Committee 6 pm	11 Environmental Stewardship Cmte. 6 pm	12	13	14
15 Farmers Market 10 am-2 pm (Russell Park)	16 City Offices Closed President's Day	17 Community Development Board 6 pm	18	29	20	21
22 Farmers Market 10 am-2 pm (Russell Park)	23 City Commission 6:00 pm (Invoc-Kelly)	24	25 Environmental Stewardship Cmte. 6 pm	26 Pension Boards 6 pm	27	28

CITY COMMISSION

March 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4 Code Enforcement Special Magistrate 2 pm	5	6	7
8 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	9 City Commission 6:00 pm (Invoc-Ring)	10 Arts, Recreation, Culture Committee 6 pm	11 Environmental Stewardship Cmte. 6 pm	12	13 Brush Up Paint Class 6 pm (Adele Grage)	14 Wild Wonders 11 am (Dutton Island Preserve)
15 Farmers Market 10 am-2 pm (Russell Park)	16	17 Community Development Board 6 pm	18	19	20	21 Wild Wonders 11 am (Dutton Island Preserve)
22 Farmers Market 10 am-2 pm (Russell Park)	23 City Commission 6:00 pm (Invoc-Ford)	24	25 Environmental Stewardship Cmte. 6 pm	26	27	28
29 Farmers Market 10 am-2 pm (Russell Park)	30	31				

CITY OF ATLANTIC BEACH
CITY COMMISSION
STAFF REPORT

AGENDA ITEM: Review of a proposed alcohol service policy for City-sponsored events and activities.

TODAY'S DATE: Jan. 7. 2026

MEETING DATE: Jan. 12, 2026

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

SUMMARY: The City Manager is authorized by City Ordinance to approve the consumption of beer and wine at up to four (4) City-sanctioned events per calendar year. While this authority is in place, a formal, comprehensive policy outlining operational guidelines, safety protocols, and compliance standards for alcohol service at events and other activities is necessary to ensure consistency and minimize risks.

It is staff's aim for this policy to provide the necessary framework to manage alcohol service responsibly at all covered events, ranging from large festivals and concerts to smaller recurring activities like monthly art receptions.

The proposed "Alcohol Service Policy for City-Sponsored Events and Activities" is built upon the General Principles of Safety First, Legal Compliance, and Responsible Service. The key operational provisions include:

Policy Area	Specific Guideline	Rationale
Scope	Applies to all City-funded, organized, or sanctioned events/activities on City property (up to four (4) per year per Ordinance).	Ensures uniform standards across all applicable City events.
Alcohol Type	Per City Ordinance, only beer and wine may be served. Hard liquor is prohibited.	Maintains current regulatory limits and promotes lower-risk service.
Vendor Requirement	Alcohol service must be provided by a third-party vendor possessing all necessary state/local operating licenses (including DBPR temporary permits/caterer license).	Shifts licensing and service liability to a professional, licensed entity.
Insurance	Vendor must provide a Certificate of General Liability Insurance listing the City of Atlantic Beach as an Additional Insured.	Protects the City's financial interests and mitigates risk.

Policy Area	Specific Guideline	Rationale
Service Standards	Service must end no later than 11 p.m. All servers must be T.I.P.S. or R.A.M.P. equivalent certified.	Sets clear time limits and ensures professional, trained personnel are handling service.
Service Limits	Servers must check ID (valid government-issued photo ID) and limit sales to no more than one (1) drink per person per transaction.	Promotes responsible consumption and aids in monitoring intoxication.
Intoxication/Refusal	Servers are required to refuse service to intoxicated individuals and observe patrons for signs of impairment.	Core responsibility under state law and safety principle.
Designated Area	Alcohol consumption area must be fenced in, clearly marked, with "No alcohol past this point" signage, and monitored at entry/exit points.	Enforces open container laws and prevents alcohol from circulating outside the designated zone.
Safety/Monitoring	At least one police officer will be present at any event where alcohol is served. City staff and vendors will monitor and report violations immediately.	Ensures robust enforcement and immediate response to policy violations or disruptive behavior.
Hydration	Free potable water must be readily and visibly available within the designated consumption area.	Addresses public health and safety by promoting hydration alongside alcohol consumption.

This policy would establish clear, comprehensive, and standardized guidelines for the safe and responsible service of alcohol at events and activities held on City property, which are funded, organized, or officially sanctioned by the City. This action will provide City staff with the necessary clear guidance to manage City events safely, responsibly, and in full compliance with all applicable laws.

Further, the policy adheres strictly to the existing City Ordinance limiting alcohol service to four (4) annual events and restricting service to only beer and wine. By mandating licensed vendors and requiring the City to be listed as an additional insured party, the policy strengthens the City's legal position and compliance with State regulations (e.g., DBPR licensing).

BUDGET: Adopting the policy would not have a direct fiscal impact. Any costs related to enforcement (e.g., police presence) or providing non-alcoholic options may be incorporated into

the overall event budget, which is approved separately. Requiring the vendor to bear the cost of licensing and liability insurance helps control City expenses.

RECOMMENDATION: Review and provide feedback/direction to staff for future consideration of approval via resolution.

ATTACHMENT: Draft Alcohol Service Policy for City-sponsored events

CITY MANAGER: 

EXHIBIT A

Alcohol Service Policy for City-Sponsored Events and Activities

I. Purpose:

This policy establishes guidelines for the responsible service of alcohol at events and activities funded, organized, or otherwise officially sanctioned by the City, and held on City property. The goal is to promote a safe and enjoyable environment for all attendees while minimizing potential risks associated with alcohol consumption.

II. Scope:

Per City ordinance, the City Manager may approve beer and wine consumption at up to four events in any one calendar year. This policy applies to all events funded, organized, or officially sanctioned by the City, and held on City property where alcohol is served, including but not limited to:

- Festivals and fairs
- Concerts and other entertainment events
- Sporting events
- Special events and ceremonies

Additionally, the City routinely hosts activities such as monthly art receptions. These activities also are covered under this policy.

III. General Principles:

- **Safety First:** The primary concern is the safety and well-being of all attendees.
- **Legal Compliance:** All alcohol service must comply with applicable federal, state, and local laws and regulations.
- **Responsible Service:** The City will promote responsible alcohol service through training, monitoring, and enforcement.
- **Age Restrictions:** Alcohol will not be served to individuals under the legal drinking age.
- **Designated Driver Programs:** The City will encourage and support designated driver programs.
- **Public Health:** The City will strive to minimize public health risks associated with excessive alcohol consumption.

IV. Specific Guidelines:

- **Licensing and Insurance:**
  - The City will partner with a third-party vendor to provide alcohol for events and activities.
  - The third-party vendor must possess all **necessary state and local operating licenses, including the** temporary alcohol permit or caterer license as required by the Department of Business and Professional Regulation (DBPR)

- A certificate of general liability insurance will be required that lists the City of Atlantic Beach as additional insured

- **Service Standards:**
  - Per City ordinance, only beer and wine may be served. No hard liquor is allowed.
  - Service must end no later than 11 p.m.
  - Only **certified** (e.g., T.I.P.S. or R.A.M.P. equivalent) in responsible alcohol service training working for the vendor will be permitted to serve alcohol.
  - Servers will be instructed to:
    - Check identification to verify age. **Acceptable forms of identification** are valid government-issued photo IDs like a driver's license, passport, or military ID).
    - Refuse service to intoxicated individuals.
    - Limit the sale of alcoholic beverages to no more than one (1) drink per person per transaction.
    - Observe patrons for signs of intoxication.
- **Monitoring and Enforcement:**
  - City staff, volunteers, and the vendor will monitor alcohol service throughout the event or activity and immediately report policy violations, over-intoxication, or disruptive behavior to the on-site Police Officer/City staff.
  - At least one police officer will be present at any event or activity including alcohol.
  - Violations of this policy may result in fines and penalties as permitted by law.
- **Designated Areas:**
  - The alcohol consumption area will be fenced in and clearly marked.
  - "No alcohol past this point" signs will be located at entry and exit points. A designated staff member or volunteer will be stationed at these points to ensure alcohol does not leave the marked consumption area.
- **Non-Alcoholic Beverages:**
  - Free potable water must be readily and visibly available within the designated consumption area.

VI. Review and Updates:

- This policy is subject to update by the City Manager to ensure its effectiveness and compliance with changing laws and regulations.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Discussion regarding draft Ordinance No. 5-26-74, modifying Chapters 2, 6 and 7, and creating a new Article in Chapter 2 for the purpose of moving city fees into one chapter.

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director, and Donna Bartle, MMC, City Clerk

TODAY'S DATE: December 30, 2025

MEETING DATE: January 12, 2026

BACKGROUND: The City of Atlantic Beach Code of Ordinances currently contains fees and charges that are dispersed across multiple chapters and sections. This structure has resulted in administrative inefficiencies and has made it more difficult for staff and the public to easily locate and understand applicable fees.

To improve clarity, transparency, and efficiency, the City seeks to relocate existing fees from various sections of the Code into a single, centralized location within Chapter 2 as those sections are amended and updated. This approach will provide a consistent and streamlined framework for future fee adjustments.

Additionally, several existing fee schedules have not been updated for an extended period. Specifically, the fees and charges related to public records contained in Section 2-368 have not been adjusted since 2002. Staff desires to update these fees to the maximum amounts authorized under Florida Statutes Chapter 119 to ensure compliance with state law and to better recover associated administrative costs.

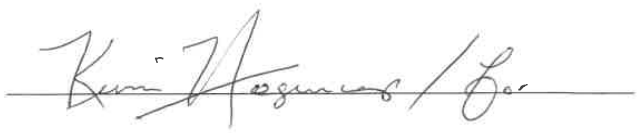
The Building Division fee schedule was last updated in 2009. Over time, the cost of providing building permit reviews, inspections, re-inspections, and administrative services has increased. The current fee structure is no longer sufficient to fully cover the costs associated with these essential functions.

This ordinance does not require a business impact statement.

BUDGET: None

RECOMMENDATION: Review and provide feedback to staff in advance of the ordinance being placed on the agenda for first reading.

ATTACHMENT(S): Draft Ordinance No. 5-26-74
Exhibit A

REVIEWED BY CITY MANAGER: 

ORDINANCE NO. 5-26-74

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, CREATING A NEW ARTICLE IX – CITY FEES, DIVISION I, GENERAL ADMINISTRATIVE FEES, SECTIONS 2-450 THRU 2-499 AND DIVISION II BUILDING CODE FEES, SECTIONS 2-500 THRU 2-519 IN CHAPTER 2 -ADMINISTRATION OF THE ATLANTIC BEACH CODE OF ORDINANCES; THE PURPOSE IS TO MOVE CITY FEES INTO ONE CHAPTER; MODIFYING CHAPTER 6, BUILDING AND BUILDING REGULATIONS, ARTICLE II BUILDING CODE, SECTION 6-26 SCHEDULE OF BUILDING PERMIT FEES; ARTICLE III ELECTRIC CODE, SECTION 6-37 SAME-FEES; ARTICLE IV PLUMBING CODE, SECTION 6-59 SAME – FEES; ARTICLE V MECHANICAL CODE, SECTION 6-77 INSPECTION FEES; CHAPTER 7 – FIRE PREVENTION AND PROTECTION, ARTICLE II – FIRE PREVENTION AND LIFE SAFETY SECTION 7-30 FEES, CHAPTER 2 – ADMINISTRATION, ARTICLE VII – FINANCE, SECTION 2-368 FEES AND CHARGES BY DELETING THE FEES IN THESE SECTIONS AND REFERENCING THE NEW ARTICLE IX IN CHAPTER 2 WHERE THE FEES WILL BE RELOCATED; PROVIDING FOR FINDINGS OF FACT, FOR CODIFICATION, FOR APPLICABILITY, FOR CONFLICT, FOR SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach Code of Ordinances currently contains fees set forth in multiple chapters, which can create confusion and inefficiency in administration and public understanding; and

WHEREAS, the City of Atlantic Beach desires to relocate fees currently set forth in various sections of the Code into a single, centralized location within Chapter 2 as such Code sections are amended and updated; and

WHEREAS, the fees and charges in Sec. 2-368 have not been adjusted since 2002; and

WHEREAS, the City of Atlantic Beach desires to set the fees and charges to provide copies and inspection of public records at the maximum amount authorized in F.S. ch. 119; and

WHEREAS, the building division fees have not been adjusted since 2009; and

WHEREAS, the City of Atlantic Beach acknowledges that the building division fees need to cover the costs for building permit reviews inspections and administrative procedures are no longer sufficient to cover the cost of such functions; and

WHEREAS, the City of Atlantic Beach recognizes that increased or additional new fees are needed to cover the costs of Building Division functions including the review of applications for Building Permits issuance of Building Permits and required inspection and reinspection fees and other related functions that are the responsibility of the Building Division; and

WHEREAS, the City of Atlantic Beach desires to create codes that are clear, concise, and streamlined.

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

SECTION 1. Regulations Amended. The fees found in Chapter 6 Buildings and Building Regulations, Chapter 7 Fire Prevention and Life Safety, and Chapter 2 Administration are being updated and relocated to new sections in Chapter 2 Administration, as more fully set forth and described in Exhibit A, attached hereto and made part hereof, and hereby adopted to read as shown in said Exhibit A.

SECTION 2. Purpose and Intent. The purpose and intent of this Ordinance is to update the Code to clarify and streamline the fees into one area.

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 2 (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 Chapters 2, 6, and 7 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 review and approval.

PASSED by the City Commission on first reading this ___ day of _____, 2026.

PASSED AND DULY ADOPTED by the City Commission on second and final reading and following a public hearing this _____day of _____, 2026.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

PART II - CODE OF ORDINANCES

Chapter 2 - ADMINISTRATION

ARTICLE VII. - FINANCE

DIVISION 4. SERVICE AND USER CHARGES

Sec. 2-367. Authorization.

The City of Atlantic Beach hereby authorizes the establishment of service charges and user fees for services provided by the city not otherwise paid for by ad valorem taxes and as set and approved from time to time by the city commission.

Sec. 2-368. Fees and charges.

In accordance with the provisions of section 2-367 herein, ~~the following f~~Fees and charges are approved~~:~~ as set forth in Chapter 2.

~~Accident and other public reports issued by the Atlantic Beach police department or fire department (each copy)$ 3.00~~

~~City clerk lien letter 10.00~~

~~Copy machine, per imprint up to size 8½×14 (first two copies free to senior citizens) 0.10~~

~~Copy machine, per imprint larger than 8½×14 0.25~~

~~Backhoe (including travel time), minimum two hours portal to portal, per hour 50.00~~

~~Labor, all departments, actual cost plus 30 percent for fringes~~

~~Mud hog, per hour 15.00~~

~~Trucks, each (including travel time), per hour 20.00~~

~~All tractors (including travel time), per hour 35.00~~

~~Bush hog, per hour 15.00~~

~~Materials, cost plus 10 percent for handling~~

~~Bore machine, per connection 60.00~~

~~Duplicate audio tape 15.00~~

~~Occupational license listing 10.00~~

Secs. 2-369—2-399. Reserved.

EXHIBIT A

Chapter 2 - ADMINISTRATION

ARTICLE IX. – CITY FEES

DIVISION 1. GENERAL ADMINISTRATIVE FEES

Sec. 2. 450. Schedule of Fees and charges.

(a) In accordance with the provisions of section 2-367, the following fees and charges are approved:

(1) City clerk lien letter: $40.00 per parcel

(2) Charges to provide copies or inspection of public records shall be at the maximum amount authorized in F.S. ch. 119.

Secs. 2-451—2-499 Reserved.

DIVISION 2. – BUILDING CODE FEES

Sec. 2-500. Schedule of building permit fees.

(a) *[Generally.]*

(1) *Building and construction permit fees.* For the purposes of determining fees, floor area of a building shall be determined at each story including all portions under roofs. Separate fees shall be paid for electrical, plumbing, mechanical, zoning, fire, miscellaneous and other plan reviews and/or permits shown elsewhere in this section or in other applicable sections of this Code. Building permit fees for new construction shall be based on the most current ICC Building Valuation Data or proposed Job Cost, whichever is greater.

a. *Building permit fees.*

Total Valuation Fee	Permit Fee
$1,000.00 or less	$100.00
$1,000.00 to $50,000.00	$100.00 for the first $1,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$345.00 for the first $50,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$545.00 for the first $100,000.00 plus $3.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00
$500,001.00 and up	$1,745.00 for the first $500,000.00 plus $2.00 for each additional $1,000.00 or fraction thereof

(2) *Moving fee.* For the moving of any building or structure, the fee shall be one dollar ($1.00) per square foot of structure(s) to be moved.

EXHIBIT A

(3) *Demolition fee.* For the demolition of any building or structure, the fee shall be one dollar ($1.00) per square foot of structure(s) to be demolished.

(4) *Plan check fees.* A plan-checking fee shall be paid to the building department at the time of submitting plans and specifications for checking. Said plan-checking fee shall be equal to one-half (½) of the building permit fee. Such plan-checking fee is in addition to the building permit fee. Additional plan-checking fees are required for planning and zoning and fire department plan reviews.

(5) *Fence fee.* For installing fencing the fee shall be sixty dollars ($60.00) if not part of a required pool barrier. For installing fencing that is part of a required pool barrier, the fee shall be one hundred twenty dollars ($120.00).

(6) *Reinspection fee.* Fifty-five dollars ($55.00).

(7) *Sign erections.*

Total sq. ft. of sign	Fee
Up to 32 sq. ft.	$85.00
Greater than 32 sq. ft.	$85.00 plus $10.00 for each additional sq. ft.

(8) *Change of tenant fee.* A fee of one hundred dollars ($100.00) shall be paid when a new tenant occupies an existing commercial space. The fee shall be for the application review and site inspection of the property to determine occupancy compliance with required regulations.

(9) *Building permit renewal fee.* The following permit renewal fees shall be paid when an applicant renews a permit after the original permit has expired in accordance with the Florida Building Code.

Completed inspections	Amount of renewal fee
No inspection conducted	100% of original fee
Slab inspection approved	80% of original fee
All rough inspections approved	50% of original fee
Insulation inspection approved	30% of original fee
Any final inspection pending	10% of original fee

(10) *Building permit fee refunds.* Permit fee refunds may be made when no work has started. A fee of fifteen (15) percent shall be retained by the city including the permit issuance fee and all plan review fees. Where work has commenced and the project is abandoned no refunds will be made. All requests for a refund shall be made in writing to the building official.

(b) *Plan review resubmittal fees:* Plans submitted which are not initially approved shall be subject to a resubmittal fee for additional reviews, as follows: Fifty dollars ($50.00) for the second submittal; seventy-five ($75.00) for the third submittal; and one hundred ($100.00) for the fourth and any subsequent submittals.

EXHIBIT A

Sec. 2-501. Schedule of electrical permit fees.

(a) Electrical fees

(1) Base permit fee, $60.00

(2) New single-family residential occupancy:

a. 0—100 amp service, $90.00 (plus base permit fee)

b. 101—150 amp service, $110.00 (plus base permit fee)

c. 151—200 amp service, $110.00 (plus base permit fee)

d. For each additional 50 amp or fractional part thereof, $10.00

e. Room additions, $40.00 (plus base permit fee)

f. Mobile home service, $20.00 (plus base permit fee)

(3) Multifamily per dwelling unit, $80.00

(4) Service change:

a. 0—100 amp service, $30.00 (plus base permit fee)

b. 101—150 amp service, $50.00 (plus base permit fee)

c. 151—200 amp service, $50.00 (plus base permit fee)

d. For each additional 50 amp or fractional part thereof, $20.00

(5) New commercial services:

a. 0—100 amp service, $130.00 (plus base permit fee)

b. 101—150 amp service, $130.00 (plus base permit fee)

c. 151—200 amp service, $130.00 (pluse base permit fee)

d. For each additional 50 amp or fractional part thereof, $10.00

(6) Temporary services, $20.00 (plus base permit fee)

(7) Signs, Base permit fee

(8) Switch and receptacle outlets (except new single-family, multifamily and room additions):

a. Up to 30 amp, each $1.00

b. 31—100 amp, each $2.00

c. 101—200 amp, each $4.00

(9) Lighting outlets, including fixtures, each $1.00

(10) Primary service, $50.00 (plus base permit fee)

(11) Transformers, per 20 KVA or fractional part thereof, $10.00

(12) Heat:

a. 0—10 kw, $10.00

EXHIBIT A

b. 10 —15 kw, $20.00

c. 15 —24 kw, $30.00

d. Over 24 kw, $30.00

(13) Air conditioning circuits:

a. 0—60 amp, $10.00

b. 61—100 amp, $20.00

(14) Motors:

a. 0—5 hp, $10.00

b. Plus $10.00 for each additional 5 hp or fractional part thereof

(15) Appliances, fixed or stationary:

a. Up to 30 amp, $10.00

b. 31—100 amp, $20.00

c. Over 100 amp, $20.00

(16) Smoke detectors wired into electrical system (except single-family, multifamily and room additions), each $2.00

(17) Minimum fee, $60.00

(18) Swimming pools, $120.00

(19) Repairs and miscellaneous, $100.00

(20) Reinspection, $55.00

Sec. 2-502. Schedule of plumbing permit fees.

(a) Plumbing fees

(1) Base permit fee, $60.00

(2) Fixtures, each $7.00 (plus base permit fee)

(3) Reinspection, $55.00

Sec. 2-503. Schedule of mechanical permit fees.

(a) Mechanical permit fees:

(1). Base permit fee, $60.00

(2). Air conditioning and refrigeration (total capacity in single installation):

a. For each ton or fractional part thereof:

b. Air conditioning from 1 ton to 10 tons total capacity in single installation, for each ton or fraction thereof for each apartment or business will be considered a separate system, $11.00

EXHIBIT A

c. For each ton of air conditioning over 10 tons or fractional part thereof up to 25 tons, $7.00

d. For each ton of air conditioning over 25 tons or fractional part thereof, $6.00

(3). Furnaces and heating equipment (total capacity in single installation):

a. For the first 200,000 BTU per hour capacity or fractional part thereof in single installation for each apartment or business, $20.00

b. For each additional 50,000 BTU per hour of fuel used or fractional part thereof4.00

c. Any burner (not in heating system), each $12.00

(4). Boilers, including heating element:

a. For the first 500,000 BTU per hour input of fuel, $30.00

b. For each additional 100,000 BTU per hour input of fuel or fractional part thereof, $6.00

(5). Air duct systems:

a. For the first 2,000 cubic feet per minute capacity of air handled in duct system, $20.00

b. For each 1,000 cubic feet per minute over 2,000 cubic feet per minute or fractional part thereof up to 10,000 cubic feet per minute, $8.00

c. For each additional 1,000 cubic feet per minute or fractional part thereof4.00

(6). Pumps, $4.00

(7). Tanks, all types, gasoline or liquefied petroleum:

a. 0—600 gallons, $20.00

b. Over 600 to 10,000 gallons capacity or fractional part thereof, $100.00

c. For each additional 1,000 gallons or fractional part thereof, $4.00

(8). Service station automobile lifts, $10.00

(9). Elevators, escalators, man-lifts, hoists for the first 4 floors, $100.00

(10). Prefabricated fireplaces, each $30.00

(12). Alteration or repair of boiler or on fired pressure vessel, $30.00

(13). Solar collector system (excluding electro voltaic systems), $30.00

(14). Commercial hood Type I, $120.00 (plus fire reviews and inspections)

(15). Commercial hood Type II, $30.00

(16). Heat exchanger or coil in ducts, $10.00

(17). Minimum fee for any mechanical permit, $60.00

(18). Reinspection fee, $55.00

EXHIBIT A

(19). For mechanical fee not listed in this section, fee shall be based on $8.00 per thousand dollars.

(b) Gas piping permit fees. Consumers' gas piping and appliances at one (1) location:

(1). Base permit fee, $60.00

(2). For 1 to 4 outlets, $10.00

a. For each additional outlet, $2.00 each

(3). For conversion burners, floor furnaces, incinerators, boilers, central heat and air conditioning units, $10.00 (plus base permit fee)

a. For each additional unit, $2.00 each

(4). Vented wall furnaces and water heaters, each unit $5.00 (plus base permit fee)

(5). Reinspection fee, $55.00

Secs. 2-504 – 2-509. Reserved.

DIVISION 3. – FIRE DEPARTMENT FEES

Sec. 2-510. Schedule of fire fees.

(a) All fees for inspections and permits listed in Sec. 7-30 shall be charged as established by the Jacksonville Fire and Rescue Department (JFRD) of the City of Jacksonville, Florida.

(b) Administrative fee (per Sec. 7-30), $45.00

Secs. 2-511 – 2-519. – Reserved.

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. – BUILDING CODE

Sec. 6-26. Schedule of building permit fees.

(a) ~~*[Generally.]*~~ Pursuant to fees set forth in Chapter 2.

~~(1) *Building and construction permit fees.* For the purposes of determining fees, floor area of a building shall be determined at each story including all portions under roofs. Separate fees shall be paid for electrical, plumbing, mechanical, zoning, fire,~~

EXHIBIT A

miscellaneous and other plan reviews and/or permits shown elsewhere in this section or in other applicable sections of this Code.

a. *Building permit fees.*

Total Valuation Fee	Permit Fee
$1,000.00 or less	$ 55.00
$1,000.00 to $50,000.00	$ 55.00 for the first $1,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$ 280.00 for the first $50,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$ 480.00 for the first $100,000.00 plus $3.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00
$500,001.00 and up	$ 1,680.00 for the first $500,000.00 plus $2.00 for each additional $1,000.00 or fraction thereof

(2) *Moving fee.* For the moving of any building or structure, the fee shall be one hundred dollars ($100.00).

(3) *Demolition fee.* For the demolition of any building or structure, the fee shall be one hundred dollars ($100.00).

(4) *Plan check fees.* A plan-checking fee shall be paid to the building department at the time of submitting plans and specifications for checking. Said plan-checking fee shall be equal to one-half (½) of the building permit fee. Such plan-checking fee is in addition to the building permit fee. Additional plan-checking fees are required for planning and zoning and fire department plan reviews.

(5) *Fence fee.* For installing fencing the fee shall be thirty-five dollars ($35.00).

(6) *Reinspection fee.* Fifty-five dollars ($55.00).

(7) *Sign erections.*

Total sq. ft. of sign	Fee
Up to 32 sq. ft.	$65.00
Greater than 32 sq. ft.	$65.00 plus $10.00 for each additional sq. ft.

(8) *Change of tenant fee.* A fee of one hundred dollars ($100.00) shall be paid when a new tenant occupies an existing commercial space. The fee shall be for the application review and site inspection of the property to determine occupancy compliance with required regulations.

(9) *Building permit renewal fee.* The following permit renewal fees shall be paid when an applicant renews a permit after the original permit has expired in accordance with the Florida Building Code.

EXHIBIT A

Completed inspections	Amount of renewal fee
No inspection conducted	100% of original fee
Slab inspection approved	80% of original fee
All rough inspections approved	50% of original fee
Insulation inspection approved	30% of original fee
Any final inspection pending	10% of original fee

(10) *Building permit fee refunds.* Permit fee refunds may be made when no work has started. A fee of fifteen (15) percent shall be retained by the city including the permit issuance fee and all plan review fees. Where work has commenced and the project is abandoned no refunds will be made. All requests for a refund shall be made in writing to the building official.

(b) *Plan review resubmittal fees:* Plans submitted which are not initially approved shall be subject to a resubmittal fee for additional reviews, as follows: Fifty dollars ($50.00) for the second submittal; seventy-five ($75.00) for the third submittal; and one hundred ($100.00) for the fourth and any subsequent submittals.

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE III. – ELECTRICAL CODE

Sec. 6-37. Same—Fees.

No permit as required by Florida Statute and the Florida Building Code shall be granted for any electrical installation within the limits of the city until after inspection permit fees have been paid by the applicant to the City. Such inspection permit fees are hereby fixed assigned in the following schedulepursuant to the fees set forth in Chapter 2. For all electrical construction requiring a permit there shall be paid by the party obtaining a permit the following inspection fees to be collected by the building department.

(1) For issuing each permit $55.00

(2) New single family residential occupancy:

0—100 amp service 50.00

101—150 amp service 60.00

151—200 amp service 70.00

For each additional 50 amp or fractional part thereof 10.00

(3) Multifamily per dwelling unit 50.00

(4) Service change:

0—100 amp service 30.00

101—150 amp service 50.00

EXHIBIT A

~~151—200 amp service 50.00~~

~~For each additional 50 amp or fractional part thereof 20.00~~

~~(5) New commercial services:~~

~~0—100 amp service 50.00~~

~~101—150 amp service 60.00~~

~~151—200 amp service 70.00~~

~~For each additional 50 amp or fractional part thereof 10.00~~

~~(6) Temporary services 35.00~~

~~(7) Signs 35.00~~

~~(8) Switch and receptacle outlets (except new single-family, multifamily and room additions):~~

~~Up to 30 amp, each 0.60~~

~~31—100 amp, each 2.00~~

~~101—200 amp, each 4.00~~

~~(9) Lighting outlets, including fixtures, each 0.60~~

~~(10) Primary service 50.00~~

~~(11) Transformers, per 20 KVA or fractional part thereof 4.00~~

~~(12) Heat:~~

~~0—10 kw 2.00~~

~~10.1—15 kw 4.00~~

~~15.1—24 kw 6.00~~

~~Over 24 kw 8.00~~

~~(13) Air conditioning circuits:~~

~~0—60 amp 5.00~~

~~61—100 amp 10.00~~

~~(14) Motors:~~

~~0—5 hp 4.00~~

~~Plus $2.00 for each additional 5 hp or fractional part thereof~~

~~(15) Appliances, fixed or stationary:~~

~~Up to 30 amp 2.00~~

~~31—100 amp 4.00~~

~~Over 100 amp 6.00~~

EXHIBIT A

~~(16) Smoke detectors wired into electrical system (except single-family, multifamily and room additions), each 2.00~~

~~(17) Fire alarm and signaling systems, each 35.00~~

~~(18) Minimum fee 55.00~~

~~(19) Swimming pools 40.00~~

~~(20) Repairs and miscellaneous 35.00~~

~~(21) Reinspection 55.00~~

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE IV. – PLUMBING CODE

Sec. 6-59. Same—Fees.

No permit as required by Florida Statute and the Florida Building Code shall be granted for any plumbing installation within the limits of the city until after permit fees have been paid by the applicant to the City. Such permit fees are hereby assigned pursuant to the fees set forth in Chapter 2.

~~A fee of seven dollars ($7.00) per fixture, including washing machines, water heaters and dishwashers, shall be paid to the city when a plumbing permit is issued. The minimum charge for any permit shall be fifty-five dollars ($55.00) in addition to the rate per fixture. The charge for reinspection shall be fifty-five dollars ($55.00) per inspection.~~

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE V. – MECHANICAL CODE

Sec. 6-77. Inspection fees.

No permit shall be granted for any mechanical installation within the limits of the city until after inspection fees shall have been paid; such inspection fees are ~~hereby fixed~~ assigned~~as follows~~ pursuant to the fees set forth in Chapter 2.~~:~~

~~(1) Mechanical permit fees:~~

~~a. For issuing each permit.....$55.00~~

~~b. Air conditioning and refrigeration (total capacity in single installation):~~

~~i. For each ton or fractional part thereof:~~

~~ii. Air conditioning from 1 ton to 10 tons total capacity in single installation, for each ton or fraction thereof for each apartment or business will be considered a separate system....8.00~~

EXHIBIT A

~~iii. For each ton of air conditioning over 10 tons or fractional part thereof up to 25 tons….4.00~~

~~iv. For each ton of air conditioning over 25 tons or fractional part thereof….2.00~~

~~e. Furnaces and heating equipment (total capacity in single installation):~~

~~For the first 200,000 BTU per hour capacity or fractional part thereof in single installation for each apartment or business….20.00~~

~~For each additional 50,000 BTU per hour of fuel used or fractional part thereof….4.00~~

~~Any burner (not in heating system), each….12.00~~

~~d. Boilers, including heating element:~~

~~For the first 500,000 BTU per hour input of fuel….30.00~~

~~For each additional 100,000 BTU per hour input of fuel or fractional part thereof….6.00~~

~~e. Air duct systems:~~

~~For the first 2,000 cubic feet per minute capacity of air handled in duct system….20.00~~

~~For each 1,000 cubic feet per minute over 2,000 cubic feet per minute or fractional part thereof up to 10,000 cubic feet per minute8.00~~

~~For each additional 1,000 cubic feet per minute or fractional part thereof….4.00~~

~~f. Pumps….4.00~~

~~g. Wells….20.00~~

~~h. Tanks, all types, gasoline or liquefied petroleum:~~

~~0—600 gallons….20.00~~

~~Over 600 to 10,000 gallons capacity or fractional part thereof….100.00~~

~~For each additional 1,000 gallons or fractional part thereof….4.00~~

~~i. Service station automobile lifts….10.00~~

~~j. Elevators, escalators, man-lifts, hoists for the first 4 floors….100.00~~

~~k. Fire sprinkler systems:~~

~~For the first 40 sprinkler heads or fractional part thereof….30.00~~

~~For each additional 10 sprinkler heads or fractional part thereof….4.00~~

~~l. Fire standpipes, each….6.00~~

~~m. Fire hose cabinets, each….6.00~~

~~n. Prefabricated fireplaces, each….30.00~~

~~o. Alteration or repair of boiler or on fired pressure vessel….30.00~~

~~p. Solar collector system….30.00~~

~~q. Commercial hood installation….30.00~~

EXHIBIT A

~~r. Heat exchanger or coil in ducts….10.00~~

~~s. Minimum fee for any mechanical permit….55.00~~

~~t. Reinspection fee….55.00~~

~~u. For mechanical fee not listed in this section, fee shall be based on $8.00 per thousand dollars.~~

~~(2) Gas piping permit fees. Consumers' gas piping and appliances at one (1) location:~~

~~a. For issuing each permit….55.00~~

~~b. For 1 to 4 outlets….10.00~~

~~For each additional outlet….2.00~~

~~c. For conversion burners, floor furnaces, incinerators, boilers, central heat and air conditioning units….10.00~~

~~For each additional unit2.00~~

~~d. Vented wall furnaces and water heaters, each unit….5.00~~

~~e. Reinspection fee….55.00~~

Chapter 7 – FIRE PREVENTION AND PROTECTION

ARTICLE II. – FIRE PREVENTION AND LIFE SAFETY

Sec. 7-30. Fees.

Permits and fees: All fees for the following shall be as established from time to time by the Jacksonville Fire and Rescue Department (JFRD) of the City of Jacksonville, Florida. An additional administrative fee ~~of thirty-five dollars ($35.00)~~ shall be paid to the City of Atlantic Beach for any of the below-listed inspections and permits pursuant to the fees set forth in Chapter 2:

Jacksonville Fire and Rescue Department Permit ~~Fees~~ Activities:

(1) Fire safety inspection for the purpose of obtaining ~~an occupational license~~ a certificate of use;

(2) Plans review and final inspection for certificate of occupancy;

(3) Fire safety re-inspections;

(4) Annual fire safety inspection;

(5) Fire alarm annual inspection;

(6) Fire standpipe annual inspection;

(7) Fire sprinkler system annual inspection;

(8) Fire suppression hood systems annual inspection;

EXHIBIT A

(9) Open burning, each permit;

(10) Flammable/combustible storage (annual);

(11) Flammable/combustible spraying or dipping (annual);

(12) Storage/sales fireworks, each permit;

(13) Fumigation, each permit;

(14) Hazardous materials storage/use (annual);

(15) High piled combustible storage (annual);

(16) Liquefied and other compressed gases (annual);

(17) Any other required permit as prescribed by the Standard Fire Prevention Code.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-02 authorizing a multi-year agreement with Allied Universal Corporation to provide chlorine at a unit price of $2,022.20 per one-ton container.

SUBMITTED BY: Troy Stephens, Public Utilities Director

DATE: December 2, 2025

MEETING DATE: January 12, 2026

SUMMARY: On November 19, 2025, three bids were received for Bid No. 2526-02 Multi-Year Contract for Chlorine, a liquid chemical which is used at the City's Water Plants and Wastewater Plant. Bids were received from Pennco, Brenntag Southeast, and Allied Universal Corporation.

The lowest bidder, Allied Universal Corporation, met all specifications and document submittal requirements at a unit price of $2,022.20 per 1-Ton Container. Allied Universal Corporation is our current vendor and has been reliably supplying the City with this chemical for the past 10 years.

The period of the contract for Chlorine shall expire five (5) years after the date of commencement. The Contractor may cancel the contract at the end of the 3rd or 4th anniversary year, without cause, upon six (6) months prior written notification to the City.

BUDGET: Adequate funding for Chlorine is budgeted in the Water Production account 400-5502-533-5200 and the Sewer Treatment account number 410-5508-535-5200.

RECOMMENDATION: Adopt Resolution No. 26-02.

ATTACHMENT(S): Resolution No. 26-02
Bid Tabulation for 2526-02 Multi-Year Contract for Chlorine (Bid is on file with the City Clerk's Office.)

APPROVED BY CITY MANAGER: 

RESOLUTION NO. 26-02

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING A MULTI-YEAR AGREEMENT WITH ALLIED UNIVERSAL CORPORATION TO PROVIDE CHLORINE AT A UNIT PRICE OF $2,022.20 PER ONE-TON CONTAINER; 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 City advertised Bid No. 2526-02 Multi-Year Contract for Chlorine, and three bids were received and opened on November 19, 2025; and

WHEREAS, this contract is to provide chlorine, a liquid chemical which is used at the City's Water Plants and Wastewater Plant; and

WHEREAS, the lowest bidder, Allied Universal Corporation, met all specification and document submittal requirements at a unit price of $2,022.20 per 1-Ton Container; and

WHEREAS, Allied Universal Corporation is our current vendor and has been reliably supplying the City with this chemical for the past 10 years; and

WHEREAS, the agreement shall expire five (5) years after the date of commencement; and

WHEREAS, the Contractor may cancel the contract at the end of the third or fourth anniversary year, without cause, upon six (6) months prior written notification to the City; and

WHEREAS, funds for Chlorine are budgeted in the Water Production account 400-5502-533-5200 and the Sewer Treatment account 410-5508-535-5200.

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

Section 1. The City Commission hereby authorizes a multi-year agreement with Allied Universal Corporation to provide chlorine at a unit price of $2,022.20 per one-ton container.

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 12th day of January, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

City of Atlantic Beach
Multi-Year Contract: Chlorine For Water & Wastewater Treatment Plants
November 19, 2025

BID 2526-02

Required Documents	Allied Universal Corporation			Brenntag Southeast			Pennco (Pioneering Engineering Chemical Company)		
Submission in Duplicate - All Documents	X			X			NO BID		
Document Requirements Checklist	X			X					
Bid Form	X			X					
Insurance Certificate	X			X					
References - Three (3)	X			X					
Documentation of Security Program	X			X					
Public Records Provisions	X			X					
List of Drivers w/Commercial Drivers License	NO			X					
Certification of Drivers Training for Process Safety Mgmt, FDOT shipping & handling of chlorine, & respiratory protection	X			X					
Business Tax Receipt	X			X					
Agree to Base Bid Specifications	X			X					
Anti-Kickback Affidavit	X			X					
Bidder's Qualification Statement	X			X					
Conflict Affidavit	X			X					
Contractor Certification and Addendum Acknowledgement	X			X					
Drug-Free Workplace	X			X					
Equal Opportunity Statement	X			X					
E-Verify Form	X			X					
Exceptoins to Solicitation Form	X			X					
New Vendor Information	X			X					
Non-Collusion Certification	X			X					
Public Entity Crime Affidavit	X			X					
Public Records Provisions	X			X					
Subcontractor Participation Schedule	X			X					
Vendor Certification regarding Discriminatory Vendor Lists	X			X					
W-9 Form	X			X					
Item	**Unit Price**	**Estimated Quantity**	**Total Annual Cost**	**Unit Price**	**Estimated Quantity**	**Total Annual Cost**	**Unit Price**	**Estimated Quantity**	**Total Annual Cost**
Chlorine, Liquid in 1-Ton Containers	$2,022.20	50	$101,110.00	$2,142.00	50	$107,100.00	NO BID	50	NO BID
Total Annual Cost			$101,110.00			$107,100.00			NO BID

Award of Bid based on Department Analysis and Commission Approval

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-04 authorizing the City to enter into multi-year agreements for utility contractor services with Ferreira Construction, GPH Services, Gruhn May, Inc., Hager Construction, and The Kenton Group (a.k.a. Baldwin's Quality Plumbing).

SUBMITTED BY: Adam Thornton, Public Works Director
Troy Stephens, Public Utilities Director

DATE: December 2, 2025

MEETING DATE: January 12, 2026

SUMMARY: On November 19, 2025, five bids were received for Bid No. 2526-04: Multi-Year Contract for Utility Contractor Services. The purpose of this contract is primarily for utility repairs or minor improvements that cannot be performed by City forces.

The five bidders -- Ferreira Construction, GPH Services, Gruhn May, Inc., Hager Construction, and The Kenton Group (a.k.a. Baldwin's Quality Plumbing) -- met all specification and document submittal requirements. Gruhn May, Inc. and The Kenton Group are the current contractors for Utility Contractor Services and have performed satisfactorily for the City for many years. GPH Services is the City's current contractor for Stormwater Jetting and Cleaning and has performed satisfactorily. Hager Construction has performed various utility contractor services for the City; Ferreira Construction has not worked with the City but has vast experience with underground utility projects.

It is desired to award the contract to all five contractors simultaneously to allow flexibility in operations by having more than one contractor available for support.

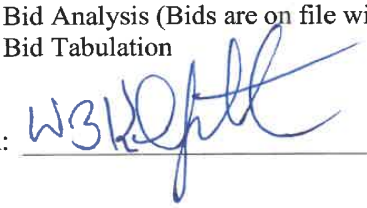
The period of the contract for Utility Contractor Services shall expire five (5) years after the date of commencement. Any of the contractors may cancel the contract at the end of the third or fourth anniversary year, without cause, upon six (6) months prior written notification to the City.

BUDGET: The actual cost to be awarded under this contract is unknown. Tasks will be awarded under the City's purchasing policies on an as needed basis. Adequate funding for Utility Contractor Services is budgeted as follows:

- $75,000 in the Stormwater account 470-0000-538-3400
- $100,000 in the Water Distribution account 400-5504-533-3400
- $110,000 in the Sewer Collection account 410-5506-535-3400

RECOMMENDATION: Adopt Resolution No. 26-04.

ATTACHMENTS: Resolution No. 26-04
2526-04 Bid Analysis (Bids are on file with the City Clerk's Office)
2526-04 Bid Tabulation

APPROVED BY CITY MANAGER: 

RESOLUTION NO. 26-04

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO MULTI-YEAR AGREEMENTS FOR UTILITY CONTRACTOR SERVICES WITH FERREIRA CONSTRUCTION, GPH SERVICES, GRUHN MAY, INC., HAGER CONSTRUCTION, AND THE KENTON GROUP (A.K.A. BALDWIN'S QUALITY PLUMBING); 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 City advertised Bid No. 2526-04 Multi-Year Contract for Utility Contractor Services, and five bids were received and opened on November 19, 2025; and

WHEREAS, the purpose of this contract is primarily for utility repairs or minor improvements that cannot be performed by City forces; and

WHEREAS, the bidders -- Ferreira Construction, GPH Services, Gruhn May, Inc., Hager Construction, and The Kenton Group (a.k.a. Baldwin's Quality Plumbing) -- met all specification and document submittal requirements; and

WHEREAS, staff recommends awarding Bid 2526-04 to all five bidders -- Ferreira Construction, GPH Services, Gruhn May, Inc., Hager Construction, and The Kenton Group (a.k.a. Baldwin's Quality Plumbing) -- simultaneously; and

WHEREAS, the period of the contract for Utility Contractor Services shall expire five (5) years after the date of commencement, and the Contractors may cancel the contract at the end of the third or fourth anniversary year, without cause, upon six (6) months prior written notification to the City; and

WHEREAS, funds for Utility Contractor Services are budgeted as follows: $75,000 in the Stormwater account 470-0000-538-3400; $100,000 in the Water Distribution account 400-5504-533-3400; and $110,000 in the Sewer Collection account 410-5506-535-3400.

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

Section 1. The City Commission hereby authorizes awarding Bid 2526-04 to Ferreira Construction, GPH Services, Gruhn May, Inc., Hager Construction, and The Kenton Group (a.k.a. Baldwin's Quality Plumbing).

Section 2. The City Commission hereby authorizes the City Manager to execute the contracts with the above-mentioned companies.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 12th day of January, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

n

City of Atlantic Beach
Mulit-Year Contract for Utility Contractor Services
Wednesday, November 19, 2025

BID # 2526-04 **3:00 PM**

Required Documents	Ferrira Construction	GPH Services	Gruhn May	Hager Construction	The Kenton Group
Submission in Duplicate	X	X	X	X	X
Document Requirements Checklist	X	X	X	X	X
Completed Bid Form	X	X	X	X	X
Proof of Experience (1.01 of bid specs - REQUIREMENTS)	X	X	X	X	X
Qualifications - Underground Utility Contractor (1.01 of bid specs)	X	X	X	X	X
Financials - Past 2 years	X	NO	1 YEAR	X	X
Insurance	X	X	X	X	X
References - 3	X	X	X	X	X
Business Tax Receipt	X	X	X	Expired - Request Current if Awarded	X
Agree to Base Bid Specifications	X	X	X	X	X
Anti-Kickback Affidavit	X	X	X	X	X
Bidder's Qualification Statement	X	X	X	X	X
Conflict Affidavit	X	X	X	X	X
Contractor Certification and Addendum Acknowledgement	X	X	X	X	X
Drug-Free Workplace	X	X	X	X	X
Equal Opportunity Statement	X	X	X	X	X
E-Verify Form	X	X	X	X	X
Exceptions to Solicitation Form	X	X	X	X	X
New Vendor Information Form	X	X	X	X	NO
Non-Collusion Certification	X	X	X	X	X
Public Entity Crime Affidavit	X	X	X	X	X
Public Records Provisions	X	X	X	X	X
Subcontractor Participation Schedule	X	X	X	X	X
Vendor Certification Regarding Discriminatory Vendor List	X	X	X	X	X
W-9 Form	X	X	X	X	X
Total Cost for Fictitious Project (includes lines 1-6 plus overhead and mobilization)	$1,512.00	$2,327.73	$1,092.00	$759.60	$2,358.00

Award of Bid based on Department Analysis and Commission Approval

BID 2526-04: MULTI-YEAR CONTRACT, UTILITY CONTRACTOR SERVICES
BID OPENING: NOVEMBER 19, 2025

DESCRIPTION OF HOURLY RATES	Ferreira Construction Co	GPH Services	Gruhn May	Hager Construction	The Kenton Group
3 Man Crew	$186.00	$208.00	$225.00	$132.00	$425.00
6 Man Crew	$372.00	$396.00	$420.00	$268.00	$795.00
Excavator	$48.00	$40.00	$50.00	$26.00	$150.00
Front End Loader/Backhoe	$55.00	$39.00	$50.00	$26.00	$125.00
Dewatering Equipment	$45.00	$92.19	$45.00	$51.00	$95.00
Lifting Hydraulic Crane	$138.00	$350.00	$120.00	$130.00	$375.00
Totals					
Cost Without Overhead & Profit	**$844.00**	**$1,125.19**	**$910.00**	**$633.00**	**$1,965.00**
Overhead & Profit %	20.00%	18.00%	20.00%	20%	20%
Overhead + Profit	$168.80	$202.53	$182.00	$126.60	$393.00
SUBTOTAL FOR OVERHEAD +	**$1,012.80**	**$1,327.72**	**$1,092.00**	**$759.60**	**$2,358.00**
Mobilization (per project or repair)	**$500.00**	**$1,000.00**	**$0.00**	**$0.00**	$0.00
TOTAL COST FOR PROJECT	**$1,512.80**	**$2,327.72**	**$1,092.00**	**$759.60**	**$2,358.00**
Premium Hours	**44%**	**35.00%**	**Two (2) Times Regular Hourly Rate**	**26.00%**	**35.00%**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-05 authorizing the expenditure of $54,931.39 for C&L Landscape, Irrigation & Building to re-deck the Tide Views Preserve North Dock.

SUBMITTED BY: Adam Thornton, Director of Public Works

TODAY'S DATE: December 2, 2025

MEETING DATE: January 12, 2026

BACKGROUND: The Tide Views Preserve North Dock Re-Decking Project has been identified as a priority project in the 2026 City's Capital Improvements Plan due to its deteriorated condition. C&L Landscape, Irrigation & Building has a current contract with the City of Jacksonville, Contract #72000-22, that the City of Atlantic Beach can piggyback on to complete this project.

The project cost is $54,931.39 and scope of work is to complete the renovations to the Tide Views Preserve North Dock as listed in the attached proposal. All work will be performed in accordance with the contract documents. The project is located at Tide Views Preserve, 1 Begonia Street.

BUDGET: The total cost can be funded from Account #001-5002-541-63.00, where there is $100,000 budgeted for this project.

RECOMMENDATION: Adopt Resolution No. 26-05.

ATTACHMENTS: Resolution No. 26-05
Tide Views Preserve North Dock Re-Decking proposal dated April 3, 2025
City of Jacksonville Contract #72000-22

REVIEWED BY CITY MANAGER: _____

RESOLUTION NO. 26-05

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF $54,931.39 FOR C&L LANDSCAPE, IRRIGATION & BUILDING TO RE-DECK THE TIDE VIEWS PRESERVE NORTH DOCK; 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 Tide Views North Dock Re-Decking Project is a priority project in the City's 2026 Capital Improvements Plan, due to its deteriorated condition; and

WHEREAS, C&L Landscape, Irrigation & Building has a current contract with the City of Jacksonville, Contract #72000-22, that the City of Atlantic Beach can piggyback on to complete this project; and

WHEREAS, the project scope of work is to complete the renovations to the Tide Views Preserve North Dock as listed in the attached proposal. All work will be performed in accordance with the contract documents. The project is located at Tide Views Preserve, 1 Begonia Street; and

WHEREAS, the total cost can be funded from Account #001-5002-541-63.00, where there is $100,000 budgeted for this project.

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 $54,931.39 for C&L Landscaping to re-deck the Tide Views Preserve North Dock.

Section 2. The City Commission hereby authorizes the City Manager to execute congrats and purchase orders 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 12th day of January, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

C & L Landscape, Irrigation & Building
P.O. Box 23425, Jacksonville, FL 32241
(904)353-6620
Fax (904)355-5985

4/3/2025

Tide View Sunset Option C - North Dock Proposal

Quantity	Type	Description	Unit Price	Extended Price
1	1a	Mob.	$ 250.00	$ 250.00
680	39	Labor to remove all decking, Handrailing	$ 60.00	$ 40,800.00
		and replace.		
		Main Dock , 275'x6'		
		Plateform, 24'x8'		
		Haul off all debris.		
		Re-use exisitng SST Lags on Railing.		
			TOTAL	$ 41,050.00

Item Pricing

Quantity	Type	Description	Unit Price	Unit Material Mark Up	Extended Material Mark Up
305	50	2"x6"x12' Decking	$ 24.00	$ -	$ 7,320.00
65	No line item	2"x8"x10' Handrail and Decking	$ 13.80	$ 15.18	$ 986.70
200	No line item	2"x6"x10' Railing	$ 12.65	$ 13.92	$ 2,783.00
54	No line item	2"x6"x8' Plateform Decking	$ 11.35	$ 12.49	$ 674.19
3	No line item	Boxes SST Screws	$ 325.00	$ 357.50	$ 1,072.50
1	No line item	Dumpster	$ 950.00	$ 1,045.00	$ 1,045.00
				$ -	$ -
				$ -	$ -
				Total	$ 13,881.39

Proposal	$ 54,931.39

Troy Kruse
Project Manager
C & L Landscape and Building Inc.
Cell: (904) 568-7741
Office: (904)353-6620
Fax: (904)355-5985
Email: TroyKruse@yahoo.com

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

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: Annual Dock Maintenance

Requested Action and Justification:

Recommend approval to utilize the third (3) and final renewal option with C&L Landscape in the amount of $1,000,000.00 to continue providing dock maintenance at various locations. Period of service will be from October 1, 2025, through September 30, 2026. The total not to exceed is $4,050,000.00

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

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2025. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Supplier:	C&L Landscape	**Basis of Award:**	LPTA	**BID Opening Date:**	07/13/2023

POA #:	POA-72000-22	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON SC-0397 22	**Contract #:**	72000-22	**Contract Amd #:**	N/A
Term:	1 year	**Options:**	3, 1-yr options	**Options Used:**	2

Federally Funded:	N/A	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	0		

Fund:	32124	**Center:**	167101	**Acct:**	565051	**Proj:**	000962	**Activity:**	00000000	$ 1,000,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 4,050,000.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	RPOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:		**Title:**	CHIEF OF NATURAL AND MARINE RESOURCES	9/2/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Barnett, Renata	**Chief of Procurement:**		9/9/2025
Name:	Barnett, Renata	**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:	9/11/2025	**Date:**	9/11/2025

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

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

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.*

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C & L Landscape, Irrigation, & Building
P.O. Box 23425
Jacksonville, FL 32241
Phone: 904 353-6620
Fax : 904-355-5985
August 27, 2025

Wendy Jones
214 N. Hogan Street
Jax. Fl. 32202
WendyH@coj.net
904-255-7907

We at C&L Landscape Inc.. would like to renew our contract SC-397-22 Annual Dock Maintenance POA -72000-22.

Thanks,
Tana Hamburger

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

SUBJECT: ANNUAL DOCK MAINTENANCE

BID #: SC-0397-22 **OPEN DATE: 2022-07-13**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – PERIOD OF SERVICE WILL BE FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES

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

NUMBER OF BIDS INVITED: 25 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder C & L LANDSCAPE INC. for the Annual Dock Maintenance. The requested total contract expenditure no to exceed $500,000.00. Period of service will be from October 1, 2022 through September 30, 2023.

Funding to be encumbered by account 32111.167101.565051.000962.00000000.00000.0000000, to be executed by individual purchase order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2022. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Attachments: Recommendation Memo, Bid Tabulation, Terms and Conditions, Specifications

ANALYST: RUBEN OLA

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director, Parks, Recreation and Community Services Department

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/11/2022

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/12/2022

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

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Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

August 4, 2022

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources

RE: **SC-0397-22 Annual Dock Maintenance- Award Recommendation**

In response to the solicitation for bids for Annual Dock Maintenance, the Procurement Division received responses from three (3) bids and forwarded the results to the Parks, Recreation and Community Services Department to review for a recommendation of award.

Vendor	Amount
Harbor Marine Dock Co, Inc	$5730290.00
Hager Construction Company	$461,495.88
C & L Landscape Inc	**$127,375.00**

After reviewing the bid, Parks, Recreation and Community Services Department respectfully recommends the award be given to lowest bidder C & L Landscape, Inc.

The total not-to exceed maximum indebtedness will be $500,000.00

The funding source will be:
32111-167101-565051-000962-00000000-00000-0000000 - $0.01

Your assistance in concurring with this recommendation for the respective award would be appreciated.

If you have questions or need additional information regarding this request, please contact Amy Honey at 255-7909.

JE/ah

Attachment: Bid Tab

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BID TABULATION SHEET

TITLE: ANNUAL DOCK MAINTENANCE BID NO.: SC-0397-22 OPEN DATE: July 13, 2022 ANALYST: RUBEN OLA No. Invited: (25) No. Received (3) No Bids: (1) Bid Recorder: M. PIERCE, Announcer: BENJAMIN KEMP			HAGER CONSTRUCTION COMPANY	HARBOR MARINE DOCK CO., INC.	C & L LANDSCAPE INC.		
ITEM	DESCRIPTION	QTY	TOTAL	TOTAL	TOTAL	PRICE EACH	PRICE EACH
1	ANNUAL DOCK MAINTENANCE (Line items 1-56)	1 LOT	$ 461,495.88	$ 573,029.00	$ 127,375.00		
		GRAND TOTAL:	$461,495.88	$ 573,029.00	$127,375.00		
		TERMS:		NET 0% 30 DAYS	NET 1% 5 DAYS		
		DELIVERY (Business Days):			5 DAYS		
		CONFLICT OF INTEREST:	✔	✔	✔		
1		ADDENDUM( ):					
		NOTES:					

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Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

BID # SC-0397-22

TERMS AND CONDITIONS

ANNUAL DOCK MAINTENANCE

1. SCOPE

The Information Technologies Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the items as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/ service(s) and to obtain pricing commitments for ANNUAL DOCK MAINTENANCE, as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder grand total amount. Bidders must bid on all items to be considered for award. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be from October 1, 2022 through September 30, 2023, with three (3) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Contractor must provide three (3) references in which the contractor has provided marine construction work within the past two (2) years
b. Contractor must a have a current State of Florida issued Marine Contractor license, General Contractor License and/or a building Contractor license. A current copy must be submitted with proposal.e
c. Contractor shall provide proof of applicable local business license.

5. PRE-BID CONFERENCE

Mandatory Pre-Bid meeting will be held on June 30, 2022, at 3:00 pm, Room 825, Fish Bowl Conference Room 214 N. Hogan Street, 8th Floor Room 825, Jacksonville FL, 32202.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to add or delete items, or increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period.

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8. DELIVERY

The services in the bid documents shall be performed at various city locations throughout the City of Jacksonville, Duval County, Florida.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include material, installation, labor, storage, freight, delivery, handling charges, disposal of damaged items (to include wood and concrete) and any other items to complete the services/task listed on the Specifications and Bid Proposal Form. Extended total will be calculated by multiplying unit cost price by listed approximate quantity. Extended total base bid will be calculated by adding all extended total prices together. In case of error(s), unit cost prices will govern.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted through the City of Jacksonville 1Cloud procurement system or to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate. The awarded bidder is required to submit their insurance certificate within ten (10) days after notice of award.

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15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

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BID # SC-0397-22

SPECIFICATIONS

ANNUAL DOCK MAINTENANCE

1. SPECIFICATIONS

Contractor to provide for the grand total amount to include the repair, restoring and/or replacing docks/dock components (stationary or floating); ramps/boardwalks/handrails (walk and boat); piling/piling components (wood, concrete or sheet); excavation, scouring, dredging, filling, carpentry and concrete work as directed. Work requires furnishing all labor, material, tools, supplies, equipment, ladders, hoisting, scaffolding, barges, boats, trucks, fuel, trash disposal, cleanup, freight accessories, etc. to safely accomplish in a workmanlike manner all work requested.

Quantities listed are not absolute. Work requirements will be determined by field requirements. Unit prices will determine work order values. All whalers, cover boards, fender boards, handrails and decking shall be pressure treated .60 lumber and pilings shall be pressure treated 2.5 lumber unless otherwise specified.

The work may also include temporary barriers, signage, false work, clean-up to perform additional required work. The contractor may be required to mobilize and retrieve, secure, remove or dispose of any dock or debris that has become dislodged from its anchoring and is float within the lake, river, wetland, waterway and ocean if so directed.

All work must comply with City of Jacksonville Engineering Design Standards, Florida Building Code and 2010 ADA Standards for Accessible Design.

Any work order repair exceeding the definition of the itemized unit prices deemed necessary to complete or facilitate completing a work element not described shall be paid the two (2) man crew* hourly rate plus any material** utilized at supplier invoice cost plus a mark-up of (bid amount, but not more than 10%). The hourly rate plus material will be paid according to the hourly rate and the material cost plus mark-up and additionally any specialized equipment rental or sublet work and approved disposal hauling and fees, permit fees, regulatory applications will be marked up 10% for Contractor profit and overhead.

***All work** to be accomplished minimally with a two (2) man work crew (*one person of the crew must be capable as a working supervisor)* on a per hour rate including materials, transportation, taxes, insurance, overhead/profit, tools and equipment. Hourly rate should be bid based on work being undetermined requiring site visit/inspection, suggested remedy, application and performance.

Hourly rate: May be considered to any requested work (dock, ramp, boardwalk, gangway, pier, structure), surveys/reports of existing conditions, obtaining permits, exploration, cleaning and disposal of debris, spills, environmental cleanup, vegetation eradication, silt removal, dredging, revetment work, welding, rigging/hoisting/driving , demolition, disposal, moving/disposal of abandoned vessel, retrievals from water, drainage, dewatering, diving , excavation/fill/limerock/concrete/rip-rap/filter screen, testing, sampling, video, temporary protection/sand bagging, scouring and barriers with mark up as applicable for materials or specialized equipment usage. (Does not include payment for estimates/proposals)

****Materials:** Contractor to provide all new materials, sheet metal, trim, bolts, cables, lumber, accessories, concrete, docks, ramps, paint or coatings, specialty items, fasteners, accessories, bumpers, cleats, safety treads, signs, buoys lights, flags, signals, piling, etc.

Audit Provisions: The nature of awards made under this bid is such that City Ordinance No. 179.112 may be applicable. The general concept of the referenced ordinance provides the City Council Auditor access

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to records of the contractor(s) as relates to prices charged for labor, materials, etc. under the contract resulting from this bid. A copy of this ordinance is posted on the Purchasing Division Bulletin Board for local vendor interest.

The workmen after arriving at the site making the repair shall walk the immediate area and report any potential problem to Parks, Recreation and Community Services Department via phone, fax or E-mail and if minor and given direction to proceed to execute the repair to match. (Minor being less than four (4) hours work). Submit attached with invoices, a detailed report providing Name of Park, address, site of work location on the property, copies of supplier invoices and any recommended additional repairs observed needed on the site.

Repairs: The primary purchase of this bid is to provide a competitive source of service for repairs and emergency repairs.

The City is defining repairs as a necessary or an emergency to protect City assets to original functional use. Emergency is defined as a sudden occurrence of a serious and urgent nature that endangers health, equipment/supplies, safety, and/or the structure and demands immediate action.

Purchase orders may include cleanup or compatible work related to the repair work or alteration for repairs or emergency without obtaining competitive quotation when the City's anticipates such repairs not to exceed $50,000.00. The City reserves the right to obtain additional quotations for any emergency or urgent repair outside this agreement or piggyback other government agencies exist agreements.

The Contractor shall, upon request, visit the site with the City's representative or under their instruction, to determine the needs and provide an itemized list of repairs with unit prices from this bid award and a schedule to complete the scope. Invoices must correlate back to the purchase order. Work shall not exceed the purchase order amount including any contingency except with an agreed upon executed change order. Repairs shall begin within two (2) weeks of PO issued and be completed within sixty (60) days, except with an agreed upon extension.

Mobilization: The Contractor shall provide a schedule upon determination of a scope of work and work within that schedule and update unforeseen changes.

The Contractor must provide an after-hour emergency number to respond to any storm-related damage and capable to mobilize within four (4) hours after notification or sooner depending on the situation. A named contact person and phone number and fax must be kept current for both non-emergency and emergency calls.

Contractor shall be prepared to secure the emergency to as safe a condition as possible upon arrival.

Parks, Recreation and Community Services Department considers the integrity of maintaining its facilities in a safe condition. Work orders will not be issued to the contractor who at the discretion of the Parks, Recreation and Community Services Department has failed to timely respond. It expects the work to be performed in a workmanlike manner and be consistent with manufacturers recommended practices. All work is to be done in an orderly, courteous, safe manner using new materials and leaving the site clean. All debris generated from the work items shall be disposed in an approved landfill.

Calls placed after 5:00 pm (EST) or on weekends will be paid at 1 1/2 the hourly rate. Overtime will not be paid if work starts before 5:00 pm (EST) Monday through Friday and extends beyond that time.

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Overtime will be paid on City holidays for emergency work only. Work started before a holiday and extending into a holiday or weekend will be a regular hourly rate.

Repairs shall provide a minimum six (6) month guarantee without a charge for callbacks.

All work shall be performed in a safe manner with respect to park occupants, boater's (boats/trailers/trucks), visitors, and vendor employees. Contractors must comply with all current OSHA requirements as applicable to service performed.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-06 authorizing the expenditure of $56,060.25 for C&L Landscape, Irrigation & Building to repair the Gail Baker Community Center deck.

SUBMITTED BY: Adam Thornton, Director of Public Works

TODAY'S DATE: December 2, 2025

MEETING DATE: January 12, 2026

BACKGROUND: The Gail Baker Center Decking Repair Project has been identified as a priority project in the 2026 City's Capital Improvements Plan, due to its deteriorated condition. C&L Landscape Irrigation & Building has a current contract with the City of Jacksonville, Contract #72000-22, that the City of Atlantic Beach can piggyback on to complete this project.

The project scope of work is to complete the repairs to the Gail Baker Community Center deck as listed in the attached proposal. All work will be performed in accordance with the contract documents. The project is located at 2072 George Street.

BUDGET: The total cost can be funded from Account #001-5002-541-63.00, where there is $60,000 budgeted for this project.

RECOMMENDATION: Adopt Resolution No. 26-06.

ATTACHMENTS: Resolution No. 26-06
Gail Baker Center Decking Repair proposal dated June 30, 2025
City of Jacksonville Contract #72000-22

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-06

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE EXPENDITURE OF $56,060.25 FOR C&L LANDSCAPE, IRRIGATION & BUILDING TO REPAIR THE GAIL BAKER COMMUNITY CENTER DECK; 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 Gail Baker Center Decking Repair Project has been identified as a priority project in the 2026 City's Capital Improvements Plan, due to its deteriorating condition; and

WHEREAS, C&L Landscape, Irrigation & Building has a current contract with the City of Jacksonville, Contract #72000-22, that the City of Atlantic Beach can piggyback on to complete this project; and

WHEREAS, the project scope of work is to complete the renovations to the Gail Baker Center deck as listed in the attached proposal. All work will be performed in accordance with the contract documents. The project is located at 2072 George Street; and

WHEREAS, the total cost can be funded from Account #001-5002-541-63.00, where there is $60,000 budgeted for this project; 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 expenditure of $56,060.25 for C&L Landscaping to repair the Gail Baker Community Center deck.

Section 2. The City Commission hereby authorizes the City Manager to execute the 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 12th day of January, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

C & L Landscape, Irrigation & Building
P.O. Box 23425, Jacksonville, FL 32241
(904)353-6620
Fax (904)355-5985

6/30/2025

Gail Baker Center Decking Repair Proposal

Quantity	Type	Description	Unit Price	Extended Price
1	1a	Mob.	$ 250.00	$ 250.00
640	39	Labor to remove exsitng decking on center	$ 60.00	$ 38,400.00
		as well as the Fascia and replace with all		
		new Premium PT Decking material and		
		Fascia.		
		Replace all Colum Bases and install 30'		
		Alumnum handrailing.		
		Haul off all debris.		
			TOTAL	$ 38,650.00

Item Pricing

Quantity	Type	Description	Unit Price	Unit Material Mark Up	Extended Material Mark Up
560	No line item	1-1/4"x6"x12' PT Premium Decking	$ 14.50	$ 15.95	$ 8,932.00
25	No line item	3"x10"x12' PT Timber for Fascia	$ 49.50	$ 54.45	$ 1,361.25
6	No line item	SST Decking Screws	$ 295.00	$ 324.50	$ 1,947.00
1	No line item	Dumpster	$ 950.00	$ 1,045.00	$ 1,045.00
30	No line item	1-1/2" Round Aluminum Railing with Brac-	$ 125.00	$ 137.50	$ 4,125.00
		ket. 30' in length.			
				Total	**$ 17,410.25**

Proposal	**$ 56,060.25**

Troy Kruse
Project Manager
C & L Landscape and Building Inc.
Cell: (904) 568-7741
Office: (904)353-6620
Fax: (904)355-5985
Email: TroyKruse@yahoo.com

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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: Annual Dock Maintenance

Requested Action and Justification:

Recommend approval to utilize the third (3) and final renewal option with C&L Landscape in the amount of $1,000,000.00 to continue providing dock maintenance at various locations. Period of service will be from October 1, 2025, through September 30, 2026. The total not to exceed is $4,050,000.00

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

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2025. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Supplier:	C&L Landscape	**Basis of Award:**	LPTA	**BID Opening Date:**	07/13/2023

POA #:	POA-72000-22	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	RFP-NONCON SC-0397 22	**Contract #:**	72000-22	**Contract Amd #:**	N/A
Term:	1 year	**Options:**	3, 1-yr options	**Options Used:**	2

Federally Funded:	N/A	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	N/A	**JSEB %:**	0		

Fund:	32124	**Center:**	167101	**Acct:**	565051	**Proj:**	000962	**Activity:**	00000000	$	1,000,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 4,050,000.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	RPOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:		**Title:**	CHIEF OF NATURAL AND MARINE RESOURCES	9/2/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Barnett, Renata	**Chief of Procurement:**		9/9/2025
Name:	Barnett, Renata	**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 Karen Bowling Chief Administrative Officer For: Mayor Donna Deegan Under Authority Of: Executive Order No: 2023-02
Date:	9/11/2025	**Date:**	9/11/2025

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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.*

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C & L Landscape, Irrigation, & Building
P.O. Box 23425
Jacksonville, FL 32241
Phone: 904 353-6620
Fax : 904-355-5985
August 27, 2025

Wendy Jones
214 N. Hogan Street
Jax. Fl. 32202
WendyH@coj.net
904-255-7907

We at C&L Landscape Inc.. would like to renew our contract SC-397-22 Annual Dock Maintenance POA -72000-22.

Thanks,
Tana Hamburger

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

SUBJECT: ANNUAL DOCK MAINTENANCE

BID #: SC-0397-22 **OPEN DATE: 2022-07-13**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – PERIOD OF SERVICE WILL BE FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES

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

NUMBER OF BIDS INVITED: 25 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder C & L LANDSCAPE INC. for the Annual Dock Maintenance. The requested total contract expenditure no to exceed $500,000.00. Period of service will be from October 1, 2022 through September 30, 2023.

Funding to be encumbered by account 32111.167101.565051.000962.00000000.00000.0000000, to be executed by individual purchase order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2022. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Attachments: Recommendation Memo, Bid Tabulation, Terms and Conditions, Specifications

ANALYST: RUBEN OLA

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director, Parks, Recreation and Community Services Department

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/11/2022

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/12/2022

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: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

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City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

ONE CITY. ONE JACKSONVILLE

August 4, 2022

MEMORANDUM

TO: Gregory Pease, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources

RE: **SC-0397-22 Annual Dock Maintenance- Award Recommendation**

In response to the solicitation for bids for Annual Dock Maintenance, the Procurement Division received responses from three (3) bids and forwarded the results to the Parks, Recreation and Community Services Department to review for a recommendation of award.

Vendor	Amount
Harbor Marine Dock Co, Inc	$5730290.00
Hager Construction Company	$461,495.88
C & L Landscape Inc	**$127,375.00**

After reviewing the bid, Parks, Recreation and Community Services Department respectfully recommends the award be given to lowest bidder C & L Landscape, Inc.

The total not-to exceed maximum indebtedness will be $500,000.00

The funding source will be:
32111-167101-565051-000962-00000000-00000-0000000 - $0.01

Your assistance in concurring with this recommendation for the respective award would be appreciated.

If you have questions or need additional information regarding this request, please contact Amy Honey at 255-7909.

JE/ah

Attachment: Bid Tab

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

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BID TABULATION SHEET

TITLE: ANNUAL DOCK MAINTENANCE BID NO.: SC-0397-22 OPEN DATE: July 13, 2022 ANALYST: RUBEN OLA No. Invited: (25) No. Received (3) No Bids: (1) Bid Recorder: M. PIERCE, Announcer: BENJAMIN KEMP			HAGER CONSTRUCTION COMPANY	HARBOR MARINE DOCK CO., INC.	C & L LANDSCAPE INC.		
ITEM	DESCRIPTION	QTY	TOTAL	TOTAL	TOTAL	PRICE EACH	PRICE EACH
1	ANNUAL DOCK MAINTENANCE (Line items 1-56)	1 LOT	$ 461,495.88	$ 573,029.00	$ 127,375.00		
		GRAND TOTAL:	$461,495.88	$ 573,029.00	$127,375.00		
		TERMS:		NET 0% 30 DAYS	NET 1% 5 DAYS		
		DELIVERY (Business Days):			5 DAYS		
		CONFLICT OF INTEREST:	✓	✓	✓		
1		ADDENDUM( ):					
		NOTES:					

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

BID # SC-0397-22

TERMS AND CONDITIONS

ANNUAL DOCK MAINTENANCE

1. SCOPE

The Information Technologies Division of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the items as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/ service(s) and to obtain pricing commitments for ANNUAL DOCK MAINTENANCE, as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder grand total amount. Bidders must bid on all items to be considered for award. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be from October 1, 2022 through September 30, 2023, with three (3) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Contractor must provide three (3) references in which the contractor has provided marine construction work within the past two (2) years
b. Contractor must a have a current State of Florida issued Marine Contractor license, General Contractor License and/or a building Contractor license. A current copy must be submitted with proposal.e
c. Contractor shall provide proof of applicable local business license.

5. PRE-BID CONFERENCE

Mandatory Pre-Bid meeting will be held on June 30, 2022, at 3:00 pm, Room 825, Fish Bowl Conference Room 214 N. Hogan Street, 8th Floor Room 825, Jacksonville FL, 32202.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to add or delete items, or increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period.

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8. DELIVERY

The services in the bid documents shall be performed at various city locations throughout the City of Jacksonville, Duval County, Florida.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include material, installation, labor, storage, freight, delivery, handling charges, disposal of damaged items (to include wood and concrete) and any other items to complete the services/task listed on the Specifications and Bid Proposal Form. Extended total will be calculated by multiplying unit cost price by listed approximate quantity. Extended total base bid will be calculated by adding all extended total prices together. In case of error(s), unit cost prices will govern.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted through the City of Jacksonville 1Cloud procurement system or to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate. The awarded bidder is required to submit their insurance certificate within ten (10) days after notice of award.

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15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

Docusign Envelope ID: EC72DBB5-3828-4CDC-9FEC-974F1E674DBF

BID # SC-0397-22

SPECIFICATIONS

ANNUAL DOCK MAINTENANCE

1. SPECIFICATIONS

Contractor to provide for the grand total amount to include the repair, restoring and/or replacing docks/dock components (stationary or floating); ramps/boardwalks/handrails (walk and boat); piling/piling components (wood, concrete or sheet); excavation, scouring, dredging, filling, carpentry and concrete work as directed. Work requires furnishing all labor, material, tools, supplies, equipment, ladders, hoisting, scaffolding, barges, boats, trucks, fuel, trash disposal, cleanup, freight accessories, etc. to safely accomplish in a workmanlike manner all work requested.

Quantities listed are not absolute. Work requirements will be determined by field requirements. Unit prices will determine work order values. All whalers, cover boards, fender boards, handrails and decking shall be pressure treated .60 lumber and pilings shall be pressure treated 2.5 lumber unless otherwise specified.

The work may also include temporary barriers, signage, false work, clean-up to perform additional required work. The contractor may be required to mobilize and retrieve, secure, remove or dispose of any dock or debris that has become dislodged from its anchoring and is float within the lake, river, wetland, waterway and ocean if so directed.

All work must comply with City of Jacksonville Engineering Design Standards, Florida Building Code and 2010 ADA Standards for Accessible Design.

Any work order repair exceeding the definition of the itemized unit prices deemed necessary to complete or facilitate completing a work element not described shall be paid the two (2) man crew* hourly rate plus any material** utilized at supplier invoice cost plus a mark-up of (bid amount, but not more than 10%). The hourly rate plus material will be paid according to the hourly rate and the material cost plus mark-up and additionally any specialized equipment rental or sublet work and approved disposal hauling and fees, permit fees, regulatory applications will be marked up 10% for Contractor profit and overhead.

***All work** to be accomplished minimally with a two (2) man work crew (*one person of the crew must be capable as a working supervisor)* on a per hour rate including materials, transportation, taxes, insurance, overhead/profit, tools and equipment. Hourly rate should be bid based on work being undetermined requiring site visit/inspection, suggested remedy, application and performance.

Hourly rate: May be considered to any requested work (dock, ramp, boardwalk, gangway, pier, structure), surveys/reports of existing conditions, obtaining permits, exploration, cleaning and disposal of debris, spills, environmental cleanup, vegetation eradication, silt removal, dredging, revetment work, welding, rigging/hoisting/driving , demolition, disposal, moving/disposal of abandoned vessel, retrievals from water, drainage, dewatering, diving , excavation/fill/limerock/concrete/rip-rap/filter screen, testing, sampling, video, temporary protection/sand bagging, scouring and barriers with mark up as applicable for materials or specialized equipment usage. (Does not include payment for estimates/proposals)

****Materials:** Contractor to provide all new materials, sheet metal, trim, bolts, cables, lumber, accessories, concrete, docks, ramps, paint or coatings, specialty items, fasteners, accessories, bumpers, cleats, safety treads, signs, buoys lights, flags, signals, piling, etc.

Audit Provisions: The nature of awards made under this bid is such that City Ordinance No. 179.112 may be applicable. The general concept of the referenced ordinance provides the City Council Auditor access

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to records of the contractor(s) as relates to prices charged for labor, materials, etc. under the contract resulting from this bid. A copy of this ordinance is posted on the Purchasing Division Bulletin Board for local vendor interest.

The workmen after arriving at the site making the repair shall walk the immediate area and report any potential problem to Parks, Recreation and Community Services Department via phone, fax or E-mail and if minor and given direction to proceed to execute the repair to match. (Minor being less than four (4) hours work). Submit attached with invoices, a detailed report providing Name of Park, address, site of work location on the property, copies of supplier invoices and any recommended additional repairs observed needed on the site.

Repairs: The primary purchase of this bid is to provide a competitive source of service for repairs and emergency repairs.

The City is defining repairs as a necessary or an emergency to protect City assets to original functional use. Emergency is defined as a sudden occurrence of a serious and urgent nature that endangers health, equipment/supplies, safety, and/or the structure and demands immediate action.

Purchase orders may include cleanup or compatible work related to the repair work or alteration for repairs or emergency without obtaining competitive quotation when the City's anticipates such repairs not to exceed $50,000.00. The City reserves the right to obtain additional quotations for any emergency or urgent repair outside this agreement or piggyback other government agencies exist agreements.

The Contractor shall, upon request, visit the site with the City's representative or under their instruction, to determine the needs and provide an itemized list of repairs with unit prices from this bid award and a schedule to complete the scope. Invoices must correlate back to the purchase order. Work shall not exceed the purchase order amount including any contingency except with an agreed upon executed change order. Repairs shall begin within two (2) weeks of PO issued and be completed within sixty (60) days, except with an agreed upon extension.

Mobilization: The Contractor shall provide a schedule upon determination of a scope of work and work within that schedule and update unforeseen changes.

The Contractor must provide an after-hour emergency number to respond to any storm-related damage and capable to mobilize within four (4) hours after notification or sooner depending on the situation. A named contact person and phone number and fax must be kept current for both non-emergency and emergency calls.

Contractor shall be prepared to secure the emergency to as safe a condition as possible upon arrival.

Parks, Recreation and Community Services Department considers the integrity of maintaining its facilities in a safe condition. Work orders will not be issued to the contractor who at the discretion of the Parks, Recreation and Community Services Department has failed to timely respond. It expects the work to be performed in a workmanlike manner and be consistent with manufacturers recommended practices. All work is to be done in an orderly, courteous, safe manner using new materials and leaving the site clean. All debris generated from the work items shall be disposed in an approved landfill.

Calls placed after 5:00 pm (EST) or on weekends will be paid at 1 1/2 the hourly rate. Overtime will not be paid if work starts before 5:00 pm (EST) Monday through Friday and extends beyond that time.

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Overtime will be paid on City holidays for emergency work only. Work started before a holiday and extending into a holiday or weekend will be a regular hourly rate.

Repairs shall provide a minimum six (6) month guarantee without a charge for callbacks.

All work shall be performed in a safe manner with respect to park occupants, boater's (boats/trailers/trucks), visitors, and vendor employees. Contractors must comply with all current OSHA requirements as applicable to service performed.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-08 authorizing the City to declare four vehicles as surplus for a trade-in value of $3,300 and authorizing the City to purchase two new 2026 GMC Sierra pickup trucks at prices of $46,789 and $46,589, respectively, after the trade-in value is applied.

SUBMITTED BY: Adam Thornton, Director of Public Works

TODAY'S DATE: December 17, 2025

MEETING DATE: January 12, 2026

BACKGROUND: City Commission approved the purchase of two new trucks for the Public Works Stormwater and Streets divisions in the Fiscal Year 2025-26 budget. Additionally, City staff has determined there are four vehicles that are past their usable life and can be declared as surplus and used as trade-ins towards the purchase of the two new trucks.

Alan Jay Fleet Sales has offered $3,300 in total as trade-in value for the following vehicles:

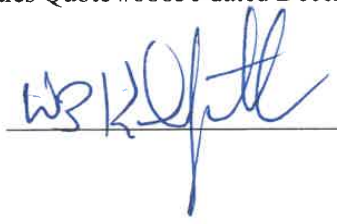
1. 2014 Ford F-150, VIN #: 1FTMF1EM0EKD62486, Trade-In Amount: $1,000
2. 2011 Ford Ranger, VIN #: 1FTKR1AD8BPA26376, Trade-In Amount: $800
3. 2011 Ford Ranger, VIN #: 1FTKR1AD6BPA26375, Trade-In Amount: $500
4. 2007 Ford F-150, VIN #: 1FTRF12217KC19610, Trade-In Amount: $1,000

Alan Jay Fleet Sales has quoted the City a price of $46,789 and $46,589 for each truck, after trade-in credits are applied. Alan Jay Fleet Sales also has a Sourcewell-awarded contract #2026 091521-NAF & 032824-NAF that the City can piggyback on to complete the trade-in and purchase of the new trucks.

BUDGET: There is $50,000 budgeted for each truck in the FY2026 budget, under Project PW2607 (Account #001-5002-541-6401) and PW2620 (Account #470-0000-538-6400).

RECOMMENDATION: Adopt Resolution No. 26-08.

ATTACHMENTS: Resolution No. 26-08
Capital Assets Disposal Forms
Alan Jay Fleet Sales Quote #68074 dated December 16, 2025
Alan Jay Fleet Sales Quote #68856 dated December 16, 2025

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-08

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO DECLARE FOUR VEHICLES AS SURPLUS FOR A TRADE-IN VALUE OF $3,300; AUTHORIZING THE CITY TO PURCHASE TWO NEW 2026 GMC SIERRA PICKUP TRUCKS AT PRICES OF $46,789 AND $46,589, RESPECTIVELY, AFTER THE TRADE-IN VALUE IS APPLIED; 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, City Commission approved the purchase of two new trucks for the Public Works Stormwater and Streets divisions in the Fiscal Year 2025-26 budget and City staff has determined there are four vehicles that are past their usable life and can be declared as surplus and used as trade-ins towards the purchase of the two new trucks; and

WHEREAS, Alan Jay Fleet Sales has offered $3,300 in total as trade-in value for a 2014 Ford F-150 (VIN #: 1FTMF1EM0EKD62486), a 2011 Ford Ranger (VIN #: 1FTKR1AD8BPA26376), a 2011 Ford Ranger (VIN #: 1FTKR1AD6BPA26375), and a 2007 Ford F-150 (VIN #: 1FTRF12217KC19610); and

WHEREAS, Alan Jay Fleet Sales has quoted the City a price of $46,789 and $46,589, respectively, for the trucks, after trade-in credits are applied. Alan Jay Fleet Sales also has a Sourcewell awarded contract #2026 091521-NAF & 032824-NAF that the City can piggyback on to complete the trade-in and purchase of the new trucks; and

WHEREAS, there is $50,000 budgeted for each truck in the FY2026 budget, under Project PW2607 (Account #001-5002-541-6401) and PW2620 (Account #470-0000-538-6400); 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 to declare four vehicles as surplus for a trade-in value of $3,300; and authorizes the City to purchase two new 2026 GMC Sierra pickup trucks at prices of $46,789 and $46,589, respectively, after the trade-in value is applied.

Section 2. 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 12th day of January, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 12/18/2025 **Serial No.** PW62 - 00002519

Asset Tag #: XC7620 **Vehicle VIN No.** 1FTMF1EM0EKD62486

Department: Public Works **Location:** City Yard

Description of Item Including justification for disposal request:

2014 Ford F150 4WD. Vehicle has severe undercarriage rust as well as a failing transmission. Will be traded in with the purchase of a new vehicle.

Reason for Disposal Request:

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

Form Completed By:

Matt Krug

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____

Disposition Method:

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

Entered By: _____

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 12/18/2025 **Serial No.** PW65 - 0002298

Asset Tag #: XC4012 **Vehicle VIN No.** 1FTKR1AD8BPA26376

Department: Public Works **Location:** City Yard

Description of Item Including justification for disposal request:

2011 Ford Ranger. Vehicle has significant rust throughout. A/C compressor no longer works. Will be traded in with the purchase of a new vehicle.

Reason for Disposal Request:

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

Form Completed By:

Matt Krug

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____

Disposition Method:

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

Entered By: _____

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 12/18/2025 **Serial No.** PW56 - 00002297

Asset Tag #: XC4013 **Vehicle VIN No.** 1FTKR1AD6BPA26375

Department: Public Works **Location:** City Yard

Description of Item Including justification for disposal request:

2011 Ford Ranger. Vehicle has significant body rust including several holes in the frame. Will be traded in with the purchase of a new vehicle.

Reason for Disposal Request:

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

Form Completed By:

Matt Krug

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____

Disposition Method:

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

Entered By: _____

City of Atlantic Beach
Captial Asset Disposal Request Form

Date of Request: 12/18/2025 **Serial No.** P16 - 00001815

Asset Tag #: 241329 **Vehicle VIN No.** 1FTRF12217KC19610

Department: Public Works **Location:** City Yard

Description of Item Including justification for disposal request:

2007 Ford F150. Truck has significant rust throughout. Truck runs well but has aged itself out. All current maintenance and repairs are non-contract due to age. Will be traded in with the purchase of a new vehicle.

Reason for Disposal Request:

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

Form Completed By:

Matt Krug

Finance Department Use Only:

Date Sent to Commission: _____

Approved: ____ Denied: _____

Current Book Value _____

Amound Sold For/Trade In _____

Date Entered into System: _____

Disposition Method:

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

Entered By: _____

ALAN JAY FLEET SALES

Contract Number:	2026 091521-NAF & 032824-NAF
Quote ID:	68856
Agency:	ATLANTIC BEACH, CITY OF
Date:	12/16/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 GMC SIERRA 1500 CREW CAB PICKUP 4WD 147" WB WORK TRUCK 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:	$49,895.00
Base Price:	$42,944.00
Factory Options:	$4,900.00
Aftermarket Options:	$245.00
Vehicle Price:	$48,089.00
Trade Credit:	($1,500.00)
Purchase Total:	$46,589.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

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

Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)	DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 68856-1
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/16/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/16/2025

REQUESTING AGENCY **ATLANTIC BEACH, CITY OF**
CONTACT PERSON **MATT KRUG** EMAIL MKRUG@COAB.US
PHONE **904-463-5792** MOBILE FAX

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL TK10543 1SA — MSRP $49,895.00

2026 GMC SIERRA 1500 CREW CAB PICKUP 4WD 147" WB WORK TRUCK 5.5' BED

CUSTOMER ID

CONTRACT PRICE $42,944.00

BED LENGTH: 5.5' Bed

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

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
L84	Engine, 5.3L EcoTec3 V8	$1,590.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	$0.00
1SA	OPTIONS Pro Preferred Equipment Group	$0.00
5H1	Key equipment, two additional key fobs	$40.00
AKO	Glass, deep-tinted	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C49	Defogger, rear-window electric	$0.00
C5H	GVWR, 6900 lbs. (3130 kg)	$0.00
CGN	Bedliner, Spray-on	$540.00
CTT	Hitch Guidance	$0.00
DLF	Mirrors, outside heated power-adjustable	$0.00
FE9	Emissions, Federal requirements	$0.00
G80	Auto-locking rear differential	$390.00
GU5	Rear axle, 3.23 ratio	$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	$0.00
JL1	Trailer brake controller, integrated	$270.00
KC4	Cooling, external engine oil cooler	$0.00
KNP	Cooling, auxiliary external transmission oil cooler	$0.00
KW7	Alternator, 170 amps	$0.00
PCI	Convenience Package	$835.00
QBN	Tires, 255/70R17 all-season, blackwall	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	$0.00
QT5	Tailgate, gate function manual with EZ Lift	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	$0.00
RVS	LPO, Black tubular assist steps, 4" round	$845.00
UF2	LED Cargo Area Lighting	$0.00
VK3	License plate kit, front	$0.00
Z82	Trailering Package	$390.00
	FACTORY OPTIONS	**$4,900.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
	CONTRACT OPTIONS	**$245.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

TRADE IN	**TOTAL COST**	**$48,089.00**
	2011 FORD RANGER WHITE 55292 Miles VIN: 1FTKR1AD6 BPA26375	($500.00)
	2007 FORD F150 WHITE 86164 Miles VIN: 1FTRF1221 7KC19610	($1,000.00)
	TOTAL COST LESS TRADE IN(S) **QTY** **1**	**$46,589.00**

Estimated Annual payments for 60 months paid in advance: $10,711.77
Municipal finance for any essential use vehicle, requires lender approval, WAC.

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

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

"I Want to be Your Fleet Provider"

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

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

Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)



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

Window Sticker

SUMMARY

[Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro — MSRP:$44,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL		MSRP
TC10543	[Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro		$44,000.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
5H1	Key equipment, two additional key fobs		$45.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
C5H	GVWR, 6900 lbs. (3130 kg)		$0.00

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Data Version: 26919. Data Updated: Nov 6, 2025 6:49:00 PM PST.

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

Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

CGN	Bedliner, Spray-on		$545.00
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		$0.00
G80	Auto-locking rear differential		$395.00
GAZ	Summit White		$0.00
GU5	Rear axle, 3.23 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		$0.00
JL1	Trailer brake controller, integrated		$275.00
KC4	Cooling, external engine oil cooler	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$1,595.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	Inc.	
PCI	Convenience Package		$840.00
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		$0.00
RVS	LPO, Black tubular assist steps, 4" round		$850.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		$0.00
Z82	Trailering Package		$395.00
	SUBTOTAL		**$48,940.00**
	Adjustments Total		$0.00
	Destination Charge		$2,595.00
	TOTAL PRICE		**$51,535.00**

FUEL ECONOMY

Est City:16 MPG

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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ALAN JAY FLEET
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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Standard Equipment

Package	
	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	
	Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (X31) X31 Off-Road Package, (ZW9) pickup bed delete or (KC4) external engine oil cooler. Includes (KW5) 220-amp alternator.) (STD)
	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)
	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)
	GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) TurboMax engine. Requires Double Cab 2WD model with (L3B) TurboMax engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 with (L3B) TurboMax engine or 2WD TC10903 model with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8.) (STD)
	Push Button Start
	Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)
	Suspension Package, Standard
	Rear wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)
	Frame, fully-boxed, hydroformed front section
	Cargo tie downs (12), fixed
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
	Exhaust, aluminized stainless-steel muffler and tailpipe
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
	Tires, 255/70R17 all-season, blackwall (STD)

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

Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Exterior	
	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
	Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
	CornerStep, rear bumper
	Grille (Chrome header with flat black grille insert bars)
	Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
	Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
	Mirrors, outside manual, Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Tailgate and bed rail protection caps, top
	Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Door handles, Black grained
Entertainment	
	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wireless, Apple CarPlay / Wireless Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering wheel, urethane
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Compass, located in instrument cluster
	Exterior Temperature Display, located in radio display
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available on Regular Cab models.)
	Door locks, power
	Remote Keyless Entry
	Cruise control, steering wheel-mounted
	Steering column lock, electrical
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone manual
	Air vents, rear (Not available with Regular Cab model.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Interior	
	Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
	Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
	Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
	Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
	Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) GMC Pro Safety.)
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
	Rear Seat Reminder (Requires a Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Safety-Mechanical	
	Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps, LED signature lighting

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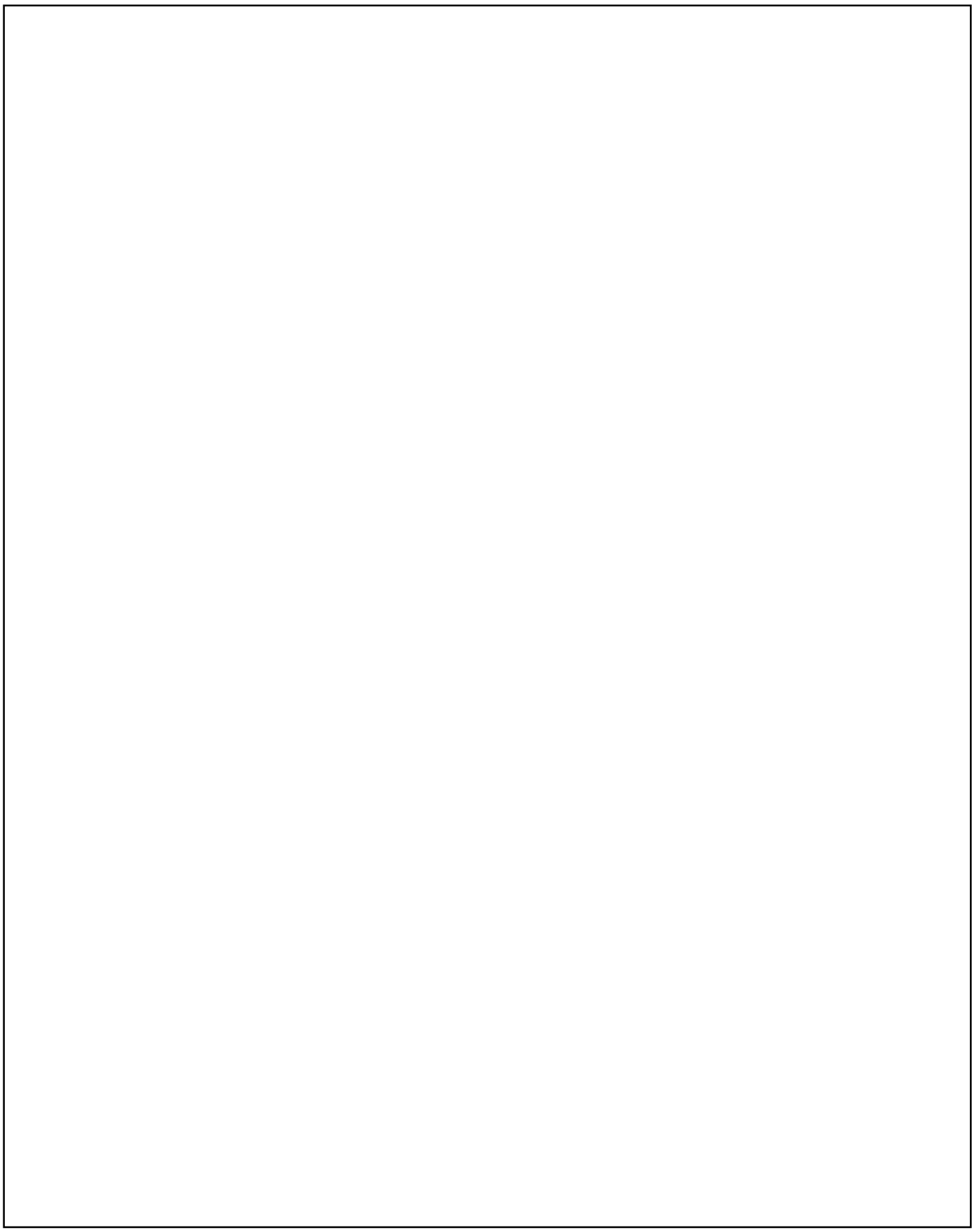
ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Sierra TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Sierra TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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ALAN JAY FLEET SALES

Contract Number:	2026 091521-NAF & 032824-NAF
Quote ID:	68074
Agency:	ATLANTIC BEACH, CITY OF
Date:	12/16/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 GMC SIERRA 1500 CREW CAB PICKUP 4WD 147" WB WORK TRUCK 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:	$49,895.00
Base Price:	$42,944.00
Factory Options:	$4,900.00
Aftermarket Options:	$245.00
Vehicle Price:	$48,089.00
Trade Credit:	($1,300.00)
Purchase Total:	$46,789.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

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

Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote	68074-4
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
11/7/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/16/2025

REQUESTING AGENCY **ATLANTIC BEACH, CITY OF**
CONTACT PERSON **MATT KRUG** EMAIL MKRUG@COAB.US
PHONE **904-463-5792** MOBILE FAX

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL TK10543 1SA — MSRP $49,895.00

2026 GMC SIERRA 1500 CREW CAB PICKUP 4WD 147" WB WORK TRUCK 5.5' BED

CUSTOMER ID

CONTRACT PRICE $42,944.00

BED LENGTH 5.5' Bed

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

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
L84	Engine, 5.3L EcoTec3 V8	$1,590.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	$0.00
1SA	OPTIONS Pro Preferred Equipment Group	$0.00
5H1	Key equipment, two additional key fobs	$40.00
AKO	Glass, deep-tinted	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C49	Defogger, rear-window electric	$0.00
C5H	GVWR, 6900 lbs. (3130 kg)	$0.00
CGN	Bedliner, Spray-on	$540.00
CTT	Hitch Guidance	$0.00
DLF	Mirrors, outside heated power-adjustable	$0.00
FE9	Emissions, Federal requirements	$0.00
G80	Auto-locking rear differential	$390.00
GU5	Rear axle, 3.23 ratio	$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	$0.00
JL1	Trailer brake controller, integrated	$270.00
KC4	Cooling, external engine oil cooler	$0.00
KNP	Cooling, auxiliary external transmission oil cooler	$0.00
KW7	Alternator, 170 amps	$0.00
PCI	Convenience Package	$835.00
QBN	Tires, 255/70R17 all-season, blackwall	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	$0.00
QT5	Tailgate, gate function manual with EZ Lift	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	$0.00
RVS	LPO, Black tubular assist steps, 4" round	$845.00
UF2	LED Cargo Area Lighting	$0.00
VK3	License plate kit, front	$0.00
Z82	Trailering Package	$390.00
	FACTORY OPTIONS	**$4,900.00**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	$245.00
	CONTRACT OPTIONS	**$245.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

TRADE IN	**TOTAL COST**	**$48,089.00**
	2014 FORD F150 WHITE 79199 Miles VIN: 1FTMF1EM0 EKD62486	($500.00)
	2011 FORD RANGER WHITE 52291 Miles VIN: 1FTKR1AD8 BPA26376	($800.00)
	TOTAL COST LESS TRADE IN(S) QTY 1	**$46,789.00**

Estimated Annual payments for 60 months paid in advance: $10,757.76
Municipal finance for any essential use vehicle, requires lender approval, WAC.

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

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

"I Want to be Your Fleet Provider"

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

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

Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)



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

Window Sticker

SUMMARY

[Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro — MSRP:$44,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL		MSRP
TC10543	[Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro		$44,000.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
5H1	Key equipment, two additional key fobs		$45.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
C5H	GVWR, 6900 lbs. (3130 kg)		$0.00

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Data Version: 26919. Data Updated: Nov 6, 2025 6:49:00 PM PST.

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

Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

CGN	Bedliner, Spray-on		$545.00
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		$0.00
G80	Auto-locking rear differential		$395.00
GAZ	Summit White		$0.00
GU5	Rear axle, 3.23 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		$0.00
JL1	Trailer brake controller, integrated		$275.00
KC4	Cooling, external engine oil cooler	Inc.	
KNP	Cooling, auxiliary external transmission oil cooler	Inc.	
KW7	Alternator, 170 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		$1,595.00
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled	Inc.	
PCI	Convenience Package		$840.00
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		$0.00
RVS	LPO, Black tubular assist steps, 4" round		$850.00
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		$0.00
Z82	Trailering Package		$395.00
	SUBTOTAL		**$48,940.00**
	Adjustments Total		$0.00
	Destination Charge		$2,595.00
	TOTAL PRICE		**$51,535.00**

FUEL ECONOMY

Est City:16 MPG

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Standard Equipment

Package	
	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	
	Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (X31) X31 Off-Road Package, (ZW9) pickup bed delete or (KC4) external engine oil cooler. Includes (KW5) 220-amp alternator.) (STD)
	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)
	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)
	GVWR, 6800 lbs. (3084 kg) (Requires Crew Cab 2WD and (L3B) TurboMax engine. Requires Double Cab 2WD model with (L3B) TurboMax engine or with (L84) 5.3L EcoTec3 V8 engine. Requires Regular Cab 4WD TK10703 with (L3B) TurboMax engine or 2WD TC10903 model with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8.) (STD)
	Push Button Start
	Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)
	Suspension Package, Standard
	Rear wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)
	Frame, fully-boxed, hydroformed front section
	Cargo tie downs (12), fixed
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
	Exhaust, aluminized stainless-steel muffler and tailpipe
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
	Tires, 255/70R17 all-season, blackwall (STD)

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Exterior	
	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
	Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
	CornerStep, rear bumper
	Grille (Chrome header with flat black grille insert bars)
	Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
	Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
	Mirrors, outside manual, Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Tailgate and bed rail protection caps, top
	Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Door handles, Black grained
Entertainment	
	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wireless, Apple CarPlay / Wireless Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering wheel, urethane
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Compass, located in instrument cluster
	Exterior Temperature Display, located in radio display
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available on Regular Cab models.)
	Door locks, power
	Remote Keyless Entry
	Cruise control, steering wheel-mounted
	Steering column lock, electrical
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone manual
	Air vents, rear (Not available with Regular Cab model.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Interior	
	Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
	Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
	Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
	Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
	Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) GMC Pro Safety.)
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
	Rear Seat Reminder (Requires a Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Safety-Mechanical	
	Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps, LED signature lighting

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Vehicle: [Fleet] 2026 GMC Sierra 1500 (TC10543) 2WD Crew Cab 147" Pro (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Sierra TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Sierra TurboMax^{TM} engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-10 authorizing the City to enter into a memorandum of understanding the Jacksonville Sheriff's office to designate JSO's 911 Center as the City of Atlantic Beach's Backup 911 Center.

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: January 2, 2026

MEETING DATE: January 12, 2026

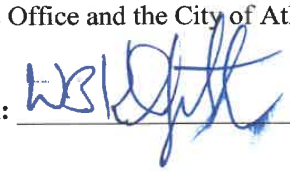
BACKGROUND: The Jacksonville Sheriff's Office (JSO) and the Atlantic Beach Police Department (ABPD) both operate 911 emergency communications centers. During times of natural disaster or other emergency situations, the systems of a 911 Call Center may be temporarily disabled. To ensure continuity of emergency services, JSO has established a fully equipped backup 911 Call Center located at 501 East Bay Street in Jacksonville.

JSO and ABPD wish to enter into a Memorandum of Understanding (MOU) that sets forth the terms by which ABPD may utilize JSO's backup 911 Center if ABPD's primary 911 Center becomes inoperable. The MOU provides a clear operational framework for coordination and use of shared resources in an emergency.

BUDGET: None.

RECOMMENDATION: Adopt Resolution No. 26-10 authorizing the City Manager to execute the Memorandum of Understanding with the Jacksonville Sheriff's Office to designate JSO's facility as ABPD's backup 911 Center, for a term of three years.

ATTACHMENT(S):
1. Resolution No. 26-10
2. Memorandum of Understanding between the Jacksonville Sheriff's Office and the City of Atlantic Beach

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-10

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE JACKSONVILLE SHERIFF'S OFFICE (JSO) TO DESIGNATE JSO'S 911 CENTER AS THE CITY OF ATLANTIC BEACH'S BACK 911 CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Sheriff's Office (JSO) and the Atlantic Beach Police Department (ABPD) each operate 911 emergency communications centers (individually referred to as a "911 Center"); and

WHEREAS, during times of natural disasters, technical failures, or other emergency situations, the operational systems of a 911 Center may be temporarily disabled or rendered inoperable; and

WHEREAS, the JSO has equipped and maintains a backup 911 Center located at 501 East Bay Street, Jacksonville, Florida 32202 (the "Backup 911 Center") that is capable of being immediately utilized to receive and process 911 emergency calls in the event its primary 911 Center becomes disabled; and

WHEREAS, the ABPD and JSO desire to enter into a Memorandum of Understanding (MOU) to establish the terms and conditions under which ABPD may utilize JSO's Backup 911 Center as its emergency backup communications facility in the event ABPD's primary 911 Center is disabled. The term of the agreement is three years.

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 to enter into a memorandum of understanding with the Jacksonville Sheriff's Office (JSO) to designate JSO's 911 Center as the City of Atlantic Beach's Backup 911 Center.

Section 2. The City Commission hereby grants the City Manager signatory authority to execute the agreement and any related documents 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 12th day of January, 2026.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

MEMORANDUM OF UNDERSTANDING FOR BACKUP CENTER/RELOCATION FOR ATLANTIC BEACH POLICE DEPARTMENT 911 CENTER

This Memorandum of Understanding for Backup Center/Relocation for Atlantic Beach Police Department 911 Center (this "**MOU**") is dated _____._____ 2025 (the "**Effective Date**"), and is between the **JACKSONVILLE SHERIFF'S OFFICE**, an office organized and existing under the charter and ordinance code of the City of Jacksonville ("**JSO**"), and **CITY OF ATLANTIC BEACH**, a municipal corporation in Duval County, Florida ("**Atlantic Beach**"), on behalf of the Atlantic Beach Police Department ("**ABPD**").

Whereas, JSO and ABPD have and operate 911 emergency communications centers (individually, a "**911 Center**").

Whereas, during times of natural disaster and other emergency situations, the systems of a 911 Center may be temporarily disabled.

Whereas, JSO has equipped and organized a backup 911 Center located at 501 East Bay Street, Jacksonville, Florida 32202 (the "**Backup 911 Center**") that can be utilized immediately to receive and process 911 emergency calls in the event its primary 911 Center is disabled.

Whereas, JSO and ABPD want to enter into this MOU to set forth the terms by which ABPD may utilize JSO's backup 911 Center as ABPD's backup 911 Center in the event ABPD's primary 911 Center is disabled.

Now, therefore, JSO and ABPD agree as follows:

1. Purpose. The purpose of this MOU is to establish a formal arrangement whereby JSO makes its Backup 911 Center available to ABPD during those times that ABPD may experience failure to its primary 911 Center, subject to the terms of this MOU.

2. Term; Termination. The term of this MOU (the "**Term**") begins on the Effective Date and continues for a period of three years, unless sooner terminated in accordance with the terms of this MOU. The parties may extend the Term by mutual agreement in writing. Either party may terminate this MOU at any time and for any reason by notifying the non-terminating party in writing, at which point this MOU will terminate 30 days after the non-terminating party receives that notice.

3. Backup 911 Center. In the event that ABPD experiences failure to its primary 911 Center, JSO shall allow ABPD to use JSO's Backup 911 Center to receive and process 911 emergency calls. The Backup 911 Center consists of the following equipment:

a. *ID Cards*. Identification cards that will allow access to the appropriate locations in the Backup 911 Center's building and parking areas.

b. *Administrative Computers*. Two administrative computers for connections to ABPD 911 web sites utilized along with a connection for NCIC/FCIC account utilizing ABPD's E-Agent account. The JSO ENT sign on will be utilized to access these computers.

c. *CAD Computer*. Two computers for computer aided dispatch (CAD). ABPD will be responsible for CAD functions and if ABPD is not on the shared CAD system, ABPD will be responsible for utilizing a manual system.

d. *Telephone Computer*. Two telephone computers will be provided for ABPD to connect to the Duval County 911 system. These computers will also have connections for the administrative lines. Calls will be specifically for the Atlantic Beach jurisdiction.

e. *Radio Computers*. One radio computer will be provided with ABPD radio profile.

f. *Miscellaneous Space*. A sleeping area for ABPD employees not working during the time of the emergency situation will be provided as needed. The space should accommodate up to two employees. Space will also be provided for any NCIC files that are necessary for ABPD. ABPD will provide its own NCIC file storage containers and folders.

g. *Shared Equipment and Space*. In the event that ABPD, Neptune Beach Police Department, and Jacksonville Beach Police Department are required to relocate to JSO's Backup 911 Center, ABPD understands and agrees that the services, equipment, and space stated in this MOU will be shared between the three agencies.

h. *Cyber-Attack.* In the event of a suspected cyber-attack at ABPD's 911 Center requiring relocation to the Backup 911 Center, and upon approval from the Assistant Chief of JSO's Information Systems Management Section (ISM) or a higher authority, JSO'S ISM will disable ABPD's enterprise accounts and ABPD will request the enterprise accounts be re-enabled for ABPD's communications personnel.

4. **Liability.** The parties shall be liable for their own acts or omissions, subject to the limitations set forth in section 768.28, Florida Statutes. Each party assumes responsibility for the acts, omissions, or conduct of its employees. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, or of any defense available to either party. Nothing in this MOU shall be construed as consent by either party to be sued by third parties in any matter, whether arising out of this MOU or any other contract.

5. **Insurance.** Each party will provide and bear its own insurance costs.

6. **Public Records.** The parties agree to adhere to the Public Records provisions set forth in Chapter 119, Florida Statutes.

7. **Relationship of Parties.** Nothing in this MOU delegates any constitutional or statutory duty of one party to the other party. Except as set forth in this MOU, neither party shall have any responsibility with respect to services provided or the contractual obligations of the other party. Nothing in this MOU shall be deemed to constitute that the party is a partner, agent, or local representative of the other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties.

8. **No Third-Party Beneficiaries.** This MOU is for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this MOU be deemed to confer or have conferred any rights, express or implied, upon any other third party or person.

9. **Assignment; Successors.** This MOU may not be transferred or assigned to another. This MOU shall be binding upon and inure to the benefit of the parties and their respective successors.

10. **Severability.** The invalidity or unenforceability of any clause or provision in this MOU shall in no way affect the validity or enforceability of any other clause or provision.

11. **Amendment; Waiver.** No amendment or modification of this MOU will be effective unless it is in writing and signed by the parties. No waiver under this MOU will be effective unless it is in writing and signed by the party granting the waiver.

12. Governing Law; Venue. This MOU is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this MOU lies exclusively in the appropriate court in Duval County, Florida.

13. Entire Agreement. This MOU constitutes the entire understanding between the parties with respect to the subject matter of this MOU and supersedes all other agreements, whether written or oral, between the parties.

14. Counterparts. This MOU may be executed electronically and in several counterparts each of which will be deemed an original and all of which will constitute one instrument.

In witness whereof, the parties are signing this MOU the day and year first written above.

Witness

By: _____
Name: _____
Title: _____

JACKSONVILLE SHERIFF'S OFFICE
Pursuant to section 37.101(m), Jacksonville Ordinance Code

By_____
T.K. Waters
Sheriff

Witness

By: _____
Name: _____
Title: _____

CITY OF ATLANTIC BEACH, a municipal corporation in Duval County, Florida

By:_____
Name:_____
Title: _____

_____

Approved as to form for JSO:

Office of General Counsel, City of Jacksonville

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-07 authorizing the City to enter into a memorandum of agreement with U.S. Immigrations and Customs Enforcement (ICE) pursuant to Section 287(g) of the Immigration and Nationality Act to permit designated officers to perform certain immigration enforcement functions.

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: December 15, 2025

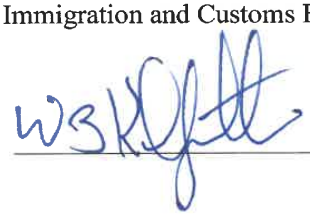
MEETING DATE: January 12, 2026

BACKGROUND: Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), authorizes the U.S. Department of Homeland Security, acting through U.S. Immigration and Customs Enforcement (ICE), to enter into agreements with state and local law enforcement agencies to permit designated officers to perform certain immigration enforcement functions; and the Atlantic Beach Police Department has determined that participation in the 287(g) program will enhance public safety by improving the ability of trained officers to identify and process removable aliens who are arrested for criminal offenses. The current agreement was entered into via approved resolution 25-42, however some minor changes have been made by the US ICE, and a new agreement is required to be signed to continue participating in the program.

BUDGET: None

RECOMMENDATION: Adopt Resolution No. 26-07.

ATTACHMENTS: Resolution No. 26-07
Explanation of MOA changes
United States Immigration and Customs Enforcement MOA (redlined)
United States Immigration and Customs Enforcement MOA

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-07

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

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

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

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

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

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

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

Section 1. The City Commission previously authorized the City to enter into a Memorandum of Agreement with U.S. Immigration and Customs Enforcement pursuant to Section 287(g) of the Immigration and Nationality Act (#25-42).

Section 2. The City Commission authorizes the City to enter into the updated Memorandum of Agreement with U.S. Immigration and Customs Enforcement pursuant to Section 287(g) of the

Immigration and Nationality Act and continue to participate in and manage the implementation of the 287(g) program.

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

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

PASSED AND ADOPTED by the City of Atlantic Beach this 12th day of January, 2026.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason Gabriel, City Attorney

Changes from OLD to NEW Agreement:

Monthly reporting date

1. Previously, a report was tied to an earlier "5th/10th" rhythm. Now, both the Monthly Report and the Monthly Invoice contractually are due by the 10th of the month subsequent to the month of service.
    - This matters because: One monthly close date. Set your calendar to the 10th.
    - Corrected New heading: Invoicing / Monthly Billing.

2. What counts for reimbursement (labels) TEA (Targeted Enforcement Actions) language to IEA (Immigration Enforcement Activities). UAC (Unaccompanied Alien Children) remains.
    - This matters because: Every IEA or UAC mark on a TPW (Task Force Model-Participation Worksheet), counts. Update training/forms so that those in IEA or UAC can make ICE verification transitions.
    - Corrected New Headings: Definitions, Purpose/Responsibilities (or Eligible Activities) Public records & routing media.

3. Corrected General FOIA language to be clear, step-by-step routing: Records of in-custody under ICE go to ICE FOIA; media goes to ICE OPA; Congress goes to ICE Office of Congressional Relations; detainee info is restricted (8 CFR 236.6).
    - This matters because: PIO and legal, must follow this path to other assigned releases and avoid accidental releases.
    - Corrected New heading: Notification and Public Disclosures

4. Corrected -within the borders of the Government outlines and defines general security issues–Names a Corporate Security Officer-CSO; COR/OPR (Contracting Officer's Representative/Office of Professional Responsibility – ICE Field Office) and their delegate may conduct an inspection to determine security and compliance; CO (used to be COR) in charge of the contract issues directions to "cure" if those cure directions are needed.
    - This matters because: It assigns a CSO (our City) and at all times keep all the E-Verify files audit ready. The CSO is responsible for your agency's compliance with all personnel, physical, and information-security requirements tied to the program. The CSO:
      Check staff background records, verify their citizenship, makes E-Verify inquiries, and has primary responsibility for managed staff. Handles and controls maintenance and proper security of the Controlled Information Systems and dissemination of the information. Keeps security SOPs, training, and incidents records. On security issues, shares and submits via ICE COR to the ICE OPR (Office of Professional Responsibility) and assists in carrying out the inspections.

- Corrected New heading: Safety Management

5. New Quality Control- Not a standalone article, is now QC (quality Control) and is clear (you own performance/quality standards).
    - This matters because: Add a simple QC checklist to the monthly packet.

6. Corrected- Which rules control & how disputes are handled. Order of Precedence says this Service Agreement plus the 287(g) TFM (Task Force Model) MOA is controlled by the agreement; as is any disputes: CO decides and appeals to HCA (Head of Contracting Activity- ICE); keep performing during disputes unless HCA decides otherwise.
    - This matters because: We are not to stop work until the CO orders otherwise.

7. NEW: Order of Precedence; Disputes- In a single document, enrollment & payment instructions are now contained (see additional attachments). Requirements were scattered throughout and now are centralized such that we are to have SF-3881 EFT (ACH/Electronic Funds Transfer enrollment form) on file; keep SAM.gov Active (All Awards); consolidated invoices related to salary, overtime, and benefits should be submitted no later than the 10th calendar day after the end of the month in which the services were rendered. All incentive invoices are due no later than 10 calendar days after the end of the Federal Fiscal Quarter. These days are January 10, April 10, July 10, and October 10.
    - This matters because: Finance has a repeatable & orderly work process to perform.
    - Corrected NEW heading: Payment / Invoicing & Enrollment

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
CITY OF ATLANTIC BEACH

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement ("**ICE**"), and **(INSERT SERVICE PROVIDER ENTITY and SAM'S UNIQUE ENTITY IDENTIFIER (UEI))** (**"service provider" or "contractor"**) for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform ~~targeted~~ immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the (Name of service provider) and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:	**ACCEPTED:**
U.S. Immigration and Customs Enforcement	**(Service Provider Organization)**
	(Name)
Contracting Officer (CO)	(Title)
Signature: _____	Signature: _____
Date: _____	Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will ~~will have two weeks from receipt of the targeted enforcement list from ICE to make an arrest. The arrest must be an individual from this list.~~ be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- ~~Targeted Enforcement Actions (TEA) – any case approved by Enforcement and Removal Operations (ERO) in advance of enforcement action.~~

- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ~~ERO shall provide the service provider with an initial targeted enforcement list from ERO's ELITE data system, which will direct required immigration enforcement activities within a specific geographical area.~~

iii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits~~, and operational expenses~~ related to ~~targeted~~ immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the ~~5th~~ 10th day ~~of the corresponding~~ following the month in which services were performed. This process may be updated with further requirements or automations at a later date.

iv. ERO ~~Field Office~~ designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

v. ERO ~~Field Office~~ designee shall verify and validate the service provider's ~~targeting~~ immigration enforcement activity accomplishments ~~against the provided ELITE list~~ on a monthly basis, with disbursements to be paid quarterly

vi. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly. ~~,and targeted enforcement incentive payments will be disbursed quarterly.~~

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all ~~targeted~~ immigration enforcement activities addressed in this agreement. ~~Targeted~~ Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE. ~~The MOA can be found here https://www.ice.gov/doclib/about/offices/ero/287g/moaFillableTFM.pdf.~~

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii.~~iii~~ above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.

iv. The service provider shall provide ERO with ~~targets located from the provided ELITE list~~ subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

~~v.~~ The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the ~~an operationalized team~~ apprehension.

v. ~~vii~~On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).

C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for ~~TEA~~ IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is ~~TEA~~ IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

~~On the first day of each month, the service provider POC will send the ERO POC a list of all TO enforcement actions along with copies of each TPW.~~

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for

purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment ~~8~~ 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal

laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on

individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
CITY OF ATLANTIC BEACH

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement (**"ICE"**), and **CITY OF ATLANTIC BEACH and W2ZNQX64HDF5 (SAM'S UNIQUE ENTITY IDENTIFIER (UEI)) ("service provider" or "contractor")** for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the **City of Atlantic Beach** and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:	**ACCEPTED:**
U.S. Immigration and Customs Enforcement	**City of Atlantic Beach** Bill Killingsworth
Contracting Officer (CO)	City Manager
Signature: _____	Signature: _____
Date: _____	Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 10th day following the month in which services were performed. This process may be updated with further requirements or automations at a later date.

iii. ERO designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

iv. ERO designee shall verify and validate the service provider's immigration enforcement activity accomplishments on a monthly basis, with disbursements to be paid quarterly

v. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly.

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all immigration enforcement activities addressed in this agreement. Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE.

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii. above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.

iv. The service provider shall provide ERO with subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the apprehension.

v. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).

C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.
>
> Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-03 authorizing an agreement for electrical troubleshooting and repairs with Limbaugh Electrical Contracting.

SUBMITTED BY: Adam Thornton, Public Works Director
Troy Stephens, Public Utilities Director

DATE: December 2, 2025

MEETING DATE: January 12, 2026

SUMMARY: On November 19, 2025, one bid from Limbaugh Electrical Contracting was received for Bid No. 2526-03 Multi-Year Contract for Electrical Troubleshooting and Repairs. The purpose of this bid is to select a contractor to perform electrical repairs or minor improvements that cannot be performed by City forces.

Limbaugh Electrical Contracting is currently under contract for electrical services. They have been performing satisfactory electrical work for the City, including extensive work on our HVAC equipment, for many years.

The period of the contract for Electrical Troubleshooting and Repairs shall expire five (5) years after the date of commencement. The Contractor may cancel the contract at the end of the 3rd or 4th anniversary year, without cause, upon six (6) months prior written notification to the City.

BUDGET: The actual cost to be awarded under this contract is unknown. Tasks will be awarded under the City's purchasing policies on an as needed basis. Adequate funding for Electrical Contractors is budgeted as follows:

- $7,500 in Parks Maintenance account 001-6020-572-4600
- $20,000 in Water Production account 400-5502-533-3400
- $25,000 in Sewer Collection account 410-5506-535-3400
- $30,000 in Sewer Treatment account 410-5508-535-3400

RECOMMENDATION: Adopt Resolution No. 26-03.

ATTACHMENTS: Resolution No. 26-03
Bid Tabulation for 2526-03 Multi-Year Contract for Electrical Troubleshooting and Repairs
Bid is on file with the City Clerk's Office.

APPROVED BY CITY MANAGER: Kevin Hyzer 1/8

RESOLUTION NO. 26-03

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR ELECTRICAL TROUBLESHOOTING AND REPAIRS WITH LIMBAUGH ELECTRICAL CONTRACTING; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AGREEMENTS AND CONTRACTS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 19, 2025, one bid from Limbaugh Electrical Contracting was received for Bid No. 2526-03 Multi-Year Contract for Electrical Troubleshooting and Repairs; and

WHEREAS, the purpose of this agreement is primarily for electrical repairs or minor improvements that cannot be performed by City forces; and

WHEREAS, Limbaugh Electrical Contracting is currently under contract for electrical services. They have been performing satisfactory electrical work for the City, including extensive work on our HVAC equipment, for many years; and

WHEREAS, the period of the contract for Electrical Troubleshooting and Repairs shall expire five (5) years after the date of commencement. The Contractor may cancel the contract at the end of the 3rd or 4th anniversary year, without cause, upon six (6) months prior written notification to the City; and

WHEREAS, funds for Electrical Contractor Services are budgeted as follows: $7,500 in the Parks Maintenance Account 001-6020-572-4600; $20,000 in Water Production Account 400-5502-533-3400; $25,000 in Sewer Collection account 410-5506-535-3400, and $20,000 in Sewer Treatment account 410-5508-535-3400.

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

Section 1. City Commission hereby authorizes awarding Bid 2526-03 to Limbaugh Electrical Contracting;

Section 2. The City Commission hereby authorizes the City Manager to execute any contracts and purchase orders 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 12th day of January, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

City of Atlantic Beach
Multi-Year Electrical Troubleshooting and Repairs
November 19, 2025

BID 2526-03

Required Documents	Limbaugh Electrical Contracting
Submission in Duplicate - All Documents	X
Document Requirements Checklist	X
Bid Form	X
Insurance Certificate	X
References - Three (3)	X
Electrical Contractior License(s)	X
Documentation of Master Electrician Certification by N FL Building Trades Assoc. in Industrial Motor Control school in Water/Wastewater Treatment Facilities	X
Documentation on Master Electrician graduation from State approved apprenticeship program and training in industrial electricity	X
Client list with evidence of 5 years' experience with Water/Wastewater facilities	X
Business Tax Receipt	X
Agree to Base Bid Specifications	X
Anti-Kickback Affidavit	X
Bidder's Qualification Statement	X
Conflict Affidavit	X
Contractor Certification and Addendum Acknowledgement	X
Drug-Free Workplace	X
Equal Opportunity Statement	X
E-Verify Form	X
Exceptoins to Solicitation Form	X
New Vendor Information	X
Non-Collusion Certification	X
Public Entity Crime Affidavit	X
Public Records Provisions	X
Subcontractor Participation Schedule	X
Vendor Certification regarding Discriminatory Vendor Lists	X
W-9 Form	X
Fictitious Job - Total Cost	$200.20

Award of Bid based on Department Analysis and Commission Approval

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-07 authorizing the City to enter into a memorandum of agreement with U.S. Immigrations and Customs Enforcement (ICE) pursuant to Section 287(g) of the Immigration and Nationality Act to permit designated officers to perform certain immigration enforcement functions.

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: December 15, 2025

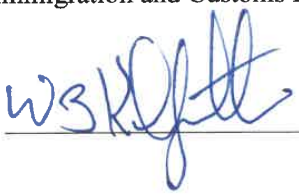
MEETING DATE: January 12, 2026

BACKGROUND: Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), authorizes the U.S. Department of Homeland Security, acting through U.S. Immigration and Customs Enforcement (ICE), to enter into agreements with state and local law enforcement agencies to permit designated officers to perform certain immigration enforcement functions; and the Atlantic Beach Police Department has determined that participation in the 287(g) program will enhance public safety by improving the ability of trained officers to identify and process removable aliens who are arrested for criminal offenses. The current agreement was entered into via approved resolution 25-42, however some minor changes have been made by the US ICE, and a new agreement is required to be signed to continue participating in the program.

BUDGET: None

RECOMMENDATION: Adopt Resolution No. 26-07.

ATTACHMENTS: Resolution No. 26-07
Explanation of MOA changes
United States Immigration and Customs Enforcement MOA (redlined)
United States Immigration and Customs Enforcement MOA

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 26-07

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

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

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

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

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

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

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

Section 1. The City Commission previously authorized the City to enter into a Memorandum of Agreement with U.S. Immigration and Customs Enforcement pursuant to Section 287(g) of the Immigration and Nationality Act (#25-42).

Section 2. The City Commission authorizes the City to enter into the updated Memorandum of Agreement with U.S. Immigration and Customs Enforcement pursuant to Section 287(g) of the

Immigration and Nationality Act and continue to participate in and manage the implementation of the 287(g) program.

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

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

PASSED AND ADOPTED by the City of Atlantic Beach this 12th day of January, 2026.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason Gabriel, City Attorney

Changes from OLD to NEW Agreement:

Monthly reporting date

1. Previously, a report was tied to an earlier "5th/10th" rhythm. Now, both the Monthly Report and the Monthly Invoice contractually are due by the 10th of the month subsequent to the month of service.
    - This matters because: One monthly close date. Set your calendar to the 10th.
    - Corrected New heading: Invoicing / Monthly Billing.

2. What counts for reimbursement (labels) TEA (Targeted Enforcement Actions) language to IEA (Immigration Enforcement Activities). UAC (Unaccompanied Alien Children) remains.
    - This matters because: Every IEA or UAC mark on a TPW (Task Force Model-Participation Worksheet), counts. Update training/forms so that those in IEA or UAC can make ICE verification transitions.
    - Corrected New Headings: Definitions, Purpose/Responsibilities (or Eligible Activities) Public records & routing media.

3. Corrected General FOIA language to be clear, step-by-step routing: Records of in-custody under ICE go to ICE FOIA; media goes to ICE OPA; Congress goes to ICE Office of Congressional Relations; detainee info is restricted (8 CFR 236.6).
    - This matters because: PIO and legal, must follow this path to other assigned releases and avoid accidental releases.
    - Corrected New heading: Notification and Public Disclosures

4. Corrected -within the borders of the Government outlines and defines general security issues–Names a Corporate Security Officer-CSO; COR/OPR (Contracting Officer's Representative/Office of Professional Responsibility – ICE Field Office) and their delegate may conduct an inspection to determine security and compliance; CO (used to be COR) in charge of the contract issues directions to "cure" if those cure directions are needed.
    - This matters because: It assigns a CSO (our City) and at all times keep all the E-Verify files audit ready. The CSO is responsible for your agency's compliance with all personnel, physical, and information-security requirements tied to the program. The CSO:
      Check staff background records, verify their citizenship, makes E-Verify inquiries, and has primary responsibility for managed staff. Handles and controls maintenance and proper security of the Controlled Information Systems and dissemination of the information. Keeps security SOPs, training, and incidents records. On security issues, shares and submits via ICE COR to the ICE OPR (Office of Professional Responsibility) and assists in carrying out the inspections.

- Corrected New heading: Safety Management

5. New Quality Control- Not a standalone article, is now QC (quality Control) and is clear (you own performance/quality standards).
    - This matters because: Add a simple QC checklist to the monthly packet.

6. Corrected- Which rules control & how disputes are handled. Order of Precedence says this Service Agreement plus the 287(g) TFM (Task Force Model) MOA is controlled by the agreement; as is any disputes: CO decides and appeals to HCA (Head of Contracting Activity- ICE); keep performing during disputes unless HCA decides otherwise.
    - This matters because: We are not to stop work until the CO orders otherwise.

7. NEW: Order of Precedence; Disputes- In a single document, enrollment & payment instructions are now contained (see additional attachments). Requirements were scattered throughout and now are centralized such that we are to have SF-3881 EFT (ACH/Electronic Funds Transfer enrollment form) on file; keep SAM.gov Active (All Awards); consolidated invoices related to salary, overtime, and benefits should be submitted no later than the 10th calendar day after the end of the month in which the services were rendered. All incentive invoices are due no later than 10 calendar days after the end of the Federal Fiscal Quarter. These days are January 10, April 10, July 10, and October 10.
    - This matters because: Finance has a repeatable & orderly work process to perform.
    - Corrected NEW heading: Payment / Invoicing & Enrollment

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
CITY OF ATLANTIC BEACH

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement ("**ICE**"), and **(INSERT SERVICE PROVIDER ENTITY and SAM'S UNIQUE ENTITY IDENTIFIER (UEI))** (**"service provider" or "contractor"**) for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform ~~targeted~~ immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the (Name of service provider) and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:	**ACCEPTED:**
U.S. Immigration and Customs Enforcement	**(Service Provider Organization)**
	(Name)
Contracting Officer (CO)	(Title)
Signature: _____	Signature: _____
Date: _____	Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will ~~will have two weeks from receipt of the targeted enforcement list from ICE to make an arrest. The arrest must be an individual from this list.~~ be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- ~~Targeted Enforcement Actions (TEA) – any case approved by Enforcement and Removal Operations (ERO) in advance of enforcement action.~~

- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ~~ERO shall provide the service provider with an initial targeted enforcement list from ERO's ELITE data system, which will direct required immigration enforcement activities within a specific geographical area.~~

iii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits~~, and operational expenses~~ related to ~~targeted~~ immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the ~~5th~~ 10th day ~~of the corresponding~~ following the month in which services were performed. This process may be updated with further requirements or automations at a later date.

iv. ERO ~~Field Office~~ designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

v. ERO ~~Field Office~~ designee shall verify and validate the service provider's ~~targeting~~ immigration enforcement activity accomplishments ~~against the provided ELITE list~~ on a monthly basis, with disbursements to be paid quarterly

vi. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly. ~~,and targeted enforcement incentive payments will be disbursed quarterly.~~

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all ~~targeted~~ immigration enforcement activities addressed in this agreement. ~~Targeted~~ Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE. ~~The MOA can be found here https://www.ice.gov/doclib/about/offices/ero/287g/moaFillableTFM.pdf.~~

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii.~~iii~~ above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.

iv. The service provider shall provide ERO with ~~targets located from the provided ELITE list~~ subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

~~v.~~ The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the ~~an operationalized team~~ apprehension.

v. ~~vii~~On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).

C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for ~~TEA~~ IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is ~~TEA~~ IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

~~On the first day of each month, the service provider POC will send the ERO POC a list of all TO enforcement actions along with copies of each TPW.~~

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for

purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment ~~8~~ 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal

laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on

individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
CITY OF ATLANTIC BEACH

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement ("**ICE**"), and **CITY OF ATLANTIC BEACH and W2ZNQX64HDF5 (SAM'S UNIQUE ENTITY IDENTIFIER (UEI)) ("service provider" or "contractor")** for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform immigration enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement (ORR) custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

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- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the **City of Atlantic Beach** and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:	**ACCEPTED:**
U.S. Immigration and Customs Enforcement	**City of Atlantic Beach** Bill Killingsworth
Contracting Officer (CO)	City Manager
Signature: _____	Signature: _____
Date: _____	Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will be reimbursed for any time spent conducting immigration enforcement activities. The enforcement action activities may be during the course of normal duties, or at the direction of ICE.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- Immigration Enforcement Activities (IEA) - any immigration enforcement work conducted during the course of normal duties, and/or work in concert with local ICE/ERO officers.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), and benefits related to immigration enforcement activities performed on behalf of ICE. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 10th day following the month in which services were performed. This process may be updated with further requirements or automations at a later date.

iii. ERO designee shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

iv. ERO designee shall verify and validate the service provider's immigration enforcement activity accomplishments on a monthly basis, with disbursements to be paid quarterly

v. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly.

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all immigration enforcement activities addressed in this agreement. Immigration enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE.

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.ii. above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE on the monthly invoice submission.

iv. The service provider shall provide ERO with subjects of interest located from immigration enforcement activities and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each credentialed TFO assigned to the apprehension.

v. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework).

C. Rates: All rates are specified in the OF347. This is a fixed rate agreement, subject to the availability of funds.

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for IEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is IEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

The LEA POC will create a process to save and track all TFO TPWs.

The ERO POC will reconcile the list of TFO enforcement actions against events recorded in ICE systems of record. Any unmatched records will be reviewed by the ERO POC to identify a cause and resolution. If a case cannot be resolved because it is not in an ICE system of record, then the ERO POC will notify the service provider POC that the case has been rejected. If the service provider POC submits correct information and the case is located, then credit will be granted.

If the service provider has indicated they will participate in locating UACs within their jurisdiction, all work performed must be in accordance with the UAC Statement of Objectives and Performance Metrics, Responsibilities, and Incentives Overview. These two documents are available upon request and confirmation of participation in locating UACs within their jurisdiction. The two documents will be incorporated into the agreement once participation is verified.

Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.
>
> Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision: If the service provider does not agree with the final decision, the matter may be appealed to the ICE Head of Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the immigration enforcement action is performed. Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a service provider employee arising in the performance of this agreement.

C. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

D. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 4.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-11 accepting the donation of a Peace Pole from the Rotary Club of Jacksonville-Oceanside and approving its installation at Jack Russell Park.

SUBMITTED BY: Amanda Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: January 2, 2026

MEETING DATE: January 12, 2026

BACKGROUND: The Rotary Club of Jacksonville-Oceanside has offered to donate a "Peace Pole" to the City of Atlantic Beach. Peace Poles serve as international monuments, currently planted in over 250,000 communities worldwide, and carry the universal message, "May Peace Prevail On Earth". This donation is intended to provide a visible symbol of peace and conflict resolution for the world family.

Jack Russell Park, specifically the area in the vicinity of the racquetball courts, has been identified as a suitable high-visibility location for the monument. The City Commission finds that this donation serves a valid public purpose and enhances the social quality of life for residents.

Key provisions of the resolution include:

- Installation: Authorization for the City Manager to coordinate final design and precise placement with the Rotary Club to ensure it fits park infrastructure.
- Relocation: The City retains the right to relocate the Peace Pole at any time based on future planning or operational needs, subject to City Commission approval.

BUDGET: The monument is being provided as a donation from the Rotary Club of Jacksonville-Oceanside.

RECOMMENDATION: Adopt Resolution No. 26-11.

ATTACHMENTS: Resolution No. 26-11
Schematic
Photo

REVIEWED BY CITY MANAGER: Kevin Hogancamp

RESOLUTION NO. 26-11

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING THE DONATION OF A PEACE POLE FROM THE ROTARY CLUB OF JACKSONVILLE-OCEANSIDE; APPROVING ITS INSTALLATION AT JACK RUSSELL PARK; ESTABLISHING CONDITIONS FOR ITS MAINTENANCE AND RELOCATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rotary Club of Jacksonville-Oceanside has generously offered to donate a "Peace Pole" to the City of Atlantic Beach as a visible symbol of the hopes and dreams of the world family for peace and conflict resolution; and

WHEREAS, Peace Poles carry the universal message, "May Peace Prevail On Earth," and serve as international monuments to peace planted in more than 250,000 communities worldwide; and

WHEREAS, the City of Atlantic Beach recognizes the value of direct community support and the positive impact such symbols have on the aesthetic and social quality of life for its residents; and

WHEREAS, Jack Russell Park has been identified as a suitable high-visibility location for the installation of this monument; and

WHEREAS, the City Commission finds that accepting this donation serves a valid public purpose and promotes the civic well-being of the community.

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

Section 1. The City of Atlantic Beach officially accepts the donation of the Peace Pole from the Rotary Club of Jacksonville Oceanside.

Section 2. The City Commission hereby approves the installation of the Peace Pole at Jack Russell Park, specifically in the vicinity of the racquetball courts.

Section 3. The City Manager or his designee is authorized to coordinate with the Rotary Club on the final design and precise placement to ensure the installation fits appropriately within the park's infrastructure.

Section 4. The acceptance and placement of the Peace Pole are subject to the following caveat: the Peace Pole is subject to relocation at any time based on the City's future planning and operational needs, provided such relocation is approved by the City Commission.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 12th day of January, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Russell Park
Atlantic Beach, FL
800 Seminole Rd
South of Southern Entrance
North of Tennis Courts
North Side of Mural

20' terracotta mural side of existing Building

Rotary Logo

5' Park Benches
4 metal arms
4 Legs
4 Anchored into concrete

Rotary Logo

10' square

concrete anchors

entrance

center Pavers

taller grown plants

2½' concrete surround

entrance

Peace Pole
4" sq
8' above concrete
2' Below

entrance

low grown plants

North parking

Concept courtesy of Landscape Architect
Karen Hanna
Professor Emeritus
U of Arkansas
California Polytech
Pomona + SLO
Sister of Rosemary Takacs
904-318-3229


May Peace Prevail On Earth

RESOLUTION NO. 26-14

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE APPOINTMENT OF DEPUTY CITY MANAGER KEVIN HOGENCAMP AS INTERIM CITY MANAGER; AUTHORIZING CONTINUED SERVICE IN THE CAPACITY OF CITY MANAGER UNTIL THE APPOINTMENT OF A PERMANENT CITY MANAGER; AUTHORIZING AN ADDITIONAL SALARY PERCENTAGE AND MILEAGE ALLOWANCE DURING THE TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by virtue of the City Manager vacancy and pursuant to Article III, Section 24, of the Charter, Kevin Hogencamp currently serves as Interim City Manager for the City of Atlantic Beach; and

WHEREAS, there is a continued need for an Interim City Manager to ensure the efficient operation of City government; and

WHEREAS, the City Commission deems it in the best interest of the City to formalize the approval of Kevin Hogencamp acting in the capacity of Interim City Manager; and

WHEREAS, the City Commission desires to establish the specific compensation and mileage allowance for the duration of this interim appointment.

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

Section 1. Appointment. The City Commission hereby approves the appointment of Deputy City Manager Kevin Hogencamp as Interim City Manager, effective immediately, until the appointment of a permanent City Manager.

Section 2. Temporary Salary Increase. During the pendency of his service as Interim City Manager, Kevin Hogencamp shall receive: (i) a temporary increase of ___ to his current base salary; and (ii) a monthly mileage allowance in the amount of $____. This salary increase and mileage allowance shall cease upon the selection and assumption of duties by a permanent City Manager.

Section 3. Authority and Duties. Pursuant to Article II, Section 10 of the Charter, as Interim City Manager, Kevin Hogencamp shall exercise all powers and duties of the City Manager as provided by the City Charter, applicable ordinances, and state law.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: An ordinance of the City of Atlantic Beach, County of Duval, State of Florida, amending Chapter 14, Planning/Zoning/Appeals, Article 1, Section 14-1 remove outdated reference to the comprehensive plan and allow for amendments to the comprehensive plan; Article 11 community development board, Section 14-17, composition; qualifications of members; officers adding a second alternate member; Section 14-18, terms of office of members; filling of vacancies, delineating the succession of the alternate members; Section 14-19, removal of members, clarifying the process; Section 14-24 appeals, changing director to city manager or his/her designee 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: January 2, 2026

MEETING DATE: January 12, 2026

BACKGROUND: The Board Member Review Committee recommends the City consider amending the composition of the Community Development Board (CDB) to include one additional alternate member. The CDB currently consists of seven (7) regular members and one (1) alternate member. To improve meeting attendance and ensure consistent quorum availability, the Committee recommended adding a second alternate position.

During staff's review of Chapter 14, several additional updates were identified as necessary. They are:

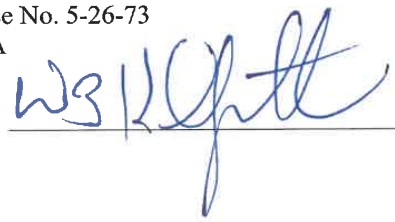
- **Comprehensive Plan Reference Update:** Removing outdated references to the 1990 Comprehensive Plan and revising the language to instead reference the most recently adopted Comprehensive Plan.
- **Alternate Member Structure:** Adding the second alternate position, establishing a clear voting order for alternates, and permitting the second alternate to advance into the first alternate position in the event of a vacancy.
- **Administrative Language Revisions:** Streamlining terminology by replacing references to specific job titles with "the City Manager or his/her designee," ensuring consistency and flexibility in administration.
- **Member Removal Procedure:** Updating language related to the removal of board members by changing "shall" to "may" when referring matters to the City Commission for removal, thereby providing discretion in the process.

This is the second reading; the ordinance was approved on first reading on December 8, 2025.

BUDGET: None

RECOMMENDATION: Review and vote on Ordinance No. 5-26-73

ATTACHMENT(S): Ordinance No. 5-26-73
Exhibit A

REVIEWED BY CITY MANAGER: 

ORDINANCE NO. 5-26-73

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING CHAPTER 14, PLANNING/ZONING/APPEALS, ARTICLE I, SECTION 14-1 REMOVE OUTDATED REFERENCE TO THE COMPREHENSIVE PLAN AND ALLOW FOR AMENDMENTS TO THE COMPREHENSIVE PLAN; ARTICLE II COMMUNITY DEVELOPMENT BOARD, SECTION 14-17, COMPOSITION; QUALIFICATIONS OF MEMBERS; OFFICERS ADDING A SECOND ALTERNATE MEMBER; SECTION 14-18, TERMS OF OFFICE OF MEMBERS; FILLING OF VACANCIES, DELINEATING THE SUCCESSION OF THE ALTERNATE MEMBERS; SECTION 14-19, REMOVAL OF MEMBERS, CLARIFYING THE PROCESS; SECTION 14-24 APPEALS, CHANGING DIRECTOR TO CITY MANAGER OR HIS/HER DESIGNEE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 14 of the Code of Ordinances for the City of Atlantic Beach provides for the official reference for Comprehensive Plan, regulations and structure for the Community Development Board (CDB); and

WHEREAS, upon recommendation by the Board Member Review Committee, Commission seeks to add one additional alternate member to the community development board; and

WHEREAS, the City desires to make additional changes to Chapter 14 to streamline and provide consistency regarding the CDB; 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 14 Planning/Zoning/Appeals, 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 code.

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 14 (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 14 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 _____, 2026.

ATTEST:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, Esq.
City Attorney

Exhibit A

Chapter 14 PLANNING/ZONING/APPEALS[1]

ARTICLE I. IN GENERAL

Sec. 14-1. Comprehensive plan.

(a) The Comprehensive Plan, ~~for the City of Atlantic Beach, entitled "Comprehensive Plan City of Atlantic Beach, Florida," dated March 1, 1990, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference,~~ is ~~hereby~~ adopted for the area of jurisdiction of the City of Atlantic Beach pursuant to the Chapter 163, Part II, of the Laws of the State of Florida.

(b) Not less than one (1) copy of the comprehensive plan, and any subsequent amendments thereto, shall be maintained for public inspection in the office of the city clerk, and ~~not less than one (1) additional copy each and any subsequent amendments thereto,~~ shall be maintained for public inspection on the city's website. ~~in the office of the city manager and the office of the community development director.~~

(c) The Local Government Comprehensive Planning and Land Development Regulation Act, F.S. Ch. 163, pt. II, provides that local governments adopt a comprehensive plan and land development regulations that implement the adopted comprehensive plan. The standards and provisions in this code have been designed to implement the comprehensive plan for Atlantic Beach, as may be amended from time to time. When an amendment to the comprehensive plan creates inconsistency with the Code, then the Code shall be amended, as provided for in this Code, so as to be consistent with the amended comprehensive plan.

(Ord. No. 47-86-3, § 2, 1-26-87; Ord. No. 95-90-48, § 1, 12-13-90)

Cross reference(s)—Stormwater management, § 22-301 et seq.

Secs. 14-2—14-15. Reserved.

ARTICLE II. COMMUNITY DEVELOPMENT BOARD[2]

Sec. 14-16. Created.

There is hereby created a community development board.

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[1] ~~Editor's note(s)—Ord. No. 47-86-3, § 1, adopted January 26, 1987, repealed former Ch. 14, §§ 14-1, 14-16-14-22, in its entirety. The aforesaid sections were concerned with planning, and derived from the Code of 1970; Ord. No. 95-81-23, §§ 1, 2, adopted June 26, 1981; Ord. No. 95-85-27, § 1, adopted December 9, 1985; and Ord. No. 95-86-31, § 1, adopted December 8, 1986. Section 2 of Ord. No. 47-86-3 enacted new provisions as set out herein.~~

~~Cross reference(s)—Administration, Ch. 2; buildings and building regulations, Ch. 6; flood hazard districts, Ch. 8; mobile homes and recreational vehicles, Ch. 10; signs and advertising structures, Ch. 17; streets, sidewalks and other public places, Ch. 19; utilities, Ch. 22; zoning and subdivision regulations, Ch. 24.~~

[2] ~~Cross reference(s)—Administration, Ch. 2; boards and commissions generally, § 2-131 et seq.~~

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-17. Composition; qualifications of members; officers.

The community development board shall consist of seven (7) members and ~~one (1)~~ two (2) alternate members, a first alternate and a second alternate, appointed by the city commission, none of whom shall hold any other public office in violation of Article II, Section 5(a), Florida Constitution, all of whom shall be bona fide residents of the city, and where practical, each shall possess some special skill or knowledge which would assist them in the discharge of their responsibilities under this article. The alternate members ~~is~~ are strongly encouraged to attend every meeting and shall be allowed to vote and participate in CDB business subject to the requirements of this section only in the absence of regular board members. The first alternate shall have priority to replace the first regular member who is absent. The community development board shall elect its chairman and vice chairman from among the appointed members. The ~~community development director~~ city manager or his/her designee shall act as secretary to the board. ~~under the direction of the city manager.~~

(Ord. No. 47-86-3, § 2, 1-26-87; Ord. No. 5-15-62, § 2, 5-11-15; Ord. No. 5-18-66, § 1, 1-14-19)

Sec. 14-18. Terms of office of members; filling of vacancies.

The term of office of regular and alternate board members shall be for three (3) years and members may serve a maximum of three (3) consecutive terms. All terms shall expire on December 31 of the proper year, provided, however that members whose terms expire shall continue to serve until replacement appointments are effective. Any board member who wishes to resign should submit a letter of resignation to the chairman and city clerk. Any vacancy during the unexpired term of an appointed member shall be filled by the city commission for the remainder of the term. Should the length of the unexpired term be less than one (1) year, then such appointment shall not count towards the maximum number of consecutive terms. Any vacancy of the first alternate shall be automatically filled by the second alternate.

(Ord. No. 47-86-3, § 2, 1-26-87; Ord. No. 5-03-42, § 2, 7-14-03; Ord. No. 5-18-66, § 2, 1-14-19)

Sec. 14-19. Removal of members.

Any member of the community development board may be removed for cause by the city commission upon written charges and after public hearing. Any member who fails to attend three (3) consecutive meetings without prior notice to the ~~director of planning and community development~~ city manager or his/her designee and without reasonable cause ~~shall~~ may have his/her office referred to the city commission for removal. ~~have his office declared vacant by the community development board which shall notify the city clerk and t~~The city commission shall promptly fill the vacancy.

(Ord. No. 47-86-3, § 2, 1-26-87; Ord. No. 5-03-42, § 2, 7-14-03; Ord. No. 5-18-66, § 3, 1-14-19)

Sec. 14-20. Powers and duties.

The community development board shall have the power, duty, responsibility and authority to:

(1) Make recommendations to the city commission for the physical, fiscal and aesthetic development of the city;

(2) Exercise supervisory control over planning and land use within the city, following the standards established by the city commission pertaining to such planning or land use regulation as contained in the Ordinance Code of the City of Atlantic Beach, Florida;

(3) Recommend to the city commission proposed changes in the land use regulation map of the city;

(4) Recommend to the city commission proposed changes in the land use regulations of the code;

(5) Submit to the city commission their recommendations covering all applications for changes in the provisions of the land use regulations of the city referred to them by the city commission;

(6) Submit annually to the city manager, not less than one hundred and twenty (120) days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the board, are necessary or desirable to be constructed. The list shall be arranged in order of preference, with recommendations as to which project shall be constructed in which year, and shall include sources of revenue;

(7) Promote public interest in and understanding of the planning, zoning and beautification of the city;

(8) Meet on a regularly scheduled day each month, and periodically on call, and keep a public record of all its meetings, resolutions, findings and determinations;

(9) Require information from other departments of the city government in relation to its work, which information shall be furnished to them within a reasonable time;

(10) Request additional assistance for special survey work of the city manager, who may, at his discretion, assign to the board members of the staff of any administrative department or direct such department to make a special study requested by the board;

(11) Recommend to the city commission plans for the planning, replanning, improvement or redevelopment of the city;

(12) Recommend to the city commission plans for the replanning, reconstruction or redevelopment of any area or district which may be destroyed in whole or in part or seriously damaged by fire, earthquake, flood or other disaster;

(13) Request the city manager to provide for the employment of sufficient personnel to enable the board to carry out its powers, duties and responsibilities;

(14) To act as a zoning board and to make recommendations to the city commission on zoning applications and applications for exceptions filed in accordance with the land development regulations of the Comprehensive Zoning Code of the City of Atlantic Beach, Florida;

(15) To act as an appeals board or board of adjustment to authorize upon findings of fact minor variances from the terms of Chapter 24, the Comprehensive Zoning Ordinance of the City of Atlantic Beach, as will not be contrary to the public interest and, where owing to special conditions, not self-imposed or self-created, literal enforcement of the provisions of said Chapter 24 would result in unnecessary hardship.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-21. Certification of board actions to the city manager.

All plans or recommendations of the community development board, in order to be accorded official cognizance by the city commission, must be certified to the city commission through the office of the city manager by the chairman of the community development board as the official act of the board, duly passed by a majority vote of the board as distinguished from the personal views or desires of any single member or group of members of the board. Such certification shall be attested to by the appropriate administrative official. This provision is not intended as prohibiting the board from submitting alternate plans or recommendations or of submitting minority plans or recommendations in certain cases when so approved by a majority vote of the board to be also certified to the city commission for consideration.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-22. Local planning agency.

The community development board is hereby designated as the local planning agency and the local land development regulation commission as set forth in Part 2 of Chapter 163.3164, Florida Statutes as from time to time amended.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-23. Proceedings of the board.

Four (4) members of the community development board shall constitute a quorum but a less number may adjourn from time to time until a quorum is present. The board shall adopt rules as may be required for the proper conduct of its business. Meetings of the board shall be held at the call of the chairman and at such times as the board may determine. Such chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of the proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall become a public record.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-24. Appeals.

Appeals from decisions of the community development board may be taken by any person or persons, jointly or separately, or any taxpayer or any officer of the city. Such appeals shall be taken within thirty (30) days after the decision of the board on which the appeal is based. The appeal shall be filed with the ~~community development director~~ city manager or his/her designee on behalf of the community development board and with the city manager for forwarding to the city commission. The appeal shall state the grounds thereof and relief sought.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-25. Petition of illegality.

Petition may be presented to court of record within thirty (30) days after filing of decision of city commission, setting forth illegality.

Any person or persons, jointly or separately, aggrieved by any decision of the city commission rendered as a result of an appeal filed in accordance with the provisions of section 14-24 herein may present the court of record a petition, duly verified, setting forth that such decision is illegal in whole or in part, and specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision of the city commission.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-26. Cost.

Costs shall not be allowed against the city commission unless it shall appear to the court that it acted with gross negligence, or in bad faith, or with malice in making the decision appealed from.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-27. Enforcement; penalties for violation.

The city commission may provide by ordinance for the enforcement of this chapter and of any ordinance or regulation made thereunder, and may provide for the punishment of any violation therein by fine or imprisonment or both, and may provide civil penalties for said violation.

(Ord. No. 47-86-3, § 2, 1-26-87)

Sec. 14-28. Legal proceedings.

Legal proceedings may be instituted in addition to other remedies provided for violation of this chapter.

In case any building or structure if erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land or water is used in violation of this chapter or of any ordinance or other regulation made under authority conferred herein, the proper local authorities or the city commission, in addition to other remedies, may institute appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use, to restrain, correct or abate such violation, to prevent the occupancy of said building, structure, land or water, or to prevent any illegal act, conduct, business, or use in or about such premises.

(Ord. No. 47-86-3, § 2, 1-26-87)

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: APP25-0007 (Appeal of a decision of the Community Development Board for variance ZVAR25-0018 at 136 Oceanforest Drive N)

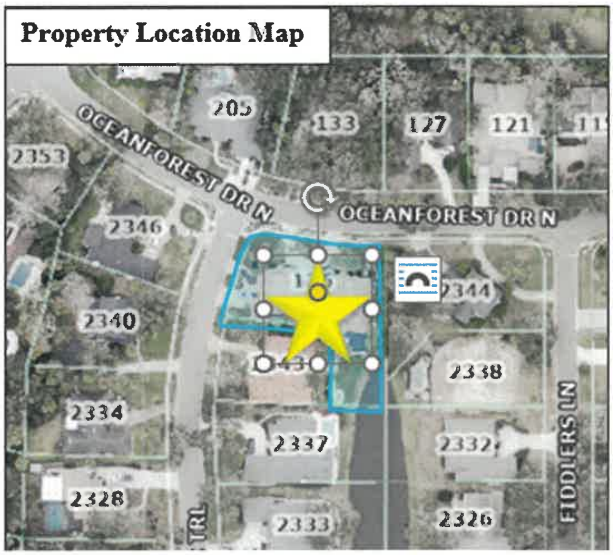
SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: December 19, 2025

MEETING DATE: January12, 2026

BACKGROUND: The owner, Mark Adamec, is appealing the final decision of the Community Development (CDB) for variance ZVAR25-0018 made on September 16, 2025.

The applicant is seeking a variance to install a generator within the required side yard setback at 136 Oceanforest Drive North.

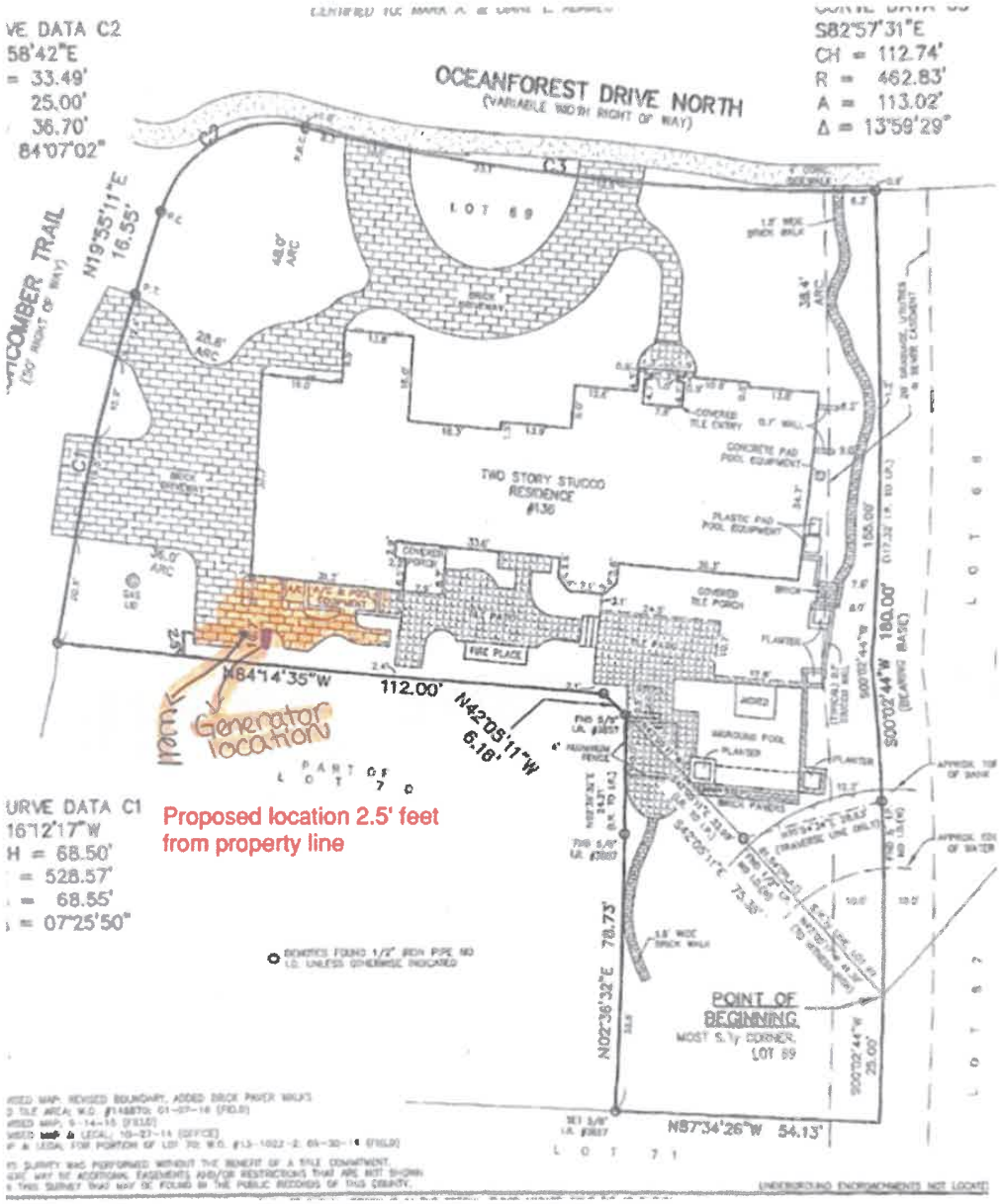


A public hearing was held and said request was considered by the City of Atlantic Beach Community Development Board (CDB) on September 23, 2025. Having considered the application, supporting documents, and comments from members of the public, the Community Development Board **DENIED** the approval of the variance with a vote of 4 to 0 finding that none of the criteria in 24-65 (c) were met.

This is a corner lot with an existing nonconforming single-family home due to setbacks and impervious area. The applicant proposes to construct a install a new generator within the required setback of 5 feet.

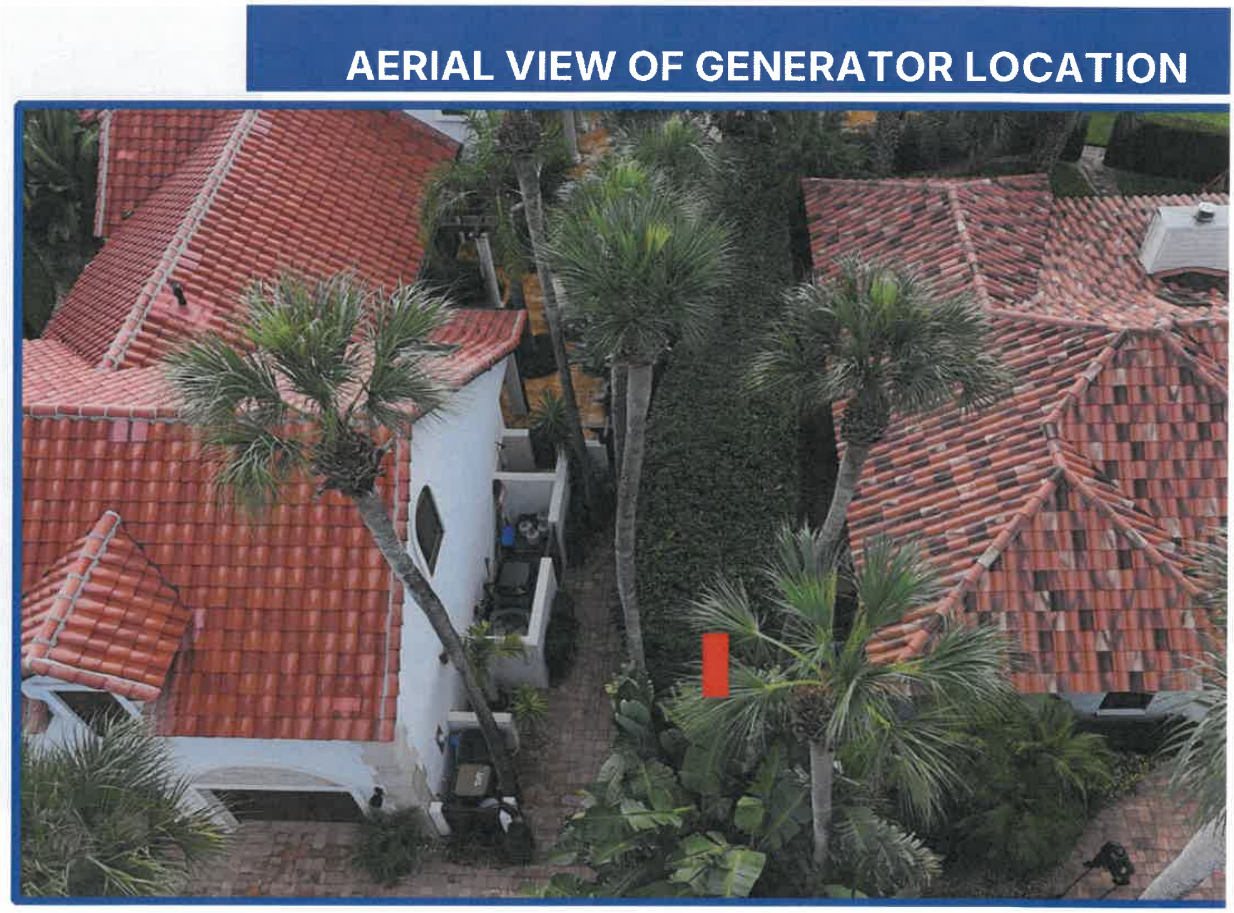
Within residential zoning districts, mechanical equipmnet shall not be located within 5 feet of the side property line pursuant to Section 24-151(k)(1), which states *"On lots that are within or adjacent to a residential zoning district, equipment such as heating and air conditioning units, pumps, compressors, pool equipment, generators, or similar equipment shall not be located in the required front yard or closer than five (5) feet from any lot line that is adjacent to a residential use. It is the intent of this provision to require placement of such equipment in a location that does not unreasonably disturb neighbors. This requirement shall not apply to replacement of such equipment lawfully installed prior to the effective date of these land development regulations"*. The applicant proposes the installation of a generator 2.5 feet from the southern, side property line.

The contractor completing the work stated "The owner owns the property next door as well and can not have the generator at the 5' mark without it being in the middle of the paver walkway, there is also HVAC, pool equipment, large trees and a well that we are contending with." Because the project does not meet the minimum 5 feet required, the applicant is requesting a variance to reduce the setback for a generator from 5 feet to 2.5 feet.




Approximate generator location





VARIANCE REQUEST:

The applicant proposes to install a generator within the required five-foot mechanical setback in the side yard. Section 24-151(k)(1) requires a minimum five-foot separation between mechanical equipment and side and rear yard property lines. Adequate space exists within the side yard to locate the generator in compliance with the required setback, without the need for a variance or encroachment.

ANALYSIS

Section 24-65 states that "applications for a variance shall be considered on a case-by-case basis, and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section." According to Section 24-17, Definitions, "[a] variance shall mean relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation

of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in Section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach."

Section 24-65(c) provides six distinct grounds for the approval of a variance:

1. ***Exceptional topographic conditions of or near the property.*** The applicant identified this as a ground for approval. "Being so close in proximity to the ocean subjects the property to high winds and frequent power outages. These site specific coastal conditions make reliable power critical for emergency preparedness."
2. ***Surrounding conditions or circumstances impacting the property disparately from nearby properties.*** The applicant identified this as a ground for approval. "Other properties have a generator on site that is clearly visible from existing the neighborhood and on Seminole Road. This generator will be hidden from the street and out of sight."

3. ***Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.*** The applicant identified this as a ground for approval. See the application for additional comments.

4. ***Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.*** The applicant identified this as a ground for approval. "The client needs power at all times due to elderly relatives requiring power. The homeowner owns both neighboring houses at 136 Oceanforest Dr N and 2343 Beachcomber Trail."

5. ***Irregular shape of the property warranting special consideration.*** The applicant identified this as a ground for approval. "The property at 136 Oceanforest Drive North is a corner lot and is an non-conforming lot due to the size and shape.

6. (6)***Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.***

BUDGET: None

RECOMMENDATION: Review and vote on APP25-0007 (an approval of the appeal would approve the variance (ZVAR25-0018) and a denial would deny the variance)

REQUIRED ACTION:
The Commission may consider a **motion to approve APP25-0007/ ZVAR25-0018**, request for a variance to Section 24-151(k)(1), upon finding this request is consistent with the definition of a variance, and in accordance with the provisions of Section 24-65, specifically the grounds for approval delineated in Section 24-65(c) and as described below:

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 improvements upon the property.
(5) Irregular shape of the property warranting special consideration.
(6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

Or,

The Commission may consider a **motion to deny APP25-0007/ZVAR25-0018**, request for a variance from Section 24-151(k)(1) upon finding this request does not meet any of the criteria set forth in section 24-65(c) nor is consistent with the definition of a variance.

ATTACHMENT(S): Procedure for Appeals
Appeal Application
Section 24-151(k)(1) in the Land Development Code
CDB staff report
Variance Application
CDB Meeting Minutes

REVIEWED BY CITY MANAGER: Kevin Hogencamp /for

CITY OF ATLANTIC BEACH
PROCEDURES FOR APPEALS
APPEAL FROM DENIAL OF VARIANCE
BY COMMUNITY DEVELOPMENT BOARD

Pursuant to 24-49(b) of the Land Development Regulations (LDR) attached, appeals from a decision of the Community Development Board (CDB) may be made to the City Commission by any adversely affected person(s), or any officer, board or department of the City and must set forth how the decision being appealed is in conflict with or in violation of the LDR, in whole or in part, and specify the grounds of the conflict or violation. Appeals of a CDB decision to the Commission are *de novo*, meaning that the appeal hearing proceeds from the beginning, as if the prior hearing at the CDB had not occurred.

Quasi-judicial proceedings, such as rezonings, uses by exception, variances, waiver requests, and appeals are not controlled by strict rules of evidence and procedure, but certain standards of basic fairness must be adhered to in order to afford due process. In quasi-judicial hearings, the parties must be able to present evidence, cross-examine witnesses and be informed of all of the facts upon which the Commission acts. The hearing must be fair and impartial and contain the following requirements:

- Notice per § 24-51(k), LDR.
- Quasi-judicial hearings can be very informal. The record must be made at the hearing and the parties must be able to comment on the evidence or to introduce contrary evidence.
- Written decision. The decision must be based on the record as it is produced at the hearing and should include an analysis of the applicable statutes, ordinances, regulations and policies as well as the facts.
- Fairness protections require an unbiased decision maker and decisions are to be based on information presented at the hearing and made a part of the record.

Suggested Procedure for Appeal Hearings:

- Mayor to Open Public Hearing.
- City Attorney – Procedural reminders/correspondence made part of record.
- Disclosure by the Commission members of any ex parte communications (per Resolution 95-26, each Commissioner must disclose the subject of the communication and the identity of the person, group or entity who made the communication before final action).
- Staff presents an overview of the subject matter and timeline of the application and basis for decision by CDB.
- Commission questions for Staff, if any.
- Applicant, and/or representatives/legal counsel, if applicable, present the request and support for approving the variance request and Applicant's witnesses, if any, make presentations.
- Commission questions for Applicant/witnesses, if any.
- Public comments – 3 or 5 minutes, depending on number of speaker cards submitted to Clerk.
- Closing comments/rebuttal by Applicant (may include cross-examination if requested).
- Mayor closes Public Hearing.
- Commission deliberation and action, based on provisions set forth in Section 24-65 (c), Land Development Regulations, Variances (attached), which will be memorialized in a written order.
- Commission may approve, approve with conditions or deny the variance request.
  - Per Section 24-65 (c), a variance may be approved if the Commission finds that one (1) or more of the following factors exists to support an application for a variance:
  (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 improvements upon the property.
  (5) Irregular shape of the property warranting special consideration.
  (6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

REFERENCED CODE SECTIONS

Sec. 24-49. - Appeals.

Appeals of administrative decisions made by the planning and community development director and appeals of final decisions of the community development board may be made by adversely affected person(s) in accordance with the following provisions. Appeals shall be heard at a public hearing within a reasonable period of time with proper public notice, as well as due notice to the interested parties as set forth in section 24-51 hereof. At the hearing, any party may appear in person, by agent or by attorney.

(a) *Appeals of administrative decisions of the planning and community development director.* Appeals of a decision of the planning and community development director may be made to the city commission by any adversely affected person(s), or any officer, board or department of the city affected by a decision of the planning and community development director made under the authority of this chapter.

Such appeal shall be filed in writing with the city clerk within thirty (30) days after rendition of the final order, requirement, ruling, decision or determination being appealed.

The planning and community development director shall, upon notification of the filing of the appeal, transmit to the city commission, all the documents, plans, or other materials constituting the record upon which the action being appealed was derived. A duly noticed public hearing, which shall be de novo, will be held by the city commission at a date and time set by the city manager or his/her designee, shall be scheduled within ten (10) business days from the date the appeal is filed.

(b) *Appeals of decisions of the community development board.* Appeals of a decision of the community development board may be made to the city commission by any adversely affected person(s), any officer, board or department of the city affected by any decision of the community development board made under the authority of this chapter. Such appeal shall be filed in writing with the city clerk within thirty (30) days after rendition of the final order, requirement, decision or determination being appealed. The appellant shall present to the city commission a petition, duly verified, setting forth that the decision being appealed is in conflict with or in violation of this chapter, in whole or in part, and specifying the grounds of the conflict or violation. A duly noticed public hearing, which shall be de novo, will be held by the city commission at a date and time set by the city manager or his/her designee, shall be scheduled within ten (10) business days from the date the appeal is filed.

(c) *Stay of work.* An appeal to the city commission shall stay all work on the subject premises and all proceedings in furtherance of the action appealed, unless the administrator shall certify to the city commission that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings or work shall not be stayed except by order, which may be granted by the city commission after application to the officer from whom the appeal is taken and on due cause shown.

Sec. 24-65. - Variance.

- **Sec. 24-65. - Variances.**

The community development board is authorized to grant relief from the strict application of certain land development regulations where, due to an exceptional situation, adherence to the land development regulations results in "exceptional practical difficulties or undue hardship" upon a property owner. Examples of land development standards for which a variance may be authorized include but are not limited to:

- Parking standards
- Drive aisle width
- Setbacks
- Landscaping
- Fence height
- Impervious surface

However, variances are not authorized to reduce minimum lot area, minimum lot width or lot depth, nor increase maximum height of buildings as established for the various zoning districts. Further, a variance shall not modify the permitted uses or any use terms of a property.

In most cases, exceptional practical difficulties or undue hardship results from physical characteristics that make the property unique or difficult to use. The applicant has the burden of proof. The community development board must determine that granting the request would not cause substantial detriment to the public good and would not be inconsistent with the general intent and purpose of the land development regulations.

A variance may be sought in accordance with this section. Applications for a variance may be obtained from the community development department.

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

(1) A legal description of the property for which the variance is requested.

(2) A reasonable statement describing the reasons and justification for the variance.

(3) A survey or lot diagram indicating setbacks; existing and proposed construction, as well as other significant features existing on the lot.

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

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

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

(2) The community development board shall not grant a variance, which would allow a use that is not a permitted use, or a permitted use-by-exception in the applicable zoning district. In the case of an application for a use-by-exception that is considered concurrently with an application for a variance, approval of the variance shall be contingent upon approval of the use-by-exception by the community development board. In the event, that the use-by-exception is denied by the community development board, any approved variance shall be rendered null and void.

(3) The community development board shall not approve any variance that would allow a use that is prohibited by

(4) The nonconforming use of adjacent or neighboring lands, structures or buildings shall not be considered as justification for the approval of a variance.

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

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

(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 improvements upon the property.

(5) Irregular shape of the property warranting special consideration.

(6) Substandard size of a lot of record warranting a variance to provide for the reasonable use of the property.

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

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

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

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

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

(h) *Time period to implement variance.* Unless otherwise stipulated by the community development board, the work to be performed pursuant to a variance shall begin within twelve (12) months from the date of approval of the variance. The planning and community development director, upon finding of good cause, may authorize a one-time extension not to exceed an additional twelve (12) months, beyond which time the variance shall become null and void.

(i) *Transferability.* A variance, which involves the development of land, shall be transferable and shall run with the title to the property unless otherwise stipulated by the community development board.

REQUEST FOR APPEAL

City of Atlantic Beach
Community Development Division
800 Seminole Road Atlantic Beach, FL 32233
(P) 904-247-5800

FOR INTERNAL OFFICE USE ONLY
PERMIT# APP25-0007

☐ $500.00 Application Fee

**Please submit form in person or to building-dept@coab.us

SITE INFORMATION

ADDRESS 136 Oceanforest Drive North

SUBDIVISION Oceanwalk BLOCK unit 1 LOT 69/70

RE# 169463-0141 ☑ RESIDENTIAL ☐ COMMERCIAL ☐ OTHER

APPLICANT INFORMATION

NAME Mark Adamec EMAIL markallanadamec@gmail.com

ADDRESS 136 Oceanforest Drive North CITY Atlantic Beach STATE FL ZIP CODE 32250

PROPERTY LOCATION 136 Oceanforest Drive North PHONE # (904)742-1063 CELL # n/a

RE# 169462-0141 LOT/PARCEL SIZE .44 ZONING CODE ARS-1

WHAT ISSUE ARE YOU APPEALING? denied variance for generator during September 23rd Community Board Meeting

PLEASE TELL US IN DETAIL WHY YOU ARE APPEALING:

We are appealing the variance decision as our property has no available side yard to accommodate the required setback. The work completed in 1999 passed multiple inspections and received a Certificate of Occupancy. Since then, additional permitted work has been performed at the residence without any mention or concern regarding the footers being approximately 3.5 feet off from the 1999 renovation. It is difficult to understand why this is being brought up 26 years later. Compliance with the current setback would be cost-prohibitive, as all electrical and gas utilities are located on that side of the house. Relocating them to the opposite side would require extensive work and significant expense. The developer originally designed it, and the city approved it. Unfortunately, the citys actions created a nonconforming lot. As a result, the property has been despairingly impacted, affecting two parcels that will never be able to meet the current requirements due to those actionsWe are respectfully requesting consideration due to the 20-foot easement located on the east side of the property for drainage, utility, and sewer access. Because of this easement, there is effectively no usable side yard. Most neighboring properties have two side yards, while 136 Oceanforest does not even have one, despite the required setback being only 7.5 feet.

"In lieu of signed, sworn and notarized signatures of the property owner, agent and/or contractor, and under penalties of perjury, I declare that I have read and examined the foregoing application and that the facts stated in it are true and correct."

Signed by: [signature] Mark Adamec 10/24/2025 | 11:47:41 A

SIGNATURE OF APPLICANT | PRINT OR TYPE NAME OF APPLICANT | DATE

REQUEST FOR APPEAL 01.29.2025

Sec. 24-151. Accessory uses and structures.

(a) *Authorization.* Accessory uses and structures are permitted within any zoning district, as set forth within this section, where the accessory uses or structures are clearly ancillary, in connection with, and incidental to the principal use allowed within the particular zoning district. Any permanently located accessory structure, which exceeds thirty (30) inches in height, also including without limitation, those which may not require a building permit, are subject to all land development regulations unless otherwise provided for within this chapter. Common accessory structures include, but are not limited to, sheds, detached garages, pergolas, screen enclosures and other similar structures.

(b) *Temporary structures.* Temporary structures, such as portable tents, canopies, awnings or other nonpermanent structures shall be limited to special occasion use only, and for a period of not more than ninety-six (96) hours, i.e., four (4) days.

(c) *Number of structures.* Single- and two-family properties shall have no more than:

(1) Three (3) total buildings, including the principal building.

(2) One (1) shed.

(3) One (1) detached garage, guest house, pool house, or similar structure.

(d) *Residential, Selva Marina (R-SM) district.* All accessory structures within the R-SM district, regardless of type or use of the structure, shall meet the following standards.

(1) Shall not exceed fifteen (15) feet in height.

(2) Shall not exceed one hundred sixty (160) square feet, except uncovered decks/patios and screen enclosures with a screen roof may exceed this square footage.

(e) *Location, size, and height.* Unless otherwise stated in this section, residential accessory structures such as sheds, pergolas, screen enclosures, and similar structures shall meet the following standards:

(1) Shall not be located in the required front yard, easements, or drainage features.

(2) Shall be at least five (5) feet from interior (side and/or rear) lot lines.

(3) Shall be at least ten (10) feet from corner side lot lines.

(4) Shall not exceed fifteen (15) feet in height.

(5) Shall not exceed one hundred sixty (160) square feet, except uncovered decks/patios and screen enclosures with a screen roof may exceed this square footage.

(f) *Uncovered decks and patios.*

(1) There are no setback requirements provided the deck/patio is not greater than one (1) foot above the adjacent grade.

(2) If greater than one (1) foot above the adjacent grade, the deck/patio shall comply with the yard requirements for the principal structure.

(g) *Outdoor shower enclosures and open exterior stairs.*

(1) Shall be at least three (3) feet from interior lot lines.

(h) *Separation.*

(1) Accessory structures shall be at least three (3) feet from another structure as measured from the eaves.

(2) If located closer than five (5) feet to a principal structure, it shall be considered attached and comply with the yard requirements for the principal structure.

(3) These separation standards do not apply to screen enclosures, exterior stairs, outdoor shower enclosures, or uncovered decks/patios.

(i) Detached garages, guest houses, and pool houses.

(1) No more than fifteen (15) feet in height and at least five (5) feet from lot lines, except it may be constructed up to twenty five (25) feet in height provided it is at least ten (10) feet from the rear lot line.

(2) No more than six hundred (600) square feet of covered area on the first story. This includes any portions of the second story that extend beyond the first story footprint such as decks, balconies, and similar structures.

(3) May exceed the height and square footage requirements if the structure meets the minimum yard requirements for the principal structure.

(4) A detached garage may contain guest quarters.

(5) A detached garage must be accessed by a minimum ten (10) foot wide driveway.

(6) A guest house or guest quarters shall only be used for intermittent and temporary occupancy by a nonpaying guest or family member of the occupant of the primary residence and shall not be leased or rented for any period of time or converted to a dwelling unit.

(7) A guest house or guest quarters shall not contain a kitchen but may contain a kitchenette, as defined herein.

(j) *Garage apartments.*

(1) A single garage apartment is permitted on double frontage lots that are at least fifty (50) feet wide and located within a residential zoning district.

(2) Shall not exceed twenty five (25) feet in height.

(3) Shall be at least twenty (20) feet from the front lot line, ten (10) feet from the rear lot line, and meet he applicable side yard setbacks established for the principal structure.

(4) Shall be at least twenty (20) feet from the principal building.

(5) The gross floor area shall not exceed seventy-five (75) percent of the gross floor area of the principal dwelling.

(6) Shall not be rented or leased for less than ninety (90) consecutive days.

(k) *Mechanical equipment.*

(1) On lots that are within or adjacent to a residential zoning district, equipment such as heating and air conditioning units, pumps, compressors, pool equipment, generators, or similar equipment shall not be located in the required front yard or closer than five (5) feet from any lot line that is adjacent to a residential use. It is the intent of this provision to require placement of such equipment in a location that does not unreasonably disturb neighbors. This requirement shall not apply to replacement of such equipment lawfully installed prior to the effective date of these land development regulations.

(2) Within non-residential zoning districts, equipment shall be screened from view from public or private streets and parking areas.

(l) Skate park, skating, bicycle or similar ramps, for use on private property only, placed or constructed in fixed locations and made of wood, block, concrete or similar materials, provided that these are not located within required front yards or the street side yards on a corner lot. Due to excessive noise, which may result from the use of such ramps, time of use shall be limited to the hours between 9:00 a.m. and 10:00 p.m. Such ramps shall be maintained in a safe and good condition and shall be disassembled and removed from the property if allowed to deteriorate to an unsafe or unsightly appearance.

(m) *Satellite dish antennas.*

(1) Residential districts. Satellite dish antennas one (1) meter (39 inches) or less in diameter are permitted in residential districts.

(2) Non-residential districts. Satellite dish antennas less than two (2) meters (seventy-eight (78) inches) in diameter are permitted in non-residential districts.

(3) Satellite dish antennas not described above are subject to the following standards:

a. A building permit is required prior to installation.

b. Shall not exceed twelve (12) feet in diameter.

c. Shall not exceed fifteen (15) in height above adjacent grade.

d. Shall be located in the rear yard and no closer than five (5) feet to any property line.

e. Shall be limited to one (1) per residential parcel.

f. Roof mounting is prohibited.

(4) Satellite dish antennas shall not constitute the principal use of a property.

(n) *Radio and television antennae.* All outdoor radio, television and electronic antennae or antennae of any other nature constructed upon, affixed to, structurally repaired or altered upon, or otherwise emplaced to service or act in conjunction with the use of any property must comply with the regulations of this section and chapter unless preempted by policy established by the Federal Communications Commission (FCC).

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

CITY OF ATLANTIC BEACH
COMMUNITY DEVELOPMENT BOARD
STAFF REPORT

AGENDA ITEM	**4.B**
CASE NO.	**ZVAR25-0018** *Request for a variance to Section 24-151(k)(1) to install a generator within the required side yard setback at 136 Oceanforest Drive North.*
LOCATION	**136 Oceanforest Drive North**
APPLICANT	**Mark Adamec**
DATE	**September 23, 2025**
STAFF	**Kevin Auster, Planner**

STAFF COMMENT

The applicant, Mark Adamec, is the owner of 136 Oceanforest Drive North. This property is located on the southeast corner of Oceanforest Drive North and Beachcomber Trail in the Oceanwalk community. It is 5 feet wide by 155 feet deep and is located within the Residential, Single-Family (RS-1) zoning district.

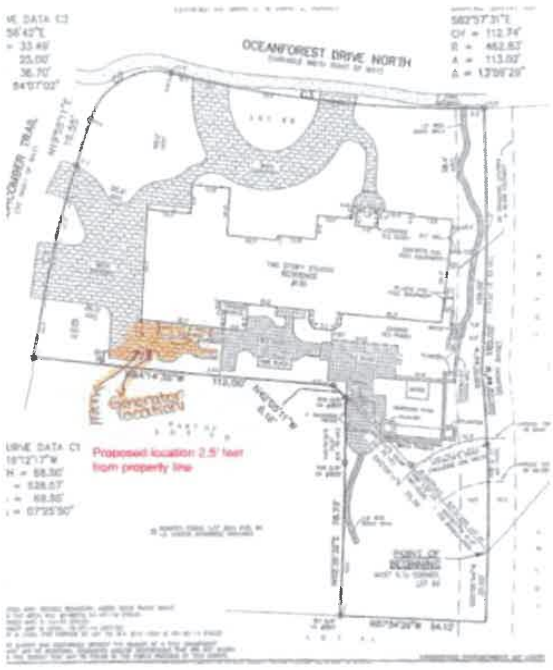
Property Location Map



This is a corner lot with an existing nonconforming single-family home due to setbacks and impervious area. The applicant proposes to construct a install a new generator within the required setback of 5 feet.

Within residential zoning districts, mechanical equipmnet shall not be located within 5 feet of the side property line pursuant to Section 24-151(k)(1), which states *"On lots that are within or adjacent to a residential zoning district, equipment such as heating and air conditioning units, pumps, compressors, pool equipment, generators, or similar equipment shall not be located in the required front yard or closer than five (5) feet from any lot line that is adjacent to a residential use. It is the intent of this provision to require placement of such equipment in a location that does not unreasonably disturb neighbors. This requirement shall not apply to replacement of such equipment lawfully installed prior to the effective date of these land development regulations"*. The applicant proposes the installation of a generator 2.5 feet from the southern, side property line.

The contractor completing the work stated "The owner owns the property next door as well and can not have the generator at the 5' mark without it being in the middle of the paver walkway, there is also HVAC, pool equipment, large trees and a well that we are contending with." Because the project does not meet the minimum 5 feet required, the applicant is requesting a variance to reduce the setback for a generator from 5 feet to 2.5 feet.


OCEANFOREST DRIVE NORTH
Proposed location 2.5' feet from property line


Approximate generator location

ANALYSIS

Section 24-65 states that "applications for a variance shall be considered on a case-by-case basis, and shall be approved only upon findings of fact that the application is consistent with the definition of a variance and consistent with the provisions of this section." According to Section 24-17, Definitions, "[a] variance shall mean relief granted from certain terms of this chapter. The relief granted shall be only to the extent as expressly allowed by this chapter and may be either an allowable exemption from certain provision(s) or a relaxation of the strict, literal interpretation of certain provision(s). Any relief granted shall be in accordance with the provisions as set forth in Section 24-65 of this chapter, and such relief may be subject to conditions as set forth by the City of Atlantic Beach."

Section 24-65(c) provides six distinct grounds for the approval of a variance:

(1) ***Exceptional topographic conditions of or near the property.***
The applicant identified this as a ground for approval. See the application for additional comments.

(2) ***Surrounding conditions or circumstances impacting the property disparately from nearby properties.***
The applicant identified this as a ground for approval. See the application for additional comments.

(3) ***Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.***
The applicant identified this as a ground for approval. See the application for additional comments.

(4) ***Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.***
The applicant identified this as a ground for approval. See the application for additional comments.

(5) ***Irregular shape of the property warranting special consideration.***
The applicant identified this as a ground for approval. See the application for additional comments.

(6) ***Substandard size of a lot of record warranting a variance in order to provide for the reasonable use of the property.***

REQUIRED ACTION

The Community Development Board may consider a **motion to approve ZVAR25-0018**, request for a variance to Section 24-151(k)(1) upon finding this request is consistent with the definition of a variance, and in accordance with the provisions of Section 24-65, specifically the grounds for approval delineated in Section 24-65(c) and as described below.

A variance may be granted, at the discretion of the Community Development Board, for the following reasons:

(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 improvements 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.

Or,

The Community Development Board may consider a **motion to deny ZVAR25-0018**, request for a variance to Section 24-151(k)(1).

VARIANCE APPLICATION

City of Atlantic Beach
Community Development Department
800 Seminole Road Atlantic Beach, FL 32233
(P) 904-247-5800

FOR INTERNAL OFFICE USE ONLY
PERMIT# ZVAR25-0018

☐ $500.00 Application Fee

**Please submit form in person or to buildng-dept@coab.us

APPLICANT INFORMATION

NAME Mark Adamec EMAIL markallanadamec@gmail.com

ADDRESS 136 Oceanforest Dr N Atlantic Beach CITY 3004174220063 STATE fl ZIP CODE 32233

PROPERTY LOCATION 136 oceanforest Dr N. PHONE # — CELL # 904-742-1063

RE# 169463-0141 BLOCK # — LOT # 69

LOT/PARCEL SIZE .44 ZONING CODE _____ UTILITY PROVIDER Beaches Energy

COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION residential

PROVISION FROM WHICH VARIANCE IS REQUESTED add generator to property

generator is a GenerAC size 30" tall And 13.5" wide. GenerAC RTSW200A3

Homeowner's Association or Architectural Review Committee approval required for the proposed construction
☑ YES ☐ NO (If yes, this must be submitted with any application for a Building Permit)

Statement of facts and site plan related to requested Variance, which demonstrates compliance with Section 24-65 of the Zoning, Subdivision and Land Development Regulations, a copy of which is attached to this application. Statement and site plan must clearly describe and depict the Variance that is requested.

PROVIDE ALL OF THE FOLLOWING INFORMATION

(all information must be provided before an application is scheduled for any public hearing):

1. Proof of ownership: deed or certificate by lawyer or abstract or title company that verifies record owner as above.
2. If the applicant is not the owner: provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
3. Survey and legal description of property for which Variance is sought.
4. Required number of copies: One (1) digital copy - additional paper copy is optional.

"In lieu of signed, sworn and notarized signatures of the property owner, agent and/or contractor, and under penalties of perjury, I declare that I have read and examined the foregoing application and that the facts stated in it are true and correct."

SIGNATURE OF APPLICANT | Mark Adamec PRINT OR TYPE NAME OF APPLICANT | 7/11/2025 | 5:18:12 DATE

VARIANCE APPLICATION 01.29.2025

The following paragraph sets forth reasons for which a Variance may be approved, please check the circumstances that apply to your request and briefly describe in the space provided.

Grounds for approval of a Variance: A Variance may be granted at the discretion of the Community Development Board. for the following reasons.

☐ 1. Exceptional topographic conditions of or near the property.

Being so close in proximety to the ocean subjects the property to high winds and frquent power outages. These site specific coastal conditions make reliable power critical for emergency prepardeness

☐ 2. Surrounding conditions or circumstances impacting the property disparately from nearby properties.

Other properties have a generator on site that is claerly visible from exisitng the neighborhood and on Seminole Road. This generator will be hidden from the street and out of sight

☐ 3. Exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area.

136 Oceanforest Drive North is a non conforming lot size as it is a corner lot. The front of the house can be left up to discrection as the mailbox is on Beachcomber Trail and the address is on Oceanforest Drive North

☐ 4. Onerous effect of regulations enacted after platting or after development of the property or after construction of improvements upon the property.

The client needs power at all times due to elderly relatives requiring power. The homeowner owns both neighboring houses at 136 Oceanforest Dr N and 2343 Beachcomber Trail

☐ 5. Irregular shape of the property warranting special consideration.

The property at 136 Oceanforest Drive North is a corner lot and is a non conforming lot due to the size and shape

☐ 6. Substandard size of a Lot or Record warranting a Variance in order to provide for the reasonable use of the property.

N/A

a. Approval of a Variance. To approve an application for a Variance, the Community Development Board shall find that the request is inaccordance with the preceding terms and provisions of this Section and that the granting of the Variance will be in harmony with the Purpose and Intent of this Chapter.

b. Approval of Lesser Variances. The Community Development Board shall have the authority to approve a lesser Variance than requested if a lesser Variance shall be more appropriately in accord with the terms and provisions of this Section and with the Purpose and Intent of this Chapter.

c. Nearby Nonconformity. Nonconforming characteristics of nearby Lands, Structures or Buildings shall not be grounds for approval of a Variance.

d. Waiting period for re-submittal. If an application for a Variance is denied by the Community Development Board, no further action on Another application for substantially the same request on the same property shall be accepted for 365 days from the date of denial.

e. Time period to implement Variance. Unless otherwise stipulated by the Community Development Board, the work to be performed pursuant to a Variance shall begin within six (6) months from the date of approval of the Variance. The Community Development Director, upon finding of good cause, may authorize a one time extension not to exceed an additional six (6) months, beyond which time the Variance shall become null and void.

f. A Variance, which involves the Development of Land, shall be transferable and shall run with the title to the Property unless otherwise stipulated by the Community Development Board.

RECORD AND RETURN TO:

Franklin Legal, PL
60 Ocean Blvd., Suite 10
Atlantic Beach, Florida 32233

Tax I.D. Nos. **169463-0144**
169463-0142

Doc # 2016119464, OR BK 17576 Page 151,
Number Pages: 11
Recorded 05/26/2016 at 12:31 PM,
Ronnie Fussell CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $95.00
DEED DOC ST $0.70

QUIT-CLAIM DEED
& RESTRICTIVE COVENANT
& TERMINATION OF PRIOR COVENANT OF O.R. BK 17014 PG 1768

THIS QUIT-CLAIM DEED AND RESTRICTIVE COVENANT is made and given this 20 day of May, 2016, by **MARK A. ADAMEC** and **DIANE L. ADAMEC**, husband and wife, whose post office address is 136 Oceanforest Drive North, Atlantic Beach, Florida 32233 (the "Grantor"), to **MARK A. ADAMEC** and **DIANE L. ADAMEC**, husband and wife, whose post office address is 136 Oceanforest Drive North, Atlantic Beach, Florida 32233 (the "Grantee"), where the terms Grantor and Grantee as used hereafter include all parties to this instrument singular and/or plural and all heirs, assigns or legal representatives of individual or entities.

W I T N E S S E T H

GRANTOR, for ten dollars ($ 10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged, hereby quitclaims, remises and releases to Grantee, and its successors and assigns forever, as its sole and separate property, the following land now comprising a portion of that property commonly addressed as 2343 Beachcomber Trail, Atlantic Beach, Florida, 32233, and legally described as follows:

> **A portion of Lot 70 of the Plat of OCEANWALK UNIT ONE, as recorded in Plat Book 42, Pages 1A-1F, of the current official records of Duval County, Florida, said portion being described as follows:**
>
> **For a point of beginning, commence at the most southerly corner of Lot 69 of the Plat of OCEANWALK UNIT ONE, Thence South 00° 02' 44" West along the West Line of Lot 67 of the Plat of OCEANWALK UNIT ONE, a distance of 25.00 feet to the North Line of Lot 71 of the Plat of OCEANWALK UNIT ONE, Thence North 87° 34' 26" West along the North Line of Lot 71 of the Plat of OCEANWALK UNIT ONE, a distance of 54.13 feet, Thence North 02° 36' 22" East, a distance of 78.73 feet to the the southwesterly line of said Lot 69; Thence South 42° 05' 11" East, along the southwesterly line of Lot 69, a distance of 75.38 feet to the Point of Beginning.**

SUCH LANDS TO BE HEREAFTER joined and made a part of the adjoining Lot 69 of the Plat of OCEANWALK UNIT ONE owned also by the Grantor, being commonly addressed as 136 Oceanforest Drive North, Atlantic Beach, Florida 32233-5963, all as according to the surveys prepared by All American Surveyors of Florida, Inc., and approved by the City of Atlantic Beach, Florida, on 16 February 2016, being attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same together with all land singular the tenements, hereditaments, easements and rights appurtenant of the Grantor thereunto belonging or in any wise appertaining, and all the estate, right, title, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the proper use, benefit and behalf of the Grantee, its representatives, successors and assigns forever.

GRANTEE acknowledges that Grantor makes no representations or warranties, expressed or implied, with respect to the title to the property and that this instrument has been prepared without benefit of current title examination.

DOCUMENTARY STAMP TAXES HAVE BEEN PAID ON THIS DEED BASED ON THE AMOUNT OF THE LANDS CONVEYED IN PROPORTION TO THE OUTSTANDING MORTGAGE BALANCE NOW OWED ON THE REMAINDER NOT CONVEYED.

THIS GRANT SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT AND EQUITABLE SERVITUDE:

1. Grantor Identity, Description of Restricted Property and Binding Effect. This restrictive covenant and equitable servitude is declared and granted by MARK A. ADAMEC and DIANE L. ADAMEC, husband and wife, who declare that the property described as:

LOT 69 and LOT 70 of OCEANWALK UNIT ONE, as recorded in Plat Book 42, Pages 1A-1F, of the current official records of Duval County, Florida,

shall hereafter be held, conveyed, occupied, used, improved, taxed and assessed subject to the covenant and equitable servitude hereinafter described, which shall be a real covenant and servitude, running with the land and passing with title to the above-described property, and which shall be binding upon and inure to the benefit of the Grantor and all parties having or acquiring in whatsoever manner any right, title or interest in the property or any part thereof.

2. Nature and Intent. Neither that certain Plat of Oceanwalk Unit One hereinabove described nor that certain Declaration of Covenants recorded at Book 6141, Page 549, et. seq., O.R. Duval County (the "Declaration"), expressly or impliedly prohibit or restrict the conveyance and joinder of lands from and between one Lot to another within the Oceanwalk subdivision. The above-described lots resulting after this conveyance meet or exceed all requirements and restrictions set forth under the Declaration and do not interfere with any easements granted thereunder. Notwithstanding, the term "Lot" is defined in the Declaration by reference to said Plat and the term is used extensively therein with regard especially to assessment and enforcement. Accordingly, it is the intent of the Grantor to ensure that the Oceanwalk Association, Inc. (the "Association"), and all other owners within the subdivision, are not hereafter unreasonably burdened or hindered in the performance of any duty or aspect of the subdivision's governance due to the above-described conveyance, hence this declaration and grant of restrictive covenant and servitude.

Further, henceforth, the owner of the remainder of the lands comprising Lot 70 shall have no lands abutting on the lake and stormwater treatment facility delineated on the Plat of OCEANWALK UNIT ONE, and shall have no right, title, license, privilege, easement or interest to ingress to, egress from or access to such lake whether arising at common law or pursuant to other restrictive covenant, all such rights or easements being hereby waived and released to the owner of Lot 69 together with the lands herein deeded, and this regardless of current or future water level of such lake.

3. Identity and Right of Enforcement. The following restrictive covenant and servitude is given in favor of the OCEANWALK ASSOCIATION, INC., a Florida not-for-profit corporation and Homeowners' Association under chapter 720, Fla. Stat., with a current registered address of: c/o: Signature Realty and Management, Inc., 4003 Hartley Road, Jacksonville, Florida 32257, its successors and/or assigns (the "Association"), and all member owners thereof. The Association, on behalf of its member owners, shall have the right to enforce this restrictive covenant at law and in equity in any proceeding in

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which its application is reasonably implied.

4. Restrictive Covenant and Equitable Servitude. As concerns all matters set forth in the Declaration which apply to a "Lot" including but not limited to the imposition of any regular or special assessment, the levy of a fine or voting rights suspension, or other act or proceeding in which the identity of the underlying property or Lot is of legal consequence to act, duty or performance required or allowed by the Declaration, the Grantor agrees, waives and/or releases, for itself and on behalf of itself also as the Grantee, and being intended to bind all future Grantors and Grantees no matter how title may be acquired, that the failure of the Association, or of any member owner thereof, to correctly identify and/or specifically reference the lands which by this deed are joined with or excepted from Lot 69 and/or 70, as the case may be, shall not be an impediment, delay or hindrance to the performance of any duty under the Declaration nor basis for legal or equitable objection as between Grantor/Grantee and the Association or any member thereof, PROVIDED THAT, it shall always be understood that, as used by the Grantor/Grantee or Association hereafter, the term "Lot 69" shall hereafter mean such Lot defined by reference to the Plat together with the portion of lands as above-described and deeded and that the term "Lot 70" shall hereafter mean such Lot defined by reference to the Plat less and except the portion of lands as above-described and deeded. NOTWITHSTANDING anything to the contrary, this restrictive covenant and equitable servitude of waiver and release shall not apply to the recording of a claim of lien and/or filing of a *lis pendens* insofar as the Grantor/Grantee reserves the right to notify the Association in writing of any error or failure of legal description regarding same and to insist upon its correction at Grantor's/Grantee's sole cost and expense within a reasonable time, and failing such lawful correction within a reasonable time by the Association the Grantor/Grantee shall be entitled to whatsoever award of attorneys fees or costs accruing thereafter that it may be otherwise entitled to under the Declaration or statute, PROVIDED FURTHER THAT Grantor/Grantee agrees all time-frames allowed or required by the Declaration or by statute shall not be delayed as against the Association relative to the correction of the legal description and shall run from and relate back to the date of the original recording and/or date of notice. FURTHER NOTWITHSTANDING anything to the contrary, this restrictive covenant and equitable servitude shall not operate as to any other failure or error of the Association or any other owner except as expressly provided herein this paragraph four (4) relative to the lands joined or excepted by this deed.

5. Term, Amendment and Termination. This restrictive covenant and equitable servitude shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this instrument is recorded, after which time such covenant and servitude shall be deemed automatically extended for successive periods of ten (10) years unless an instrument terminating same has been recorded. The re-conveyance of the exact lands hereinabove deeded shall operate as an automatic termination of this covenant and the Association's approval shall not be required.

6. Termination of Prior Deed Covenant. Those certain restrictive covenants imposed prior by that certain deed recorded on 23 December 2014 at Book 17014, Page 1768, of the current official records of Duval County, is hereby TERMINATED in favor of the instant restrictive covenants imposed by this deed, where the lands formerly restricted by such prior deed are incorporated within the legal description of the lands restricted by this deed.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, Grantor has executed this quitclaim deed on the date first above written.

Signed, sealed and delivered in our presence:

Witness 1 - Signature

Witness 1 - Printed Name

Witness 2 - Signature

Witness 2 - Printed Name

MARK A. ADAMEC, Grantor

STATE OF FLORIDA
COUNTY OF DUVAL

THIS INSTRUMENT was acknowledged before me this 20 day of May, 2016, by MARK A. ADAMEC, Grantor, being identified to me as follows:

Personally Known: ✓
Produced I.D.: _____
Type of I.D.: _____

Notary Signature

Notary Printed Name

TIMOTHY S. FRANKLIN
Commission # FF 128391
Expires June 21, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

Witness 1 - Signature

Witness 1 - Printed Name

Witness 2 - Signature

Witness 2 - Printed Name

DIANE L. ADAMEC, Grantor

STATE OF FLORIDA
COUNTY OF DUVAL

THIS INSTRUMENT was acknowledged before me this 20 day of May, 2016, by DIANE L. ADAMEC, Grantor, being identified to me as follows:

Personally Known: ✓
Produced I.D.: _____
Type of I.D.: _____

Notary Signature

Notary Printed Name

TIMOTHY S. FRANKLIN
Commission # FF 128391
Expires June 21, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: _____

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City of Atlantic Beach
Building and Zoning Department
800 Seminole Road Atlantic Beach, Florida 32233-5445
Phone: (904) 247-5826 Fax: (904) 247-5845 Email: Building-Dept@coab.us

Site Address: 136 Oceanforest Drive North and 2343 Beachcomber Trail
Owner: Mark and Diane Adamec

Re: Proposed Property Conveyance

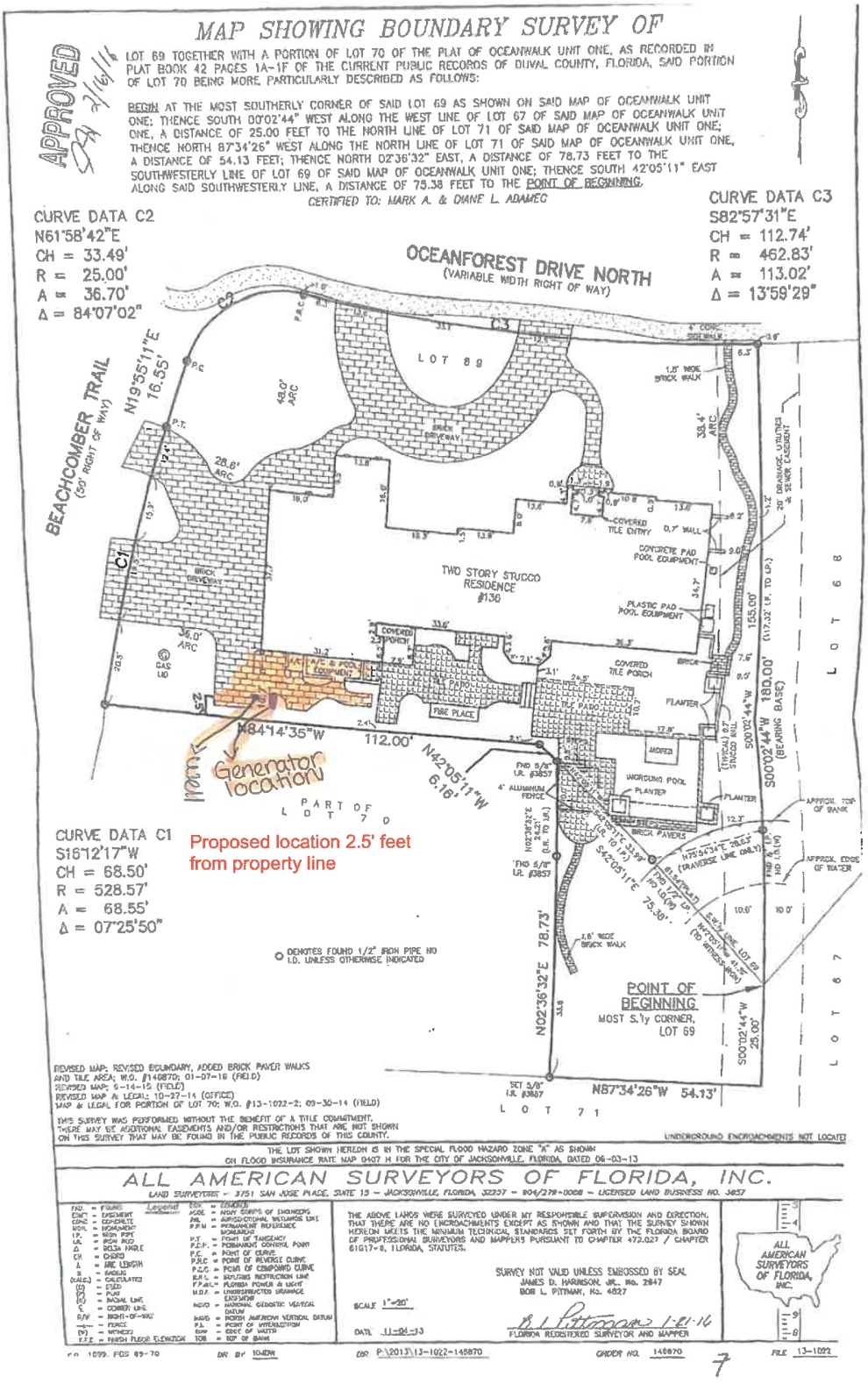
This letter serves to confirm that the properties at 136 Oceanforest Drive North and 2343 Beachcomber Trail, under ownership of Mark and Diane Adamec, can be divided as shown on the attached surveys and as described in the letter that is attached. Per a certification of All American Surveyors, Lot 69 will have impervious coverage of 49.57% and Lot 70 will have 41% impervious coverage.

The attached surveys are stamped and signed as approved by the City of Atlantic Beach. Please feel free to call me at (904) 247-5817 if you have any questions.

Sincerely,

Jeremy Hubsch
Building and Zoning Director
2/16/2016

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MAP SHOWING BOUNDARY SURVEY OF
APPROVED
LOT 69 TOGETHER WITH A PORTION OF LOT 70 OF THE PLAT OF OCEANWALK UNIT ONE, AS RECORDED IN PLAT BOOK 42 PAGES 1A-1F OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PORTION OF LOT 70 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE MOST SOUTHERLY CORNER OF SAID LOT 69 AS SHOWN ON SAID MAP OF OCEANWALK UNIT ONE; THENCE SOUTH 00°02'44" WEST ALONG THE WEST LINE OF LOT 67 OF SAID MAP OF OCEANWALK UNIT ONE, A DISTANCE OF 25.00 FEET TO THE NORTH LINE OF LOT 71 OF SAID MAP OF OCEANWALK UNIT ONE; THENCE NORTH 87°34'26" WEST ALONG THE NORTH LINE OF LOT 71 OF SAID MAP OF OCEANWALK UNIT ONE, A DISTANCE OF 54.13 FEET; THENCE NORTH 02°36'32" EAST, A DISTANCE OF 78.73 FEET TO THE SOUTHWESTERLY LINE OF LOT 69 OF SAID MAP OF OCEANWALK UNIT ONE; THENCE SOUTH 42°05'11" EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 75.38 FEET TO THE POINT OF BEGINNING.
CERTIFIED TO: MARK A. & DIANE L. ADAMEC
CURVE DATA C2
N61°58'42"E
CH = 33.49'
R = 25.00'
A = 36.70'
Δ = 84°07'02"
CURVE DATA C3
S82°57'31"E
CH = 112.74'
R = 462.83'
A = 113.02'
Δ = 13°59'29"
OCEANFOREST DRIVE NORTH
(VARIABLE WIDTH RIGHT OF WAY)
BEACHCOMBER TRAIL
(50' RIGHT OF WAY)
N19°55'11"E
16.55'
LOT 69
TWO STORY STUCCO RESIDENCE #136
BRICK DRIVEWAY
COVERED TILE ENTRY
CONCRETE PAD POOL EQUIPMENT
PLASTIC PAD POOL EQUIPMENT
COVERED TILE PORCH
FIRE PLACE
PLANTER
MOPED
WORDUMS POOL
BRICK PAVERS
4' ALUMINUM FENCE
1.8' WIDE BRICK WALK
20' DRAINAGE UTILITIES & SEWER EASEMENT
LOT 68
LOT 67
LOT 71
PART OF LOT 70
N84°14'35"W 112.00'
N42°05'11"W 6.16'
Generator location
Proposed location 2.5' feet from property line
CURVE DATA C1
S16°12'17"W
CH = 68.50'
R = 528.57'
A = 68.55'
Δ = 07°25'50"
S42°05'11"E 75.38'
N02°36'32"E 78.73'
S00°02'44"W 180.00' (BEARING BASE)
S00°02'44"W 25.00'
N87°34'26"W 54.13'
POINT OF BEGINNING
MOST S.'ly CORNER, LOT 69
SET 5/8" I.R. #3857
FND 5/8" I.R. #3857
FND 3/8" I.R. #3857
APPROX. TOP OF BANK
APPROX. EDGE OF WATER
SOUTHWESTERLY LINE LOT 69
O DENOTES FOUND 1/2" IRON PIPE NO I.D. UNLESS OTHERWISE INDICATED
REVISED MAP: REVISED BOUNDARY, ADDED BRICK PAVER WALKS AND TILE AREA; W.O. #140870; 01-07-16 (FIELD)
REVISED MAP: 9-14-15 (FIELD)
REVISED MAP & LEGAL: 10-27-14 (OFFICE)
MAP & LEGAL FOR PORTION OF LOT 70; W.O. #13-1022-2; 09-30-14 (FIELD)
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
UNDERGROUND ENCROACHMENTS NOT LOCATED
THE LOT SHOWN HEREON IS IN THE SPECIAL FLOOD HAZARD ZONE "A" AS SHOWN ON FLOOD INSURANCE RATE MAP 0407 H FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED 06-03-13
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS - 3751 SAN JOSE PLACE, SUITE 13 - JACKSONVILLE, FLORIDA, 32207 - 904/279-0008 - LICENSED LAND BUSINESS NO. 3857
Legend
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SURVEY NOT VALID UNLESS EMBOSSED BY SEAL
JAMES D. HARRISON, JR., No. 2847
BOB L. PITTMAN, No. 4827
FLORIDA REGISTERED SURVEYOR AND MAPPER
SCALE 1"=20'
DATE 11-04-13
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
DR BY KMBW
DR P:\2013\13-1022-145870
ORDER NO. 140870
FILE 13-1022

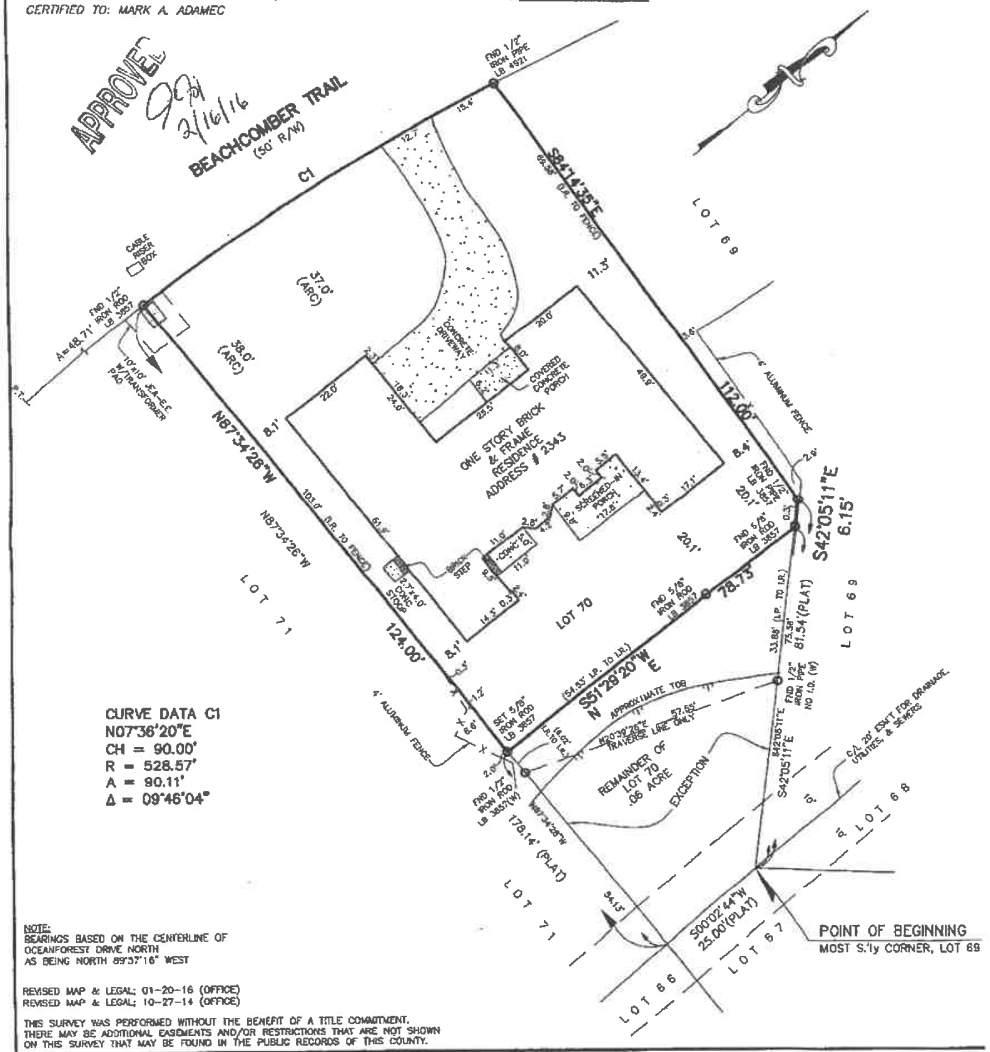
MAP SHOWING BOUNDARY SURVEY OF

LOT 70 AS SHOWN ON MAP OF OCEANWALK UNIT ONE, AS RECORED IN PLAT BOOK 42 PAGES 1-1F OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

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CERTIFIED TO: MARK A. ADAMEC



CURVE DATA C1
N07°36'20"E
CH = 90.00'
R = 528.57'
A = 90.11'
Δ = 09°46'04"

NOTE:
BEARINGS BASED ON THE CENTERLINE OF OCEANFOREST DRIVE NORTH AS BEING NORTH 89°37'16" WEST

REVISED MAP & LEGAL: 01-20-16 (OFFICE)
REVISED MAP & LEGAL: 10-27-14 (OFFICE)

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THE LAND SHOWN HEREON IS IN THE SPECIAL FLOOD HAZARD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP 0407H FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED 08-03-13

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

LAND SURVEYORS - 3751 SAN JOSE PLACE, SUITE 15 - JACKSONVILLE, FLORIDA, 32257 - 904/279-0088 - LICENSED LAND BUSINESS NO. 3857

Legend

FND. = FOUND	CONC. = CONCRETE	ACOE = ARMY CORPS OF ENGINEERS	
ESMT = EASEMENT	ACRE = ACRE	JWL = JURISDICTIONAL WETLANDS LINE	
CONC = CONCRETE	P.R.M. = PERMANENT REFERENCE MONUMENT		
MON. = MONUMENT	P.T. = POINT OF TANGENCY		
I.P. = IRON PIPE	P.C.P. = PERMANENT CONTROL POINT		
I.R. = IRON ROD	P.C. = POINT OF CURVE		
Δ = DELTA ANGLE	P.R.C. = POINT OF REVERSE CURVE		
CH = CHORD	P.C.C. = POINT OF COMPOUND CURVE		
A = ARC LENGTH	B.R.L. = BUILDING RESTRICTION LINE		
R = RADIUS	F.P.L. = FLORIDA POWER & LIGHT		
(CALC.) = CALCULATED	U.D.E = UNOBSTRUCTED DRAINAGE EASEMENT		
(D) = DEED	NGVD = NATIONAL GEODETIC VERTICAL DATUM		
(P) = PLAT	NAVD = NORTH AMERICAN VERTICAL DATUM		
(R) = RADIAL LINE	P.I. = POINT OF INTERSECTION		
℄ = CENTER LINE	EOW = EDGE OF WATER		
R/W = RIGHT-OF-WAY	TOB = TOP OF BANK		
-x- = FENCE			
(M) = MEASURED			
F.F.E. = FINISH FLOOR ELEVATION			

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 / CHAPTER 61G17-6, FLORIDA STATUTES.

SURVEY NOT VALID UNLESS EMBOSSED BY SEAL
JAMES D. HARRISON, JR., No. 2547
BOB L. PITTMAN, No. 4827

SCALE 1"=20'

DATE 10/23/2014

FLORIDA REGISTERED SURVEYOR AND MAPPER

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

F.B. PRINT, D.C. DR. BY DEL DWG P:\2014\78266-141498-MTG-REV ORDER NO. 141498 FILE 78266

6

MAP SHOWING BOUNDARY SURVEY OF

APPROVED 2/16/16

LOT 69 TOGETHER WITH A PORTION OF LOT 70 OF THE PLAT OF OCEANWALK UNIT ONE, AS RECORDED IN PLAT BOOK 42 PAGES 1A–1F OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PORTION OF LOT 70 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

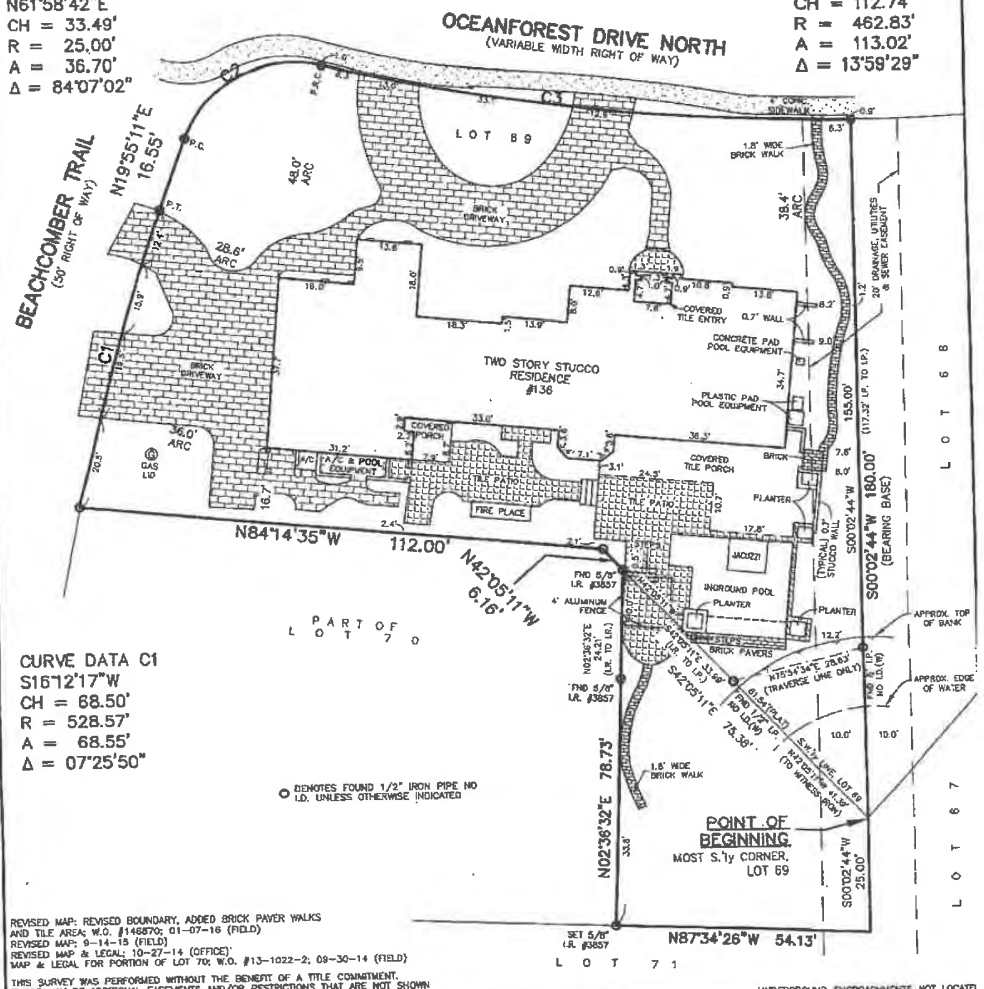
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CERTIFIED TO: MARK A. & DIANE L. ADAMEC

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Δ = 84°07'02"

CURVE DATA C3
S82°57'31"E
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CURVE DATA C1
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CH = 68.50'
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REVISED MAP: REVISED BOUNDARY, ADDED BRICK PAVER WALKS AND TILE AREA; W.O. #146870; 01-07-16 (FIELD)
REVISED MAP: 9-14-15 (FIELD)
REVISED MAP & LEGAL: 10-27-14 (OFFICE)
MAP & LEGAL FOR PORTION OF LOT 70; W.O. #13-1022-2; 09-30-14 (FIELD)

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UNDERGROUND ENCROACHMENTS NOT LOCATED

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ALL AMERICAN SURVEYORS OF FLORIDA, INC.
LAND SURVEYORS – 3751 SAN JOSE PLACE, SUITE 15 – JACKSONVILLE, FLORIDA, 32257 – 904/279-0088 – LICENSED LAND BUSINESS NO. 3857

Legend

FND. = FOUND
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BOB L. PITTMAN, No. 4827

SCALE 1"=20'

DATE 11-04-13

2-11-16
FLORIDA REGISTERED SURVEYOR AND MAPPER

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

FB 1099, PGS 69-70 DR. BY WJDW DIR. P:\2013\13-1022-146870 ORDER NO. 146870 FILE 13-1022

7

FRANKLIN LEGAL, PL

A Professional Law Firm

Timothy S. Franklin, Esq.

16 March 2016

Attn: Dr. Mark Tumeo, Chair
Oceanwalk HOA ARC
c/o: Signature Realty & Management
1301-A Penman Road
Jacksonville Beach, Florida 32233

Re: Finalization of Prior Adamec Residence Approvals

Dear Dr. Tumeo:

First, thank you for taking the time to speak with me a week or so back regarding my client's desire to have their prior ARC approvals for the Adamec residence located at 136 Oceanforest Drive "finalized" (so to speak) relative to any lingering questions about lot coverage/ISA. This letter is provided as requested to explain exactly what it is that we are seeking to have "finalized" relative to the ARC's prior approvals.

In short, it is my understanding that in connection with the previously approved plans/construction (all complete and C/O'd at present), a concern was voiced regarding whether the City of Atlantic Beach ("City") impervious surface area ("ISA") limitation was met. I note that this concern likely spawned from my initial advice to my client and his builder given at project inception, being thereafter raised by them and discussed with the ARC during the approval process to ensure that the Association's approval was beyond reasonable dispute.

Most pertinent, I had advised that section 3.2 of the Oceanwalk CCRs limited the "lot coverage" of primary structures to thirty-five percent (35%), while section 24-105 of the City's Land Development Regulations limit the impervious surface areas to fifty percent (50%): compliance with both was/is required.

I advised that when Oceanwalk was developed, the City did not have an ISA limitation but had instead a "lot coverage" limitation of 35%. The developer incorporated the City's lot coverage limitation in section 3.2, and additionally provided (more truthfully, "informed" where all development is required to comply with all law and regulation regardless) at section 3.6 that, in

60 Ocean Boulevard, Suite 10, Atlantic Beach, Florida 32233 - 904-465-2208 - franklinlegalpl@yahoo.com

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addition to compliance with the restrictive covenants, compliance with all "zoning regulations" was necessary.

At a later date, the City adopted the current ISA standard of 50%, and similar restrictions are in place now also in neighboring Neptune Beach and Jacksonville Beach. Notably, the City of Jacksonville still uses only a "lot coverage" limitation such that one may, unless otherwise restricted by other regulation or law (e.g. SJRWMD permit requirement), cover the entirety of a lot with impervious surfaces, provide lot coverage is limited to 35% (for single-family uses).

By definition and/or implication in most zoning codes (and the City's LDRs), the term "lot coverage" only applies to primary structures and certain accessory structures, where the term "structure" is typically defined as, "anything installed, constructed, placed, etc. at a height thirty inches (30") above the average grade of the lot." Thus, under most zoning codes, in-ground pools, walkways, pavers, decks and like improvements are not considered a "structure" and are not subject to lot coverage limitations.

Similarly, a reading of the entirety of the Oceanwalk CCRs demonstrates that the "lot coverage" restriction set forth at section 3.2 applies only to "primary" type structures being the residence, garages, porches and patios, with other improvements and certain other structures not subject to the limitation, including (as per separate section 3.3) most especially pools, playground equipment, clothes lines, sheds, etc.[1]

With the foregoing foundation in place, in light of the Adamec's sprawling (and very beautiful) renovation plans, and with the knowledge they own the adjacent lot addressed as 2343 Beachcomber Trail, I further advised that section 24-190 of the City's LDRs provided them with the ability to "aggregate" (and/or "separate") their development among multiple lots so long as complied with.

Section 24-190 provides (as do the zoning codes for Neptune Beach, Jacksonville Beach and City of Jacksonville and most other cities in Florida) that development may be aggregated (i.e. spread across) multiple lots and/or more than one "primary" structure placed on a lot, so long as all requirements of the zoning code are met as if located on separate and independent lots. What this means in practice is, if you can draw hypothetical "lot lines" between adjacent developments/primary buildings, and each hypothetical lot and the development located thereon meet all requirements of code, the development is permitted.

Pertinent to the instant case, although the amount of ISA on the Oceanforest lot as platted would exceed fifty percent (50%), the development was permitted by the City because the development complies with all requirements considering the aggregation of the Beachcomber lot with same.

By way of visual explanation, attached to this letter are two (2) surveys showing a hypothetical subdivision between the two (2) lots which demonstrates that each lot and the developments thereon meets all requirements of City code including especially the applicable minimum lot size of 7,500 square feet, a twenty foot (20') rear yard setback from such hypothetical line and the ISA of 50%.

[1] Of course, the Oceanwalk ARC ultimately has plenary approval/disapproval power and authority for anything installed or erected on a lot including landscaping based on aesthetic and other valid concerns regardless of whether same are subject to the lot coverage limitations.

60 Ocean Boulevard, Suite 10, Atlantic Beach, Florida 32233 - 904-465-2208 - franklinlegalpl@yahoo.com

You will note that the surveys indicate the approval of the City's Planning Director, Mr. Jeremy Hubsch, and I have attached also an email of the ISA calculations which were provided to the City and confirmed by Public Works prior to approval.

Accordingly, we are seeking simply to have the ARC denote in some fashion that it is satisfied with the development's compliance with the "zoning regulations" as per section 3.3, and of compliance with the "lot coverage" standards of section 3.2, so that my clients (who are very detail oriented) can put this matter to bed (and themselves, slumbering securely in the knowledge their residence will be above reproach). We are not asking for any sort of detailed or precedential approval, simply a letter stating this letter has been reviewed and the development's approval is deemed "finalized."

Just for information, while the clients do not intend to ever sell the 2343 Beachcomber Trail property, and instead plan to utilize same in the future for rental purposes (as now) or a secondary type vacation or permanent dwelling for extended family (children, parents, etc.), I have advised they would need to file some sort of deed restriction and easement as between the properties in the event they ever decide to sell one or the other to ensure clear title and good relations between the properties in perpetuity.

If I can provide any further information, or you wish to view the property, etc., please don't hesitate to call, and thank you for your time and attention to this matter.

Sincerely,

Tim Franklin, Esq.

60 Ocean Boulevard, Suite 10, Atlantic Beach, Florida 32233 - 904-465-2208 - franklinlegalpl@yahoo.com

10

Subject: ARC Request
From: Mark Tumeo (mark.tumeo@yahoo.com)
To: m_adamec@bellsouth.net; franklinlegalpl@yahoo.com;
Cc: michelericheymartin@comcast.net;
Date: Tuesday, March 29, 2016 7:19 PM

Mr. Adamec,

The Architectural Review Committee (ARC) met this evening (3-29-2016) and considered the request from your attorney Mr. Franklin for final approval of your lot coverage (Agenda Item 3-29-2016-2a). The ARC felt there is no issue for the ARC to consider. The Committee feels you have satisfactorily completed the project as approved originally. We have forwarded the document sent by your attorney to the HOA's attorney for review and comment.

If you have any questions, please do not hesitate to contact me.

Mark Tumeo
Chair, Oceanwalk ARC

Subject: Legal reply from Atty Elefant
From: michele richey martin (michelericheymartin@comcast.net)
To: m_adamec@bellsouth.net; franklinlegalpl@yahoo.com;
Cc: michelericheymartin@comcast.net;
Date: Wednesday, March 30, 2016 7:31 PM

Subject: Re: Legal reply from Atty Elefant
Date: March 30, 2016 at 5:55:02 PM EDT
Date: Wednesday, March 30, 2016, 3:37 PM

Hello Mark,

I just spoke with Attorney Elefant and he said that since the house is already built to leave it alone if the HOA has approved it and it's built there's not much we can do and to not go any further with that, just leave it alone.

CC: OWNER FILE

Sincerely,

Michele

Print Date:
5/26/2016 12:31:43 PM

Transaction #: **3033155**
Receipt #: **2947959**
Cashier Date: **5/26/2016**
12:31:42 PM
(MCARTER)

Ronnie Fussell
Clerk Circuit Court
Duval County
501 West Adams St RM 1051
Jacksonville, FL 32202
(904) 255-2000

Customer Information	Transaction Information	Payment Summary
() FRANKLIN LEGAL PL	DateReceived: 05/26/2016 Source Code: BEACH Q Code: BEACH Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees $95.70 Total Payments $95.70

1 Payments

CHECK 2292	$95.70

1 Recorded Items

(DEED) DEED

BK/PG: 17576/151 CFN:2016119464
Date:5/26/2016 12:31:36 PM
From: ADAMEC MARK A ETAL To: ADAMEC MARK A

INDEXING	3	$0.00
DEED DOC	10	$0.70
RECORDING	11	$95.00

0 Search Items

0 Miscellaneous Items

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APPROVED 2/16/16

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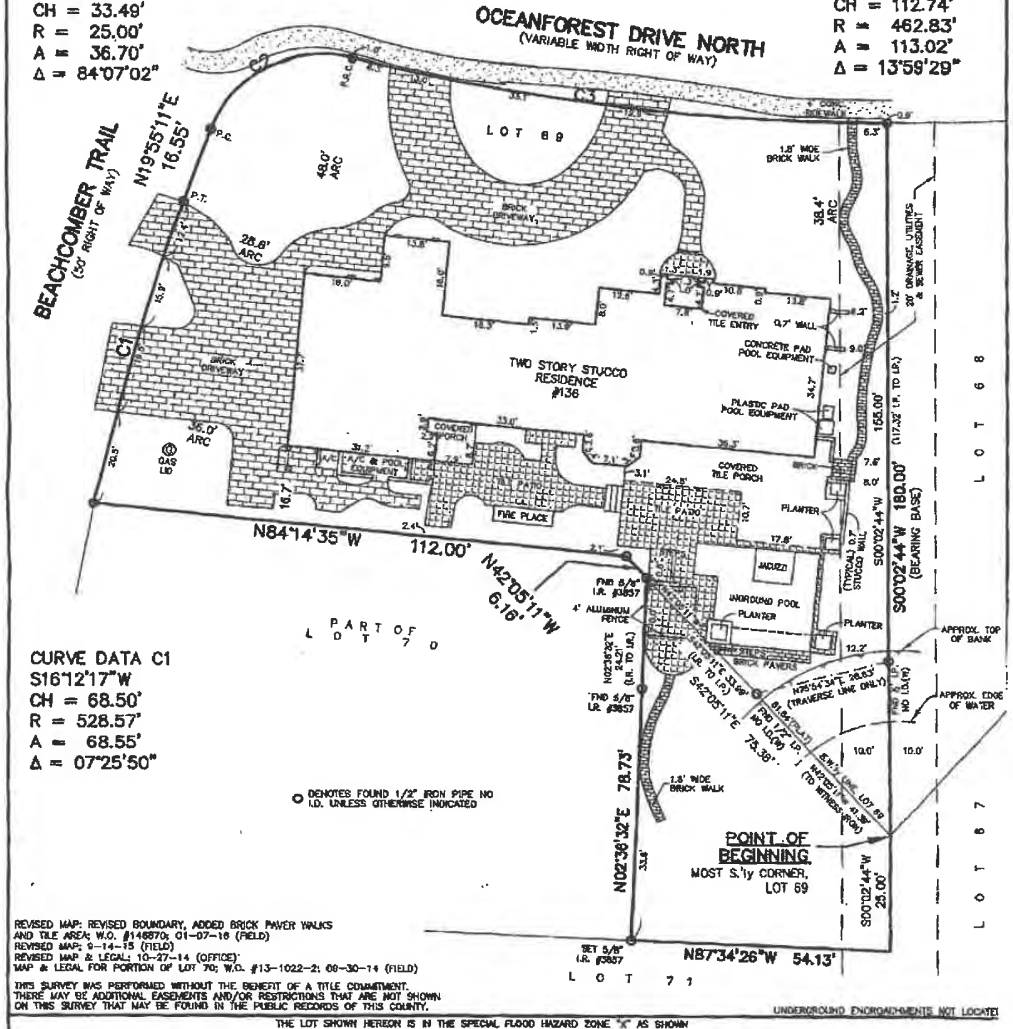
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REVISED MAP; 9-14-15 (FIELD)
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CONC = CONCRETE		P.R.M. = PERMANENT REFERENCE MONUMENT	
MON. = MONUMENT		P.T. = POINT OF TANGENCY	
I.P. = IRON PIPE		P.C.P. = PERMANENT CONTROL POINT	
I.R. = IRON ROD		P.C. = POINT OF CURVE	
Δ = DELTA ANGLE		P.R.C. = POINT OF REVERSE CURVE	
CH = CHORD		P.C.C. = POINT OF COMPOUND CURVE	
A = ARC LENGTH		B.R.L. = BUILDING RESTRICTION LINE	
R = RADIUS		F.P.&L.= FLORIDA POWER & LIGHT	
(CALC.) = CALCULATED		U.D.E. = UNRESTRICTED DRAINAGE EASEMENT	
(D) = DEED		NGVD = NATIONAL GEODESIC VERTICAL DATUM	
(P) = PLAT		NAVD = NORTH AMERICAN VERTICAL DATUM	
(M) = RADIAL LINE		P.I. = POINT OF INTERSECTION	
C = CORNER LINE		EOW = EDGE OF WATER	
R/W = RIGHT-OF-WAY		TOB = TOP OF BANK	
xxx = FENCE			
(W) = WITNESS			
F.F.E. = FINISH FLOOR ELEVATION			

THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 / CHAPTER 61G17-6, FLORIDA, STATUTES.

SURVEY NOT VALID UNLESS EMBOSSED BY SEAL
JAMES D. HARRISON, JR., No. 2647
BOBI L. PITTMAN, No. 4827

SCALE 1"=20'

DATE 11-04-13

B. L. Pittman 1-21-16
FLORIDA REGISTERED SURVEYOR AND MAPPER

ALL AMERICAN SURVEYORS OF FLORIDA, INC.

P.B. 1099, PGS 66-70 DR. BY KMDW DR. P:\2013\13-1022-146870 ORDER NO. 146870 FILE 13-1022

7

MINUTES
Community Development Board (CDB) Meeting
Tuesday, September 23, 2025 - 6:00 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

Present:
Kirk Hansen, Chair
Ellen Golombek, Vice Chair
Angela Farford, Member
Richard Arthur, Member

Absent:
Jennifer Lagner, Member
Harold Gear, Member
Jeff Haynie, Member
Gregory (Greg) Beliles, Alternate Member

Also Present:
Amanda Askew, Neighborhoods Department Dir. (NDD)
Abrielle Genest, Principal Planner (PP)
Valerie Jones, Recording Clerk
Kevin Auster, Planner
Rob Graham, City Attorney (CA)

1. **CALL TO ORDER AND ROLL CALL**
The meeting was called to order at 6:00 p.m.

2. **APPROVAL OF MINUTES**

A. **Approve minutes of the August 26, 2025 regular meeting of the Community Development Board.**

The minutes were approved.

3. **OLD BUSINESS**
There was no old business.

4. **NEW BUSINESS**

A. **535 Selva Lakes Circle ZVAR25-0016 (Elaine Jackson-Parra)**
Request for a variance from Section 24-121 to exceed the maximum lot coverage at 535 Selva Lakes Circle.

Principal Planner Abrielle Genest presented the request for a variance from Section 24-121 to exceed the maximum lot coverage at 535 Selva Lakes Circle.

The property is located within the Selva Lakes planned unit development (PUD) zoning district, measuring 25 feet wide by 115 feet deep and developed as a 2-unit townhome. The property is accessed by a private drive off of Selva Lakes Circle. The PUD was approved in 1985 and developed shortly after.

Since the Selva Lakes PUD does not establish a minimum impervious area, Section 24-121 applies, which requires a maximum 45% impervious surface coverage. The current lot sits at 45.6% impervious, and the applicant proposes to build a 340 square foot addition in the rear, which would increase the impervious coverage to 48.63% - exceeding the maximum by 181 square feet.

Planner Genest noted that a covered patio and brick patio on the property were permitted, but she could not find a permit for a plastic shed on site, which may have pushed the property over the 45% threshold. The private drive easement that provides access to four properties is counted toward their overall impervious calculations.

Michael Quick, representing the homeowner who was at work, explained that the addition would be a bedroom for the property owner's mother, who has mobility issues and uses a walker. With all bedrooms currently upstairs, the addition would provide a downstairs bedroom and bathroom for her privacy and accessibility needs.

Ellen Golombek asked if it would be possible to reduce the size of the addition to bring it under compliance. Quick responded that reducing it by 181 square feet would make it too small to function as a bedroom and bathroom, noting there is currently no full bathroom on the first floor.

Richard Arthur suggested removing part of the 448 square foot concrete driveway and replacing it with 50% pervious pavers to achieve the needed 181 square feet reduction. Quick acknowledged this was his first suggestion, but the homeowner's association had pushed back against it. While there are paver driveways within the community, the association had some issues with their proposal to cut out a portion and install grass or semi-pervious pavers.

Director Amanda Askew confirmed that the code allows tab lock or grid systems with a 50% credit if installed to city specifications.

During board discussion, Angela Farford expressed difficulty finding how any of the grounds for approval applied to this case. Kirk Hansen agreed, stating that while it might be difficult and expensive to comply, that wasn't a reason to approve variances. Ellen Golombek and Richard Arthur also struggled to identify applicable grounds.

MOTION: To **DENY** ZVAR25-0016 based on the request not meeting any of the grounds for approval.

Motion: ***Angela Farford***
Second: ***Ellen Golombek***

Kirk Hansen	***For***
Ellen Golombek (Seconded By)	***For***
Angela Farford (Moved By)	***For***
Richard Arthur	***For***

Motion passed 4 to 0.

B. 136 Oceanforest Drive North ZVAR25-0018 (Mark Adamec)

Request for a variance to Section 24-151(k)(1) to install a generator within the required side yard setback at 136 Oceanforest Drive North.

Planner Kevin Auster presented the request for a variance to Section 24-151(k)(1) to install a generator within the required rear yard setback at 136 Oceanforest Drive North.

The property is zoned residential single family (RS-1), measuring 85 feet wide by 155 feet deep, located at the southeast corner of Oceanforest Drive and Beachcomber Trail. The neighboring property to the south is also owned by the applicant. The home was constructed in 1986 and has been owned by the applicant since 1995.

The original construction met all setbacks (20 feet front and rear, 10 feet west side, 7.5 feet east side). In 1999, an addition was approved to be 20 feet off the rear property line but was actually built at 16.7 feet.

The request is to install a generator 2.5 feet from the rear property line, where code requires it to be at least 5 feet from the property line. Section 24-151(k)(1) states that on lots within or adjacent to residential zoning districts, equipment such as generators shall not be located in the required front yard or closer than 5 feet to any lot line adjacent to a residential use.

Mitch McCue, representing the applicant as the contractor, presented a PowerPoint showing the constraints of the property. He explained they own both parcels in a trust that will never be sold. The proposed location behind bushes would shield the generator from view, and they have verbal HOA approval pending the board's guidance.

McCue detailed several constraints: a gas tank in the front, gas lines running through the area, pavers that would impede moving the generator closer to the house, a well, and underground utilities. The electrical meter location and code requirements for distance from electrical equipment further limited options. He emphasized they were trying to avoid placing it in the front yard where it would be unsightly and vulnerable to theft.

Richard Arthur questioned whether underground utilities were shown on the survey. McCue confirmed they were not but explained that common sense dictated not putting it in the middle of the walkway, and that relocating gas lines would be economically unfeasible.

Ellen Golombek asked why the generator had to be in that exact spot and whether it could be moved closer to a palm tree or elsewhere around the house. McCue explained that placing it on the east side would encounter property line issues again, and running gas lines to that location would be economically unfeasible. He stated this was the only sensible location given all the constraints.

During board discussion, Richard Arthur noted two perspectives: the argument for approval could be that the city approved forms for the original addition at 16.7 feet instead of the required 20 feet, creating a nonconforming addition that pushes everything out. However, he felt the hardship conveyed was really just a preference about not wanting to put it in the walkway rather than a defined hardship warranting a variance.

Director Askew clarified that while the addition was submitted and went through permitting at 20 feet meeting setbacks, it was built encroaching slightly. This was partially the builder's fault for not framing correctly, though it should have been caught during inspection.

Ellen Golombek noted the applicant hadn't clearly indicated which criteria they were claiming and expressed doubt that it met any conditions for approval. Kirk Hansen agreed, stating that while it might be difficult and expensive to comply, those aren't reasons to approve variances. Angela Farford also struggled to find applicable grounds for approval in the code.

MOTION: To **DENY** ZVAR25-0018 based on the request not meeting any of the grounds for approval.

Motion: ***Ellen Golombek***
Second: ***Angela Farford***

Kirk Hansen	***For***
Ellen Golombek (Moved By)	***For***
Angela Farford (Seconded By)	***For***
Richard Arthur	***For***

Motion passed 4 to 0.

C. 740 Sherry Drive ZVAR25-0021 (Mako Development Group, LLC)

Request for a variance from Section 24-89(c)(1) to waive the on-site stormwater requirement for new home construction on 740 Sherry Drive.

Chair Hansen noted that two people had submitted cards to speak on this item but suggested deferring it because at the previous night's city commission meeting, commissioners voted on first reading to change the ordinance that would affect this variance request. The current ordinance requires stormwater mitigation by on-site storage for construction over 400 square feet. The proposed change would remove this requirement and establish only a 45% impervious surface limit, regardless of whether it's an addition or new construction.

Chair Hansen stated he would rather address this request after the city commission completed their second reading and made a final decision on the ordinance change. He confirmed with speakers Steve Piscitelli and Gretchen that they were agreeable to returning next month.

MOTION: To DEFER ZVAR25-0021 to the October 21st Community Development Board meeting.

Motion: ***Angela Farford***
Second: ***Richard Arthur***

Kirk Hansen	***For***
Ellen Golombek	***For***
Angela Farford (Moved By)	***For***
Richard Arthur (Seconded By)	***For***

Motion passed 4 to 0.

5. REPORTS

Director Askew reported on the City Commission meeting from the previous night. The Commission recommended removal of the stormwater section of the code on first reading. They also approved on first reading the code section regarding shared parking for both on-site and off-site uses. Both ordinances will go to second reading on October 13th.

6. PUBLIC COMMENT

There was no public comment.

7. ADJOURNMENT

There being no further discussion, Chair Hansen declared the meeting adjourned at 6:33 p.m.

Attest:

Amanda Askew

Kirk Hansen, Chair