City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, February 23, 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 from the Regular Commission Meeting held February 9, 2026. 7 - 17
2-9-26 Regular City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

2.A. Grant Award - Fletcher High School Band

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Feb. - Apr. 2026) 19 - 22
90-Day Calendar (Feb. - Apr. 2026)

3.B. Remote Meeting Attendance

3.C. March 2, 2026 Commission Workshops

* 3.D. Safety, Traffic and Parking (STOP) Committee Recommendations 23 - 37
STOP Committee Recommendations

3.E. Emergency Expenditure - Water Plant Generator

3.F. Interlocal Agreement - Fire Line Extension into Neptune Beach

3.G. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

4.A. City Manager Recruitment Update (Commissioner Bole)

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. 26-24. 39 - 41

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A 42-INCH-DIAMETER LIVE OAK TREE AT 375 ATLANTIC BOULEVARD AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-24

6.B. Approve Resolution No. 26-25. 43 - 45

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A 51-INCH-DIAMETER LIVE OAK TREE AT 1798 SELVA MARINA DRIVE AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-25

6.C. Approve Resolution No. 26-26. 47 - 49

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A 33-INCH-DIAMTER LIVE OAK TREE, A 49-INCH-DIAMETER LIVE OAK TREE, AND A 54-INCH-DIAMETER LIVE OAK TREE AT 395 POINSETTIA COURT AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-26

6.D. Approve Resolution No. 26-27. 51 - 60

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO OUTFIT TWO NEW PATROL VEHICLES FOR A COMBINED PRICE OF $37,529.86 FROM GLOBAL PUBLIC SAFETY; 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. 26-27

6.E. Approve Resolution No. 26-28. 61 - 70

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE REPAIRS AND INSTALLATION OF DECKS, BULKHEADS AND PAVILIONS REPLACING THE EXISTING EQUIPMENT AT DUTTON ISLAND PRESERVE, HOWELL PARK, AND AQUATIC DOG PARK; 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. 26-28

6.F. Approve Resolution No. 26-30. 71 - 138

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING A

CONTRACT WITH ROADWAY ASSET SERVICES, LLC TO PERFORM A PAVEMENT CONDITION ASSESSMENT IN THE AMOUNT OF $79,102; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-30

6.G. Approve Resolution No. 26-31. 139 - 146
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING THE UTILITY EASEMENT FROM BEACHES HABITAT FOR THE COASTAL HAVEN DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND SIGN THIS UTILITY EASEMENT TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-31

6.H. Approve Resolution No. 26-32. 147 - 149
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, TO APPROVE CHANGE ORDER #1 TO THE AQUATIC GARDENS DRAINAGE IMPROVEMENTS PROJECT CURRENTLY UNDERWAY WITH JAX UTILITIES MANAGEMENT, INC. IN THE AMOUNT OF $39,744.31; 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. 26-32

6.I. Approve Resolution No. 26-34. 151 - 155
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-09 2026 DRAINAGE DITCH MAINTENANCE PROJECT TO SUN STATE NURSERY & LANDSCAPING, INC. IN THE AMOUNT OF $216,810; 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. 26-34

6.J. Approve Resolution No. 26-35. 157 - 159
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE SUBMITTAL OF A 2025 URBAN & COMMUNITY FORESTRY NATURAL DISASTER AND RECOVERY SUPPLEMENT GRANT APPLICATION UPON MAYOR OR CITY MANAGER APPROVAL; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AGREEMENTS AND DOCUMENTS PERTAINING TO SUCH FEDERAL ASSISTANCE FOR AND ON BEHALF OF THE CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 26-35

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 26-29** 161 - 166

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-06 SHERRY DRIVE WATER MAIN EXTENSION PHASE TWO PROJECT TO AMERICAN CIVIL CONSTRUCTION, INC. IN THE AMOUNT OF $851,187.85; 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. 26-29

* 8.B. **RESOLUTION NO. 26-33** 167 - 191

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR EXECUTIVE SEARCH FIRM SERVICES FOR THE RECRUITMENT OF A CITY MANAGER; PROVIDING FOR AUTHORITY TO ADVERTISE; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. 26-33

* 8.C. **RESOLUTION NO. 26-36** 193 - 206

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL AGREEMENT WITH THE ATLANTIC BEACH ATHLETIC ASSOCIATION (ABAA) FOR THE USE OF BASEBALL FACILITIES AT JACK RUSSELL PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS TO ENSURE THE AGREEMENT REMAINS ADJUSTED TO COMMUNITY NEEDS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-36

* 8.D. **RESOLUTION NO. 26-38** 207 - 209

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY CLERK TO CONTINUE ALLOWING PAPER SUBMISSIONS OF CAMPAIGN FINANCE REPORTS; AUTHORIZING THE CITY CLERK TO IMPLEMENT AN ELECTRONIC FILING SYSTEM IN ACCORDANCE WITH THE PROVISIONS OF SECTION 106.07(2)(a)2, FLORIDA STATUTES, TO PROVIDE AS AN ADDITIONAL OPTION FOR SUBMITTING CAMPAIGN FINANCE REPORTS; AUTHORIZING THE CITY CLERK TO PROMULGATE RULES AND OTHER GUIDANCE RELATED TO THE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-38

* 8.E. **RESOLUTION NO. 26-40** 211 - 220

A RESOLUTION APPROVING A RENTAL AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND COASTAL KICKS AUTHORIZING COASTAL KICKS TO PROVIDE SOCCER PROGRAMMING AT JACK RUSSELL PARK AND ROSE PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 26-40

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

None.

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

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

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

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

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

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

MINUTES
Regular City Commission Meeting
Monday, February 9, 2026 - 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:	Kevin Hogencamp, Interim City Manager (CM)
	Jason Gabriel, City Attorney (CA)
	Donna Bartle, City Clerk (CC)
	Ladayija Nichols, Deputy City Clerk (DCC)

1 APPROVAL OF MINUTES

1A. Approve minutes from the Regular Commission Meetings held January 12 and 26, 2026.

The Commission approved the minutes as submitted.

1B. Approve minutes of the January 24, 2026 Town Hall.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

The following speakers provided their comments:

David Bew
Jim Wheatley
Ken Simon
Brenda Simon
Mitch Reeves

DRAFT

Michael Kulik
Brinkley Harrell
Nancy Staats
Lisa Herrold

3. CITY MANAGER REPORTS

CM Hogencamp clarified that he had no prior knowledge of Resolution No. 26-23 regarding his potential permanent appointment, and did not sign it as he would typically do with city manager-initiated items to avoid potential conflicts of interest.

He reported on agenda items 3A - 3J as detailed in a handout (which is attached hereto and made part of this official record as **Attachment A**) and answered questions from the Commission.

3.B. Priority-Setting

3.C. Beaches Town Center Parking

3.D. Atlantic Beach Athletic Association (ABAA)

3.E. East Coast-Ahern Traffic Safety Improvements

3.F. Stormwater Master Plan

3.G. Interlocal Agreement Consultant - City of Jacksonville (COJ)

3.H. Interlocal Agreement - Fire Line Extension into Neptune Beach

3.I. Florida Department of Environmental Protection (FDEP) Consent Order

3.J. Enterprise Resource Planning (ERP) Project

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

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

2-9-26 Attachment A

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

4.A. City Manager Recruitment Update (Commissioner Bole)

Commissioner Bole thanked the HR Director and CA for their assistance with the process and noted that a proposed timeline and budget will be presented at the next meeting.

HRD Blanco responded to questions and will provide the draft RFP to the City Clerk, who will distribute it to the Commissioners in advance of the next Commission meeting.

Commissioner Bole reminded the Commission that nominations are still being accepted from each district for a potential citizen representative in the city manager selection process.

DRAFT

Additional Report: He emphasized the importance of completing the 20th Street lift station project prior to hurricane season, noting it would serve approximately 100 families.

Commissioner Kelly

- Expressed concerns about the Marsh Oaks Community Center having too many offices rather than community space.
- Requested information regarding whether the Boys & Girls Club plans to offer a spring break camp.

Commissioner Ring

- Attended the legislative session days in January alongside Neptune Beach officials.
- Attended a Beaches Watch meeting where municipal funding was discussed, noting that approximately 39.9% of Atlantic Beach's revenue is derived from ad valorem taxes.
- CM Hogencamp answered questions regarding the 20th St. lift station.
- Reported touring the Marsh Oaks Community Center.

Commissioner Grant

- Addressed the 20th Street lift station and emphasized the importance of proper permitting and construction standards.
- Mentioned the ABAA agreement, expressing concern about restrictions on Sunday play, and suggested the Farmers Market RFP should include provisions for off-site vendor parking.

Mayor Ford

- Expressed support for traffic calming measures near Atlantic Beach Elementary.
- Addressed the 20th Street lift station issues. He noted the engineering firm had repeatedly delayed providing updated plans and asked if the City could terminate the relationship with that firm. CM Hogencamp responded that he would look into whether that was possible.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

6.B. Approve Resolution No. 26-17.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO DECLARE TWO VEHICLES AS SURPLUS FOR A TRADE-IN VALUE OF $1,100; AUTHORIZING THE TRADE-IN OF THREE ADDITIONAL SURPLUSED VEHICLES AT A TOTAL VALUE OF $1,300; AUTHORIZING THE CITY TO PURCHASE TWO NEW 2026 CHEVY SILVERADO 1500 CREW CAB PICKUP TRUCKS AT PRICES OF $44,648 AND $45,284, 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.

DRAFT

6.C. Approve Resolution No. 26-19.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO CRAWFORD, MURPHY AND TILLY FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE SHERRY DRIVE WATERMAIN IMPROVEMENTS PROJECT- PHASE II; 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. 26-20.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE AGREEMENT FOR THE DONNER ROAD LIFT STATION SERVICE AREA INFLOW AND INFILTRATION TESTING; AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

6.E. Approve Resolution No. 26-22.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE SELECTION OF T2 SYSTEMS AS THE SOFTWARE VENDOR FOR THE PAID PARKING PROGRAM OPERATED BY THE CITY OF ATLANTIC BEACH; 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 6B, 6C, 6D, and 6E (as written).

Motion: Bruce Bole
Second: Jessica Ring

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

Motion passed 5 to 0.

6.A. Approve Resolution No. 26-16.

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE DONNER PARK BASEBALL LED LIGHT REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS

DRAFT

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

Item was pulled from the Consent agenda.

NDD Askew answered questions.

MOTION: Approve 6A, Resolution (No.) 26-16.

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.

7. COMMITTEE REPORTS
None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 26-18
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE 2026 ANNUAL SIDEWALK REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution (No.) 26-18.

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***

DRAFT

Motion passed 5 to 0.

8.B. RESOLUTION NO. 26-23

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DIRECTING STAFF TO EVALUATE THE INTERIM CITY MANAGER FOR POTENTIAL PERMANENT APPOINTMENT AND PRESENT RECOMMENDATIONS TO THE CITY COMMISSION PRIOR TO ANY NATIONAL SEARCH.

MOTION: Adopt Resolution (No.) 26-23.

Motion: Bruce Bole

The motion died for lack of a second.

9. ACTION ON ORDINANCES

9.A. Ordinance No. 5-26-74, Public Hearing and Final Reading

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.

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

MOTION: Approve Ordinance No. 5-26-74.

Motion: Bruce Bole
Second: Candace Kelly

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

DRAFT

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

None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Clarified his previous comments regarding the lift station.
- Suggested exploring a potential compromise related to Sunday parking at Jack Russell Park.
- Clarified that his resolution concerning the city manager position was intended to address the hiring process and was not a reflection on CM Hogencamp.

Commissioner Ring

- Inquired about the timeline for submitting names for the citizen committee. Commissioner Bole indicated he would like the names by the next meeting. Mayor Ford noted that, if the City retains an outside consultant, the Commission would look to the consultant for guidance on the process, and Commissioners may have their recommended names prepared by the next meeting.

Commissioner Grant

- Expressed agreement with Commissioner Bole's comments regarding Resolution No. 26-23.

Mayor Ford

- Paid tribute to his friend, Rob Knapton.

13. ADJOURNMENT

The meeting adjourned at 7:24 PM.

Attest:

_____ _____

Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
2-9-26 Minutes

CITY OF ATLANTIC BEACH
OFFICE OF THE CITY MANAGER
800 Seminole Road
Atlantic Beach, Florida 32233
(904) 247-5817

City Manager's Community Update
Date: February 9, 2026
To: The Atlantic Beach Community & City Commission
From: Kevin Hogencamp, Interim City Manager/khogencamp@coab.us

Executive Summary

This report provides an update on many of the primary administrative and community-focused initiatives underway in our office. Our office remains focused on maintaining momentum across key infrastructure, environmental, and intergovernmental projects. City Manager's Community Updates, including related links, are available on the City's website and across official digital channels.

1. Priority-Setting: The 2026-27 budget process begins with our annual Priority-Setting Session, facilitated by Linda Lanier. Defining our strategic focus now ensures the upcoming budget directly supports the long-term goals of the Commission and the community. Pending confirmation of City Commission availability, the session is scheduled for April 6 at 6 p.m.

2. Beaches Town Center Parking: In early 2026, the City of Neptune Beach launched a new parking management partnership with T2 Systems to modernize the Beaches Town Center (BTC) program. This transition resolves previous systemic inefficiencies and provides advanced reporting capabilities -- including revenue transparency, occupancy analytics, and enforcement audits -- that were previously unavailable. These data points will be instrumental as the two cities negotiate a new interlocal agreement for BTC parking services.

3. Atlantic Beach Athletic Association: A new Facility Use Agreement for the youth baseball program at Russell Park will be presented to the City Commission on Feb. 23 for adoption via resolution. The outcome of this action will define the specific requirements for the upcoming Request for Proposals (RFP) for the Farmer's Market Operator.

4. Ahern Street Traffic Safety Improvements: While construction of the Ahern to Ocean Drive project Florida Infrastructure, Inc. is pending material lead times and a power pole relocation, staff is coordinating local parking improvements with the HOA. Meanwhile, a change order is in progress to install in-roadway lighting and signage at the East Coast Drive and Ahern Street crosswalk; the City has requested traffic engineering services from the City of Jacksonville to evaluate further pedestrian safety enhancements for this intersection; and

the City is accepting bids through Wednesdays for widening Sturdivant Avenue sidewalks to eight feet and installing ADA-compliant ramps and drainage systems.

5. Stormwater Master Plan: The City has applied for an HMGP grant to secure $300,000 in cost-share assistance. If awarded, this would expand the Stormwater Master Plan Update budget to $400,000 while reducing the City's internal obligation to $100,000. This increased funding would allow for high-fidelity modeling to analyze complex drainage scenarios with significantly greater precision. Because the grant does not permit retroactive reimbursement, these enhancements are contingent upon the award and cannot be funded in advance through City reserves.

6. Interlocal Agreement Consultant – City of Jacksonville: In partnership with the City of Jacksonville, we recently closed an RFP for consulting services to modernize our interlocal agreements. We received one formal response, which the joint Atlantic Beach-Jacksonville evaluation team will review for technical and budgetary alignment.

7. Interlocal Agreement – Fire Line Extension into Neptune Beach: City Attorney Gabriel and staff are finalizing a draft interlocal agreement with the development team regarding a fire line extension. The agreement is expected to be presented to both cities' governing boards for approval in March. This agreement facilitates potable water service for fire protection to a specific redevelopment project because Neptune Beach currently cannot meet the required fire flow standards.

8. Florida Department of Environmental Protection Consent Order: To resolve environmental violations for effluent limit exceedances occurring between 2021 and 2025, the City is implementing operational corrections and a mandated $30,655 "in-kind" environmental project. By opting for an in-kind expenditure rather than paying a fine to the state's general fund, the City ensures these funds are reinvested directly into local environmental initiatives.

9. Enterprise Resource Planning (ERP) Project: The City has officially launched its new cloud-based BS&A ERP system, a comprehensive platform that replaces the legacy 1980s system to integrate financial management, utility billing, and HR services. While the initial learning curve may present short-term challenges for staff and customers, the transition will deliver significant long-term improvements in data integrity and operational efficiency.

10. Other Reports

- **Federal Dune Walkover Funding:** The City's $1,080,000 dune walkover project funding remains secured in the recently signed FY26 Commerce, Justice, Science Appropriations bill. We are currently awaiting an "invite-only" solicitation from the Department of Commerce to formally apply for these funds.

Attachment A to
2-9-26 Minutes

CITY OF ATLANTIC BEACH

Mission

The place to be -- through exceptional public services.

2040 Vision

In Atlantic Beach, we have a strong sense of belonging and safety. Our citizens and government care deeply about community character, and we understand that unified support is required to preserve it. We are graced with the functional beauty of our beach, our marsh, and our tree canopy. Our shady streets and multi-use paths connect our welcoming neighborhoods and vibrant local businesses. Our city supports our diverse, multigenerational, socially linked community with green spaces, active lifestyles, parks, and programming.

City Commission Priorities

In 2018, the Atlantic Beach City Commission began undertaking an annual exercise that results in it establishing priorities for city government. This endeavor is facilitated by Atlantic Beach resident Linda Lanier, who volunteers her services.

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: February 11, 2026

MEETING DATE: February 23, 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, 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 February 2026-April 2026 by consensus

ATTACHMENT(S): City Commission 90-Day Calendar (February 2026-April 2026)

REVIEWED BY CITY MANAGER: Kevin Hogancamp

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 Black History Month Event 5:30 pm (Jordan Park)
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	19 Artist Reception 5 pm (Adele Grage)	20	21 Weed Wrangle – Invasive Removal Day 9am-Noon (Howell Park) ARCC/ESC Quarterly Film Series 4 pm (Adele Grage)
22 Farmers Market 10 am-2 pm (Russell Park)	23 City Commission 6:00 pm (Invoc-Kelly)	24	25 Environmental Stewardship Cmte. Public Input for Priorities 5pm 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 Commission-ESC Priority-Setting Workshop & Commission Chapter 23 Workshop 6pm	3	4	5 Code Enforcement Special Magistrate 2 pm	6	7 Native Plant Planting Day 9 am-Noon (Howell Park)
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 1 pm (Dutton Island Preserve)
815 Farmers Market 10 am-2 pm (Russell Park)	16	17 Community Development Board 6 pm	18	19 Artist Reception 6 pm (Adele Grage)	20	21 Wild Wonders 1 pm (Dutton Island Preserve)
22 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Adele Grage)	23 City Commission 6:00 pm (Invoc-Ford)	24	25 Environmental Stewardship Cmte. 6 pm	26	27	28 Centennial Americana Celebration 10 am–2 pm (Jack Russell Park)
29 Farmers Market 10 am-2 pm (Russell Park)	30	31				

CITY COMMISSION

April 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4 Easter Egg Hunt 10am Jordan Park Line Dancing Event 2pm Veterans Memorial Park
5 Farmers Market 10 am-2 pm (Russell Park)	6 City Commission Priority-Setting 6 pm	7	8 Environmental Stewardship Cmte. 6 pm	9	10	11
12 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	13 City Commission 6:00 pm (Invoc-Bole)	14 Arts, Recreation, Culture Committee 6 pm	15	16	17 Brush Up Paint Class 6pm (Adele Grage)	18 Town Hall Meeting 10 am Arts in the Park 10am-4pm (Johansen Park) Wild Wonders 1pm Dutton Island Preserve
19 Farmers Market 10 am-2 pm (Russell Park)	20	21 Community Development Board 6 pm	22 Environmental Stewardship Cmte. 6 pm	23	24	25 Wild Wonders 1pm Dutton Island Preserve
26 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6pm (Adele Grage)	27 City Commission 6:00 pm (Invoc-Grant)	28	29	30		

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 24-31 accepting the June 10, 2024, report of the Safety, Traffic and Parking Committee and directing staff to draft policies, resolutions and/or ordinances for City Commission consideration moving the Safety, Traffic and Parking Committee recommendations forward.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager KH

TODAY'S DATE: June 13, 2024

MEETING DATE: June 26, 2024

BACKGROUND: On June 12, 2023, the City Commission established the Safety, Traffic and Parking Committee by Resolution No. 23-20, repealing and replacing Resolution No. 23-11. The committee's purpose is to review safety, traffic and parking matters, and make recommendations to the Commission that aim to improve transportation systems, processes and policies in the City.

The Safety, Traffic and Parking Committee has completed a portion of its work, having held public meetings, received public input, and conducted a thorough review of the City policies and codes. On June 10, 2024, the Safety, Traffic and Parking Committee submitted a report to the City Commission delineating policy recommendations approved at the Committee's May 29, 2024, meeting.

Now, for the purpose of moving approved Safety, Traffic and Parking Committee recommendations forward, the City Commission is being asked to direct staff to draft policies, resolutions and/or ordinances for City Commission consideration, accordingly.

BUDGET: NA

RECOMMENDATION: Commission consider approving Resolution 24-31

REVIEWED BY CITY MANAGER:

ATTACHMENTS: Resolution No. 24-31 with Exhibit A (Safety, Traffic and Parking Committee Policy Recommendations)
Resolution No. 23-20

RESOLUTION NO. 24-31

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING THE JUNE 10, 2024, REPORT OF THE SAFETY, TRAFFIC AND PARKING COMMITTEE AND DIRECTING STAFF TO DRAFT POLICIES, RESOLUTIONS AND/OR ORDINANCES FOR CITY COMMISSION CONSIDERATION MOVING THE SAFETY, TRAFFIC AND PARKING COMMITTEE RECOMMENDATIONS FORWARD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 12, 2023, the City Commission established the Safety, Traffic and Parking Committee by Resolution No. 23-20, repealing and replacing Resolution No. 23-11. The committee's purpose is to review safety, traffic and parking matters, and make recommendations to the Commission that aim to improve transportation systems, processes and policies in the City.

WHEREAS, the Safety, Traffic and Parking Committee has completed a portion of its work, having held public meetings, received public input, and conducted a thorough review of the City policies and codes; and

WHEREAS, on June 10, 2024, the Safety, Traffic and Parking Committee submitted a report to the City Commission delineating policy recommendations approved at the Committee's May 29, 2024, meeting; and

WHEREAS, for the purpose of moving approved Safety, Traffic and Parking Committee recommendations forward, and the City Commission directs staff to draft policies, resolutions and/or ordinances for City Commission consideration:

1. **Demarcating Parking Spaces**

1.1. Purpose

The purpose of this policy is to establish guidelines for the demarcating of public parking spaces to ensure that parking spaces are clearly marked and visible to motorists to ensure that public parking is efficient, safe, and convenient for motorists.

Benefits of clearly demarcating parking spaces:

1. Improved Parking Efficiency: Clear markings make it easier for drivers to identify vacant parking spaces, reducing the time spent searching and maneuvering. This leads to a more efficient use of parking resources and reduced traffic congestion.
2. Enhanced Safety: Properly defined parking spaces help drivers park accurately, reducing the risk of collisions and property damage. Clear markings also help pedestrians navigate parking areas safely.
3. Accessibility for All: Clearly demarcated parking spaces, including those designated for disabled individuals and, ensure that all users have access to convenient and accessible parking options.
4. Aesthetics and Orderliness: Clearly demarcated parking spaces create a more organized and aesthetically pleasing appearance, enhancing the overall environment of parking areas and surrounding properties.
5. Clear Parking Policies: Clearly marked parking spaces reinforce parking regulations and policies, making it easier for drivers to understand and comply with parking rules.

6. Reduced Confusion and Frustration: Clear markings eliminate confusion and frustration among drivers, minimizing the likelihood of parking disputes and conflicts.
7. Enhanced Traffic Flow: Efficient parking contributes to smoother traffic flow, reducing congestion and delays, especially in high-traffic areas.
8. Improved Pedestrian Safety: Clear markings help separate pedestrian areas from parking spaces, reducing the risk of collisions, and creating a safer environment for pedestrians.
9. Accessibility for People with Disabilities: Clearly demarcated parking spaces ensure that individuals with disabilities have easy access to designated parking areas, promoting accessibility and inclusivity.

1.2. Policy

Public parking spaces should be clearly demarcated with signage, striping, or other appropriate markings. Examples of clearly demarcated spaces are parking spaces that are painted with white lines on black pavement; parking spaces that are marked with posts and signs; and painted curbs where parking is prohibited.

Markings shall be of a contrasting color to the surrounding pavement. Parking spaces shall be of a size that is adequate for the type of vehicle that is intended to be parked in the space. Parking spaces shall be arranged in a manner that is efficient and safe. While signage is necessitated at times, every effort should be made to utilize unique striping or a universal public parking symbol, instead. Because of the city's unique parking demands, including right-of-way constraints in various areas of the city, the city should have parking zones as delineated in EXHIBIT A.

1.3. Enforcement

Working in conjunction with other City staff, the Police Department shall be responsible for enforcing the provisions of this policy. The Public Works Department shall be responsible for any demarcation of the parking spaces, including striping, signage and pavement materials.

1.4. Exceptions

The City Manager may grant exceptions to this policy on a case-by-case basis. Decisions to do so must be reported in writing to the City Commission. Exceptions shall only be granted for public safety concerns.

2. Parking Policy: Rights-of-Way Obstruction

2.1. Definitions

Per Sec. 19-1, rights-of-way or public rights-of-way means land in which the city owns the fee or has an easement devoted to vehicular, bicycle and/or pedestrian movement, or required for use as a transportation facility, as that term is defined in F.S. § 334.03(21), and may lawfully grant access pursuant to applicable law and includes the surface, airspace over the surface and the area below the surface of such rights-of-way. "Public rights-of-way" shall not include (a) county, state or federal rights-of-way, (b) property owned by any person other than the city, (c) service entrances or driveways leading from the road or street onto adjacent property, or (d) except as described above, any real or personal property of the city, such as, but not limited to, city parks, buildings, fixtures, conduits, water lines, sewer lines, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

2.2. Purpose

The purpose of this policy is to establish protocols regarding plantings, landscaping material and other obstruction within the public rights-of-way that can create safety and operational issues including interference of public parking, line-of-sight concerns, stormwater conveyance problems, root intrusion of plants impacting utilities, and damage to public facilities such as sidewalks. The city's public rights-of-way are to be reserved for public use and plantings and other obstruction will not be permitted. Sod is the only permitted vegetation allowed upon city approval. Desired plantings can be installed on private property.

2.3. Policy
Plantings, landscaping material or other obstruction within public rights-of way are not permitted per the city Code Sec. 19-1.

Whenever plantings, landscaping material or other obstruction within public rights-of-way obstruct the ingress and/or egress of the rights-of-way, they shall be removed upon request by the city, and in the event of failure by the owner to so move them, the city shall do so and the expense of same charged to the property owner.

All existing obstructions within the 2-foot safety zone shall be removed (Sec. 19-5). All other plantings, landscaping material or other obstructions must comply with this section of the code.

2.4. Enforcement
Working in conjunction with other City staff, Code Enforcement and Public Works shall be responsible for enforcing the provisions of this policy.

2.5. Exceptions
The City Manager may grant exceptions to this policy on a case-by-case basis. Decisions to do so must be reported in writing to the City Commission.

3. Turf Grid System Parking

3.1. Definition
Grass block pavers - also known as turf block pavers or grow-through pavers - are an alternative to asphalt, concrete, and traditional pavers. They're made of concrete or recycled plastic with open cells that allow grass to grow through them. They're a porous, eco-friendly option for parking areas and driveways.

3.2. Purpose
The purpose of this policy is to establish protocols regarding turf grid systems for parking, which the city has identified as being a viable tool in demarcating public parking spaces.

3.3. Policy
The City should allocate funding annually to improve its turf grid system parking:

- To demarcate public parking spaces counted towards beach renourishment cost-share funding, where feasible.
- On a case-by-case basis, demarcating public parking spaces in other areas of the City where unpaved rights-of-way have been customarily utilized for public parking.
- The City shall ensure that all turf grid system parking adheres to Florida statute 316.1945 and Florida Greenbook parking space dimension requirements.

4. Paid Parking: Enforcement

4.1. Policy
The City Commission should budget funds to ensure that parking regulations and associated penalties are adequately enforced.

5. Paid Parking: Times and season; fine amounts

5.1. Policy
Paid parking should operate with the following stipulations:

- The 18th-19th street paid parking hours should be extended to 9 a.m. to 9 p.m. from March 1 through Sept. 30.
- The fines in Atlantic Beach for overtime parking violations should be identical citywide, excluding Beaches Town Center.
- Based on future conditions and analyses of parking utilization, the City Commission should consider expanding paid parking.

6. Paid Parking: Net paid parking revenue

6.1. Purpose
The purpose of this policy is to create guidance on how net revenue should be spent. Net revenue from other locations outside of the Beaches Town Center (currently 18th-19th streets) should be structured like the revenue collected in the Beaches Town Center. This enables the revenue to be reinvested in the community and not the general fund.

6.2 Policy Recommendation
The City shall establish a pay-for-parking enterprise fund for the City's paid parking program outside of Beaches Town Center just as it has for Beaches Town Center. This parking fund should be used to pay for the program's management and maintenance costs; also, the fund may be used to pay for safety and complete streets projects; landscape and/or hardscape improvements; alternative transportation solutions; and to pay for management of the paid parking program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH.

Section 1. Acceptance of Final Report. The City Commission hereby accepts the Final Report of the Charter Review Committee, effective May 20, 2024.

Section 2. Direction to Staff. The City Manager, City Attorney and City Clerk are hereby directed to work collaboratively to draft an ordinance that incorporates the proposed amendments to the City Charter as outlined in the WHEREAS clause of this resolution.

Section 3. Public Hearing. The City Clerk shall schedule a public hearing for the City Commission to consider the proposed ordinance amending the City Charter. The public hearing shall be advertised in accordance with applicable law.

Section 4. Severability. If any provision of this Resolution or its application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 24th day of June 2024.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A

Safety, Traffic and Parking Committee
Policy Recommendations
Approved/Updated May 29, 2024

1. **Demarcating Parking Spaces**
2. **Right-of-Way Obstruction**
3. **Turf Grid System Parking**
4. **Paid Parking: Enforcement**
5. **Paid Parking: Times and seasons for paid parking; fine amounts**
6. **Paid Parking: Net paid parking revenue**

1. Demarcating Parking Spaces

1.1. Purpose

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Benefits of clearly demarcating parking spaces:

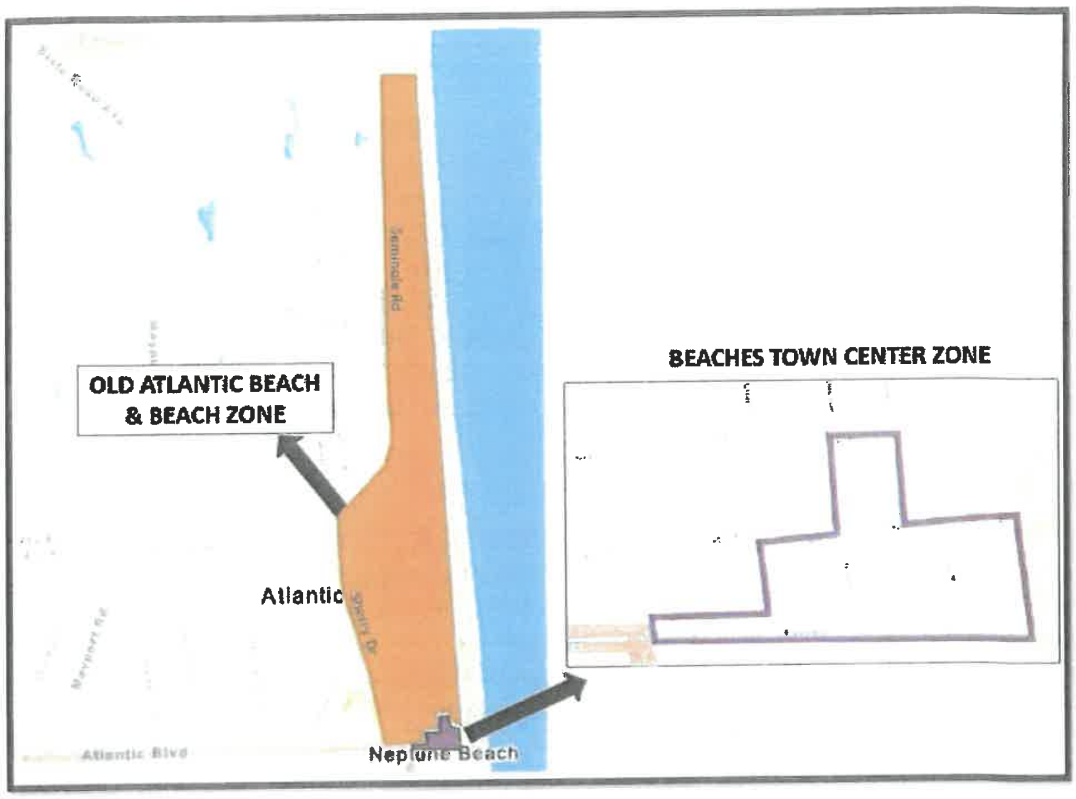
1. Improved Parking Efficiency: Clear markings make it easier for drivers to identify vacant parking spaces, reducing the time spent searching and maneuvering. This leads to a more efficient use of parking resources and reduced traffic congestion.
2. Enhanced Safety: Properly defined parking spaces help drivers park accurately, reducing the risk of collisions and property damage. Clear markings also help pedestrians navigate parking areas safely.
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AREA / ZONE	GEOGRAPHIC LOCATION	POLICY
Beaches Town Center Zone	North side of Atlantic Blvd from Third Street (A1A) east to the Atlantic Ocean.	Parking spaces should be on paved surfaces and marked with white lines and pay-for-parking signage.
Old Atlantic Beach & Beach Zone	First Street north to city limit. East of Sherry Drive and east of Seminole (north of the Five-way)	1. Parking spaces on the paved right-of-way should be marked with lines and/or symbols. 2. Demarcation of public parking availability on unimproved rights-of-way shall be clear and discernable; should have signage or be marked with symbols; and shall not block line of sight. 3. Demarcation of parking on the street pavement should follow all Florida statutes and City of Atlantic Beach codes, with additional signage or marking installed on case-by-case basis.
All other areas, including parks		E. Parking on unimproved rights-of-way shall not block line of-sight and should follow all Florida statutes and City of Atlantic Beach codes, with additional signage or marking installed on a case-by-case basis. Parking on the street pavement should follow all Florida statutes and City of Atlantic Beach codes.



1.3. Enforcement

Working in conjunction with other City staff, the Police Department shall be responsible for enforcing the provisions of this policy. The Public Works Department shall be responsible for any demarcation of the parking spaces, including striping, signage and pavement materials.

1.4. Exceptions

The City Manager may grant exceptions to this policy on a case-by-case basis. Decisions to do so must be reported in writing to the City Commission. Exceptions shall only be granted for public safety concerns.

*** Note*

Recommend creating a QR code to educate the community on parking and the location of public parking spaces.

2. Parking Policy: Rights-of-Way Obstruction

2.1. Definitions

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- The City shall ensure that all turf grid system parking adheres to Florida statute 316.1945 and Florida Greenbook parking space dimension requirements.

4. Paid Parking: Enforcement

4.1. Policy

The City Commission should budget funds to ensure that parking regulations and associated penalties are adequately enforced.

5. Paid Parking: Times and season; fine amounts

5.1. Policy

Paid parking should operate with the following stipulations:

- The 18th-19th street paid parking hours should be extended to 9 a.m. to 9 p.m. from March 1 through Sept. 30.
- The fines in Atlantic Beach for overtime parking violations should be identical citywide, excluding Beaches Town Center.
- Based on future conditions and analyses of parking utilization, the City Commission should consider expanding paid parking.

6. Paid Parking: Net paid parking revenue

6.1. Purpose

The purpose of this policy is to create guidance on how net revenue should be spent. Net revenue from other locations outside of the Beaches Town Center (currently 18th-19th streets) should be structured like the revenue collected in the Beaches Town Center. This enables the revenue to be reinvested in the community and not the general fund.

6.2 Policy Recommendation

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RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, REPEALING AND REPLACING RESOLUTION NO. 23-11 ESTABLISHING THE SAFETY, TRAFFIC AND PARKING COMMITTEE; ADOPTING THE COMMITTEE PURPOSE; ADOPTING CERTAIN PROVISIONS GOVERNING THE COMMITTEE; ESTABLISHING CITY STAFF ADMINISTRATIVE SUPPORT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boards and Committees established by the Mayor and Commission of the City of Atlantic Beach provide many valuable services to the community by enlisting citizen volunteers to provide input and consideration upon important issues that affect the daily lives of citizens in the community; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens of Atlantic Beach to create an advisory committee to review safety, traffic and parking matters, and make recommendations to the Commission that aim to improve transportation systems, processes and policies in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTIC BEACH:

SECTION 1. Creation. There is hereby created and established the Safety, Traffic and Parking Committee (hereafter referenced as the "Committee").

SECTION 2. Purpose. The purpose of the Committee is to review matters pertaining to safety, traffic and parking, and make recommendations to the Mayor and Commission as to changes and revisions to the City's transportation system, processes and policies.

SECTION 3. Membership, Appointees and Staff Support.

(a) There will be a total of nine (9) members on the Committee to include two (2) persons who are electors within each of the four City Commission districts, and who are appointed by the City Commission members representing the district in which the Committee members live; and one (1) person who is an elector appointed by the Mayor. Those members are:

- District 1306 – Brinkley Harrell and Frederick Jones
- District 1307 – John Reich and Michael Tari
- District 1308 – Richard Arthur and Kelly Fanning
- District 1312 – James Johnson and Grace Neville
- Mayor – Ken Caudle

(b) The Committee shall be supported by an appointee of the City Manager;

SECTION 4. Charge/Additional Work.

(a) The Committee's charge shall be to review safety, traffic and parking matters, and make recommendations to the City Commission that aim to improve transportation, mobility and parking systems, processes and policies in the City. The Committee's work plan shall begin with a traffic and parking data collection phase, including an assessment of existing conditions. Consultation with City staff and other subject-matter experts, along with soliciting public/stakeholder input, shall follow. Finally, the Committee shall undertake a deliberative phase to review the data and input it receives, and formulate conclusions and recommendations for submittal in a report to the City Commission. The report shall define ideal traffic and parking scenarios and delineate recommendations for remedial action to achieve them.

(b) The Committee shall undertake such additional work as requested by the City Manager or City Commission.

SECTION 5. Meetings and Notice. The meetings of the Committee shall be set at regular times upon the call of the chair or a majority of the members of the Committee, and will be open to the public and notice of meetings shall be provided in accordance with state law.

SECTION 6. Committee Officers and Associated Duties. The Committee shall be chaired by the member appointed by the Mayor and the Committee shall elect a vice chair from among its membership, and it shall further elect a secretary from among its membership who shall be responsible for working with City staff in preparing the following: (1) the agenda; (2) minutes of each meeting (and their prompt recordation with the City), and (3) a final report of all proposed recommendations. The Committee may elect other officers it deems advisable from among its regular members for the proper governance of its meetings and charge. The chair shall preside at all meetings of the Committee. In the temporary absence or disability of the chair, all duties of the chair shall be performed by the vice chair. In all cases involving points of parliamentary law, "Robert's Rules of Order" shall be the book of reference, and its rules, so far as they are applicable and not in conflict with the provisions of the City's Charter, Code, or other City ordinances, shall be the rules of this Committee.

SECTION 7. Quorum. The Committee quorum is five (5) members. The Committee shall take no official action unless a quorum is present at a meeting. Any official acts by the Committee shall require a majority vote of the members present; however, no report to the City Commission shall be adopted unless favorably voted upon by a majority of the entire membership of the Charter Review Committee.

SECTION 8. Subcommittees Prohibited. The committee shall perpetually meet as a Committee of the Whole; no subcommittee shall be appointed.

SECTION 9. Sunset. The Committee shall automatically sunset, expire and cease to exist on November 11, 2024, in conjunction with the expiration of the Mayoral term and two City Commission terms.

SECTION 10. Removal or Resignation of a Committee Member. Any member who fails to attend two (2) consecutive regularly scheduled meetings, subject to excused absence rules as decided by the chair of the Committee, shall be declared to have vacated his/her Committee seat, which shall be evidenced by the Committee chair notifying the City Clerk of such vacancy in writing. A member may choose to resign from the Committee at any time by giving written notice to the City Clerk. At such time, the City Commission may fill such vacancy in its discretion.

SECTION 11. Compliance with Laws. The Committee and each member shall comply with all applicable federal, state and local laws including, but not limited to, the Florida Government in the Sunshine Law, Florida Code of Ethics for Public Officers and Employees, Florida Public Records Law, and related provisions of the City's Charter, Code of Ordinances and applicable resolutions, as may be amended from time to time.

SECTION 12. Coordination with City Staff and the City Commission. Working collectively, the Committee shall coordinate with City staff on any needs within its scope and mission. Staff may be assigned by the City Manager, City Clerk or City Attorney, as necessary, to provide aid, guidance and insight into City government operations or functions. Notice of meetings shall be the responsibility of City staff. The Committee shall provide a report of its activities to the City Commission periodically at a frequency established by the Committee or upon request from any City Commission member. If required, City staff will be responsible for the collection and expenditure of any City funds in accordance with purchasing guidelines.

SECTION 13. Effective Date. This Resolution shall take effective immediately upon its final passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, Florida, this 12th day of June, 2023.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-24 designating a 42-inch-diameter live oak tree at 375 Atlantic Boulevard as a heritage tree.

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: February 12, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The property owner of 375 Atlantic Blvd. has nominated a live oak on commercial property at 375 Atlantic Blvd. as a heritage tree. This tree is located near the parking lot at Berkshire Hathaway. This would be the City's first heritage tree on commercial property. Upon inspection, the 42-inch-diameter live oak tree in the side yard near the parking lot is an excellent candidate for a heritage tree designation.

According to City of Atlantic Beach Tree Protection Code definitions, heritage trees on city-owned property (parks and rights-of-way) are "any designated maritime species that is thirty (30) inches DBH or greater and declared by the city commission to be of unique or intrinsic value due to its age, size, species, and/or cultural, ecological or historical significance or some other contribution to the city's or a neighborhood's character and which is in good condition, as determined by an arborist; also, any tree designated as a Florida State Champion, United States Champion, or World Champion by the American Forestry Association which has been designated to be a heritage tree by the city commission."

On January 28, the Environmental Stewardship Committee (ESC) recommended this heritage tree designation. This tree has been selected because of its intrinsic value due to its size and age.



According to City Code Section 23-41 (a) "The City Commission may by resolution designate individual heritage trees." Although a heritage tree designation does not prevent a tree from ever being removed, it makes it more difficult and costly to remove.

Resolution 26-24 makes the heritage tree designation. The live oak is estimated to be 168 years old.

BUDGET: Less than $200 on a marker identifying the heritage tree

RECOMMENDATION: Adopt Resolution 26-24

ATTACHMENT(S): Resolution No. 26-24

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-24

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A 42-INCH-DIAMETER LIVE OAK TREE AT 375 ATLANTIC BOULVARD AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Atlantic Beach's tree canopy beautifies our community and improves the lives of our citizens and visitors by bringing nature to our urban environment and preserving environmental sanctuaries for connection with the natural world; and

WHEREAS, the City Commission of the City of Atlantic Beach desires to be a good steward of the tree canopy, particularly specimens of physical and historical significance; and

WHEREAS, the City Commission has may the ability to designate individual trees as Heritage Trees, according Section 23-41 (a) of the Atlantic Beach Code of Ordinances; and

WHEREAS, the heritage tree designation is voluntary and increases the mitigation ratio if the tree is ever removed; and

WHEREAS, a 42-inch-diameter live oak tree in the side yard of the property at 375 Atlantic Boulevard is nominated by the property owner; and

WHEREAS, the nominated live oak tree has a 132-inch circumference; is approximately 129 years old; and holds intrinsic value due to its age and size.

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

SECTION 1. hereby designates a 42-inch-diameter Live Oak and at 375 Atlantic Boulevard as private Heritage Trees.

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

PASSED AND ADOPTED by the City of Atlantic Beach, on this 23rd day of February 2026.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-25 designating a 52-inch-inch live oak tree at 1798 Selva Marina Drive as a heritage tree

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: February 12, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The property owner of 1798 Selva Marina Drive has nominated a large live oak tree on private property as a heritage tree. This tree is in the front yard on the north east side of property. Upon inspection, the 52-inch-diameter live oak tree is an excellent candidate for a heritage tree designation.

On January 28, the Environmental Stewardship Committee (ESC) recommended the tree be designated as a heritage tree. This tree has been selected because of its intrinsic value due to its size and age.

According to City of Atlantic Beach Tree Protection Code definitions, heritage trees on city-owned property (parks and rights-of-way) are "any designated maritime species that is thirty (30) inches DBH or greater and declared by the city commission to be of unique or intrinsic value due to its age, size, species, and/or cultural, ecological or historical significance or some other contribution to the city's or a neighborhood's character and which is in good condition, as determined by an arborist; also, any tree designated as a Florida State Champion, United States Champion, or World Champion by the American Forestry Association which has been designated to be a heritage tree by the city commission."

According to City Code Section 23-41 (a) "The City Commission may by resolution designate individual heritage trees." Although a heritage tree designation does not prevent a tree from ever being removed, it makes it more difficult and costly to remove.

Resolution 26-25 makes the heritage tree designation. The live oak is and is estimated to be 204 years old.

PHOTO



BUDGET: Less than $200 on a marker identifying the heritage tree

RECOMMENDATION: Adopt Resolution No. 26-25

ATTACHMENT(S): Resolution No. 26-25

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-25

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A 51-INCH-DIAMETER LIVE OAK TREE AT 1798 SELVA MARINA DRIVE AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Atlantic Beach's tree canopy beautifies our community and improves the lives of our citizens and visitors by bringing nature to our urban environment and preserving environmental sanctuaries for connection with the natural world; and

WHEREAS, the City Commission of the City of Atlantic Beach desires to be a good steward of the tree canopy, particularly specimens of physical and historical significance; and

WHEREAS, the City Commission may designate individual trees as heritage trees, according to Section 23-41 (a) of the Atlantic Beach Code of Ordinances; and

WHEREAS, the heritage tree designation is voluntary and increases the mitigation ratio if the tree is ever removed; and

WHEREAS, a 51-inch-diameter live oak tree on the northeastern part of the front yard at 1798 Selva Marina Drive is nominated by the property owner to be designated as a heritage tree; and

WHEREAS, the nominated tree has a 160.22-inch circumference; is approximately 204 years old; and holds intrinsic value due to its age and size.

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

SECTION 1. The City Commission hereby designates a 51-inch-diameter live oak tree at 1798 Selva Marina Drive as a heritage tree.

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

PASSED AND ADOPTED by the City of Atlantic Beach, on this 23rd day of February 2026.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-26 designating a 33-inch-diameter live oak tree, a 49-inch-diameter live oak tree, and a 54-inch-diameter live oak tree at 396 Poinsettia Court as heritage trees

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: February 12, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The property owner of 395 Poinsettia Court has nominated three large live oak trees on private property as heritage trees. One is on the west side of the property and has a 33-inch diameter; one is on the northwest side of the property and has a 49-inch diameter; and one is on the east side of the property and has a 54-inch diameter. Upon inspection, the proposed heritage trees are excellent candidates for a heritage tree designation.

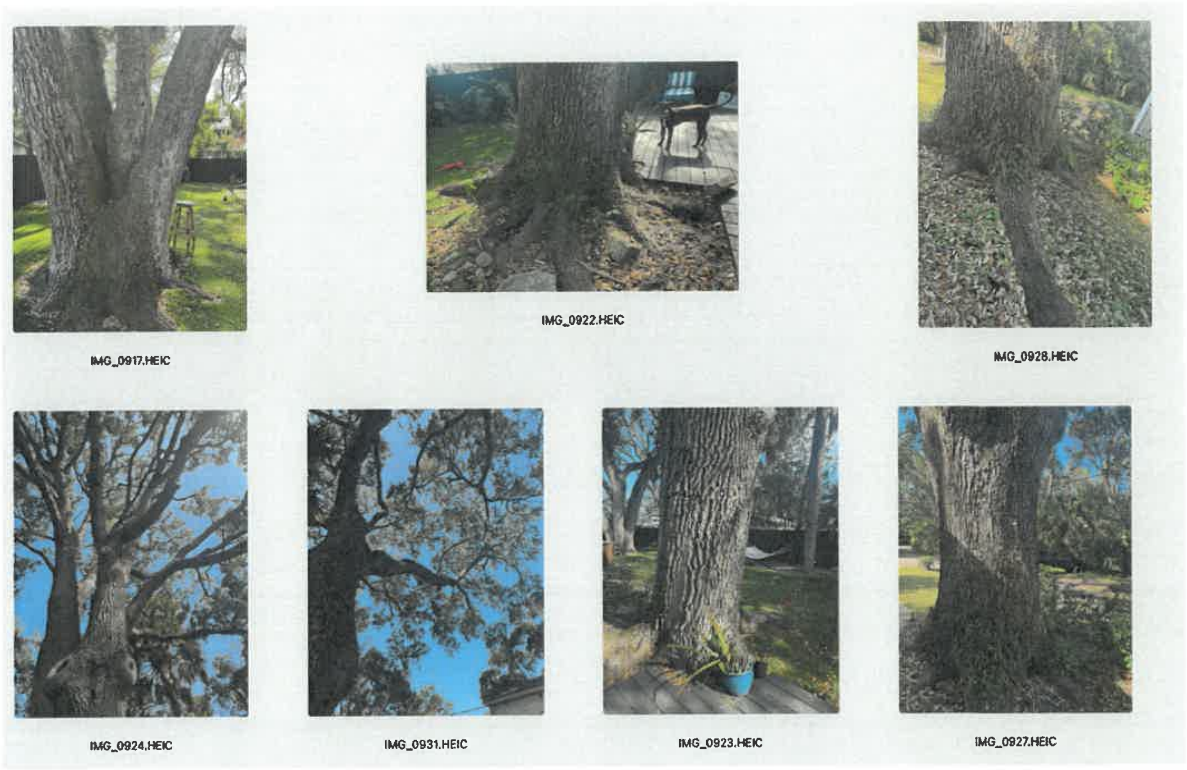
According to City of Atlantic Beach Tree Protection Code definitions, heritage trees on city-owned property (parks and rights-of-way) are "any designated maritime species that is thirty (30) inches DBH or greater and declared by the city commission to be of unique or intrinsic value due to its age, size, species, and/or cultural, ecological or historical significance or some other contribution to the city's or a neighborhood's character and which is in good condition, as determined by an arborist; also, any tree designated as a Florida State Champion, United States Champion, or World Champion by the American Forestry Association which has been designated to be a heritage tree by the city commission."

On January 28, the Environmental Stewardship Committee (ESC) recommended the nomination of these three live oak trees to be designated as a heritage trees. These trees have been selected because of their intrinsic value due to their size and age.

According to City Code Section 23-41 (a) "The City Commission may by resolution designate individual heritage trees." Although a heritage tree designation does not prevent a tree from ever being removed, it makes it more difficult and costly to remove.

Resolution No. 26-26 makes the heritage tree designations. The 33-inch-diameter live oak is estimated to be 132 years old; the 49-inch-diameter live oak is estimated to be 196 years old; and the 54-inch-diameter live oak is estimated to be 216 years old.

PHOTOS:



BUDGET: Less than $200 on a marker identifying the heritage tree

RECOMMENDATION: Adopt Resolution No. 26-26

ATTACHMENT(S): Resolution No. 26-26

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-26

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, DESIGNATING A 33-INCH-DIAMTER LIVE OAK TREE, A 49-INCH-DIAMETER LIVE OAK TREE, AND A 54-INCH-DIAMETER LIVE OAK TREE AT 395 POINSETTIA COURT AS A HERITAGE TREE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Atlantic Beach's tree canopy beautifies our community and improves the lives of our citizens and visitors by bringing nature to our urban environment and preserving environmental sanctuaries for connection with the natural world; and

WHEREAS, the City Commission of the City of Atlantic Beach desires to be a good steward of the tree canopy, particularly specimens of physical and historical significance; and

WHEREAS, the City Commission may designate individual trees as heritage trees according to Section 23-41 (a) of the Atlantic Beach Code of Ordinances; and

WHEREAS, the heritage tree designation is voluntary and increases the mitigation ratio if the tree is ever removed; and

WHEREAS, three live oak trees on the subject property measuring 33, 49, and 54 inches in diameter and having circumferences of 103.67, 153.94, and 169.65 inches, respectively, have been nominated by the property owner; and

WHEREAS, the nominated trees have an estimated combined age of 544 years and hold intrinsic value due to their ages and sizes.

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

SECTION 1. The City Commission hereby designates designating a 33-inch-diameter live oak tree, 49-inch-diameter live oak tree, and 54-inch-diameter live oak tree at 395 Poinsettia Court as heritage trees.

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

PASSED AND ADOPTED by the City of Atlantic Beach, on this 23rd day of February 2026.

Attest:

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-27 authorizing the City to outfit two new patrol vehicles for a combined price of $37,529.86 from Global Public Safety.

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: February 10, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The Police Department Fleet Manager tracks and evaluates the vehicles in the police fleet to ensure that the vehicles in use by the Police Department's personnel are in proper working order and can complete the police mission safely and effectively. To ensure the efficient management and allocation of Police Department resources and to provide a high level of service to the citizens of Atlantic Beach, the best practice of setting parameters for the allotment of vehicles and replacement of existing police fleet vehicles has been established.

The Police Fleet Manager has identified the need for two (2) patrol vehicles to be purchased for replacement of existing vehicles which have been identified as being beyond their serviceable life. Two patrol vehicles were authorized for purchase by the City Commission at the November 24th meeting.

There are existing available funds in the Fiscal Year 2025-26 Police Department budget to outfit the (2) patrol vehicles for a cost of $37,529.86. This resolution will authorize the expenditure of funds to outfit these vehicles.

BUDGET: Funds are available in the Fiscal Year 2025-26 Police Department budget to outfit two Police Department patrol vehicles for $37,529.86.

RECOMMENDATION: Adopt Resolution No. Resolution 26-27.

ATTACHMENT(S): Resolution 26-27
Vehicle Outfitting Quotes

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-27

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE CITY TO OUTFIT TWO NEW PATROL VEHICLES FOR A COMBINED PRICE OF $37,529.86 FROM GLOBAL PUBLIC SAFETY; 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, each year the Atlantic Beach Police Department evaluates the number and condition of the vehicles in its fleet to ensure that they are safe and effective to be used for public safety activities during routine service and in response to emergency situations; and

WHEREAS, the Police Department evaluates the needs of the agency annually to determine when vehicles need to be purchased to provide police service to the community; and

WHEREAS, the Police Department can purchase and outfit vehicles from one or more State of Florida purchasing contracts or secure favorable pricing and terms of contract from other vendors; and

WHEREAS, two police patrol vehicles were authorized to be purchased by the City Commission on November 24, 2025; and

WHEREAS, the funds necessary to outfit these patrol vehicles are available in the Fiscal Year 2025-26 Police Department Budget Account #001-2002-521-64-01.

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

SECTION 1. The City Commission authorizes the Police Department to outfit two new patrol vehicles for a combined price of $37,529.86 from Global Public Safety with funds from the Police Department's Fiscal Year 2025-26 budget Account #001-2002-521-64-01.

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 23rd day of February, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

GLOBAL PUBLIC SAFETY

Sales Quote

December 11, 2025
Q-244336

Sold To:
Atlantic Beach Police Department
850 Seminol Road
Atlantic Beach Florida 32233-4445
USA

Jacksonville
5605 Florida Mining Blvd #211-212
Jacksonville, FL 32257

Salesperson: Red Lovett

Your Reference:
Bill-to Customer No.: C33050
Bill-to Customer Email: epeck@coab.us

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
					/

Details				
No.	**Description**	**QTY**	**Unit Price**	**Line Total**
	(1) 2026 Ford PIU Marked Patrol		0.00	
	*** Whelen ***		0.00	
	Whelen Legacy WCX CORE Package		0.00	
EB2DEDE	LEGACY WCX 54" RW/BW/RW/BW	1	2,792.00	2,792.00
CLBV2V	Vehicle to Vehicle Module with Internal Antenna, Mounted Inside WeCanX Lightbars Only	1	0.00	0.00
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00
CCTL7	WECANX 21 Button/Slide CTRL HD	1	0.00	0.00
C399SP	SCANport KIT FOR C399	1	0.00	0.00
SA315P	SA315P Speaker, Black Plastic	1	0.00	0.00
SAK75P	SA-315 MT Kit PASS 25 Ford Piu	1	0.00	0.00
CHWLFE29	WCX Lo Freq Siren Amp Explorer	1	347.50	347.50
CEM16	WeCanX 16 Output Expansion Mod	2	160.60	321.20
	** FRONT LIGHTING		0.00	
I3JC	Trio ION R/B W/ WHT Override	4	133.65	534.60
TLI3JC	ION T-Series Linear Trio R/B/W	2	121.55	243.10
TIONWEDG	Mounting Wedges ION-T-Series	2	13.20	26.40
	** SIDE LIGHTING		0.00	
U180J	U-Series™ 180° Linear Super-LED® Surface Mount Round Lightheads-R/B	2	169.95	339.90

Sales Quote Q-244336
December 11, 2025

U18050	U-SERIES MIRROR MT FORD PIU	1	19.25	19.25
PSJ02FCR	Strip-Lite+ DUO Flashr RED/BLU	2	119.90	239.80
PSBKT90	Strip-Lite+ 90 Deg MT Kit	2	17.60	35.20
	** REAR LIGHTING		0.00	
TLI3JC	ION T-Series Linear Trio R/B/W	2	121.55	243.10
TIONBKT2	ION T-Series License Plate BKT	1	27.50	27.50
TLMI2J	Mini ION T-Series LT RED/BLU	2	86.90	173.80
	*** Westin ***		0.00	
36-2125	Push Bumper Elite Ford PIU 2020-25, black	1	411.13	411.12
36-6005W4	Elite 23.5" 4 Light Channel	1	38.50	38.50
	*** Troy Products ***		0.00	
	** CONSOLE		0.00	
CC-20-UV10-L8	2020-23 PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly t	1	408.68	408.68
FP-USBC-2DC	2" face plate combo USB-C/USB port and two DC outlets	1	61.20	61.20
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	43.52	43.52
FP-SGTRAY	4" face plate shallow tray w/sloped floor; holds smartphone, keys, wallet, sunglasses, etc. 1.75" H	1	34.00	34.00
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	1	0.00	0.00
FP-MAPX6500-02	4" APX 6500 02, remote head	1	0.00	0.00
CM-SDMT-SL-LT16	Console side ht. adj. mount w/slide arm and laptop tray up to 15" wide. Includes CM-LT1600.	1	528.36	528.36
AC-PENPRTR-58-CC	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)	1	218.79	218.79
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	1	167.08	167.08
	** PARTITIONS		0.00	

Sales Quote Q-244336
December 11, 2025
Page 3 / 4

TP-E-SL6-US-SS	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	1	720.80	720.80
SAB-20-FDUV-BB	2020-25 PI Utility | 2020-25 Explorer Civilian Big-Boy partition mounting kit. Extra seat-back recli	1	0.00	0.00
KP-UV20-DAP-SS	2020-23 Ford PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount	1	155.72	155.72
WG-20-FDUV-SET	2020-25 PI Utility | 2020-25 Explorer Civilian driver and passenger side window guards, welded bars,	1	233.24	233.24
AC-UV20-D-PLT	2020-25 PI Utility | 2020-25 Explorer Civilian driver and passenger side door handle cover set	1	39.44	39.44
PS-20-UV-OS-RL	2020-23 Ford PI Utility plastic seat with OS belts, rear partition polycarbonate window, square-hole	1	1,591.88	1,591.88
	** CARGO		0.00	
CP-GB3985-PB	39" W x 22.75" L x 8.5" H w/PB lock, 2 DL locking handles	1	1,249.16	1,249.16
EM-20UV-CRGDCK-STRG	2020-26 PI Utility Cargo Deck with storage compartment, one electronics box, two open storage compar	1	1,827.84	1,827.84
			0.00	
SHIPPING	FREIGHT	1	350.00	350.00
	INSTALLATION & SHOP SUPPLIES		0.00	
SHOP	Shop Supplies	1	300.00	300.00
LABOR-INSTALLATION	Installation	40	85.00	3,400.00
DECAL-FULL KIT	FULL VEHICLE GRAPHICS	1	849.00	849.00

Subtotal:	**17,971.68**
Total Tax:	0.00
Total:	**17,971.68**

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	17,971.68

SecurePayments
Click Here to Pay

Terms and Conditions,

Quotes are good for 60 days. By signing this document, you are acknowledging that you have verified the descriptions and specifications of the products listed on this quote. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Cancellation of Order

No cancellation of any Order(s) by the Customer shall be effective unless written notice thereof is given to Global Public Safety before the Equipment is delivered to the Customer and unless Global Public Safety agrees to accept such cancellation in which event the Customer shall pay to Global Public Safety immediately on presentation of invoice, a cancellation charge of 25% of the price agreed for the delivery and installation of such Equipment.

In the event a customer cancels an Order(s) for any customized Product which has been accepted by Global Public Safety or due to Supplier cancellation of vehicle(s) order. The buyer shall still be liable for the full payment of the Purchase Price.

REMIT TO: Global Public Safety, LLC
PO Box 69276
Baltimore, MD 21264-9276

GLOBAL PUBLIC SAFETY

Sales Quote

December 11, 2025
Q-245796

Sold To:
Atlantic Beach Police Department
850 Seminol Road
Atlantic Beach Florida 32233-4445
USA

Jacksonville
5605 Florida Mining Blvd #211-212
Jacksonville, FL 32257

Salesperson: Red Lovett

Your Reference:
Bill-to Customer No.: C33050
Bill-to Customer Email: epeck@coab.us

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
					/

Details				
No.	**Description**	**QTY**	**Unit Price**	**Line Total**
	(1) 2026 Ford PIU Unmarked Patrol		0.00	
	*** Whelen ***		0.00	
	Whelen IE WCX CORE Package		0.00	
BSFW50Z	I-E FST WCX S/D 10-LT Utility	1	2,792.00	2,792.00
BS50Z	I-E Rst WCX 10-LT S/D Utility	1	0.00	0.00
CV2V	Vehicle-To-Vehicle Sync Module	1	0.00	0.00
C399	CENCOM CORE WCX CONTROL CENTER	1	0.00	0.00
CCTL7	WECANX 21 Button/Slide CTRL HD	1	0.00	0.00
C399SP	SCANport KIT FOR C399	1	0.00	0.00
SA315P	SA315P Speaker, Black Plastic	1	0.00	0.00
SAK75P	SA-315 MT Kit PASS 25 Ford Piu	1	0.00	0.00
CHWLFE29	WCX Lo Freq Siren Amp Explorer	1	347.50	347.50
CEM16	WeCanX 16 Output Expansion Mod	2	160.60	321.20
	** FRONT LIGHTING		0.00	
I3JC	Trio ION R/B W/ WHT Override	4	133.65	534.60
TLI3JC	ION T-Series Linear Trio R/B/W	2	121.55	243.10
TIONWEDG	Mounting Wedges ION-T-Series	2	13.20	26.40
VTX9J	Vertex Super-LED DUO BLU/RED	2	82.50	165.00
VTXADAPT	Vertex Twist-In Adapter Kit	2	8.80	17.60
	** SIDE LIGHTING		0.00	

Sales Quote Q-245796
December 11, 2025

U180J	U-Series™ 180° Linear Super-LED® Surface Mount Round Lightheads-R/B	2	169.95	339.90
U18050	U-SERIES MIRROR MT FORD PIU	1	19.25	19.25
TCRWX5	WeCanX Tracer 5-Lamp Housing	2	645.15	1,290.30
TCRB50	Tracer MTG Kit Interceptor Suv	2	0.00	0.00
PSJ02FCR	Strip-Lite+ DUO Flashr RED/BLU	2	119.90	239.80
PSBKT90	Strip-Lite+ 90 Deg MT Kit	2	17.60	35.20
	** REAR LIGHTING		0.00	
TLI3JC	ION T-Series Linear Trio R/B/W	2	121.55	243.10
TIONBKT2	ION T-Series License Plate BKT	1	27.50	27.50
VTX609B	Vertex Super-LED Light Blue	2	82.50	165.00
VTXADAPT	Vertex Twist-In Adapter Kit	2	8.80	17.60
TLMI2J	Mini ION T-Series LT RED/BLU	2	86.90	173.80
	*** Westin ***		0.00	
36-2125	Push Bumper Elite Ford PIU 2020-25, black	1	411.13	411.12
36-6005W4	Elite 23.5" 4 Light Channel	1	38.50	38.50
	*** Troy Products ***		0.00	
	** CONSOLE		0.00	
CC-20-UV10-L8	2020-23 PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly t	1	408.68	408.68
FP-USBC-2DC	2" face plate combo USB-C/USB port and two DC outlets	1	61.20	61.20
AC-INBHG	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.	1	43.52	43.52
FP-SGTRAY	4" face plate shallow tray w/sloped floor; holds smartphone, keys, wallet, sunglasses, etc. 1.75" H	1	34.00	34.00
FP-WCENCOM-JD	4" Control/Cencom (Sapphire, Carbide)/295 SA,DA	1	0.00	0.00
FP-MAPX6500-02	4" APX 6500 02, remote head	1	0.00	0.00
CM-SDMT-SL-LT16	Console side ht. adj. mount w/slide arm and laptop tray up to 15" wide. Includes CM-LT1600.	1	528.36	528.36

Sales Quote Q-245796
December 11, 2025

AC-PENPRTR-58-CC	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58)	1	218.79	218.79
KT-GM-SGL-SC6	Single weapon mount w/SC6 lock and brackets	1	167.08	167.08
	** PARTITIONS		0.00	
TP-E-SL6-US-SS	US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	1	720.80	720.80
SAB-20-FDUV-BB	2020-25 PI Utility | 2020-25 Explorer Civilian Big-Boy partition mounting kit. Extra seat-back recli	1	0.00	0.00
KP-UV20-DAP-SS	2020-23 Ford PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount	1	155.72	155.72
WG-20-FDUV-SET	2020-25 PI Utility | 2020-25 Explorer Civilian driver and passenger side window guards, welded bars,	1	233.24	233.24
AC-UV20-D-PLT	2020-25 PI Utility | 2020-25 Explorer Civilian driver and passenger side door handle cover set	1	39.44	39.44
PS-20-UV-OS-RL	2020-23 Ford PI Utility plastic seat with OS belts, rear partition polycarbonate window, square-hole	1	1,591.88	1,591.88
	** CARGO		0.00	
CP-GB3985-PB	39" W x 22.75" L x 8.5" H w/PB lock, 2 DL locking handles	1	1,249.16	1,249.16
EM-20UV-CRGDCK-STRG	2020-26 PI Utility Cargo Deck with storage compartment, one electronics box, two open storage compar	1	1,827.84	1,827.84
			0.00	
SHIPPING	FREIGHT	1	450.00	450.00
	INSTALLATION & SHOP SUPPLIES		0.00	
SHOP	Shop Supplies	1	300.00	300.00
LABOR-INSTALLATION	Installation	48	85.00	4,080.00

Subtotal:	**19,558.18**
Total Tax:	0.00
Total:	**19,558.18**

Sales Quote Q-245796
December 11, 2025

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	19,558.18

SecurePayments

Click Here to Pay

Terms and Conditions,

Quotes are good for 60 days. By signing this document, you are acknowledging that you have verified the descriptions and specifications of the products listed on this quote. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Cancellation of Order

No cancellation of any Order(s) by the Customer shall be effective unless written notice thereof is given to Global Public Safety before the Equipment is delivered to the Customer and unless Global Public Safety agrees to accept such cancellation in which event the Customer shall pay to Global Public Safety immediately on presentation of invoice, a cancellation charge of 25% of the price agreed for the delivery and installation of such Equipment.

In the event a customer cancels an Order(s) for any customized Product which has been accepted by Global Public Safety or due to Supplier cancellation of vehicle(s) order. The buyer shall still be liable for the full payment of the Purchase Price.

REMIT TO: Global Public Safety, LLC
PO Box 69276
Baltimore, MD 21264-9276

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-28 authorizing the repairs to Dutton Island Preserve, Howell Park and Aquatic Dog Park

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: February 6, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The Neighborhoods Department, Parks Division is proceeding with the planned repairs and refurbishment of three park locations in Atlantic Beach: Dutton Island Preserve, Howell Park, and Aquatic Dog Park.

Funding for this project was approved as part of the Fiscal Year 2025-26 budget. The existing piers, decking, bridges, and pavilions at these locations have experienced significant material degradation and need to be replaced. These upgrades are a priority to maintain safety standards and ensure continued accessibility and enjoyment for residents at these local preserves and parks.

This project will be broken down into three parts:

1) Dutton Island – Replacement of old piers and decking
2) Howell Park – Rebuild of bulkhead support beam for a bridge
3) Aquatic Dog Park – Replacement of two pavilions which are rotting and have severe termite damage

The City is contracting through a cooperative contract established by C&L Landscape through the City Of Jacksonville (Contract SC-397-22) for competitive pricing for a total cost of $109,415.94. The price includes the removal and disposal of the old decking, wood and materials and installation of the new equipment with the appropriate safety standards.

BUDGET: The budget for this project is available in Parks Repair and Maintenance account #001-6020-572-46-00.

RECOMMENDATION: Adopt Resolution No. 26-28.

ATTACHMENT(S):
1. Resolution No. 26-28
2. Quotes from C&L Landscape
3. Location Maps

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-28

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE REPAIRS AND INSTALLATION OF DECKS, BULKHEADS AND PAVILIONS REPLACING THE EXISTING EQUIPMENT AT DUTTON ISLAND PRESERVE, HOWELL PARK, AND AQUATIC DOG PARK; 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 Neighborhoods Department, Parks Division budget includes upgrading and replacing the old decking, bulkheads and pavilions at Dutton Island Preserve, Howell Park, and Aquatic Dog Park; and

WHEREAS, the City finds the proposed repairs necessary to ensure property maintenance of the facilities and to protect the health and safety of the public; and

WHEREAS, staff is utilizing the cooperative contract established by the City of Jacksonville (Contract SC-397-22) to obtain the best pricing; and

WHEREAS, the cost for the improvements and replacement provided by C&L Landscape is $109,415.94; and

WHEREAS, sStaff recommend the purchasing of the new materials to replace said decking, bulkheads and pavilions.

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

SECTION 1. The City Commission hereby appropriates funds from the City's Parks Division account # 001-6020-572-46-00 in parks repair and maintenance for the installation of the new materials to replace old decking, bulkheads, and pavilions.

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 23rd day of February 2026.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney



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

1/28/2026

Atlantic Beach Dog Park Pavilion Replacement Proposal				
Quantity	**Type**	**Description**	**Unit Price**	**Extended Price**
1	1a	Mob.	$ 250.00	$ 250.00
200	39	Labor to remove and replace 2 existing	$ 60.00	$ 12,000.00
		Pavilions. One is a 12'x12' and the other is		
		a 9'x6'. Replace as same.		
		Haul off all debris.		
			TOTAL	$ 12,250.00

Item Pricing					
Quantity	**Type**	**Description**	**Unit Price**	**Unit Material Mark Up**	**Extended Material Mark Up**
6	No line item	6"x6"x12' PT Post	$ 44.00	$ 48.40	$ 290.40
33	No line item	2"x6"x8' PT Framing	$ 8.75	$ 9.63	$ 317.63
6	No line item	3"x8"x12' PT Ring Beam	$ 25.00	$ 27.50	$ 165.00
1	No line item	LS Metal Roofing Clasic Rib-Color, Forest	$ 975.00	$ 1,072.50	$ 1,072.50
		Green.			
1	No line item	Hardware, SST Bolts, Screws	$ 245.00	$ 269.50	$ 269.50
1	No line item	Haul off Debris and dispose	$ 250.00	$ 275.00	$ 275.00
				Total	**$ 2,390.03**

Proposal	$ 14,649.03

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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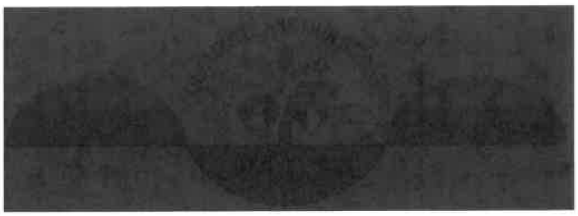
1/29/2026

Dutton Island Dock Repair Proposal				
Quantity	**Type**	**Description**	**Unit Price**	**Extended Price**
1	1a	Mob.	$ 250.00	$ 250.00
660	39	Labor to remove and replace all decking	$ 60.00	$ 39,600.00
		railing post, railing and benches.		
		Replace all bolts on post with SST.		
		Install new Benches on two of the docks.		
		Docks will be the East Dock, West Dock and		
		South Dock.		
		Haul off all debris.		
			TOTAL	$ 39,850.00

Item Pricing					
Quantity	**Type**	**Description**	**Unit Price**	**Unit Material Mark Up**	**Extended Material Mark Up**
244	No line item	2"x6"x12' PT Decking	$ 14.00	$ 15.40	$ 3,757.60
48	No line item	2"x6"x20' PT Decking	$ 22.50	$ 24.75	$ 1,188.00
78	No line item	4"x4"x10' PT Post	$ 17.00	$ 18.70	$ 1,458.60
226	No line item	2"x6"x12' PT Railing	$ 14.00	$ 15.40	$ 3,480.40
14	No line item	2"x6"x20' PT Benches	$ 22.50	$ 24.75	$ 346.50
312	No line item	1/2"x8" SST Hex Head Bolts for Post	$ 7.50	$ 8.25	$ 2,574.00
312	No line item	1/2" SST Nut	$ 0.65	$ 0.72	$ 223.08
624	No line item	1/2SST Washers	$ 0.55	$ 0.61	$ 377.52
6	No line item	Boxes of SST Screws	$ 295.00	$ 324.50	$ 1,947.00
3	No line item	Dumpsters	$ 950.00	$ 1,045.00	$ 3,135.00
				Total	**$ 18,487.70**

Proposal	$ 58,337.70

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



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

1/28/2026

Howell Park Timber Bulkhead Repair Proposal				
Quantity	**Type**	**Description**	**Unit Price**	**Extended Price**
1	1a	Mob.	$ 250.00	$ 250.00
240	39	Labor to remove and replace exisitng cribb-	$ 60.00	$ 14,400.00
		ing and Whalers from each side of creek		
		Bridge Bulkheads that are underneath.		
		Install nes filter fabric and install city supp-		
		lied fill.		
		The bridge will need to be closed for 2		
		weeks.		
		We will be removing decking from each side		
		of bridge to allow us to install new material.		
		Total repair length 52'.	**TOTAL**	$ 14,650.00

Item Pricing				
Quantity	**Type**	**Description**	**Unit Price**	**Unit Material Mark Up**
106	No line item	2"x8"x10' Whalers and Cribbing	$ 13.25	$ 14.58
24	No line item	1/2" SST Bolts	$ 7.50	$ 8.25
48	No line item	1/2" SST Nut	$ 0.65	$ 0.72
48	No line item	1/2 SST Washers	$ 0.55	$ 0.61
1	No line item	Filter Fabric	$ 150.00	$ 165.00
1	No line item	Box SST Screws	$ 295.00	$ 324.50
1	No line item	Debris Haul Off	$ 250.00	$ 275.00
				Total

Proposal	$ 17,220.81

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

Extended Material Mark Up	
$	1,544.95
$	198.00
$	34.32
$	29.04
$	165.00
$	324.50
$	275.00
$	**2,570.81**


Howell Park
Seminole Rd
Northern bridge


Aquatic Dog Park
Pavilion
Pavilion


Dutton Island Preserve
Eastern Overlook
Western Overlook
DUTTON ISLAND RD W
South launch

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 26-30 authorizing the City to contract with Roadway Asset Services, LLC for Pavement Management Services

SUBMITTED BY: Adam Thornton, Director of Public Works

TODAY'S DATE: February 10, 2026

MEETING DATE: February 23, 2026

BACKGROUND: City staff has been working to conduct a pavement condition assessment on approximately 54 centerline miles of paved roadways. Roadway Asset Services, LLC (RAS) is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. RAS can provide this service using their BuyBoard contract to piggyback on to complete the assessment for $79,102.

BUDGET: The total cost for the service can be funded from the Public Works Infrastructure Account #300-5002-541.63-00, under Project PW2345. There is currently $550,000 budgeted in this account for Fiscal Year 2025-26 for Milling and Paving projects.

RECOMMENDATION: Adopt Resolution No. 26-30.

ATTACHMENTS: Resolution No. 26-30
Roadway Asset Services, LLC Proposal dated January 30, 2026
Roadway Asset Services, LLC BuyBoard Contract

REVIEWED BY CITY MANAGER: Kevin Hogancamp

RESOLUTION NO. 26-30

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING A CONTRACT WITH ROADWAY ASSET SERVICES, LLC TO PERFORM A PAVEMENT CONDITION ASSESSMENT IN THE AMOUNT OF $79,102; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff has been working to conduct a pavement condition assessment on approximately 54 centerline miles of paved roadways; and

WHEREAS, Roadway Asset Services, LLC (RAS) is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling; and

WHEREAS, Roadway Asset Services, LLC can provide this service using their BuyBoard contract to piggyback on to complete the assessment for $79,102; and

WHEREAS, the total cost of the project can be funded from the Public Works Infrastructure Account #300-5002-541.63-00, under Project PW2345. There is currently $550,000 budgeted in this account for FY2026 for Milling and Paving projects.

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 contract with Roadway Asset Services, LLC to perform a pavement condition assessment.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Roadway Asset Services, LLC and approve a Purchase Order to said vendor in the amount of $79,102.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of February 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Roadway Asset Services

January 30, 2026

City of Atlantic Beach
Matt Krug, Streets Director
1200 Sandpiper Lane E
Atlantic Beach, FL 32233

Reference: RAS Pavement Management Services Proposal

Dear Mr. Krug,



Roadway Asset Services, LLC (RAS) is pleased to discuss the potential pavement and asset management needs for the City of Atlantic Beach. RAS is headquartered in Austin, Texas and serves municipal clients across the U.S. **In the last 5 years, RAS executive team members have managed over 100,000 miles of pavement condition and asset inventory data.** The RAS team has led pavement condition and ROW asset surveys for many agencies across the Southeast, including West Palm Beach, Tallahassee, Collier County, Okaloosa County, Sarasota County, Gainesville, FL, Birmingham, AL, Pickens County, Greenville, Anderson County, SC, Charlotte, Raleigh, Durham, Winston-Salem, Louisville, KY, Birmingham, Memphis and many others.

Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3rd party pavement management programs such as BOSS™, PAVER, Cartegraph, Streetlogix, Brightly, DOT, Agile Assets, VUEWorks, Lucity, and many others.

RAS understands the City is seeking a qualified data collection vendor to conduct a pavement condition assessment on approximately 54 centerline miles of paved roadways, with one pass conducted on local roads and two pass testing on arterial and collector roadways resulting in approximately 68 test miles. In addition, RAS will perform a financially optimized pavement analysis that includes full configuration of the BOSS™ pavement management system with the delivery of a final report and PowerBI portal hosted by RAS.

RAS is an approved vendor through the BuyBoard purchasing cooperative for Pavement Analysis services, and our proposal uses the itemized rates as published. We look forward to building a long-term relationship with the City of Atlantic Beach. Our team is prepared to deliver a scope of work that is tailored to the needs and goals of the City Stakeholders. Please do not hesitate to reach out with any questions or comments regarding these services.

Sincerely,

Bart Williamson, FCLS
Chief Executive Officer

Roadway Asset Services, LLC ★ 6001 W Parmer Lane #370-1102 ★ Austin, TX 78727 ★ 210-837-5249

Roadway Asset Services

City of Atlantic Beach
Pavement Management Services

Firm Overview

Roadway Asset Services, LLC (RAS) is an engineering firm (License #: F-22104) headquartered in Austin, Texas. RAS team members have managed automated data collection, performed QA/QC, developed pavement management plans, supplied GIS based deliverables, and provided imports and modeling for cities and counties across the United States. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS.

In the past 5-years, RAS has obtained over 150 contracts from transportation agencies for pavement condition surveys, ROW asset inventories, and data analysis. **RAS is a Silver ESRI Business partner** with a leadership team composed of seasoned pavement management professionals who boast a combined **150 years of experience in pavement condition survey management.**

esri Partner Network Silver

The Firm's Service Commitment to Customers: RAS was founded on the core principles of collaborating with our clients, cultivating those relationships, and embracing innovation in technology resources. RAS strives to provide accurate data-driven results that allow our clients to make the best possible management decisions while enjoying the passion we all share in improving infrastructure. Our team will provide prompt and relevant services as demonstrated by RAS leadership's direct involvement in each project the Firm undertakes.

Pavement Condition Surveys and ASTM D6433 Data

RAS has invested in the most sophisticated fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment** of the roads driven. This methodology removes the subjectivity of rating small sample areas of the road segment. RAS utilizes a high-definition ROW capture system to provide an immersive view of assets that can be extracted for various attributes. Furthermore, RAS' RAC vehicles have **received independent inertial profiler certification for accuracy and repeatability from the Texas A&M Transportation Institute (TTI).**



After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI pavement rating tool **Road TRIP™ (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile,



roughness, rutting, detection of cracks, lane-markings, man-made objects, and other distresses. The detected cracks are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification. The severity levels are identified based on the defined limits (ASTM D6433) and verified for resolution through visual quality control checks of image files.

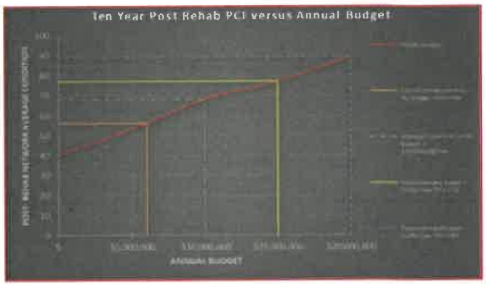
Budget Optimization Street Selector (BOSS™)

BOSS™ Budget Optimization Street Selector

For agencies that do not yet have a pavement management program developed or do not desire to do so, RAS has developed a pavement management program called **BOSS™ (Budget Optimization Street Selector)** which is used to develop a financially optimized multi-year rehabilitation plan that is ready to be presented to City administrators or elected officials. The benefit of the **RAS BOSS™ Analysis** is that there is no software to install, purchase, or maintain. The results of the analysis are delivered to the City in a **Power BI Dashboard** and bound in a final report to City Staff.

Pavement Analysis and Multi-Year Plan Optimization

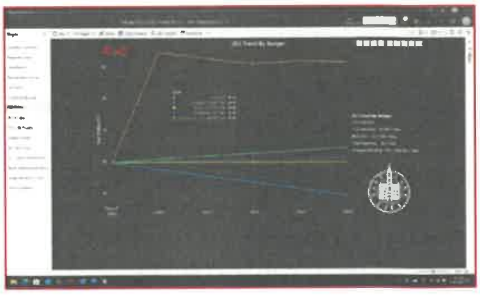
RAS can assist the City with both inventory and condition assessment to enhance the level of service for its business units. RAS can also assist the City with determining the right treatment (prescription) at the right time. The RAS team has vast experience in capital planning (decision trees) of these inventoried assets as they are strategically programmed for replacement, refurbishment, or general maintenance.



RAS will utilize its Budget Optimization Street Selector **(BOSS™)** tool to adopt the City's segment level GIS centerline, run budgetary models, financially optimize the multi-year plan using sound "cost of deferral" constraints, and produce a final maintenance and rehabilitation plan for the City's review. **BOSS™** is a cloud based application with powerful pavement management algorithms behind it that export the results of the pavement analysis to a user friendly interface such as Microsoft PowerBI or even a simple Excel spreadsheet if desired. All of the results are integrated with the City's existing GIS and supplied to the City as a Personal/File Geodatabase for consumption and storage.

The RAS analysis involves the following sequences and client engagements during the process:

- **Maintenance & Rehabilitation Setup** – to ensure the results of the budget model runs meet the City's expectations, RAS will discuss the current Maintenance and Rehabilitation plan within the pavement analysis setup. This activity will include a review of Min/Max PCI, Breakpoint PCI, decision trees for treatments, real-world impact to PCI, and reset PCI scores.



- **Deterioration Curves** – forecasting pavement conditions requires a detailed set of pavement deterioration curves for each roadway traffic classification and pavement material type, as designated by the pavement management system.
- **Project development** – the **BOSS™** analysis includes stitching segments (block) together to form a project, also known as a "management section". RAS will work with City Staff to review the initial model results and begin "stitching" segments together to form logical projects that best meet the needs of the City. The benefit of utilizing management sections is that the RAS analysis runs the budgetary scenario at the project level, producing real-world rehabilitation plans that are ready for review, modification, or action.
- **Financial Optimization & Prioritization** – RAS' **BOSS™** analysis uses sound engineering and economic logic to prioritize which street candidates are selected throughout the multi-year plan. While most pavement management programs will prioritize by roadway traffic and condition, a **BOSS™** analysis takes it a step further and introduces financial optimization into candidate selection through the use of a "Need Year" analysis that identifies each segment's cost of deferral. Understanding the "Cost of Segment Deferral" allows the analysis to maximize the City's limited funds in the best manner possible.



Budgetary Modeling

RAS will work with the City to establish the maintenance and rehabilitation activities, PCI trigger points, costs, reset PCI values, completed rehabilitation work since the survey, planned work, existing budgets, pavement deterioration curve development/assignment, and inflation priorities. RAS will assist City Staff with determining the right treatment at the right time by reviewing the City's existing maintenance and rehabilitation strategies and recommending others that may be a good fit. The scope will include developing up to 8 multi-year pavement management scenarios using different philosophies, budget levels, and distributions. While RAS will define the scenarios to be run with City staff, at a minimum the following questions should be answered with the scenarios:

- **What is the resultant network PCI at my current funding level?**
- **What budget is required to maintain my existing network PCI?**
- **What budget is required to achieve a desired network PCI?**
- **What budget is required to control the growth in backlog?**

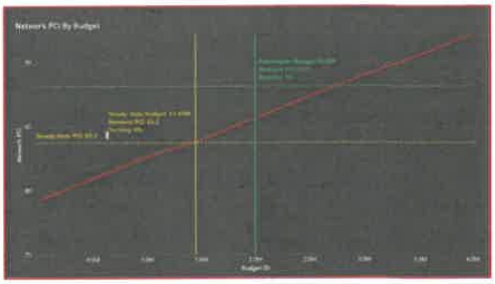
RAS will also consult with City staff to develop models utilizing different types of rehabilitation strategies (worst first, best first, most economic, need year, etc.). RAS understands that getting buy-in from City Administrators and Elected Officials means developing a long-range rehabilitation plan that considers local priorities. The RAS team will ensure that already approved rehabilitation work is programmed into the budgetary models for selection during the run. In addition, RAS will consult with City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method.

Roadway Asset Services

City of Atlantic Beach
Pavement Management Services

Final Pavement Report

RAS will provide the City with a Final Pavement Report including study objectives, methodology utilized, project summary, analysis of current pavement management practices, rehabilitation plans, and multi-year budget scenarios. In addition, the city will receive statistical charts, graphs, and area maps illustrating all PCI results, street segment lengths, pavement type, the overall City road quality, and findings from the pavement evaluation.



Optional BOSS™ 12-Month Support Subscription (Year 2+)

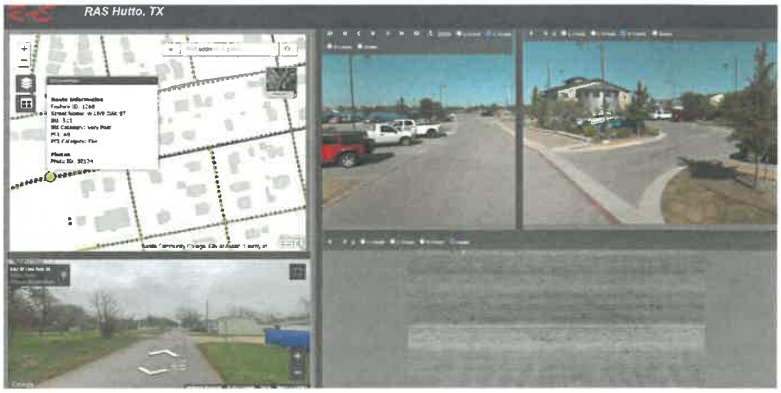
As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the City's roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to ***BOSS™***. Support activities can include the common tasks identified in the table below or even ad-hoc requests such as running a new scenario requested by City Administration. The 12-month support subscription is meant to be flexible and provide the City with immediate access to consulting services that are dedicated to the use of the ***BOSS™*** pavement management expertise. Hours can be used for additional training or even the assignment of tasks to the RAS support team such as programming completed work on a monthly basis, assigning tasks (planned work), modifying supersegments when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques and pavement design.

The subscription level corresponds with the level of service updates required by each agency and is listed as **BRONZE**, **SILVER**, **GOLD, PLATINUM,** or **TITANIUM**. These services are entirely optional and not a requirement. They are meant to support an agency's annual analysis update requirements if they lack the internal resources or time to complete them internally.

Pavement Management Service Subscription Support Services	Bronze - Up to 80 Hours	Silver - Up to 120 Hours	Gold - Up to 140 Hours	Platinum - Up to 175 Hours	Titanium - Up to 200 Hours
Age Condition Data Review	●	●	●	●	●
Completed Work Update	●	●	●	●	●
Planned Work Update	●	●	●	●	●
Update Unit Rates	●	●	●	●	●
Refresh Budgets	●	●	●	●	●
Update Analysis Maps	●	●	●	●	●
GIS Syncronization	●	●	●	●	●
Modify Deterioration Curves		●	●	●	●
Modify Treatment Strategies		●	●	●	●
Update Written Report and Power Bi		●	●	●	●
Modify Super Segments			●	●	●
On-Call Pavement Module Support			●	●	●
Council Presentation Assistance			●	●	●
On-Call Professional Services Support				●	●
Adding Street Segment GIS Inventory				●	●
GIS Assistance with Linework					●

Optional: RAS Videologger

RAS can provide the City with the RAS Videologger which is a web hosted full-service image viewer that allows our clients to select a section of roadway from the GIS-based map to visually display the inventory elements and the results of their survey. The viewer is hosted on a reliable web platform such as Amazon Web Services (AWS). The RAS Videologger allows the City to load pavement and ROW imagery for a specific location within the City and sequentially travel down the roadway. If needed within the Videologger, the City can load high-resolution images to provide more detailed site investigation while displaying PCI and IRI data for the selected section. In addition, the Videologger **houses the Ladybug Panoramic ROW imagery, LCMS downward pavement imagery**, PCI scores, and right of way inventories.



Following the Pavement Condition Assessment, all **LCMS-2 camera imagery** will be loaded to the videologger with each image resulting in 1 mm-pixel resolution and horizontal resolution of 4,000 pixels. The benefit of having the LCMS imagery on the same platform as the Ladybug imagery is the ability to use the forward-facing camera to see what a typical driver would see from a windshield while comparing it against the downward LCMS laser array that focuses only on the pavement surface itself.

Optional: ROW Asset Inventory and Condition Assessment



RAS will use the high-definition ROW asset camera to inventory and capture ROW assets for optional extraction activities. The imagery would be processed in 20-foot intervals along with the downward LCMS for right-of-way asset extraction activities. The imagery can be delivered in .jpeg format, on a hard drive, or associated with a File Geodatabase. RAS can inventory and extract attributes on nearly any asset that can be identified in the images. Common roadside features for capture include traffic signs, pavement markings/striping, curb and gutter, traffic calming devices, traffic signals, streetlights, fire hydrants, bus stop shelters, medians, and many others.

RAS would use the HD images and post-process data using RAS software to collect attributes for each asset type captured. For example, **Traffic signs/supports**, which are listed as a point feature, are commonly captured with the following attributes (the final list of attributes would be determined with input from the City staff): AssetID, X,Y location, sign type (MUTCD code), sign text, photo image link, physical condition rating (good, fair, poor), location, support structure type, sign direction, and comments.

Roadway Asset Services

City of Atlantic Beach
Pavement Management Services

Cost Proposal

Below you will find a summary of the budget scenario associated with the services discussed during our meeting for the City's pavement management needs.

This proposal includes RAS performing pavement condition surveys on approximately 68 test miles, with one pass conducted on local roads and two pass testing on arterial and collector roadways. In addition, RAS will perform a financially optimized pavement analysis that includes full customization of the BOSS™ pavement management system with the delivery of a final report and PowerBI portal hosted by RAS.

BuyBoard Vendor	CONTRACT PRICING WORKSHEET For Catalog Purchases	Contract No.: 734-24	Date Prepared: 1/30/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, documents must be submitted through End User Buy Board Portal. Therefore please type or print legibly.

Buying Agency:	City of Atlantic Beach, FL	**Contractor:**	Roadway Asset Services, LLC (RAS)
Contact Person:	Matt Krug	**Prepared By:**	Bart Williamson
Phone:	(904) 463-5793	**Phone:**	(210) 837-5249
Email:	mkrug@coab.us	**Email:**	bwilliamson@roadwayassetservices.com
Catalog / Price Sheet Name:	RAS Roads Catalog		
General Description of Services:	Pavement and Asset Management Program Update		

Catalog / Price Sheet Items being purchased

Task	Description	Units	Unit Pr	Total
BASE-1	Centerline Identification (lump sum)	1	$ 1,950.00	$ 1,950.00
BASE-2	Field Set-up, Mobilization & GPS Network Creation (lump sum)	1	$ 5,500.00	$ 5,500.00
BASE-3	Automated Video Imaging & Data Collection of Pavement Condition (test mile)	68	$ 112.00	$ 7,616.00
BASE-4	Video Data Processing & Distress Index Development (Modified ASTM D6433) (test mile)	68	$ 42.00	$ 2,856.00
BASE-5	Professional Data Validation Pilot (Per Day)	1	$ 3,500.00	$ 3,500.00
BASE-6	Pavement Widths (lane mile)	108	$ 12.00	$ 1,296.00
DATA-22	Budget Optimization Street Selector BOSS™ Data Load (lump sum)	1	$ 5,000.00	$ 5,000.00
DATA-23	Budget Optimization Street Selector BOSS™ Pavement Analysis & Multi-Year Plan	1	$ 20,000.00	$ 20,000.00
ALT-6	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	1	$ 10,000.00	$ 10,000.00
	Pavement Management Program Update Sub-Total:			**$ 57,718.00**
ROW-1	Sign & Support Inventory with Condition (lane mile)	108	$ 60.00	$ 6,480.00
ROW-5	Sidewalks Inventory (lane mile)	108	$ 40.00	$ 4,320.00
ROW-10	Curb and Gutter Inventory (lane mile)	108	$ 50.00	$ 5,400.00
ROW-15	Pavement Markings Inventory (lane mile)	108	$ 30.00	$ 3,240.00
ROW-16	Pavement Striping Inventory (lane mile)	108	$ 40.00	$ 4,320.00
N/A	ROW Asset Inventory Discount (10%)	1	$ (2,376.00)	$ (2,376.00)
	Right-of-Way Asset Inventory Sub-Total:			**$ 21,384.00**
	Project Total:			**$ 79,102.00**

Optional BOSS™ Annual PMaaS Tiers [Starting Year 2]

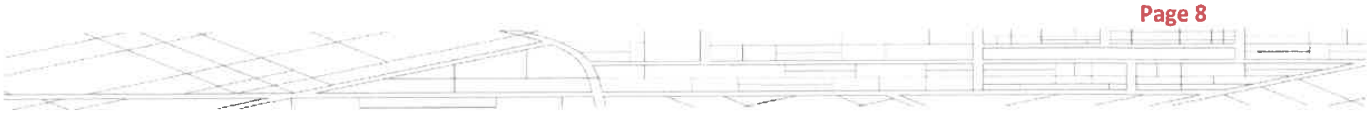
The following discounted rates reflect the Pavement Management as a Service (PMaaS) options available to RAS clients. These services allow RAS clients to take advantage of our staffing resources and experts to update the pavement management inventory, revise budget scenarios, and serve as an extension of the City's pavement management program.

These are annual costs that come with a bucket of staff hours that can be activated anytime after the delivery of the final report for the initial project.

Task	Annual BOSS™ Service Subscription Models	Units	Unit Cost	Fee
B-1	Budget Optimization Street Selector BOSS™ Annual Update - Bronze Level	1	$15,000	$15,000
B-2	Budget Optimization Street Selector BOSS™ Annual Update - Silver Level	1	$22,000	$22,000
B-3	Budget Optimization Street Selector BOSS™ Annual Update - Gold Level	1	$30,000	$30,000
B-4	Budget Optimization Street Selector BOSS™ Annual Update - Platinum Level	1	$45,000	$45,000
B-5	Budget Optimization Street Selector BOSS™ Annual Update - Titanium Level	1	$50,000	$50,000

Optional Services

RAS will honor the published rates available via our contract with BuyBoard should the City elect to authorize additional asset inventory tasks or professional services.



BuyBoard

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 20, 2025

Sent via email to: bwilliamson@roadwayassetservices.com

Bart Williamson
Roadway Asset Services, LLC
6001 W Parmer Lane, Suite 370-1102
Austin TX 78727

Re: Pavement Assessment Services for Road & Highways
BuyBoard Contract 734-24

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Pavement Assessment Services for Road & Highways, Contract 734-24 effective June 1, 2024 through May 31, 2025, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2026.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Bart Williamson
Roadway Asset Services, LLC
6001 W Parmer Lane, Suite 370-1102
Austin, TX 78727

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 737-24, Pavement Assessment Service for Roads and Highways

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2024, through May 31, 2025, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 737-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

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Electronic Delivery

Bart Williamson
Roadway Asset Services, LLC
6001 W Parmer Lane, Suite 370-1102
Austin, TX 78727

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 737-24, Pavement Assessment Service for Roads and Highways

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To review the items your company has been awarded, please review Proposal Tabulation No. 737-24 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at bids@buyboard.com.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Pavement Assessment Service for Roads and Highways	**Proposal Due Date/Opening Date and Time** February 15, 2024, at 4:00 PM
Proposal Invitation Number 734-24	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term June 1, 2024, through May 31, 2025, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** January 2024

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Roadway Asset Services, LLC
Name of Proposing Company

1/22/2024
Date

6001 W Parmer Lane, Ste 370-1102
Street Address

Bart Williamson
Signature of Authorized Company Official

Austin, TX 78727
City, State, Zip

Bart Williamson
Printed Name of Authorized Company Official

(210)837-5249
Telephone Number of Authorized Company Official

Chief Executive Officer
Position or Title of Authorized Company Official

(512)727-3378
Fax Number of Authorized Company Official

85-1939454
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: BW

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☑ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): Not Applicable

Details of Conviction(s): Not Applicable

Initial: BW

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Roadway Asset Services, LLC	6001 W Parmer Lane, Ste 370-1102		
City	**State**	**Zip Code**	
Austin	TX	78727	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☑ No

B. What is the prescribed amount or percentage? $ N/A or N/A %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☑ No

Initial: BW

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: BW

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☑ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

RAS will comply with all the BuyBoard Technical Requirements

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: BW

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: BW

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☑ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

N/A- No deviations to general terms and conditions

Initial: BW

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

RAS complies with the Vendor Consent for Name Brand Use requirements

Initial: BW

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☑ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

pages 38, 40, 41, 43, 44, and 45

(Attach additional sheets if needed.)

Initial: BW

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☑ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** BW

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BW

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☑ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: BW

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Roadway Asset Services, LLC
Company Name

Signature of Authorized Company Official

Bart Williamson, Chief Executive Officer
Printed Name and Title

1/22/2024
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Roadway Asset Services, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☑ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 85-1939454
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Roadway Asset Services, LLC

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Roadway Asset Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6001 West Parmer Lane, Suite 370-1102

Requester's name and address (optional)

6 City, state, and ZIP code
Austin, Texas 78727

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	1	9	3	9	4	5	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▸ Bart Wilcox **Date** ▸ 2/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 2,229,149 . (The period of the 12-month period is 1/2023 / 12/2023). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y		
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other North Central Texas Council of Governments (NCTCOG) Pima Association of Governments (PAG)	Y		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): N/A- not a current vendor **Proposed Discount (%):** N/A- not a current vendor

Explanation: N/A- not a current vendor

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume	Co-Op / BuyBoard
1.	City of Rowlett, TX	Mike Lasby	(972) 412-6263	mlasby@rowlett.com	13.0%	327 Miles	HGACBuy
2.	City of Amarillo, TX	Alan Harder	(806)378-9085	alan.harder@amarillo.gov	1.8%	1,899 Miles	N/A
3.	City of Frisco, TX	Brad Wooley	(972)292-5833	BWooley@friscotexas.gov	10.0%	1,079 Miles	NCTCOG
4.	City of Durham, NC	Clint Blackburn	C: (704)301-7193 O: (919)560-4326	clint.blackburn@durhamnc.gov	15.0%	855 Miles	N/A
5.	Salt Lake City, UT	David Jones	(801)535-6425	David.jones@slcgov.com	9.3%	755 Miles	N/A

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☑ **NO** ☐ If YES, please explain:

Yes, RAS offers a ROW asset bundling discount for agencies that select more than five assets.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Submitted separately in the BuyBoard's IonWave portal

Additional References

Entity Name	Contact	Phone#	Email Address	Discount	Quantity / Volume	Co-Op / BuyBoard
Anderson County, SC	Jonathan Fox	O: (864)964-6711 C: (864)642-8011	jwfox@andersoncountysc.org	14.2%	1,785 Miles	N/A
City of Farmington, NM	Virginia King	(505)320-2757	vking@fmtn.org	8.7%	443 Miles	HGACBuy
City of Charlotte, NC	Charles Jones	(704)336-8334	Charles.L.Jones@charlottenc.gov	12.5%	3,340 Miles	HGACBuy
Town of Gilbert, AZ	Chance Baldwin	O: (480)503-6531 C: (480)720-8823	Chance.Baldwin@gilbertaz.gov	16.0%	550 Miles	HGACBuy
City of North Richland Hils, TX	Boe Blankenship	(817)427-6460	bblankenship@nrhtx.com	14.2%	316 Miles	HGACBuy
City of Pflugerville, TX	Evan Groeschel	(512)990-6401	EvanG@pflugervilletx.gov	8.7%	307 Miles	HGACBuy

Roadway Asset Services

Founded in Austin, Texas, Roadway Asset Services (RAS) is a pavement management consultant that provides automated data collection, analysis, and consulting services to transportation agencies and municipalities. RAS offers comprehensive experience and subject matter expertise in the fields of pavement and asset management, transportation planning, and GIS.

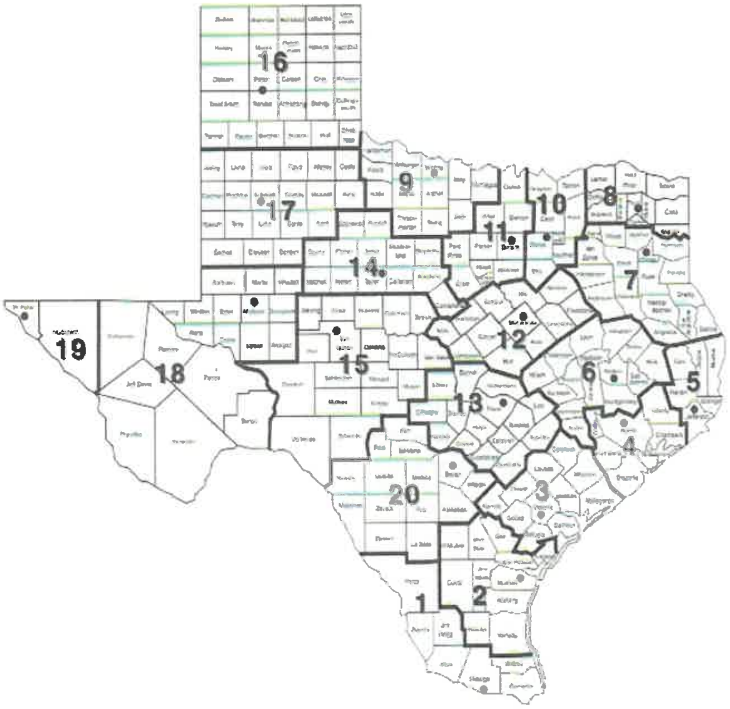
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.*) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*

Regional Education Service Centers



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

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8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Roadway Asset Services, LLC
Name of Vendor

734-24 Pavement Assessment Service for Roads
Proposal Invitation Number

Signature of Authorized Company Official

Bart Williamson
Printed Name of Authorized Company Official

1/22/2024
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
N/A- all contracts will be managed by headquarters in Austin, TX		

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A- There are no dealers of our services

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

RAS was established in 2020 and has been in business for four years under the name Roadway Asset Services, LLC. Throughout its time in business, RAS has obtained over 100 contracts from municipalities to conduct pavement management and ROW asset surveys. RAS is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

RAS has a team of 30 personnel and operates four automated Roadway Asset Collection vehicles to conduct pavement distress detection. All team members have previously fulfilled their positions and understand the responsibilities of their roles. RAS adheres to the Project Management Body of Knowledge to manage staff, planning, and projects. Resumes for Key Personnel are on page 26 of this proposal.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

RAS will use a multitude of outreach strategies including distributing marketing materials at the 8 conferences we are exhibiting at in 2024. In addition, RAS will actively post on LinkedIn valuable resources, graphics, and information on project procured through the BuyBoard. RAS will also update its website to include a direct link to our BuyBoard catalog of services. RAS is experienced in cooperative purchasing and has received numerous contracts through programs similar to the BuyBoard (i.e. NCTCOG, PAG, H-GAC).

Roadway Asset Services

BuyBoard
Pavement Assessment Services for Roads and Highways
RFP# 734-24

Extended RAS Marketing Plan

Conferences

RAS will use a blend of outreach strategies including social media posts (i.e. LinkedIn), enhanced website resources for clients/visitors, and advertisements at conferences. Below is a list of our current conference registrations. If awarded a contract before exhibiting, RAS will display a BuyBoard logo and QR code with direct access to our catalog of services.

- Utah Asphalt Conference- Exhibiting from February 27th to February 28th
- Florida American Public Works Association (APWA)- Exhibiting from April 2nd to April 5th
- Texas APWA- Exhibiting from June 3rd to June 5th
- Georgia APWA- Exhibiting in August
- Arizona APWA- Exhibiting from August 14th to August 16th
- Public Works Expo- Exhibiting in Atlanta from September 8th to September 11th
- Colorado APWA- Exhibiting in October
- Tennessee APWA- Exhibiting in November

When RAS attends conferences and exhibits, we typically rent a 10x10 booth with professionally designed booth graphics and decorations. While the exhibit hall is open, our staff are expected to be at the booth at all times and maintain an ample supply of fact sheets, contact cards, and promotional give-away items (swag) with our logo and website URL. Oftentimes, RAS is asked to present at these conferences, and we use that exposure to highlight the services we offer. RAS always displays our cooperative purchasing contracts on signs and offers information about programs at our booths. Our staff is knowledgeable and can explain how BuyBoard contracting works.

Website

RAS frequently updates its website, www.roadwayassetservices.com, to contain new and informative graphics and material. We streamlined the pages and provided visitors with a clear path to contacting our professional staff. Should RAS be awarded a contract under this procurement, we will add the BuyBoard logo and link to the appropriate page (if allowed by the BuyBoard).



Roadway Asset Services

BuyBoard
Pavement Assessment Services for Roads and Highways
RFP# 734-24

Description of the Respondent's Process for Responding to an Order for Services

Following participant engagement, RAS will schedule a meeting with agency staff to discuss the agency's required scope of services and additional offerings RAS can provide as a part of the BuyBoard contract. Once the scope elements have been defined, RAS will develop a detailed project budget using the BuyBoard form that RAS has submitted as a part of this submission along with a timeline detailing milestones and key deliverables. When the contract is finalized with the participating entity, RAS will report the contract to BuyBoard for project tracking and financial renumeration. The RAS executive team has been involved with numerous projects that have leveraged cooperative purchasing contracts and understand the contractual obligations required through its use.

It is important to note that the RAS service delivery model does not include the use of dealers or distributors, since those sales models are better suited for goods or commodities sales.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

RAS has the financial resources to complete BuyBoard contracts and has attached a balance sheet from December 2023. RAS can obtain bonds if deemed necessary by BuyBoard members. RAS has attached a Certificate of Insurance documenting standard limits. RAS nor its owners have been a debtor party to a bankruptcy.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

RAS does not have any outstanding financial judgments and is not in default on any loans or financing agreements.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

RAS has not defaulted, failed to complete/deliver the work, or terminated a contract.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

RAS has not been involved in litigation or legal proceedings.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Roadway Asset Services, LLC

Bart Williamson

Signature of Vendor Authorized Representative

Printed Name: Bart Williamson

Title: Chief Executive Officer

Date: 1/22/2024

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 734-24
Pavement Assessment Service for Roads and Highways

The following addendum is issued to Proposal Invitation No. 734-24, Pavement Assessment Service for Roads and Highways and shall become a permanent part of the Proposal Invitation document.

The **Anticipated Cooperative Board Meeting Date** listed in the proposal invitation has been updated as referenced below.

Anticipated Cooperative Board Meeting Date
April 2024

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Roadway Asset Services, LLC

Address: 6001 W Parmer Lane, Ste 370-1102, Austin, TX 78727

Signature of Authorized Company Official: Bart Wilcox Title: Chief Executive Officer

Telephone Number: (210)837-5249 Date: 1/22/2024

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☑ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☑ Reviewed/Completed: **Proposal Acknowledgements**
☑ Reviewed/Completed: **Felony Conviction Disclosure**
☑ Reviewed/Completed: **Resident/Nonresident Certification**
☑ Reviewed/Completed: **Debarment Certification**
☑ Reviewed/Completed: **Vendor Employment Certification**
☑ Reviewed/Completed: **No Boycott Verification**
☑ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☑ Reviewed/Completed: **Historically Underutilized Business Certification**
☑ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☑ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☑ Reviewed/Completed: **Deviation and Compliance**
☑ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☑ Reviewed/Completed: **Confidential/Proprietary Information**
☑ Reviewed/Completed: **EDGAR Vendor Certification**
☑ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☑ Reviewed/Completed: **Vendor Business Name**
☑ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☑ Reviewed/Completed: **Governmental References**
☑ Reviewed/Completed: **Company Profile**
☑ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☑ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☑ Reviewed/Completed: **Local/Authorized Seller Listings**
☑ Reviewed/Completed: **Manufacturer Dealer Designation**
☑ Reviewed/Completed: **Proposal Invitation Questionnaire**
☑ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☑ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 734-24
Pavement Assessment Service for Roads and Highways

The following addendum is issued to Proposal Invitation No. 734-24, Pavement Assessment Service for Roads and Highways and shall become a permanent part of the Proposal Invitation document.

The **Anticipated Cooperative Board Meeting Date** listed in the proposal invitation has been updated as referenced below.

Anticipated Cooperative Board Meeting Date
April 2024

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Roadway Asset Services, LLC

Address: 6001 W Parmer Lane, Ste 370-1102, Austin, TX 78727

Signature of Authorized Company Official: Bart Wilson

Title: Chief Executive Officer

Telephone Number: (210)837-5249

Date: 1/22/2024

Roadway Asset Services, LLC Information

Contact: Bart Williamson
Address: 6001 W Parmer Lane
Suite 370-1102
Austin, TX 78727
Phone: (210) 837-5249
Web Address: www.roadwayassetservices.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Bart Williamson
Signature

bwilliamson@roadwayassetservices.com
Email

Submitted at 2/15/2024 09:46:35 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 734-24, Pavement Assessment Service for Roads and Highways

RAS Submission to Pavement Assessment Services.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Manufacturer Catalog(s) and/or Product Price list(s)

RAS Catalog.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s)and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

RAS W9.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Addendum No. 1

Addendum-No-1-for-734-24.pdf

Addendum No. 1 REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 851939454
2	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification
3	**No Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1). "Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 Historically Underutilized Business Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business*

7 Women Owned Business

Women Owned Business

☐ *Women Owned Business*

8 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*

9 Certification Number

Certification Number

No response

10 Name of Certifying Agency

Certifying Agency

No response

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB

12 Vendor General Contact Information

Proposal/Contract General Contact Information

13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Bart Williamson
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address bwilliamson@roadwayassetservices.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 6001 W Parmer Lane, Suite 370-1102
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Austin
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 78727
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 210-837-5249
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number *No response*
21	**Company Website** Company Website (www.XXXXX.com) www.roadwayassetservices.com
22	**Purchase Orders Contact Information** All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. **Please select options below for receipt of Purchase Orders and provide the requested information:** • I will use the internet to receive Purchase Orders at the following address Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

bwilliamson@roadwayassetservices.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Bart Williamson

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

210-837-5249

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

ardept@roadwayassetservices.com

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Cassie Thomason

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

623-227-1472

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

32 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33	**Request for Quote (RFQ) E-mail Address** Request for Quote (RFQ) E-mail Address bwilliamson@roadwayassetservices.com
34	**Request for Quote (RFQ) Contact Name** Request for Quote (RFQ) Contact Name Bart Williamson
35	**Request for Quote (RFQ) Contact Phone Number** Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 210-837-5249
36	**Request for Quote (RFQ) Contact Extension Number** Request for Quote (RFQ) Contact Extension Number *No response*
37	**Alternate Request for Quote (RFQ) E-mail Address** Alternate Request for Quote (RFQ) E-mail Address zthomason@roadwayassetservices.com
38	**Alternate Request for Quote (RFQ) Contact Name** Alternate Request for Quote (RFQ) Contact Name Zac Thomason
39	**Alternate Request for Quote (RFQ) Contact Phone Number** Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) 623-640-2897
40	**Alternate Request for Quote (RFQ) Contact Extension Number** Alternate Request for Quote (RFQ) Contact Extension Number *No response*
41	**Invoices** Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

42 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Roadway Asset Services, LLC

44 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Cassie Thomason

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

1545 E Commerce Drive

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

St. George

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

UT

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

84790

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

623-227-1472

51	**Invoice Contact Extension Number** Invoice Contact Extension Number *No response*
52	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) *No response*
53	**Invoice Contact E-mail Address** Invoice Contact E-mail cthomason@roadwayassetservices.com
54	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address ardept@roadwayassetservices.com
55	**Billing Agent Company Name** Billing Agent Company Name *No response*
56	**Billing Agent Department Name** Billing Agent Department Name *No response*
57	**Billing Agent Contact Name** Billing Agent Contact Name *No response*
58	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) *No response*
59	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City *No response*
60	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) *No response*
61	**Billing Agent Mailing Address - Zip Code** Billing Agent Mailing Address - Zip Code *No response*
62	**Billing Agent Contact Phone Number** Billing Agent Contact Phone Number (xxx-xxx-xxxx) *No response*

63	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number *No response*
64	**Billing Agent Fax Number** Billing Agent Fax Number *No response*
65	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address *No response*
66	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address *No response*
67	**Shipping Via** Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Common Carrier
68	**Payment Terms** *Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).* Yes, we comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act
69	**Vendor's Internal/Assigned Reference/Quote Number** Vendor's Internal/Assigned Reference/Quote Number *No response*
70	**State or Attach Return Policy** Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. *No response*
71	**Electronic Payments** Are electronic payments acceptable to your company? Yes
72	**Credit Card Payments** Are credit card payments acceptable to your company? No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Roadway Asset Services, LLC

75 **Texas Regional Service Designation**

Select only one of the following options. If you select **"I will NOT serve all Regions of Texas"**, you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3*

79 **Region 4**

Region 4 - Houston

☐ *Region 4*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7*

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
85	**Region 10** Region 10 - Richardson ☐ *Region 10*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
87	**Region 12** Region 12 - Waco ☐ *Region 12*
88	**Region 13** Region 13 - Austin ☐ *Region 13*
89	**Region 14** Region 14 - Abilene ☐ *Region 14*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17*
93	**Region 18** Region 18 - Midland ☐ *Region 18*
94	**Region 19** Region 19 - El Paso ☐ *Region 19*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Roadway Asset Services, LLC

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

99 **Alabama**

Alabama

☐ *Alabama*

100 **Alaska**

Alaska

☐ *Alaska*

101 **Arizona**

Arizona

☐ *Arizona*

102 **Arkansas**

Arkansas

☐ *Arkansas*

103 **California**

California (Public Contract Code 20118 & 20652)

☐ *California*

104	**Colorado** Colorado ☐ *Colorado*
105	**Connecticut** Connecticut ☐ *Connecticut*
106	**Delaware** Delaware ☐ *Delaware*
107	**District of Columbia** District of Columbia ☐ *District of Columbia*
108	**Florida** Florida ☐ *Florida*
109	**Georgia** Georgia ☐ *Georgia*
110	**Hawaii** Hawaii ☐ *Hawaii*
111	**Idaho** Idaho ☐ *Idaho*
112	**Illinois** Illinois ☐ *Illinois*
113	**Indiana** Indiana ☐ *Indiana*
114	**Iowa** Iowa ☐ *Iowa*
115	**Kansas** Kansas ☐ *Kansas*

116	**Kentucky** Kentucky ☐ *Kentucky*
117	**Louisiana** Louisiana ☐ *Louisiana*
118	**Maine** Maine ☐ *Maine*
119	**Maryland** Maryland ☐ *Maryland*
120	**Massachusetts** Massachusetts ☐ *Massachusetts*
121	**Michigan** Michigan ☐ *Michigan*
122	**Minnesota** Minnesota ☐ *Minnesota*
123	**Mississippi** Mississippi ☐ *Mississippi*
124	**Missouri** Missouri ☐ *Missouri*
125	**Montana** Montana ☐ *Montana*
126	**Nebraska** Nebraska ☐ *Nebraska*
127	**Nevada** Nevada ☐ *Nevada*

128	**New Hampshire** New Hampshire ☐ *New Hampshire*
129	**New Jersey** New Jersey ☐ *New Jersey*
130	**New Mexico** New Mexico ☐ *New Mexico*
131	**New York** New York ☐ *New York*
132	**North Carolina** North Carolina ☐ *North Carolina*
133	**North Dakota** North Dakota ☐ *North Dakota*
134	**Ohio** Ohio ☐ *Ohio*
135	**Oklahoma** Oklahoma ☐ *Oklahoma*
136	**Oregon** Oregon ☐ *Oregon*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
138	**Rhode Island** Rhode Island ☐ *Rhode Island*
139	**South Carolina** South Carolina ☐ *South Carolina*

140	**South Dakota** South Dakota ☐ *South Dakota*
141	**Tennessee** Tennessee ☐ *Tennessee*
142	**Texas** Texas ☐ *Texas*
143	**Utah** Utah ☐ *Utah*
144	**Vermont** Vermont ☐ *Vermont*
145	**Virginia** Virginia ☐ *Virginia*
146	**Washington** Washington ☐ *Washington*
147	**West Virginia** West Virginia ☐ *West Virginia*
148	**Wisconsin** Wisconsin ☐ *Wisconsin*
149	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1	Discount (%) off catalog/price list for **Pavement Assessment Service of Roadways** (complete survey service to include automated video imaging and video data processing, data collection of pavement condition and distress detection areas, professional data validation, and comprehensive written summary of assessment). Catalog/Price list MUST be included or proposal will not be considered. Total: 10% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED** - The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed **Item Attributes** **1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage** NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". RAS catalog roads
2	Discount (%) off catalog/price list for **Pavement Assessment Service of Highways** (complete survey service to include automated video imaging, automated video data processing, data collection of pavement condition/distress detection areas, professional data validation, and comprehensive written summary of assessment). Catalog/Price list MUST be included or proposal will not be considered. Total: 10% Item Notes: ***PROPOSAL NOTE 1:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** ***PROPOSAL NOTE 2:*** **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED** - The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services. Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RAS catalog highways

Response Total: $0.00

BuyBoard Vendor	CONTRACT PRICING WORKSHEET For Catalog Purchases	Contract No.:	734-24	Date Prepared:	2/11/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, documents must be submitted through End User Buy Board Portal. Therefore please type or print legibly.

Buying Agency:	City of Atlantic Beach, FL	**Contractor:**	Roadway Asset Services, LLC (RAS)
Contact Person:	Matt Krug	**Prepared By:**	Bart Williamson
Phone:	(904) 463-5793	**Phone:**	(210) 837-5249
Email:	mkrug@coab.us	**Email:**	bwilliamson@roadwayassetservices.com
Catalog / Price Sheet Name:	RAS Roads Catalog		
General Description of Services:	Pavement and Asset Management Program Update		

Catalog / Price Sheet Items being purchased

Task	Description	Units	Unit Pr	Total
BASE-1	Centerline Identification (lump sum)	1	$ 1,950.00	$ 1,950.00
BASE-2	Field Set-up, Mobilization & GPS Network Creation (lump sum)	1	$ 5,500.00	$ 5,500.00
BASE-3	Automated Video Imaging & Data Collection of Pavement Condition (test mile)	68	$ 112.00	$ 7,616.00
BASE-4	Video Data Processing & Distress Index Development (Modified ASTM D6433) (test mile)	68	$ 42.00	$ 2,856.00
BASE-5	Professional Data Validation Pilot (Per Day)	1	$ 3,500.00	$ 3,500.00
BASE-6	Pavement Widths (lane mile)	108	$ 12.00	$ 1,296.00
DATA-22	Budget Optimization Street Selector BOSS™ Data Load (lump sum)	1	$ 5,000.00	$ 5,000.00
DATA-23	Budget Optimization Street Selector BOSS™ Pavement Analysis & Multi-Year Plan	1	$ 20,000.00	$ 20,000.00
ALT-6	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	1	$ 10,000.00	$ 10,000.00
	Pavement Management Program Update Sub-Total:			**$ 57,718.00**
ROW-1	Sign & Support Inventory with Condition (lane mile)	108	$ 60.00	$ 6,480.00
ROW-5	Sidewalks Inventory (lane mile)	108	$ 40.00	$ 4,320.00
ROW-10	Curb and Gutter Inventory (lane mile)	108	$ 50.00	$ 5,400.00
ROW-15	Pavement Markings Inventory (lane mile)	108	$ 30.00	$ 3,240.00
ROW-16	Pavement Striping Inventory (lane mile)	108	$ 40.00	$ 4,320.00
N/A	ROW Asset Inventory Discount (10%)	1	$ (2,376.00)	$ (2,376.00)
	Right-of-Way Asset Inventory Sub-Total:			**$ 21,384.00**
	Project Total:			**$ 79,102.00**

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-31 Accepting the Utility Easement at the Beaches Habitat for Humanity Coastal Haven Development

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: February 10, 2026

MEETING DATE: February 23, 2026

BACKGROUND: Construction of the water infrastructure for Habitat's new Coastal Haven development at 2150 Mayport Road has been completed.

In order for the City to have access for maintaining the infrastructure, a legal easement must be obtained from Beaches Habitat. Beaches Habitat has prepared the easement, which has also been reviewed and approved by our City Attorney.

BUDGET: No impact to operating budget.

RECOMMENDATION: Adopt Resolution No. 26-31.

ATTACHMENT(S): 1. Resolution No. 26-31
2. Grant of Easement from Beaches Habitat

REVIEWED BY CITY MANAGER: Kevin Hogancamp

RESOLUTION NO. 26-31

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ACCEPTING THE UTILITY EASEMENT FROM BEACHES HABITAT FOR THE COASTAL HAVEN DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND SIGN THIS UTILITY EASEMENT TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, construction on the infrastructure for the Beaches Habitat for Humanity Coastal Haven development on Mayport Road has been completed; and

WHEREAS, Beaches Habitat has presented the City with a utility easement for the potable water system.

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

SECTION 1. The City Commission hereby accepts the Utility Easement presented by Beaches Habitat for Humanity.

SECTION 2. The City Commission hereby authorizes the City Manager to execute and sign this Utility Easement.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd Day of February, 2026.

Attest:

_____
Donna L. Bartle, City Clerk

_____
Curtis Ford, Mayor

Approved as to form and correctness:

_____
Jason R. Gabriel, City Attorney

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "Easement") executed and given this _____ day of _____, 2026, by **BEACHES HABITAT FOR HUMANITY, Inc., a Florida corporation**, whose mailing address is 797 Mayport Road, Jacksonville, FL 32233 (hereinafter referred to as the "GRANTOR"), and the **CITY OF ATLANTIC BEACH**, a Florida municipal corporation, whose business address is 800 Seminole Road, Atlantic Beach, Florida 32233-5444 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Jacksonville, Duval County, Florida, more particularly described as follows (the "Property"):

See Exhibit "A" attached

WHEREAS, Grantor desires to grant and convey unto Grantee, Grantee's customers, agents, employees, guests, assigns, and contractors, a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of potable water line pipes, mains, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances associated with the potable water system (hereinafter referred to as the "Water Utilities").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, Grantor and Grantee agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated in this Utility Easement by this reference.

2. Grant of Easement by Grantor. Grantor creates, grants, conveys, and declares to exist a non-exclusive easement to, over, under, upon, across, and through the Easement Area for the purpose of construction, installation, operation, maintenance, and repair of the Water Utilities (hereinafter the "Utility Easement").

3. Incidental Rights. The Easement created and granted herein includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement

Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Water Utilities located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.

5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

6. Duration. The Easement granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated in this Utility Easement.

8. Protections. The following provisions are agreed upon for the general protection of the parties:

   (a) **Obstructions.** Grantee shall not erect or permit the erection or maintenance of any obstructions within the Easement that would block, limit or otherwise interfere with use or Maintenance of the Easement.

   (b) **Liens**. If any lien is placed on the Easement as the result of Grantee's construction, Maintenance of the Easement, or otherwise, then Grantee shall promptly pay the lien amount due thereunder or take the appropriate action to have the lien removed.

If Grantee defaults in its obligation to remedy (a) an obstruction or (b) a lien of record, then Grantor, at its election, may (i) remedy any such violation in which event Grantor shall be entitled to be reimbursed by Grantee, including interest thereon at the highest rate allowed under the law plus all costs of collection including, but not limited to, reasonable attorneys' fees and costs (whether incurred in negotiations, at trial, upon appeal or during administrative or agency proceedings) and/or (ii) sue Grantee for specific performance, damages and/or any other right or remedy afforded under the law or at equity.

(c) Limited Liability of Parties. Grantee agrees to hold harmless and indemnify the Grantor against any and all future claims, damages, losses, costs and expenses (including reasonable attorneys', legal assistant and paralegal fees and costs, whether incurred during negotiations, at trial, upon appeal or during agency and/or administrative proceedings) incurred because of or relating to any property damage caused by Grantee's agents, licensees, invitees or guests.

9. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision of this Utility Easement, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

10. Governing Law. The Utility Easement shall be governed by and construed in accordance with the laws of the State of Florida.

11. Recordation. The original of this Utility Easement shall be recorded in the Public Records of Duval County, Florida, at the expense of the Grantee.

12. Binding Covenant. The covenant and rights set forth in this Utility Easement shall run with the title to the Property and the lands described in **Exhibit "A"** and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties of this Utility Easement.

13. Amendment. The terms, conditions, obligations, responsibilities, conveyance and provisions of this Utility Easement cannot be amended, altered, or modified in any fashion unless such amendment, alteration, or modification is in writing and executed with the same formality as this Utility Easement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be executed in a manner and form sufficient to bind them as of the date and year first written above.

Signed, sealed and delivered in the presence of:

Barbara Wohlgemuth

Printed Name: Barbara Wohlgemuth

Lauren Edwards

Printed Name: Lauren Edwards

GRANTOR:

BEACHES HABITAT FOR HUMANITY, INC.

Sarah Jared

By:
Its Chief Operating Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 5th day of February, 2026, by Sarah Jared who is [✓] personally known to me or [ ] has produced _____ as identification.

.

JOYCE MARIE FREEMAN
Notary Public - State of Florida
Commission # HH 640106
My Comm. Expires Jun 10, 2029
Bonded through National Notary Assn.

Joyce Marie Freeman

NOTARY PUBLIC – State of Florida
My commission expires: June 10, 2029

GRANTEE:

CITY OF ATLANTIC BEACH
a Florida municipal corporation

By: _____
Name: _____
Title: City Manager

Attest:

By: _____
Donna Bartle, as City Clerk

Exhibit "A"

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

ALL OF SANDY WALK LANE, TOGETHER WITH A PORTION OF LOTS 25 THROUGH 44, INCLUSIVE, AND A PORTION OF TRACT "D", ALL AS SHOWN ON THE PLAT OF COASTAL HAVEN, AS RECORDED IN PLAT BOOK 84, PAGES 78 AND 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULALRLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT "C" AS SHOWN ON SAID PLAT OF COASTAL HAVEN, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID SANDY WALK LANE, BEING A 50 FOOT WIDE PRIVATE RIGHT OF WAY AT THIS POINT; THENCE SOUTH 89°45'42" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 20.00 FEET TO THE NORTHEAST CORNER OF LOT 44 OF SAID PLAT; THENCE SOUTH 01°26'27" EAST ALONG THE EAST LINE OF SAID LOT, 3.00 FEET; THENCE THE FOLLOWING THREE COURSES AND DISTANCES ALONG A LINE BEING 3.00 FEET SOUTH OF AND PARALLEL WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF SANDY WALK LANE: COURSE NO. 1: SOUTH 89°45'42" WEST, 435.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; COURSE NO. 2: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 22.00 FEET AND A CENTRAL ANGLE OF 64°37'23", 24.81 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°26'56" WEST, 23.52 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY; COURSE NO. 3: WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF 104°21'57", 87.43 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°19'13" WEST, 75.84 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT "A" OF SAID PLAT; THENCE NORTH 51°31'40" EAST ALONG SAID SOUTHEASTERLY LINE, 3.07 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SANDY WALK LANE, SAID POINT ALSO BEING ON A CURVE CONCAVE EASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE AND ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY RIGHT OF WAY LINE OF SAID SANDY WALK LANE, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 141°18'43", 110.99 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°20'39" EAST, 84.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°45'37" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SANDY WALK LANE, 517.45 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF MAYPORT ROAD (STATE ROAD NO. A-1-A), BEING A 100 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 01°26'27" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 50.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 32,150 SQUARE FEET AND/OR 0.738 ACRES, MORE OR LESS.



VICINITY MAP (NOT TO SCALE)

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

SHEET 1 OF 2

NOTES
1. Bearings are based on the RECORD PLAT.
2. This is a SKETCH AND LEGAL DESCRIPTION
3. Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
4. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

LEGEND

⊙	DENOTES CONCRETE MONUMENT
A—A	DENOTES FENCE
○	DENOTES 1/2" IRON PIPE SET WITH CAP, L.B. 8295
●	DENOTES IRON PIPE FOUND (NOTED)

DATE	2-5-26
SCALE	1"=50'
JOB No.	24-14519
F.B.	--
page	--
Comp. File	--
Drawn by	W.M

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point	L.B.	Licensed Business
P.R.M.	Permanent Reference Monument	R.L.S.	Registered Land Surveyor
P.O.B.	Point of Beginning	J.E.A.	Jacksonville Electric Authority
P.C.	Point of Curvature	EQUIP	Equipment
P.T.	Point of Tangency	A/C	Air Conditioner
P.R.C.	Point of Reverse Curvature	C.A.T.V.	Cable Television
P.I.	Point of Intersection	OHL	Overhead Lines
R/W	Right of Way	(F.M.)	Field Measured
O.R.V.	Official Records Volume	R=	Radius equals
D.B.	Deed Book	L=	Arc Lenth equals
Pg.	page	Ch.=	Chord Bearing & Distance equals
B.R.L.	Building Restriction Line	Δ=	Delta or Central Angle equals
Esmt	Easement	I.P.	Iron Pipe
		Conc.	Concrete

MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARK WAY, SUITE 107, JACKSONVILLE, FLORIDA 32224
L.B. No. 8295
Tel. (904) 721-1226

THIS IS TO CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17, (formerly CHAPTER 61G17-6) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

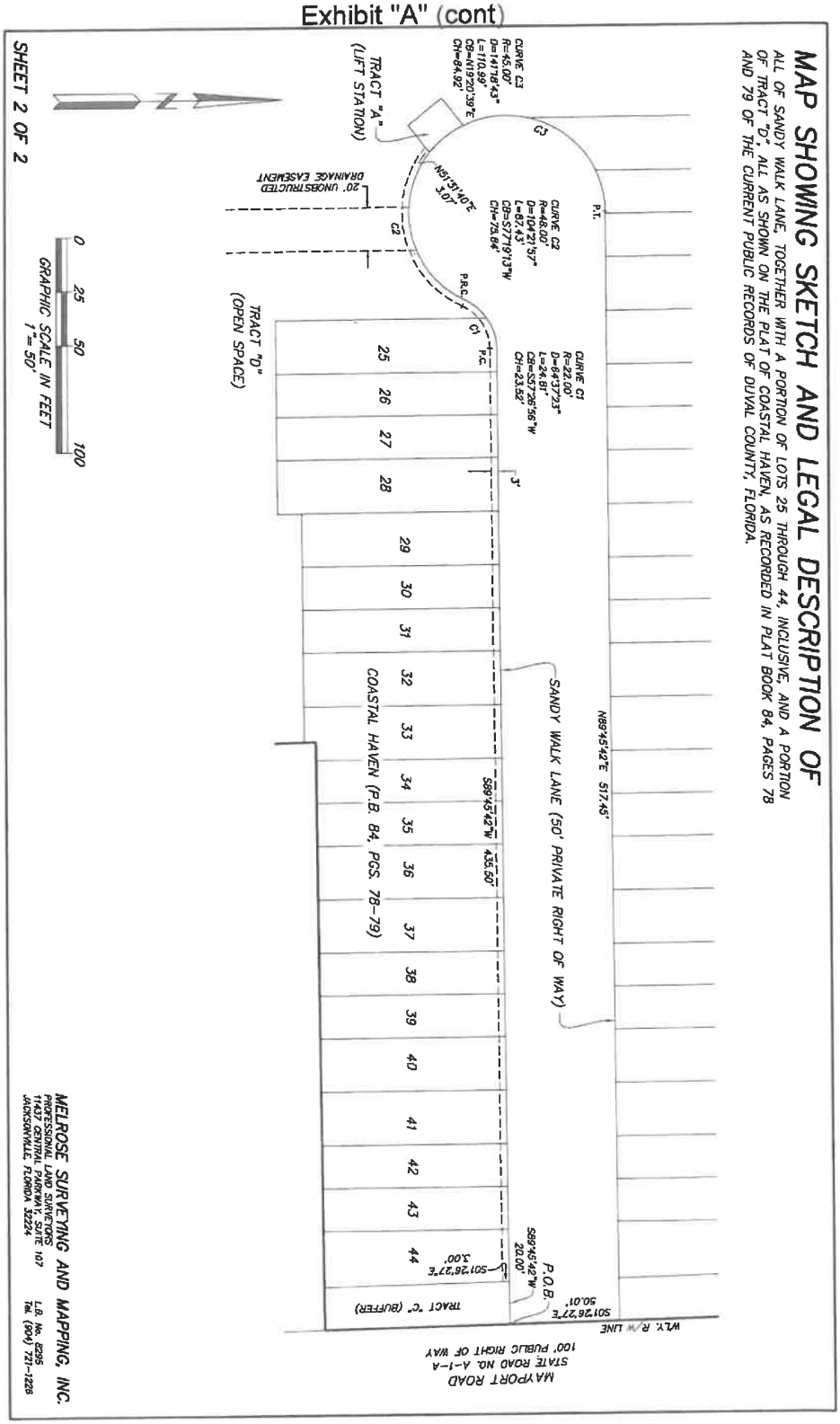
STATE OF FLORIDA
PROFESSIONAL LAND SURVEYOR

BY: WILLIAM J. MELROSE, STATE OF FLORIDA, REGISTERED LAND SURVEYOR, CERTIFICATE NO. 6843

Exhibit "A" (cont)

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

ALL OF SANDY WALK LANE, TOGETHER WITH A PORTION OF LOTS 25 THROUGH 44, INCLUSIVE, AND A PORTION OF TRACT "D", ALL AS SHOWN ON THE PLAT OF COASTAL HAVEN, AS RECORDED IN PLAT BOOK 84, PAGES 78 AND 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.



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11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
L.B. No. 8295
Tel. (904) 721-1228

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-32 to approve Change Order #1 to the Aquatic Gardens Drainage Improvements Project

SUBMITTED BY: Adam Thornton, Public Works Director
Steve Swann, City Engineer

TODAY'S DATE: February 10, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The Aquatic Gardens Drainage Improvements Project is currently underway with Jax Utilities Management, Inc. working as the contractor. During construction, City staff and Jax Utilities Management, Inc. realized additional rip rap installed along the drainage ditch near the property at 297 Aquatic Drive will provide additional long-term erosion protection. The rip rap materials will be provided by the City and the change order is for labor and equipment to install the rip rap. The total cost for the change order will be $39,744.31.

BUDGET: The cost for the Change Order will be fully funded from the remaining project balance of $547,541.14 in Flood Control Infrastructure Account #470-0000-538-63.00.

RECOMMENDATION: Adopt Resolution No. 26-32.

ATTACHMENTS: Resolution 26-32
Change Order #1 Request dated February 6, 2026

REVIEWED BY CITY MANAGER: Kevin Hogancamp

RESOLUTION NO. 26-32

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, TO APPROVE CHANGE ORDER #1 TO THE AQUATIC GARDENS DRAINAGE IMPROVEMENTS PROJECT CURRENTLY UNDERWAY WITH JAX UTILITIES MANAGEMENT, INC. IN THE AMOUNT OF $39,744.31; 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 Aquatic Gardens Drainage Improvements Project is currently underway with Jax Utilities Management, Inc. working as the contractor; and

WHEREAS, during construction, City staff and Jax Utilities Management, Inc. realized additional rip rap installed along the drainage ditch near the property at 297 Aquatic Drive will provide additional long-term erosion protection; and

WHEREAS, the rip rap materials will be provided by the City and Jax Utilities Management, Inc. will provide labor and equipment for installation of the rip rap, and the total cost for the change order will be $39,744.31; and

WHEREAS, the cost for the Change Order will be fully funded from the remaining project balance of $547,541.14 in Flood Control Infrastructure Account #470-0000-538-63.00.

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

SECTION 1. The City Commission adopts Resolution 26-32 and approves Change Order #1 to the Aquatic Gardens Drainage Improvements Project.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with Jax Utilities Management, Inc and approve a Purchase Order to said vendor in the amount of $39,744.31.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of February, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
DEPARTMENT OF PUBLIC WORKS
1200 Sandpiper Lane
Atlantic Beach, FL 32233-4318
TELEPHONE: (904) 247-5834
FAX: (904) 247-5843
www.coab.us

CHANGE ORDER NO. 1

Contractor: Jax Utilities Management

Owner: City of Atlantic Beach

Date: 02/06/2026

Attention: Steve Swann

City Bid No.: 2324-08/09

Project: Aquatic Gardens Drainage Improvement

You are hereby requested to comply with the following changes in the Contract Documents:

1. Revised Scope of Work

ITEM NO.	DESCRIPTION	UNIT PRICE $	DECREASE IN CONTRACT PRICE $	INCREASE IN CONTRACT PRICE $
1	Installation of Additional Rip Rap Materials provided by COAB	$39,744.31		$39,744.31
2				
3				
TOTAL NET INCREASE IN CONTRACT PRICE				

Note: $ 39,744.31 will be added to existing PO 251371 . The balance required to complete the additional work listed in this Change Order will come out of the 10% Contingency amount of $_____, leaving a balance in the Contingency of $_____. 20 additional days are added to the project.

Accepted By: _____ Date: 2/6/2026
Contractor

Approved By: _____ Date: _____
Owner

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution 26-34 to Award Bid 2526-09 2026 Drainage Ditch Maintenance to Sun State Nursery & Landscaping, Inc.

SUBMITTED BY: Adam Thornton, Public Works Director

TODAY'S DATE: February 10, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The purpose of this project is to select a Contractor to perform the annual Drainage Ditch Maintenance Project. On February 4, 2026, five bids were received and opened for Bid 2526-09 2026 Drainage Ditch Maintenance.

The bids ranged from $216,810 to $1,034,906.40, with Sun State Nursery & Landscaping, Inc. being the lowest bidder.

BUDGET: The cost for the project will be funded from the $216,810.00 currently budgeted in the Flood Control Infrastructure Account #470-0000-538-34.00, under project number PW2364.

RECOMMENDATION: Adopt Resolution No. 26-34.

ATTACHMENTS: Resolution 26-34
Bid 2526-09 Bid Analysis
Bid 2526-09 Bid Tabulation

REVIEWED BY CITY MANAGER: Kevin Hogancamp

RESOLUTION NO. 26-34

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING BID 2526-09 2026 DRAINAGE DITCH MAINTENANCE PROJECT TO SUN STATE NURSERY & LANDSCAPING, INC. IN THE AMOUNT OF $216,810; 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 purpose of this project is to select a contractor to perform the annual Drainage Ditch Maintenance; and

WHEREAS, on February 4, 2026, five bids were received and opened for Bid 2526-09 2026 Drainage Ditch Maintenance; and

WHEREAS, the bids ranged from $216,810 to $1,034,906.40, with Sun State Nursery & Landscaping, Inc. being the lowest bidder; and

WHEREAS, the cost for the project will be funded from the $216,810 currently budgeted in the Flood Control Infrastructure Account #470-0000-538-34.00, under project number PW2364.

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

SECTION 1. The City Commission hereby awards Bid 2526-09 2026 Drainage Ditch Maintenance to Sun State Nursery & Landscaping, Inc;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with Sun State Nursery & Landscaping, Inc and approve a Purchase Order to said vendor in the amount of $216,810.00;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of February, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
BID 2526-09
2026 DRAINAGE DITCH MAINTENANCE

DESCRIPTION	Janus Construction	Jax Utilities	MAER Constructure	Sun State Nursery & Landscaping
Price Per 100 Linear Feet (Approximately 5,256 Linear Feet)	$6,858.00	$17,900.00	$8,735.00	$3,750.00
Total Base Bid (5,256 ÷ 100 = 52.56 x Cost Per 100 Linear Feet)	$360,456.48	$940,824.00	$459,111.60	$197,100.00
10% Contingency of Base Bid	$36,045.65	$94,082.40	$45,911.16	$19,710.00
Total (Base Bid + 10% Contingency)	$396,502.13	$1,034,906.40	$505,022.76	$216,810.00

United Land Services
$4,950.00
$260,172.00
$26,017.20
$286,189.20

City of Atlantic Beach
2026 Drainage Ditch Maintenance
Wednesday, February 04, 2026

BID # 2526-09 — 3:00 PM

Required Documents	Janus Construction	Jax Utilities	MAER Construction	Sun State Nursery & Landscaping	United Land Services
Submission in Duplicate	X	X	X	X	X
Document Requirements Checklist	X	X	X	X	X
Bid Form	X	X	X	X	X
Bid Bond - 5%	X	X	X	X	X
Business Tax Receipt	X	X	X	X	X
Proof of Experience - 3-Years	NO - PAST JOBS ARE DATED FROM 2024 THROUGH 2025	X	X	X	X
Qualifications - General Contractor	X	X	X	X	X
Financials - 2 Years	NO - WILL PROVIDE IF LOW BIDDER	NO - WILL PROVIDE IF LOW BIDDER	X	NO	X
Insurance	X	X	X	X	X
References - 3	X	X	X	X	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
Certification Regarding Debarment, Suspension and Other Responsibility Matters	X	X	X	X	X
Certification Regarding Lobbying	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 Certification	X	X	X	X	X
Equal Opportunity Statement	X	X	X	X	X
E-Verify Form	X	X	X	X	X
Exceptions to Solicitation	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 Provision form	X	X	X	X	X
Subcontractor Participation Schedule	X	X	X	X	X
Vendor Certification Regarding Scrutinized Companies Lists	X	X	X	X	X
W-9 Form	X	X	X	X	X
Project Total (5,256 ÷ 100 = 52.56 x Cost Per 100 Linear Feet With Contingency)	$396,502.13	$1,034,906.40	$505,022.76	$216,810.00	$286,189.20

WHILE VERIFYING BIDS, AN ERROR WAS FOUND WITH JANUS CORPORATION. THE ACTUAL TOTAL IS $396,502.13, AND THE WRITTEN TOTAL WAS 360,456.48. THE 10% CONTINGENCY WAS NOT INCLUDED WHEN CALCULATING THE TOTAL.

Award of Bid based on Department Analysis and City Manager and/or Commission Approval

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-35 authorizing the submittal of federal Florida Department of Agriculture and Consumer Services (FDACS) administered by the 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement grant program under the U.S. Department of Agriculture, Forest Service, which provides federal grants to ensure urban forests are more resilient to future storms.

SUBMITTED BY: Amanda L. Askew, Neighborhoods Department Director

TODAY'S DATE: February 12, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The City of Atlantic Beach routinely submits grant applications for federal Florida Department of Agriculture and Consumer Services (FDACS) eligible projects. The Notice of Federal Financial Assistance Funding Opportunity requires a resolution or letter from the eligible applicant's leadership approving the proposal and authorizing the applicant to execute agreements and documents with the grant request must be submitted as part of the proposal.

If the City is awarded the FDACS grant resulting from a submitted application, an additional resolution will be required to authorize the Mayor or City Manager to execute the grant agreement.

BUDGET: We will use "in-kind" staff time for the grant match.

RECOMMENDATION: Adopt Resolution No. 26-35.

ATTACHMENT(S): Resolution No. 26-35

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE SUBMITTAL OF A 2025 URBAN & COMMUNITY FORESTRY NATURAL DISASTER AND RECOVERY SUPPLEMENT GRANT APPLICATION UPON MAYOR OR CITY MANAGER APPROVAL; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AGREEMENTS AND DOCUMENTS PERTAINING TO SUCH FEDERAL ASSISTANCE FOR AND ON BEHALF OF THE CITY OF ATLANTIC BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach applies for grants of various types; and

WHEREAS, the City Commission of the City of Atlantic Beach may delegate the authority to sign grant applications; and

WHEREAS, when the City is selected for funding, the City must execute a grant agreement, and only then are grant requirements binding; and

WHEREAS, the Florida Department of Agriculture and Consumer Services (FDACS) administers the 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement grant program under the U.S. Department of Agriculture, Forest Service, which provides federal grants to ensure urban forests are more resilient to future storm; and

WHEREAS, the City of Atlantic Beach is eligible to apply for federal grants under the 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement grant program and, if awarded, receive grant funding from FDACS/USDA for eligible projects.

NOW THEREFORE, be it resolved that the City Commission of the City of Atlantic Beach authorizes:

SECTION 1. The submittal of a 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement grant program application upon Mayor or City Manager approval.

SECTION 2. The Mayor or City Manager to execute a 2025 Urban & Community Forestry Natural Disaster and Recovery Supplement grant program application pertaining to such federal assistance for and on behalf of the City of Atlantic Beach.

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

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, this 23rd day of February 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approve as to form and correctness:

Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-29 authorizing the City Manager to execute a Department of Defense (DOD) Office of Local Defense Community Cooperation (OLDCC) contract, funding the Naval Station Mayport Emergency Potable Water Source Phase II Project, in the amount of $851,187.85 with American Civil Construction, Inc.

SUBMITTED BY: Troy Stephens, Public Utilities Director

TODAY'S DATE: February 17, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The City of Atlantic Beach is constructing Phase II of the Naval Station Mayport Emergency Potable Water Source project. This project offers significant benefits in terms of regional resilience, fiscal responsibility, and military support.

This project will extend the 12-inch water main at the northern extent of the City's water distribution system from the intersection of Sherry Drive North and Pioneer Drive (termination point of the Phase I project) to an interconnection point at NAVSTA Mayport's property line. The project is the second phase; the first phase was a Fiscal Year 2022-23 DCIP award creating a tie-in to the existing water main at Sherry Drive at the northwest corner of the Oceanwalk community and installing 2,700 linear feet of pipe.

Phase II is funded in part by a Fiscal Year 2024-25 DOD OLDCC award which provides reimbursement for 70% of the project cost. The remaining 30% will be funded through from the currently budgeted Infrastructure Account #400-5504-533-63.00, under project number PU2614.

On January 28, 2026, six (6) qualified bids were received and publicly opened for Bid No. 2526-06, Sherry Drive Water Main Extension – Phase 2. After review for responsiveness and responsibility, staff recommends awarding the contract to the lowest qualified bidder, American Civil Construction, Inc. The proposed contract amount is $851,187.85. This amount is below the project's budgeted estimate and will result in a project underrun. Accordingly, the federal award and required local match will be proportionally reduced in accordance with applicable federal grant requirements and the executed funding agreement.

BUDGET: $851,187.85 impact on a project budget of $1,435,000

RECOMMENDATION: Adopt Resolution No. 26-29.

ATTACHMENTS: Proposed Resolution 26-29
Bid 2526-06 Bid Analysis
Bid 2526-06 Bid Tabulation

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-29

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING DEPARTMENT OF DEFENSE (DOD) OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION (OLDCC) BID 2526-06 SHERRY DRIVE WATER MAIN EXTENSION PHASE TWO PROJECT TO AMERICAN CIVIL CONSTRUCTION, INC. IN THE AMOUNT OF $851,187.85; 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 was awarded a Department of Defense OLDCC grant for purpose of this project is to select a Contractor to perform the second phase of the water main extension along North Sherry Drive, from Pioneer Drive to El Dorado Street; and

WHEREAS, this project offers significant benefits in terms of regional resilience, fiscal responsibility, and military support; and

WHEREAS, on January 28, 2026, six (6) bids were received and opened for Bid 2526-06 Sherry Drive Water Main Extension - Phase 2 Project; and

WHEREAS, the bids ranged from $851,187.85 to $1,187,757.67, with American Civil Construction, Inc. being the lowest bidder; and

WHEREAS, Department of Defense OLDCC grant will fund 70% of the construction of the Sherry Drive Water Main Extension Project; and

WHEREAS, the cost for the project will be fully funded from the $1,435,000 currently budgeted in the Infrastructure Account #400-5504-533-63.00, under project number PU2614.

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

SECTION 1. The City Commission hereby awards Bid 2526-06 Sherry Drive Water Main Extension - Phase 2 to American Civil Construction, Inc.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with American Civil Construction, Inc and approve a Purchase Order to said vendor in the amount of $851,187.85 for the construction of the Naval Station Mayport Emergency Potable Water Source Phase II Project and such other documents as may be necessary to effectuate the purpose 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 23rd day of February, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Sherry Drive Water Main Extension - Phase II
Bid 2526-06
Bid Opening January 28, 2026

				American Civil Const.		Badger Drilling		Hager Construction		
	DESCRIPTION	UNIT	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	TRAFFIC CONTROL (MOT)	LS	1	$21,777.79	$21,777.79	$85,000.00	$85,000.00	$62,855.00	$62,855.00	
2	MOBILIZATION	LS	1	$28,843.25	$28,843.25	$15,000.00	$15,000.00	$74,650.00	$74,650.00	
3	EROSION AND SEDIMENT CONTROL	LS	1	$10,667.64	$10,667.64	$8,500.00	$8,500.00	$15,650.00	$15,650.00	
4	SILT FENCE	LF	1450	$2.80	$4,060.00	$7.25	$10,512.50	$4.00	$5,800.00	
5	12" PVC (DR18) WATER MAIN	LF	1584	$63.62	$100,774.08	$122.50	$194,040.00	$88.00	$139,392.00	American Civil, line 5 actual amount is $475.20 more than amount written w/submitted bid.
6	12" FPVC (DR-18) WATER MAIN (DIRECTIONAL DRILL)	LF	1400	$134.61	$188,454.00	$97.80	$136,920.00	$125.00	$175,000.00	
7	8" PVC (DR18) WATER MAIN	LF	990	$40.37	$39,966.30	$82.50	$81,675.00	$57.00	$56,430.00	
8	6" PVC DR18 WATER MAIN	LF	20	$27.31	$546.20	$55.75	$1,115.00	$65.00	$1,300.00	
9	12" x 12" D.I. Mech. JT. Tee	EA	2	$2,448.76	$4,897.52	$5,000.55	$10,001.10	$5,290.00	$10,580.00	
10	12" D.I. MECH. JT. 90 DEGREE BEND (RESTRAINED)	EA	1	$1,778.07	$1,778.07	$2,400.90	$2,400.90	$2,250.00	$2,250.00	
11	12" D.I, MECH. JT. 45 DEGREE BEND (RESTRAINED)	EA	21	$1,617.81	$33,974.01	$2,157.10	$45,299.10	$2,680.00	$56,280.00	
12	12" D.I. MECH. JT. 22.5 DEGREE BEND (RESTRAINED)	EA	5	$1,270.57	$6,352.85	$2,006.23	$10,031.15	$2,171.00	$10,855.00	
13	12" D.I. MECH. JT. 11.25 DEGREE BEND (RESTRAINED)	EA	1	$1,860.41	$1,860.41	$1,942.45	$1,942.45	$1,900.00	$1,900.00	
14	12" X 6" D.I. MECH. JT. TEE (RESTRAINED)	EA	1	$1,562.48	$1,562.48	$2,518.05	$2,518.05	$2,180.00	$2,180.00	
15	12" X 2" D.I. MECH. JT. TAPPED PLUG (RESTRAINED)	EA	1	$878.26	$878.26	$738.07	$738.07	$865.00	$865.00	
16	12" MECH. JT. GATE VALVE W/BOX & COVER	EA	5	$6,100.06	$30,500.30	$8,927.13	$44,635.65	$5,180.00	$25,900.00	
17	12" X 8" D.I. MECH. JT. REDUCER (RESTRAINED)	EA	2	$1,234.55	$2,469.10	$1,430.15	$2,860.30	$1,610.00	$3,220.00	
18	12" PIPE BELL RESTRAINTS	EA	26	$494.93	$12,868.18	$350.00	$9,100.00	$480.00	$12,480.00	
19	8" X 8" TAPPING SLEEVE & VALVE W/BOX & COVER	EA	1	$8,740.37	$8,740.37	$8,907.25	$8,907.25	$14,688.00	$14,688.00	
20	8" D.I. MEC. JT. 45 DEGREE BEND (RESTRAINED)	EA	14	$792.39	$11,093.46	$1,081.73	$15,144.22	$1,300.00	$18,200.00	
21	8" D.I. MEC. JT. 22.5 DEGREE BEND (RESTRAINED)	EA	6	$790.90	$4,745.40	$1,068.48	$6,410.88	$1,200.00	$7,200.00	
22	8" X 6" D.I. MECH. JT. TEE (RESTRAINED)	EA	1	$1,165.25	$1,165.25	$859.15	$859.15	$1,000.00	$1,000.00	
23	8" X 2" D.I. MECH. JT. TAPPED PLUG (RESTRAINED)	EA	1	$537.92	$537.92	$541.29	$541.29	$865.00	$865.00	
24	8" MECH. JT. GATE VALVE W/BOX & COVER	EA	3	$3,214.99	$9,644.97	$4,702.00	$14,106.00	$4,850.00	$14,550.00	
25	6" D.I. MECH. JT. 90 DEGREE BEND (RESTRAINED)	EA	1	$648.71	$648.71	$862.36	$862.36	$865.00	$865.00	
26	6" MECH. JT. GATE VALVE W/BOX & COVER	EA	2	$2,558.57	$5,117.14	$3,119.42	$6,238.84	$2,988.00	$5,976.00	
27	Install 2" underground flushing valve	EA	2	$2,746.30	$5,492.60	$3,975.00	$7,950.00	$2,100.00	$4,200.00	
28	REMOVE EXISTING BELOW GRADE FLUSHING VALVE	EA	1	$1,087.07	$1,087.07	$4,750.00	$4,750.00	$4,880.00	$4,880.00	
29	CITY STANDARD 6" FIRE HYDRANT ASSEMBLY	EA	2	$7,206.04	$14,412.08	$8,546.25	$17,092.50	$6,255.00	$12,510.00	
30	CONNECT TO EXISTING 12" WATER MAIN	EA	1	$2,333.89	$2,333.89	$7,500.00	$7,500.00	$6,075.00	$6,075.00	
31	SINGLE WATER SERVICE W/TRANSFER OF SERVICE	EA	1	$994.24	$994.24	$1,035.06	$1,035.06	$1,280.00	$1,280.00	
32	DOUBLE WATER SERVICE W/TRANSFER OF SERVICES	EA	1	$1,935.98	$1,935.98	$2,886.78	$2,886.78	$3,000.00	$3,000.00	
33	SOD ALL DISTRUBED AREAS	SY	1700	$7.00	$11,900.00	$24.50	$41,650.00	$26.00	$44,200.00	
34	TREE PROTECTION BARRIER	LF	350	$7.00	$2,450.00	$33.50	$11,725.00	$7.00	$2,450.00	
35	MISC. DEWATERING OF PIPE TRENCH	LS	1	$21,674.20	$21,674.20	$75,000.00	$75,000.00	$27,980.00	$27,980.00	
36	REMOVE AND REPLACE CONCRETE SIDEWALK 4"	SY	620	$117.09	$72,595.80	$130.00	$80,600.00	$86.00	$53,320.00	
37	REMOVE DRIVEWAY CURB	LF	55	$18.49	$1,016.95	$245.00	$13,475.00	$15.00	$825.00	
38	INSTALL FDOT 24" CURB & GUTTER	LF	55	$88.27	$4,854.85	$245.00	$13,475.00	$55.00	$3,025.00	
39	REMOVE DRIVEWAY APRON	SY	38	$51.74	$1,966.12	$195.00	$7,410.00	$27.00	$1,026.00	
40	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	278	$153.59	$42,698.02	$195.00	$54,210.00	$115.00	$31,970.00	
41	SAW CUT, REMOVE & REPLACE ASPHALT (2" SP-12.5)	SY	205	$104.81	$21,486.05	$189.50	$38,847.50	$88.00	$18,040.00	
42	INSTALL AND REMOVE TEMP. 6 FT CHAIN LINK FENCE	LF	315	$21.42	$6,747.30	$47.85	$15,072.75	$64.00	$20,160.00	
43	REMOVE AND REINSTALL EXISTING CHAINLINK FENCE	LF	60	$48.65	$2,919.00	$47.85	$2,871.00	$63.00	$3,780.00	
44	TESTING	LS	1	$5,828.86	$5,828.86	$24,000.00	$24,000.00	$6,575.00	$6,575.00	
45	AS-BUILT DRAWINGS	LS	1	$17,490.47	$17,490.47	$45,000.00	$45,000.00	$15,887.00	$15,887.00	
	TOTAL BASE BID (ITEMS 1-45)				**$773,807.14**		**$1,179,909.85**		**$982,114.00**	
	10% CONTINGENCY OF BASE BID				**$77,380.71**		**$117,990.99**		**$98,211.40**	
	GRAND TOTAL (TOTAL BASE BID + 10% CONTINGENCY)				**$851,187.85**		**$1,297,900.84**		**$1,080,325.40**	

Sherry Drive Water Main Extension - Phase II Bid 2526-06

				Jax Utilities		TB Landmark Const.		TG Utility Company		
	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	TRAFFIC CONTROL (MOT)	LS	1	$185,712.71	$185,712.71	$26,151.00	$26,151.00	$28,215.00	$28,215.00	
2	MOBILIZATION	LS	1	$88,806.80	$88,806.80	$42,500.00	$42,500.00	$54,716.60	$54,716.60	
3	EROSION AND SEDIMENT CONTROL	LS	1	$8,900.00	$8,900.00	$3,090.00	$3,090.00	$836.00	$836.00	
4	SILT FENCE	LF	1450	$3.13	$4,538.50	$2.00	$2,900.00	$1.20	$1,740.00	
5	12" PVC (DR18) WATER MAIN	LF	1584	$90.07	$142,670.88	$187.00	$296,208.00	$138.80	$219,859.20	
6	12" FPVC (DR-18) WATER MAIN (DIRECTIONAL DRILL)	LF	1400	$480.00	$672,000.00	$199.00	$278,600.00	$171.40	$239,960.00	
7	8" PVC (DR18) WATER MAIN	LF	990	$52.41	$51,885.90	$148.00	$146,520.00	$135.30	$133,947.00	
8	6" PVC DR18 WATER MAIN	LF	20	$27.00	$540.00	$60.00	$1,200.00	$124.70	$2,494.00	
9	12" x 12" D.I. Mech. JT. Tee	EA	2	$5,100.30	$10,200.60	$3,470.00	$6,940.00	$2,649.10	$5,298.20	
10	12" D.I. MECH. JT. 90 DEGREE BEND (RESTRAINED)	EA	1	$2,448.90	$2,448.90	$2,932.00	$2,932.00	$1,948.10	$1,948.10	
11	12" D.I, MECH. JT. 45 DEGREE BEND (RESTRAINED)	EA	21	$2,200.50	$46,210.50	$2,454.00	$51,534.00	$2,116.50	$44,446.50	
12	12" D.I. MECH. JT. 22.5 DEGREE BEND (RESTRAINED)	EA	5	$2,049.30	$10,246.50	$2,520.00	$12,600.00	$1,531.20	$7,656.00	
13	12" D.I. MECH. JT. 11.25 DEGREE BEND (RESTRAINED)	EA	1	$1,984.50	$1,984.50	$2,000.00	$2,000.00	$1,652.90	$1,652.90	
14	12" X 6" D.I. MECH. JT. TEE (RESTRAINED)	EA	1	$2,570.40	$2,570.40	$2,998.00	$2,998.00	$2,015.70	$2,015.70	
15	12" X 2" D.I. MECH. JT. TAPPED PLUG (RESTRAINED)	EA	1	$1,204.20	$1,204.20	$2,500.00	$2,500.00	$1,208.90	$1,208.90	
16	12" MECH. JT. GATE VALVE W/BOX & COVER	EA	5	$9,099.00	$45,495.00	$6,341.00	$31,705.00	$5,395.30	$26,976.50	
17	12" X 8" D.I. MECH. JT. REDUCER (RESTRAINED)	EA	2	$1,460.70	$2,921.40	$2,500.00	$5,000.00	$1,501.60	$3,003.20	
18	12" PIPE BELL RESTRAINTS	EA	26	$629.10	$16,356.60	$499.00	$12,974.00	$369.00	$9,594.00	
19	8" X 8" TAPPING SLEEVE & VALVE W/BOX & COVER	EA	1	$8,748.00	$8,748.00	$14,800.00	$14,800.00	$14,891.20	$14,891.20	
20	8" D.I. MEC. JT. 45 DEGREE BEND (RESTRAINED)	EA	14	$1,104.30	$15,460.20	$2,300.00	$32,200.00	$1,235.90	$17,302.60	
21	8" D.I. MEC. JT. 22.5 DEGREE BEND (RESTRAINED)	EA	6	$1,090.80	$6,544.80	$2,000.00	$12,000.00	$934.70	$5,608.20	
22	8" X 6" D.I. MECH. JT. TEE (RESTRAINED)	EA	1	$1,587.60	$1,587.60	$2,500.00	$2,500.00	$1,317.20	$1,317.20	
23	8" X 2" D.I. MECH. JT. TAPPED PLUG (RESTRAINED)	EA	1	$704.70	$704.70	$1,200.00	$1,200.00	$726.80	$726.80	
24	8" MECH. JT. GATE VALVE W/BOX & COVER	EA	3	$4,792.50	$14,377.50	$4,828.00	$14,484.00	$3,590.00	$10,770.00	
25	6" D.I. MECH. JT. 90 DEGREE BEND (RESTRAINED)	EA	1	$880.20	$880.20	$1,250.00	$1,250.00	$817.80	$817.80	
26	6" MECH. JT. GATE VALVE W/BOX & COVER	EA	2	$3,180.60	$6,361.20	$3,578.00	$7,156.00	$2,110.20	$4,220.40	
27	Install 2" underground flushing valve	EA	2	$4,050.00	$8,100.00	$4,250.00	$8,500.00	$2,820.00	$5,640.00	
28	REMOVE EXISTING BELOW GRADE FLUSHING VALVE	EA	1	$700.00	$700.00	$3,000.00	$3,000.00	$1,500.00	$1,500.00	
29	CITY STANDARD 6" FIRE HYDRANT ASSEMBLY	EA	2	$8,707.50	$17,415.00	$11,720.00	$23,440.00	$5,380.90	$10,761.80	
30	CONNECT TO EXISTING 12" WATER MAIN	EA	1	$2,972.70	$2,972.70	$8,588.00	$8,588.00	$16,048.60	$16,048.60	
31	SINGLE WATER SERVICE W/TRANSFER OF SERVICE	EA	1	$936.90	$936.90	$3,000.00	$3,000.00	$1,621.90	$1,621.90	
32	DOUBLE WATER SERVICE W/TRANSFER OF SERVICES	EA	1	$2,608.20	$2,608.20	$4,000.00	$4,000.00	$2,545.60	$2,545.60	
33	SOD ALL DISTRUBED AREAS	SY	1700	$16.77	$28,509.00	$8.50	$14,450.00	$21.10	$35,870.00	
34	TREE PROTECTION BARRIER	LF	350	$5.77	$2,019.50	$6.00	$2,100.00	$14.80	$5,180.00	
35	MISC. DEWATERING OF PIPE TRENCH	LS	1	$31,900.00	$31,900.00	$19,290.00	$19,290.00	$12,360.00	$12,360.00	
36	REMOVE AND REPLACE CONCRETE SIDEWALK 4"	SY	620	$77.00	$47,740.00	$96.00	$59,520.00	$59.90	$37,138.00	
37	REMOVE DRIVEWAY CURB	LF	55	$22.00	$1,210.00	$60.00	$3,300.00	$9.70	$533.50	
38	INSTALL FDOT 24" CURB & GUTTER	LF	55	$58.00	$3,190.00	$100.00	$5,500.00	$55.50	$3,052.50	
39	REMOVE DRIVEWAY APRON	SY	38	$18.00	$684.00	$50.00	$1,900.00	$48.30	$1,835.40	
40	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	278	$107.00	$29,746.00	$135.00	$37,530.00	$120.30	$33,443.40	
41	SAW CUT, REMOVE & REPLACE ASPHALT (2" SP-12.5)	SY	205	$29.00	$5,945.00	$160.00	$32,800.00	$164.80	$33,784.00	
42	INSTALL AND REMOVE TEMP. 6 FT CHAIN LINK FENCE	LF	315	$47.00	$14,805.00	$72.00	$22,680.00	$10.40	$3,276.00	
43	REMOVE AND REINSTALL EXISTING CHAINLINK FENCE	LF	60	$120.00	$7,200.00	$100.00	$6,000.00	$51.50	$3,090.00	
44	TESTING	LS	1	$25,000.00	$25,000.00	$22,000.00	$22,000.00	$8,910.00	$8,910.00	
45	AS-BUILT DRAWINGS	LS	1	$21,000.00	$21,000.00	$7,000.00	$7,000.00	$21,967.00	$21,967.00	
	TOTAL BASE BID (ITEMS 1-45)				**$1,601,038.89**		**$1,298,540.00**		**$1,079,779.70**	American Civil total overall
	10% CONTINGENCY OF BASE BID				**$160,103.89**		**$129,854.00**		**$107,977.97**	difference is $522.73 more
	GRAND TOTAL (TOTAL BASE BID + 10% CONTINGENCY)				**$1,761,142.78**		**$1,428,394.00**		**$1,187,757.67**	than amount submitted.

City of Atlantic Beach
Sherry Drive Water Main Extension - Phase II
January 28, 2026

Bid 2526-06

Required Documents	American Civil Construction	Badger Drilling	Hager Construction	Jax Utilities	TB Landmark	TG Utility
Submission in Triplicate - All Documents	X	X	X	X	X	X
Document Requirements Checklist	X	X	X	X	X	X
Bid Form	X	X	X	X	X	X
Bid Bond - 5% of Bid	X	X	X	X	X	X
W-9 Form	X	X	X	X	X	X
Drug Free Workplace	X	X	X	X	X	X
Public Entity Crimes Statement	X	X	X	X	X	X
Public Records Provisions	X	X	X	X	X	X
E-Verify Form	X	X	X	X	X	X
New Vendor Information Form	X	X	X	X	X	X
Business Tax Receipt	X	X	X	X	X	X
Proof of Experience - 3 years	X	NO - Only from 2024	X	X	X	X
Qualifications - General Contractor or Utility Contractor	X	X	X	X	X	X
Financials - 2 years	X	X	X	NO - Will provide if low bidder	NO - Will provide if low bidder	X
Insurance	X	X	X	X	X	X
References - 3 (w/job description and beginning & end dates)	X	X	X	X	X	X
Agree to Base Bid Specifications / Base Bid Conformance Form	X	X	X	X	X	X
Written Confirmation of Adenda	X	X	X	X	X	X
Certification Regarding Debarment, Suspension, and other Responsibility Matter	X	X	X	X	X	X
Certification Regarding Lobbying	X	X	X	X	X	X
Anti-Kickback Affidavit	X	X	X	X	X	X
Conflict Affidavit	X	X	X	X	X	X
Equal Opportunity Statement	X	X	X	X	X	X
Immigration Law Affidavit	X	X	X	X	X	X
Non-Collusion Certification	X	X	X	X	X	X
Subcontractor Participation Schedule	X	X	X	X	X	X
Vendor Certification Regarding Scrutinized Companies Lists	X	X	X	X	X	X
Bidder's Qualification Statement	X	X	X	X	X	X
Build America, Buy America Acknowledgment	X	X	X	X	X	X
Sam.gov UEI Registration Acknowledgment	X	X	X	X	X	X
Exceptions to Solicitation	X	X	X	X	X	X
Total Base Bid (Items 1-45)	$773,807.14	$117,990.99	$982,114.00	$1,601,038.89	$1,298,540.00	$1,079,779.70
10% Contingency of Base Bid	$77,380.71	$11,799.10	$98,211.40	$160,103.89	$129,854.00	$107,977.97
Grand Total (Base Bid + Contingency)	$851,187.85	$129,790.09	$1,080,325.40	$1,761,142.78	$1,428,394.00	$1,187,757.67

While verifying the bids received, a mathematical error was found with American Civil Construction. The actual total of line item 5 is $100,774.08, which is $475.20 more than the written amount for a total difference of $522.73.

Award of Bid based on Department Analysis or Commission Approval

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-33 Authorizing issuance of an RFP for Executive Search Firm Services for City Manager Recruitment

SUBMITTED BY: Robert Blanco, Director of Human Resources & Risk Mgmt.
Bruce Bole, Mayor Pro Tem / Commissioner

TODAY'S DATE: February 13, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The City has a vacancy in the City Manager position. The Commission desires to conduct a professional recruitment process utilizing an external executive search firm consultant to assist in identifying and recommending qualified candidates for consideration and potential appointment.
Engaging an experienced search firm consultant will provide expertise in national recruitment, candidate screening, and process management including a citizen advisory committee, while allowing staff to maintain continuity of daily operations.

BUDGET: Finance has identified available salary lapse funding resulting from the current vacancy. After accounting for separation and severance costs associated with the prior City Manager, approximately $116,998 is projected to be available in the current budget year and may be utilized for recruitment expenses.

RECOMMENDATION: Approve Resolution No. 26-33.

ATTACHMENT(S): 1. Resolution No. 26-33
2. Draft RFP

RESOLUTION NO. 26-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR EXECUTIVE SEARCH FIRM SERVICES FOR THE RECRUITMENT OF A CITY MANAGER; PROVIDING FOR AUTHORITY TO ADVERTISE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach currently has a vacancy in the position of City Manager; and

WHEREAS, the City Commission desires to conduct a professional and comprehensive national recruitment process to identify the most qualified candidates; and

WHEREAS, the City Commission finds that engaging an executive search firm with expertise in municipal recruitment will assist in attracting qualified candidates, conducting applicant screening, and working with a citizen advisory committee and ultimately providing recommendations to the Commission; and

WHEREAS, funding is available within the current budget from salary lapse savings resulting from the vacancy to support recruitment expenses for a consultant search firm; and

WHEREAS, issuance of a Request for Proposals (RFP) is the appropriate procurement method to solicit competitive proposals from qualified executive search firm consultants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, that

SECTION 1. AUTHORIZATION.

The City Commission hereby authorizes staff to finalize draft RFP, issue, and advertise a Request for Proposals (RFP) for executive search firm services to assist in the recruitment of candidates for the position of City Manager.

SECTION 2. EVALUATION AND RECOMMENDATION.

Staff is authorized to receive proposals, conduct evaluations consistent with City procurement procedures, and present a recommendation for Commission approval.

SECTION 3: FUNDING

Funding for recruitment services shall be drawn from available salary lapse savings as identified by Finance.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, Florida, this 23rd day of February 2026.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, City Attorney

City of Atlantic Beach, FL

REQUEST FOR PROPOSAL

RFP 26-03

City Manager Executive Search Firm

RFP OPENING: TBD

800 Seminole Road

Atlantic Beach, FL 32233

City of Atlantic Beach RFP No. 26-03

The City of Atlantic Beach, Florida invites qualified firms to submit proposals to provide:

Executive Search Services – City Manager Recruitment

The City intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The City of Atlantic Beach, Florida (the "City") will receive proposals in person at the address listed below:

The City's contact information for this RFP is: City

City of Atlantic Beach
Procurement Office
800 Seminole Road
Atlantic Beach, Florida 32233
Telephone: 954-247-5800
Email: pdrake@coab.us

RFP documents may be obtained via the Internet at the City of Atlantic Beach website this RFP is posted or by contacting the Procurement Manager at pdrake@coab.us. See Part II, Section H of the RFP for information regarding submitting a proposal.

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive or irregular. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

City of Atlantic Beach, FL RFP No. 26-03

Part I – Statement of Work & Scope

PART I - STATEMENT OF WORK

A. OBJECTIVE

The City of Atlantic Beach is seeking proposals from qualified vendors to provide executive search and recruitment services for the City Manager position. Firms shall submit proposals in accordance with the requirements of this RFP and strict accordance with specifications in the Request for Proposals.

The selected firm will work closely with the Atlantic Beach City Commission, a citizen advisory committee and designated staff to develop and conduct a search and selection process for this key leadership position. Materials submitted by respondents are subject to public inspection under the Florida Public Records laws unless exempt.

B. GENERAL INFORMATION

The City of Atlantic Beach is a small coastal community consisting of approximately three square miles of land area and a population less than 14,000. The City is located between two miles of Atlantic Ocean beachfront on the east and the expansive marsh and estuarine environment of the San Pablo Creek/Intracoastal Waterway on the west. With all of our natural beauty and nice weather we have many pedestrians and cyclists enjoying the outdoors. The City is a near fully-developed municipality where the predominant land use is residential consisting of stable and well-established neighborhoods. The City possesses a unique character and "personality" where a high quality of life, diverse recreational activities, preservation of community character, and protection of natural resources are day-to-day priorities to residents and elected officials as well

PROJECT SCOPE

The successful consulting firm will be expected, at minimum, to perform the following:

1. Consultation & Needs Assessment
    a. Meet with the City key stakeholders to understand organizational culture, needs, and expectations.
    b. Define qualifications, skills, and experience desired for the position.
2. Recruitment Strategy
    a. Develop and implement a recruitment strategy.
    b. Prepare and distribute recruitment materials.
    c. Advertise the position through appropriate channels, including professional associations and publications.
3. Candidate Screening
    a. Receive and review all applications.

   b. Conduct preliminary screening and interviews.
   c. Coordinate with citizen advisory committee during review process.
   d. Present a list of qualified candidates to the City commission designees.
4. Candidate Evaluation & Selection
   a. Facilitate background checks, reference checks, social media checks, and verification of degrees and credentials.
   b. Assist with the development of interview questions and evaluation tools.
   c. Assist in coordinating both virtual and in-person interviews, including logistics, technical setup, and candidate preparation.
   d. Support the final selection and negotiation process.
5. Additional Services
   a. Provide optional services such as stakeholder engagement, community outreach, or onboarding assistance.

REQUIRED CONTENT OF PROPOSAL

General Requirements

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the consultant. Proposals shall contain the following:

1. Firm Background
   a. Company history, size, location, and qualifications.
   b. Resumes of key personnel who will be assigned to the project.
2. Relevant Experience
   a. Description of past recruitments for similar positions, particularly in local government.
3. Work Plan & Timeline
   a. Detailed plan outlining how the recruitment process will be conducted.
   b. Estimated timeline for each phase.
4. Deliverable Expectations:
   a. Number of qualified candidates expected
5. Frequency of progress updates
   a. Target timeline for shortlisting
6. Cost Proposal
   a. Total cost and fee breakdown (e.g., fixed fee, hourly rate, reimbursable expenses).
7. References
   a. Minimum of three (4) references from recent clients with similar engagements.

RFP Check List

Please provide a completed RFP Checklist (Attachment 1). Please include the official name, address, phone number, fax number, email address of the vendor, as well as the name of the principal contact person and the name of the person authorized to execute the contract.

Proposed Cost of the Project

1. Provide a detailed project budget.
2. Budget will include all additional options, priced separately for any services that the City

might request outside the scope of the items in the RFP.
3. Any incidental expenses, such as copying, mailing, travel type charges must be clearly stated in the proposal.
4. Prices quoted shall be firm and not subject to increases during the term of the contract that the vendor and City may enter into as a result of the proposal.

Please confirm the consultant's ability to meet the minimum requirements. Please explain any exception to the consultant's ability to meet these minimum requirements.

EVALUATION CRITERIA

The City Commission or citizen review committee designees and/or staff review team will evaluate all proposals received by the submission deadline. The evaluation will be based on a combination of objective qualifications and subjective judgment, with the goal of selecting the firm that best aligns with the City's needs and expectations. The following criteria will be considered in the selection process:

- Experience and qualifications
- Understanding of scope and approach
- Prior success in previous recruitments for the position of City Manager.
- Proposed timeline including schedule and availability
- Cost and overall value
- References

Finalist firms may be invited to participate in an interview with City staff and/or the City Commission during the March or April 2026. If selected, firms should be prepared to:

- Provide a brief presentation (10 minutes) including the following:
  - Outline of approach to recruitment, timeline, and proposed team members.
  - Demonstrate familiarity with the role of City Manager and municipal operations.
  - Discuss capacity and availability to begin the engagement on or before the anticipated start date.
- Respond to a structured Q&A session with City representatives focused on qualifications, candidate sourcing strategies, and experience with similar recruitments.

The interview may be held in person or virtually, at the City's discretion. Specific format and instructions will be provided to selected firms in advance.

GENERAL CONDITIONS

1. All proposals must conform to the requirements of this RFP and must be submitted according to the outline set forth in Sections in this RFP.
2. The City of Atlantic Beach reserves the right to reject any or all proposals, to waive any defects in the proposals received, and to select the consultant considered the most advantageous to the City.
3. Proposals received after the deadline and/or received unsigned shall be considered void and will NOT be considered.

4. All proposals, responses, inquiries, correspondence or other documents relating to this RFP will become the property of the City when received.

The City reserves the right to use any or all ideas presented in any proposal, whether amended or not; selection or rejection of a proposal does not affect this right.

RFP Timeline

Milestone	Date
RFP Issue Date	February 26 2026
Deadline for Questions	March 30, 2026
Proposal Due Date	April 8, 2026
Interviews/Presentations	April 13th - 17th, 2026
Award of Contract	April 27, 2026
Anticipated Start Date	May 2026

All dates are subject to change at the discretion of the City.

The selected firm will be required to sign a contract with the City, the form and substance of which must be acceptable to the City. The City most likely will not agree to execute the consultant's standard contract. Please see Attachment 2 for the City's standard Professional Services Agreement. All necessary insurance, business license, and other documents will need to be provided as required.

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** or **Contractor** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **City** shall mean the City of Atlantic Beach, City Commission or Designee, as applicable, and any officials, employees, agents, and elected officials.

The City's contact information for this RFP is:

Patty Drake
Procurement Manager
800 Seminole Road
Atlantic Beach, Florida 32233
Telephone: 904-247-5800
Email: pdrake@coab.us

INVITATION TO PROPOSE: PURPOSE

The City solicits proposals from responsible proposers to perform work for or provide goods and/or services to the City as specifically described in Part I, Statement of Work.

B. CONTRACT AWARD/TERM

The City Commission anticipates entering a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one contract if it is in its best interest. If the City selects a proposal, the City will provide a written notice of the award.

The proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the City Attorney and has been executed by both the City (with Commission approval, if applicable) and the successful proposer. The contract will be for one year term, with the potential for one extension depending on performance.

C. PROPOSAL COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

City of Atlantic Beach RFP No. 26-03
Part II – General Information

D. INQUIRIES

The City will not respond to oral inquiries. Proposers may email written inquiries for interpretation of this RFP to the attention of the Patty Drake, Procurement Manager, pdrake@coab.us. Please mark the correspondence "RFP No. 26-03 QUESTION".

The City will respond to written inquiries received at least 7 calendar days prior to the date scheduled for submission of the proposals. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If an addendum is issued, the City will post the written addendum to the City's site at www.coab.us/bids. Although the City will try to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

E. DELAYS

The City may postpone scheduled due dates in its sole discretion. The City will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

F. PRE-PROPOSAL MEETING

No pre-proposal meetings are scheduled. However, proposers may schedule an on-site visit with the Director of Human Resources, Monday through Friday from 8:00 AM to 3:30 PM, the week of March 23rd - Friday, March 27th. Proposers should contact Robert Blanco at rblanco@coab.us to schedule such meetings.

G. PROPOSAL SUBMISSION

Proposals shall be submitted in TRIPLICATE by 2:45 PM on Wednesday, April 8th, 2026. All responses must be sealed and delivered in an enclosed envelope/package-and endorsed as follows:

Patty Drake
Procurement Manager
800 Seminole Road
Atlantic Beach, Florida 32233
"RP 26-03: City Manager Executive Search Firm, due Wednesday, April 8th, 2026"

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the City by the specified due date and time. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the City's opening of Proposals. Proposals, once opened, become property of the City and will not be returned.

City of Atlantic Beach RFP No. 26-03
Part II – General Information

H. PROPOSAL FORMAT

To ensure a uniform review process and to obtain the maximum degree of comparability, the City requires the proposals to be organized in the manner specified herein. Proposers shall use the proposal forms provided by the City herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents. Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal - This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the City. The letter must name all the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the proposer must sign the letter of transmittal.

2. Title Page - The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents - Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications - This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services. Each Proposer must include:
   - Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
   - A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
   - Resumes and/or professional qualifications of all primary individuals and identify the person(s) who will be the City's primary contact and provide the person(s') background, training, experience, qualifications, and authority.
   - Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the City website.

City of Atlantic Beach RFP No. 26-03
Part II – General Information

I. EXPERIENCE

The proposer must describe its expertise in and experience with providing services similar to those required by this RFP. Describe previous experience relating to the scope of work requested in this RFP. Please describe the work performed and include contact information for no less than (4) references, the time the similar agency was engaged and a list of accomplishments for each.

J. APPROACH TO PROVIDING SERVICES

This section of the proposal should explain the scope of work as understood by the proposer and detail the approach, activities, and work products to be provided.

K. COMPENSATION

The proposal shall document the fee proposal for the requested services on RFP Form C.

L. CONFLICT OF INTEREST

All Proposers must disclose with their Qualifications Statement the name of any officer, director, or agent who is also an employee or former employee or vendor of the City. Further, all Proposers must disclose if any City employee owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. If there is such involvement, a proposal may not be submitted for consideration.

M. ADDITIONAL INFORMATION

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

N. PROPOSAL – PROCEDURAL INFORMATION

1. Interviews - The City reserves the right to conduct interviews or require presentations prior to selection. The City is not responsible for any expenses which proposers may incur in connection with a presentation to the City or related in any way to this RFP.

2. Request for additional information - The proposer shall furnish such additional information as the City may reasonably require. This may include information which indicates financial stability as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Alternate Proposals - An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of

this RFP. The City will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the City's best interest.

4. Proposal Binding - All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following the proposal opening. City may desire a proposal after the 120-day period. In such case, the proposer may choose whether to continue to honor the proposal terms.

5. Proposer's Certification Form - Each proposer **shall** complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

City of Atlantic Beach RFP No. 26-03
Part II – General Information

O. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the proposer releases and agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. By statute, the contract will also contain the following clauses:

CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the agreement, and following completion of the agreement until the records are transferred to the CITY.

Upon request from the CITY's custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this agreement are and shall remain the property of the CITY.

Upon completion of this agreement or in the event of termination by either party, any or all public records relating to the agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the City Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this agreement, the CONTRACTOR shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-247-5809, dbartle@coab.us, or by mail: City Clerk, 800 Seminole Road, Atlantic Beach, FL 32233.

P. IRREGULARITIES: REJECTION OF PROPOSALS

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Q. EVALUATION METHOD AND CRITERIA

1. General - The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including shareholders, principals, and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The City's evaluation committee shall evaluate all responsive submittals based on the following criteria. Each member of the evaluation committee will conduct an independent review of the responsive proposals after the scheduled request for proposal opening date. Each committee member will score the proposals by giving a score based on the point system outlined below. The committee members' scores will then be added together, and those scores will be the basis for the cumulative ranking. After the committee members' scores are added together and totaled, the firm with the highest cumulative score will be the first ranked firm.

City of Atlantic Beach RFP No. 26-03
Part II – General Information

Criteria	Max Points
Meets Scope of Work Requirements	25
Experience with other local governments within the State of Florida	25
Qualifications and Experience of Principals and Staff	15
Financial Stability	15
History and Past Performance of the Proposer	10
Proposed Cost and Fees/Commission	10

2. Selection - The City Commission may appoint an evaluation committee (the "Committee") to evaluate the proposals. Depending on the number of responses received, the Committee may short-list the proposers to facilitate a more in-depth analysis of manageable number of responses. The short-listed proposers may or may not be interviewed by the Committee. The Committee will review and rank all proposals received and establish a list of selected proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. The Interim City Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the City Commission and the City Commission shall make a final award. The City Manager, the Committee, or the City Commission may request oral presentations from the Proposers. Proposers are advised that the City reserves the right to conduct negotiations with the most qualified proposer. Each proposer should endeavor to submit its best proposal initially.

R. RFP SOLICITATION & SELECTION SCHEDULE

EVENT	DATE
Broadcast Date	Est. February 26, 2026
Hosted On-Site Visits	March 23-27, 2026
Q&A Submittal Deadline	March 30, 2026
Proposal Due Date	April 8, 2026
Evaluations Committee Meeting	April 13th – 17th 2026
Date of City Commission Meeting	April 27, 2026

City of Atlantic Beach RFP No. 26-03
Part II – General Information

S. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, proposer warrants and represents that:

— Proposer has examined and carefully studied all data provided, and any applicable addenda; receipt of which is hereby acknowledged.

— Proposer has visited if necessary the relevant site and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.

— Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.

— If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by proposer, including safety precautions and programs incident thereto.

— Proposer has given City written notice of all conflicts, errors, ambiguities, or discrepancies that proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the City is acceptable to proposer.

— The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.

— No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the City has any interest, financially or otherwise, in the RFP or contract.

SCRUTINIZED COMPANIES

Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate any agreement awarded pursuant to this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of such agreement.

If such agreement is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate such agreement at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business

operations in Cuba or Syria during the term of such agreement. Proposer and any proposed subcontractors are not on the Scrutinized Companies that Boycott Israel List.

— No officer or employee of the City of Atlantic Beach, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors must also adhere to this policy and it must be included in their contracts as well. Proposer shall not give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

— Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

— Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

T. *Indemnification*

Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any resulting contract from this RFP, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this RFP or resulting contract. Contractor shall reimburse the City for all the City's expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of any resulting contract from this RFP. Nothing in this RFP or resulting contract shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from purchasing upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name):
   - 1.1. The correct and full legal name of the proposer is:
   - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation):
   - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
3. The address of the principal place of business is:
4. Company telephone number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide County business tax receipt number, if applicable, and expiration date:
9. Indicate how many years your organization has been in business. Does your organization have a specialty?
10. List the last four projects of this nature that the firm has completed. Please provide project description, references, and contact information and cost of work completed:
11. Respond to the following questions. Have you ever failed to complete any work awarded to you? If so, where, and why:

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are in progress as of the date of submission of this Proposal for your company, division, or unit as appropriate:

Name of Project	Contract with:	Contract Amount	Date Contract Began	Date Contract Ends (Ended)

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract:

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the City Commission, whose approval shall not be unreasonably withheld.

14. Please provide a list of proposed vendors or outside website services from vendors you would schedule or use for this project.

RFP Form B

Proposer: _____

REFERENCE FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE

Give names, addresses and telephone numbers of four agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact:
   Title of Contact:
   Email:
   Telephone Number:
   Project/Services:

2. Name of Contact:
   Title of Contact:
   Email:
   Telephone Number:
   Project/Services:

3. Name of Contact:
   Title of Contact:
   Email:
   Telephone Number:
   Project/Services:

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The proposer shall provide the cost of services proposed in this RFP.

If the Proposer has an alternative fee schedule in mind, it shall be outlined here:

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Note: The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 30 days to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the CITY required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or proposer hereby authorizes the City of Atlantic Beach, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the City's standard professional services contract, in the form approved by the City Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

_____
Name of Business

By: _____
Signature

_____
Print Name and Title

_____

_____
Mailing Address

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-36 (Rental Agreement for Jack Russell Park Baseball Facilities)

SUBMITTED BY: Kevin Hogencamp, Interim City Manager KH

TODAY'S DATE: February 19, 2026

MEETING DATE: February 23, 2026

BACKGROUND: The City and the non-profit Atlantic Beach Athletic Association (ABAA) have maintained a partnership since at least 1989 to provide youth baseball programming to Atlantic Beach residents.

- **Program Scope:** ABAA offers spring and fall leagues for children ages 3 to 12.
- **Operational Roles:** The City provides facilities and support at Jack Russell Park; ABAA manages league operations and field maintenance.
- **Community Impact:** ABAA is an all-volunteer organization; no board members or coaches are compensated. Per ABAA, approximately 45% of participants reside within the 32233 zip code, which includes Atlantic Beach and the Mayport area of Jacksonville.
- **Growth:** Due to the program's success, participation has grown exponentially in recent years.

Contractual History

The parties last entered a long-term agreement in 2021 and have continued operations under those terms post-expiration. City staff and ABAA leadership have worked cooperatively to reconcile historical compliance matters and negotiate a new agreement. The proposed resolution authorizes the City Manager to execute future amendments as needed to ensure the agreement remains adjusted to community needs.

DECISION ON SUNDAY PLAY

The only contractual divide between City Staff and ABAA concerns Sunday play during the Atlantic Beach Farmer's Market. As both activities share limited space, the City must balance high-traffic community events with youth sports.

- **Infrastructure Strain:** Weekend activities significantly impact parking and traffic infrastructure.
- **Historical Context:** In 2021, the City moved the Farmer's Market to Sundays specifically to accommodate ABAA.

- **Current Status:** ABAA and the Farmer's Market have both expanded since, and in 2025, the City Commission designated itself as the arbiter of this matter to formally resolve the scheduling conflict.

Sunday Play Options

Option	Description	Staff Position
Option 1	**Restrict Morning Travel Play**	Recommends that #5 Baseball Fields (Page 5) states: "Renter hereby acknowledges and agrees that the Farmer's Market operates from 10 a.m. to 2 p.m. on Sundays and accordingly, access to the Facilities and Baseball Fields by teams outside of the Atlantic Beach's jurisdiction (e.g. travel/all-star teams) is prohibited prior to 1:30 p.m. on Sundays."
Option 2	**No Restrictions**	ABAA desires that the above statement be excluded from the agreement.
Option 3	**Other**	

RECOMMENDATION: Select Option 1, 2 or 3 and Adopt Resolution No. 26-36

Recommended Motion to Approve Option 1 (Staff Recommendation): "I move to adopt Resolution No. 26-36, authorizing the City Manager to execute a Rental Agreement with the Atlantic Beach Athletic Association for the Jack Russell Park baseball facilities, incorporating Option 1, which restricts access for teams outside of Atlantic Beach's jurisdiction on Sundays prior to 1:30 p.m."

OR

Recommended Motion to Approve Option 2 (ABAA Request): "I move to adopt Resolution No. 26-36, authorizing the City Manager to execute a Rental Agreement with the Atlantic Beach Athletic Association for the Jack Russell Park baseball facilities, incorporating Option 2, which removes the Sunday morning play restrictions for travel and all-star teams.

OR

Other Motion to-be-Determined

ATTACHMENTS
Resolution No. 26-36
Proposed City-ABAA agreement
Exhibit A (public records provisions)
ABAA 2025 Financial Disclosure Document

REVIEWED BY CITY MANAGER: KH

RESOLUTION NO. 26-36

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL AGREEMENT WITH THE ATLANTIC BEACH ATHLETIC ASSOCIATION (ABAA) FOR THE USE OF BASEBALL FACILITIES AT JACK RUSSELL PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS TO ENSURE THE AGREEMENT REMAINS ADJUSTED TO COMMUNITY NEEDS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach and the non-profit Atlantic Beach Athletic Association (ABAA) have maintained a partnership since at least 1989 to provide youth baseball programming to Atlantic Beach residents; and

WHEREAS, ABAA provides essential community services as an all-volunteer organization, offering spring and fall leagues for children ages 3 to 12 at Jack Russell Park; and

WHEREAS, participation in ABAA programming has grown exponentially in recent years, with approximately 45% of participants residing within the 32233 zip code; and

WHEREAS, the parties last entered a long-term agreement in 2019 and now seek to execute a new agreement to reconcile historical compliance matters and address current community needs; and

WHEREAS, the City must balance the infrastructure strain on parking and traffic caused by high-traffic community events, such as the Atlantic Beach Farmer's Market, with youth sports operations.

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

SECTION 1. The City Commission hereby approves the Rental Agreement with the Atlantic Beach Athletic Association (ABAA) for the Jack Russell Park baseball facilities.

SECTION 2. The City Commission adopts **[INSERT OPTION 1, 2 OR 3 HERE]** regarding Sunday play restrictions at the facilities.

- **[If Option 1 is selected]**: Access to the Facilities and Baseball Fields by teams outside of the Atlantic Beach's jurisdiction (e.g. travel/all-star teams) is prohibited prior to 1:30 p.m. on Sundays.
- **[If Option 2 is selected]**: The agreement shall exclude restrictions for travel and all-star teams regarding Sunday morning play.
- **[If Option 3 is selected]**: Other Motion to-be-Determined

SECTION 3. The City Manager is authorized to execute the Rental Agreement and any future amendments as needed to ensure the agreement remains adjusted to community needs.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of February 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
RENTAL AGREEMENT FOR JACK RUSSELL PARK BASEBALL FACILITIES

AGREEMENT made and entered into this ___ day of _____ 2026 at Atlantic Beach, Duval County, Florida, by and between CITY OF ATLANTIC BEACH, a Florida municipal corporation, 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter "City"), and ATLANTIC BEACH ATHLETIC ASSOCIATION of Atlantic Beach, Florida, P.O. Box 331235, Atlantic Beach, FL 32233 (hereinafter "Renter").

WHEREAS, Renter desires to utilize the Jack Russell Park Baseball Facilities (hereinafter "Facilities") for the purpose of administering the Atlantic Beach community's baseball program for boys and girls in partnership with City; and,

WHEREAS, Facilities include the Baseball Fields located at Jack Russell Park, and associated common areas, and the Concession Building (Facilities and Baseball Fields expressly do not include any other fields, except as otherwise provided herein); and

WHEREAS, Renter desires to use Facilities on a recurring basis such as daily, weekly, monthly, during particular Baseball Seasons, or the like, at times as expressly set forth in this Agreement, which is more than a one-time use; and

WHEREAS, City acknowledges that Renter is providing a valuable recreational function for the Atlantic Beach community; and

WHEREAS, this Agreement was instituted in principal in 2021; and

WHEREAS, the parties are in agreement regarding ratification of the 2021 agreement-in-principal on the terms set forth herein.

NOW THEREFORE, in consideration of the covenants and promises as set forth herein, and any rental payment made hereunder, and other valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, it is

AGREED AS FOLLOWS:

1. **Rental Term:** The terms and conditions of this Agreement shall commence upon the date of the execution of this Agreement.

2. **Amount and Time of Payment:** Renter, in exchange for use of Facilities, shall pay to City an annual fee of $1.00 at the time of signing this Agreement. ABAA also agrees to pay for two hours of Park Ranger coverage each Friday and Saturday night (on game nights) at a rate of $39.68 per hour. City shall invoice Renter, accordingly, following each season. Before the Agreement is executed, Renter shall provide City with: evidence satisfactory to the City Manager of Renter's non-profit status; and (2) proof of a comprehensive $1,000,000.00 public liability insurance policy naming the City of Atlantic Beach as additional insured.

3. **Termination/Renewal.** This Agreement terminates on December 31, 2026, and may be automatically renewed for a one-year period beginning January 1, 2027 and terminating on

December 31, 2027, upon written confirmation by the parties (which can be via email), and annually thereafter, as long as Renter is not in default of this Agreement. It also may be terminated upon thirty (30) days' written notice by either party, provided such termination date occurs after the conclusion of a scheduled Baseball Season or tournament. Such notice shall be delievered by email to (a) "City of Atlantic Beach Recreation Manager" at recreation@coab.us and to (b) "ABAA Board" at the email addresses provided by Renter at the beginning of each season.

4. **Conditions:** This Agreement is made and entered into upon the following express covenants and conditions every one of which Renter hereby covenants and agrees to abide by and perform:

   a. No fees or admission costs shall be charged to the public unless approved in writing by the City Manager. Non-baseball activities, equipment, or outside vendors may not operate without prior written City approval.

   b. No sale, distribution or use of alcoholic beverages shall be permitted without the written permission of the City Manager.

   c. A financial statement satisfactory to the City Manager shall be provided for 2025, (and if requested by the City Manager, for any previous years). Effective on January 1, 2026, Renter shall provide quarterly financial statements satisfactory to the City Manager. Further, commencing on January 1, 2027 (for the year of 2026), and no later than April 15 of each year, Renter shall submit a Certified Public Account's (CPA) compilation report and complete set of financial statements for the previous year, which includes: (i) Statement of Financial Position (Balance Sheet) showing assets, liabilities, and Net Assets at a specific date; (ii) Statement of Activities (Income Statement) detailing revenues (contributions, fees, etc.) and expenses, showing the change in net assets for the period; (iii) Statement of Cash Flows reporting how income and balance sheet changes affect cash and cash equivalents; and (iv) Statement of Functional Expenses classifying expenses by both function (e.g., Program Services, Management & General, Fundraising) and nature (e.g., salaries, utilities). City shall have the right at any given time to audit Renter's books and records related to revenues, scholarships or any financial/monetary aspect of this Agreement.

      Additionally, prior to youth utilizing the field each Baseball Season while this Agreement is in effect, Renter shall provide the following to the City: (i) a list, contact information, and titles of board of directors' members; (ii) a list and contact information of league coaches, including confirmation of abuse prevention training and background checks; and (iii) a report listing the number of players, their City and zip codes, and gender. Registration, excluding Babe Ruth, shall be capped at 488 players per season. Notwithstanding the total registration cap, Renter shall be limited to no more than 18 combined teams at the Majors and Minors levels. Renter shall in good faith offer registration priority to City of Atlantic Beach residents. Renter shall submit a plan for the implementation of said resident registration priority to the City documenting such City-priority for each Baseball Season, prior to the commencement of each season.

d. Renter shall ensure compliance with all city, state and federal laws, including but not limited to any rules, policies, requirements and regulations of the City (and the County) for the safe operations and management of the Facilities and public health and safety protocols.

e. Renter shall allow no discrimination based on race, sex, age, religion, national origin, and disability or otherwise. Renter shall actively promote that the program is equally open to boys and girls.

f. Renter shall make no alterations to Facilities without the express written consent of the City Manager or his/her designee.

g. City shall be financially responsible for standard public utilities (electric, water, sewer) associated with Facilities and will provide two loads of clay annually for field maintenance. Renter shall perform regular field maintenance (dragging, lining) and daily trash removal (beyond compensating Park Ranger on weekends). Renter shall submit its annual maintenance logs and photos to City. Renter shall return the Facilities in in the same/better condition, normal wear except after its use. Renter shall be liable for all repairs on the premises, beyond normal wear. In the event it has been notified of any damage or repairs by the City and it hasn't fixed such items within ten (10) days of such notification, the City shall have the right (but not the duty) to perform any and all such repair work and bill the Renter who shall compensate the City within ten (10) days of its receipt of such bill.

h. Renter shall maintain the Concession Building and surrounding areas, in good working order, and in clean, broom-swept condition, to the satisfaction of City and any applicable public health agencies. Renter shall acquire public health agency permits, if applicable and as required.

i. Renter shall correct any discrepancies noted by City. Should City require corrective action, such action shall be the financial responsibility of Renter.

j. Renter's use of or responsibility for Facilities is not applicable outside of the dates and times as set forth in this Agreement, unless reservations have been made through the City. Priority use of Donner Park shall be given to other city programs such as flag football or the Boys & Girls Club, within the sole discretion of the City.

k. Renter shall leave the Concession Building in clean condition in the event it is used by the City, which in turn shall leave the Building in clean condition and Renter's equipment in working order. The Renter has the right to be present if the Concession Building is utilized by the City or others.

l. Renter shall provide a written account of all keys to Facilities in possession of Renter at the end of the contract. If renter cannot account for all keys, Renter will incur the cost of re-keying or changing of the applicable locks. One key will be provided at no cost to Renter and any additional keys will require a $10.00 per key fee at Renter's expense.

m. This is not an exclusive-use Agreement; public access to and use of the Facilities is a high City priority. As such: (1) The baseball fields shall always remain unlocked, except with written consent from the City Manager and/or designee, in such cases the City will unlock the fields and (2) other organizations and individuals may request short-term use of Facilities specified herein by applying with the City (through the Recreation Division) for such use.

n. Renter shall maintain at all times during the lease term at Renter's cost, a comprehensive public liability insurance policy protecting City against all claims or demands that may arise or be claimed on account of Renter's use of the premises, in an amount of at least $1,000,000 for injuries to persons in one accident, $1,000,000 for injuries to any one person, and $1,000,000 for damages to property, the insurance shall be written by a company or companies acceptable to City and authorized to engage in the business of general liability insurance in the State of Florida. Renter shall deliver to City satisfactory proof or evidence of such insurance and shall name City as an additional insured under said policy. Renter shall provide to City annual certificates of insurance (COIs) at least thirty (30) days prior to any renewal/expiration. Renter shall notify the City immediately in writing of any claims/incidents in writing, and in any event no later than three (3) days after the filing of any incident or claim.

o. Renter agrees to indemnify, defend (which shall be inclusive of any and all attorneys' fees, costs and expenses) and hold harmless City from any and all liability, defense costs, including other fees, loss or damage which City may suffer as a result of claims, demands, costs or judgment against it, arising from all activities engaged in, negligence committed by or violations committed by Renter (or any of Renter's agents, affiliates, participants, spectators, invitees, representatives or otherwise ("Invitees") in its use of Facilities.

   Renter assumes liability for any and all of its (and its Invitees') activities and operations conducted on, in and around the Facilities, Baseball Fields and surrounding areas including but not limited to its ancillary activities such its use of the Concession Building and any food preparations related thereto.

p. Additional provisions agreed upon by City and Renter: Renter will actively recruit in low-income areas, and provide scholarships, "work for play" or another other mechanism to assure that boys and girls are not denied the opportunity to participate due to their inability to pay the registration or other related fees. The Renter will provide a detailed summary of its scholarship program.

q. Renter shall act in good faith in carrying out this Agreement; as such, Renter will relinquish the use of Facilities for times that they are not used, nor will it disparage or otherwise undermine City or any of its staff, or any other entity or individual using Facilities.

5. **Baseball Fields Use.** Generally, Renter shall have priority use of the Baseball Fields at Jack Russell Park between January 25 and June 15, and once again between August 15 and November 30 ("Baseball Seasons") during the following times: 5 p.m.-9 p.m. Monday-Friday, and 8 a.m.-8 p.m. Saturdays and Sundays, subject to the City's approval of schedules, in its sole discretion.

INSERT OPTION A, B OR C HERE Renter shall provide the City its preferred schedule at least thirty (30) days prior to each Baseball Season for the City's consideration and planning, in its sole discretion. The specific dates and times shall be approved through and by the City's Recreation Division prior to the publication of the Baseball Season schedules. While Donner Park fields can be used subject to availability in the sole discretion of the City, priority shall be given to neighborhood/resident use.

6. **City Reservations.** City may reserve "Blackout" dates during City-wide events in the parks at its sole discretion. The City retains the right to use the Baseball Fields, or allow others to use the Baseball Fields, at times not specified for use by Renter. The Renter shall not conduct practices or any other operations outside of the specified baseball field, batting cage, and pitching area confines as such areas are designated and defined by the City in its sole discretion.

7. **Concession Stand Use.** Generally, Renter shall have priority use of the Concession Stand during the Baseball Season, particularly considering that Renter owns equipment and goods in Concession Stand. The City retains the right to use the Concession Stand at times not specified for use by Renter.

8. **Delivery of Facilities:** City shall deliver Facilities to Renter in working condition. Facilities include the ballfields, outfield lights and concession stand and any other areas that the City designates or removes therefrom in its sole discretion. Renter agrees and understands Facilities' use may be delayed or suspended during the time necessary for completion of repairs or improvements. The Renter shall compensate one City Park Ranger to monitor trash and clean restrooms after 8pm on Friday, Saturday, and Sunday evenings.

9. **Thor Guard:** Renter shall follow alerts from Thor Guard lightning prediction system while on site. Unlike traditional systems that detect lightning *after* it strikes, Thor Guard measures atmospheric conditions to predict lightning *before* it occurs. These advanced systems predict lightning strikes by analyzing the electrostatic energy in the atmosphere, providing warnings 8 to 20 minutes before a potential cloud-to-ground lightning strike within a 2-mile radius. The systems will be operational between 8 a.m. and 9 p.m. daily.

    - **Warning Signals:**
        - A 15-second uninterrupted horn blast will sound.
        - A white strobe light will activate and continue flashing until the threat has passed.
    - **All Clear Signal:**
        - The horn will sound three short 5-second blasts.
        - The strobe light will turn off.

Safety Guidelines:

- **Seek Shelter Immediately:** Upon hearing the warning horn or seeing the strobe light, go indoors or into a fully enclosed vehicle at once.
- **Remain Sheltered:** Stay inside until the all-clear signal is given.
- **Exercise Caution:** Even without a warning, always use your best judgment during threatening weather

Renter shall train all coaches/volunteers on Thor Guard.

10. **Control of Facilities:** In renting said Facilities to Renter, City does not relinquish the right to control the management and operation of Facilities, and the City Manager or his designee may enter Facilities and all of the demised premises at any time and on any occasion.

11. **Assignment:** Renter shall not assign this Agreement nor suffer any use of Facilities other than as herein specified, nor sublet Facilities or any part thereof, without the written consent of City.

12. **Public records:** Renter agrees to comply with the public records provisions contained in **Exhibit A** attached hereto and made a part hereof.

13. **Prior agreements:** This Agreement supersedes all prior agreements entered into between the parties and all such agreements shall be deemed null and void and of no further force or effect upon execution by all parties to this Agreement.

14. **Modifications:** Modifications, amendments, or alterations of the terms or conditions of this Agreement are permitted via written documents executed by the parties hereto. For the purposes of such changes, the City Manager serves as the authorized signatory and retains the authority to bind the City to any such modifications.

15. **Matters not addressed:** Any matters pertaining to the usage of Facilities that are specifically not addressed in this Agreement, in City's written policies or guidelines, or in City's Code of Ordinances, shall be decided by the City Manager.

16. **Authority to Execute:** The undersigned individual executing this Agreement on behalf of Renter represents and warrants to the City that: (i) Renter is a duly organized and validly existing nonprofit organization under the laws of the State of Florida (or the applicable state of formation); (ii) Renter has full power and authority under its governing documents and applicable law to enter into this Agreement and to perform all of its obligations hereunder; and (iii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of Renter, and this Agreement constitutes a valid and binding obligation of Renter, enforceable against Renter in accordance with its terms. The individual signing below on behalf of Renter further represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of Renter and to bind Renter to all terms and conditions herein.

17. **DEFAULT:** In case Renter shall default in the performance of any covenant or agreement contained herein, and such default shall continue for ten (10) days after receipt by Renter of written notice thereof given by City, then City, at its option, may terminate this Agreement in its entirety. In that event, Renter shall immediately remove all persons and its property from Facilities, and failing to do so, City may cause such removal either with or without process of law, at Renter's expense. These expenses shall include, but not be limited to, reasonable attorney's fees incurred by City, whether suit is filed or not.

IN WITNESS WHEREOF, we have hereunto set our hands and official seals this ____ day of _____ 2026.

CITY OF ATLANTIC BEACH

By: Kevin Hogencamp **Title: City Manager**

Signature _____

ATLANTIC BEACH ATHLETIC ASSOCIATION

By: **Title:**

Signature _____

By: **Title:**

Signature _____

WITNESSED:

By:

Signature _____

DRAFT

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

Section 119.0701. Public Records

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

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

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

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

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

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

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

Note: Section (a) above must be in at least 14-point boldfaced type

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

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

Signed: _____ Print: _____

Company: _____ Phone: _____

E-Mail: _____ Date: _____

Atlantic Beach Athletic Association
January 1 – December 31, 2025

Revenues		
	Services & Support	$293,764.62
Total Revenues and Support		$293,764.62
Expenses		
	Awards	3,452.39
	Concessions	37,935.89
	Dues/Registrations	40,894.96
	Equipment Rental	1,432.76
	Field Maintenance	58,472.74
	Gas	505.97
	Insurance	5,887.34
	Lessons	2,166.00
	Licenses	2,693.21
	Meals	289.03
	Merchant Fees	3,490.63
	Office Expense	4,649.99
	Supplies/Material	13,694.41
	Tools	2,789.86
	Uniforms	105,806.49
	Total Expenses	$284,161.67
	Change in Net Assets	$9,602.95
Net Assets		
Net assets, 1/1/2025		$53,535.70
Net assets, as of 12/31/2025		$63,138.65

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 26-38

SUBMITTED BY: Donna L. Bartle, MMC, City Clerk DLB

TODAY'S DATE: February 17, 2026

MEETING DATE: February 23, 2026

BACKGROUND: Atlantic Beach candidates and their designated treasurers and deputy treasurers are currently required to submit campaign finance reports in paper form only, either by hand-delivery or mail.

To improve efficiency and provide greater convenience to filers, the City researched implementation of an electronic filing system as a submission option. The Easy Campaign Finance module was approved in the Fiscal Year 2025-26 budget and has been purchased from EasyVote Solutions for $3,875.

This proposed resolution authorizes the City Clerk to:

1. Maintain the existing paper submission process for candidates, treasurers, and deputy treasurers filing campaign finance reports;
2. Implement an electronic filing system as an additional submission option; and
3. Promulgate rules, forms, procedures, and other guidance related to the system.

BUDGET: Account No. 001-1007-512.34-00.

RECOMMENDATION: Adopt Resolution No. 26-38.

ATTACHMENT: Resolution No. 26-38

REVIEWED BY CITY MANAGER: Kevin Hogan

RESOLUTION NO. 26-38

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY CLERK TO CONTINUE ALLOWING PAPER SUBMISSIONS OF CAMPAIGN FINANCE REPORTS; AUTHORIZING THE CITY CLERK TO IMPLEMENT AN ELECTRONIC FILING SYSTEM IN ACCORDANCE WITH THE PROVISIONS OF SECTION 106.07(2)(a)2, FLORIDA STATUTES, TO PROVIDE AS AN ADDITIONAL OPTION FOR SUBMITTING CAMPAIGN FINANCE REPORTS; AUTHORIZING THE CITY CLERK TO PROMULGATE RULES AND OTHER GUIDANCE RELATED TO THE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 106, Florida Statutes, governs campaign financing for elections to public office; and

WHEREAS, Atlantic Beach candidates and their designated treasurers and deputy treasurers have been required to submit campaign finance reports in paper form only; and

WHEREAS, the City Commission desires to expand the available submission methods to include an electronic filing option; and

WHEREAS, Section 106.07(2)(a)(2), Florida Statutes, authorizes municipalities to impose electronic filing requirements upon candidates for its elected officials that are not in conflict with Section 106.0705, Florida Statutes; and

WHEREAS, the City believes that electronic filing of campaign finance reports will promote accuracy, efficiency, and transparency.

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

SECTION 1. Option to File by Paper Submission: The City Commission hereby authorizes the City Clerk to continue allowing the option for candidates, treasurers, and deputy treasurers, respectively, to submit their Campaign Finance Reports for the City's municipal elections by paper submission in accordance with the provisions of Section 106.07(2)(a)1, Florida Statutes; and

SECTION 2. Option to File Electronically: The City Commission hereby authorizes the City Clerk to implement an electronic filing system ("System") in accordance with the provisions of Section 106.07(2)(a)2, Florida Statutes, and any other Florida law, to provide as an additional option for filing Campaign Finance Reports, and

SECTION 3. Usage Requirements: Each person who uses the System is subject to City requirements as prepared by the City Clerk and made public through official City policy.

SECTION 4. Implementation: The City Clerk is authorized to promulgate rules, forms, procedures, or other guidance needed to give full effect to this resolution.

SECTION 5. Effective Date: This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of February, 2026.

_____
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: Resolution No. 26-40 (Rental Agreement for Jack Russell Park & Rose Park flex field space for soccer)

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: February 20, 2026

MEETING DATE: February 23, 2026,

BACKGROUND: The City of Atlantic Beach is seeking to enter into a long-term rental agreement with Coastal Kicks, a nonprofit youth soccer organization that has served the Atlantic Beach community for over a decade. Coastal Kicks offers programming for children ages 3 to 12 and currently operates under seasonal park permits for use of the Jack Russell Park and Rose Park soccer fields on Mondays, Tuesdays, and Thursdays from 3:30 p.m. to 7:30 p.m.

Approximately 60% of the program's participants are Atlantic Beach residents, and the organization has consistently remained in good standing with the City. Coastal Kicks has demonstrated a strong commitment to youth development and has cultivated a positive relationship with both residents and City staff.

Entering into a formal agreement with Coastal Kicks ensures equitability with nonprofit sport organizations utilizing City facilities to provide valued recreational functions in the community. This reflects the City's broader policy objective of maintaining transparency, fairness, and accountability across all community partners.

Using the same contract template as the Atlantic Beach Athletic Association streamlines the contracting process and ensures consistency in expectations, responsibilities, and deliverables. It also facilitates clearer communication between staff and nonprofit partners, based on an established and well-understood agreement structure.

BUDGET: None

RECOMMENDATION: Approve Resolution No. 26-40 (Rental Agreement for Jack Russell Park & Rose Park flex field space for soccer)

ATTACHMENT(S): Resolution No. 26-40
Rental Agreement
Exhibit A (public records provisions)

REVIEWED BY CITY MANAGER: Kevin Hagemeyer

RESOLUTION NO. 26-40

A RESOLUTION APPROVING A RENTAL AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND COASTAL KICKS AUTHORIZING COASTAL KICKS TO PROVIDE SOCCER PROGRAMMING AT JACK RUSSELL PARK AND ROSE PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in partnership with the City of Atlantic Beach, the nonprofit organization Coastal Kicks operates the community's youth soccer program at Jack Russell Park and Rose Park; and

WHEREAS, formalizing the partnership contractually streamlines the approval process and ensures consistency in communication, expectations, responsibilities, and deliverables; and

WHEREAS, this agreement reflects the City's broader policy objective of maintaining transparency, fairness, and accountability across all community partners.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Atlantic Beach:

SECTION 1. The City Commission hereby approves a rental agreement (attached) between the City of Atlantic Beach and Coastal Kicks to provide soccer programming at Jack Russell Park and Rose Park.

SECTION 2. The City Commission hereby authorizes the city manager to execute the agreement.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this ___ day of ____, 2026.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
RENTAL AGREEMENT FOR JACK RUSSELL PARK AND ROSE PARK SOCCER FACILITIES

AGREEMENT made and entered into this __ day of ____ 2026 at Atlantic Beach, Duval County, Florida, by and between CITY OF ATLANTIC BEACH, a Florida municipal corporation, 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter "City"), and COASTAL KICKS SOCCER, INC. of Atlantic Beach, Florida, 457 Snapping Turtle Court W, Atlantic Beach, FL 32233 (hereinafter "Renter").

WHEREAS, Renter desires to utilize the Jack Russell Park and Rose Park Soccer/Open Fields Facilities (hereinafter "Facilities") for the purpose of administering the Atlantic Beach community's soccer program for boys and girls in partnership with City; and

WHEREAS, Facilities include the Soccer/open field and associated common areas at Jack Russell Park and Rose Park; and

WHEREAS, Renter desires to use Facilities on a recurring basis such as daily, weekly, monthly, during particular seasons, or the like, which is more than a one-time use; and

WHEREAS, City acknowledges that Renter is providing a valuable Recreational function for the Atlantic Beach community

NOW THEREFORE, in consideration of the covenants and promises as set forth herein, and any rental payment made hereunder, and other valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, it is

AGREED AS FOLLOWS:

1. **Rental Term:** This terms and conditions of this Agreement shall commence upon the date of the execution of this agreement.

2. **Amount and Time of Payment:** Renter, in exchange for use of Facilities, shall pay to City an annual fee of $1.00 at the time of signing this Agreement. Coast Kicks Soccer, Inc. also agrees to pay for two hours of Park Ranger coverage if games are scheduled on Friday and Saturday night after 8pm (on game nights) at a rate of $39.68 per hour. City shall invoice Renter, accordingly, following each season. Before the Agreement is executed, Renter shall provide City with: evidence satisfactory to the City Manager of Renter's non-profit status; and (2) proof of a comprehensive $1,000,000.00 public liability insurance policy naming the City of Atlantic Beach as additional insured.

3. **Termination/Renewal.** This Agreement terminates on December 31, 2026, and may be automatically renewed for a one-year period beginning January 1, 2027 and terminating on December 31, 2027, upon written confirmation by the parties (which can be via email), and annually thereafter, as long as Renter is not in default of this Agreement. It also may be terminated upon thirty (30) days' written notice by either party, provided such termination date occurs after the conclusion of a scheduled Soccer Season or tournament. Such notice shall be mailed or hand delivered to the following addresses:

   (a) Atlantic Beach, FL 32233 ATTN: City Manager
   800 Seminole Road
   Atlantic Beach, FL 32233

(a) Coastal Kicks Soccer, Inc.
ATTN: Michael Stauch and Jay Golomb
457 Snapping Turtle Court W
Atlantic Beach, FL 32233

4. **Conditions:** This Agreement is made and entered into upon the following express covenants and conditions every one of which Renter hereby covenants and agrees to abide by and perform:

a. No fees or admission costs shall be charged to the public unless approved in writing by the City Manager. Non-soccer activities, equipment, or outside vendors may not operate without prior written City approval.

b. No sale, distribution or use of alcoholic beverages shall be permitted without the written permission of the City Manager.

c. A financial statement satisfactory to the City Manager shall be provided for 2025, (and if requested by the City Manager, for any previous years). Effective on January 1, 2026, Renter shall provide quarterly financial statements satisfactory to the City Manager. Further, commencing on January 1, 2027 (for the year of 2026), and no later than April 15 of each year, Renter shall submit a Certified Public Account's (CPA) compilation report and complete set of financial statements for the previous year, which includes: (i) Statement of Financial Position (Balance Sheet) showing assets, liabilities, and Net Assets at a specific date; (ii) Statement of Activities (Income Statement) detailing revenues (contributions, fees, etc.) and expenses, showing the change in net assets for the period; (iii) Statement of Cash Flows reporting how income and balance sheet changes affect cash and cash equivalents; and (iv) Statement of Functional Expenses classifying expenses by both function (e.g., Program Services, Management & General, Fundraising) and nature (e.g., salaries, utilities). City shall have the right at any given time to audit Renter's books and records related to revenues, scholarships or any financial/monetary aspect of this Agreement.

Additionally, prior to youth utilizing the fields each Soccer Season while this Agreement is in effect, Renter shall provide the following to the City: (i) a list, contact information, and titles of board of directors' members; (ii) a list and contact information of league coaches, including confirmation of abuse prevention training and background checks; and (iii) a report listing the number of players, their City and zip codes, and gender. Registration, shall be capped at 100 players per facility per day. Renter shall in good faith offer registration priority to City of Atlantic Beach residents. Renter shall submit a plan for the implementation of said resident registration priority to the City documenting such City-priority for each Soccer Season, prior to the commencement of each season.

d. Renter shall ensure compliance with all city, state and federal laws, including but not limited to any rules, policies, requirements and regulations of the City (and the County) for the safe operations and management of the Facilities and public health and safety protocols.

e. Renter shall allow no discrimination based on race, sex, age, religion, national origin, and disability or otherwise. Renter shall actively promote that the program is equally open to boys and girls.

f. Renter shall make no alterations to Facilities without the express written consent of the City Manager or his/her designee.

g. City shall be financially responsible for standard public utilities (electric, water, sewer) associated with Facilities and will provide adequate turf.

h. Renter shall correct any discrepancies noted by City. Should City require corrective action, such action shall be the financial responsibility of Renter.

j. Renter's use of or responsibility for Facilities is not applicable outside of the dates and times as set forth in this Agreement, unless reservations have been made through the City.

k. Renter shall provide a written account of all keys to Facilities in possession of Renter at the end of the contract. If renter cannot account for all keys, Renter will incur the cost of re-keying or changing of the applicable locks. One key will be provided at no cost to Renter and any additional keys will require a $10.00 per key fee at Renter's expense.

l. This is not an exclusive-use Agreement; public access to and use of the Facilities is a high City priority. As such: (1) The soccer fields shall always remain unlocked, except with written consent from the City Manager and/or designee, in such cases the City will unlock the fields and (2) other organizations and individuals may request short-term use of Facilities specified herein by applying with the City (through the Recreation Division) for such use.

m. Renter shall maintain at all times during the lease term at Renter's cost, a comprehensive public liability insurance policy protecting City against all claims or demands that may arise or be claimed on account of Renter's use of the premises, in an amount of at least $1,000,000 for injuries to persons in one accident, $1,000,000 for injuries to any one person, and $1,000,000 for damages to property, the insurance shall be written by a company or companies acceptable to City and authorized to engage in the business of general liability insurance in the State of Florida. Renter shall deliver to City satisfactory proof or evidence of such insurance and shall name City as an additional insured under said policy. Renter shall provide to City annual certificates of insurance (COIs) at least thirty (30) days prior to any renewal/expiration. Renter shall notify the City immediately in writing of any claims/incidents in writing, and in any event no later than three (3) days after the filing of any incident or claim.

n. Renter agrees to indemnify, defend (which shall be inclusive of any and all attorneys' fees, costs and expenses) and hold harmless City from any and all liability, defense costs, including other fees, loss or damage which City may suffer as a result of claims, demands, costs or judgment against it, arising from all activities engaged in, negligence committed by or violations committed by Renter (or any of Renter's agents, affiliates, participants, spectators, invitees, representatives or otherwise ("Invitees") in its use of Facilities.

Renter assumes liability for any and all of its (and its Invitees') activities and operations conducted on, in and around the Soccer Fields.

o. Additional provisions agreed upon by City and Renter: Renter will actively recruit in low-income areas, and provide scholarships, "work for play" or another other mechanism to assure that boys and girls are not denied the opportunity to participate due to their inability to pay the registration or other related fees. The Renter will provide a detailed summary of its scholarship program.

p. Renter shall act in good faith in carrying out this Agreement; as such, Renter will relinquish the use of Facilities for times that they are not used, nor will it disparage or otherwise undermine City or any of its staff, or any other entity or individual using Facilities.

5. **Soccer Field Use.** Generally, Renter shall have year-round priority use of the Soccer Fields at Jack Russell Park and Rose Park between August 1 and June 30. The specific dates and times must be approved through and by the Recreation Department upon the publication of Renter's season schedules.

6. **City Reservations**. City may reserve "Blackout" dates during City-wide events in the parks at its sole discretion. The City retains the right to use the Soccer Fields, or allow others to use the Soccer Fields, at times not specified for use by Renter. The Renter shall not conduct practices or any other operations outside of the specified fields.

7. **Delivery of Facilities:** City shall deliver Facilities to Renter in working condition. Facilities include the soccer/open fields that the City designates or removes therefrom in its sole discretion. Renter agrees and understands Facilities' use may be delayed or suspended during the time necessary for completion of repairs or improvements. The Renter shall compensate one City Park Ranger to monitor trash and clean restrooms if play occurs after 8pm on Friday, Saturday, and Sunday evenings.

8. **Thor Guard:** Renter shall follow alerts from Thor Guard lightning prediction system while on site. Unlike traditional systems that detect lightning *after* it strikes, Thor Guard measures atmospheric conditions to predict lightning *before* it occurs. These advanced systems predict lightning strikes by analyzing the electrostatic energy in the atmosphere, providing warnings 8 to 20 minutes before a potential cloud-to-ground lightning strike within a 2-mile radius. The systems will be operational between 8 a.m. and 9 p.m. daily.

    - **Warning Signals:**
        - A 15-second uninterrupted horn blast will sound.
        - A white strobe light will activate and continue flashing until the threat has passed.
    - **All Clear Signal:**
        - The horn will sound three short 5-second blasts.
        - The strobe light will turn off.

Safety Guidelines:

- **Seek Shelter Immediately:** Upon hearing the warning horn or seeing the strobe light, go indoors or into a fully enclosed vehicle at once.
- **Remain Sheltered:** Stay inside until the all-clear signal is given.
- **Exercise Caution:** Even without a warning, always use your best judgment during threatening weather

Renter shall train all coaches/volunteers on Thor Guard.

9. **Control of Facilities:** In renting said Facilities to Renter, City does not relinquish the right to control the management and operation of Facilities, and the City Manager or his designee may enter Facilities and all of the demised premises at any time and on any occasion.

10. **Assignment:** Renter shall not assign this agreement nor suffer any use of Facilities other than herein specified, nor sublet Facilities or any part thereof, without the written consent of City.

11. **Public records:** Renter agrees to comply with the public records provisions contained in Exhibit A attached hereto and made a part hereof.

12. **Prior agreements:** This Agreement supersedes all prior agreements entered into between the parties and all such agreements shall be deemed null and void and of no further force or effect upon execution by all parties to this Agreement.

13. **Modifications:** Modifications, amendments, or alterations of the terms or conditions of this Agreement are permitted via written documents executed by the parties hereto. For the purposes of such changes, the City Manager serves as the authorized signatory and retains the authority to bind the City to any such modifications.

14. **Matters not addressed:** Any matters pertaining to the usage of Facilities that are specifically not addressed in this agreement, in City's written policies or guidelines, or in City's Code of Ordinances, shall be decided by the City Manager.

15. **Authority to Execute:** The undersigned individual executing this Agreement on behalf of Renter represents and warrants to the City that: (i) Renter is a duly organized and validly existing nonprofit organization under the laws of the State of Florida (or the applicable state of formation); (ii) Renter has full power and authority under its governing documents and applicable law to enter into this Agreement and to perform all of its obligations hereunder; and (iii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of Renter, and this Agreement constitutes a valid and binding obligation of Renter, enforceable against Renter in accordance with its terms. The individual signing below on behalf of Renter further represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of Renter and to bind Renter to all terms and conditions herein.

16. **DEFAULT:** In case Renter shall default in the performance of any covenant or agreement contained herein, and such default shall continue for ten (10) days after receipt by Renter of written notice thereof given by City, then City, at its option, may terminate this Agreement in its entirety. In that event, Renter shall immediately remove all persons and its property from Facilities, and failing to do so, City may cause such removal either with or without process of law, at Renter's

expense. These expenses shall include, but not be limited to, reasonable attorney's fees incurred by City, whether suit is filed or not.

IN WITNESS WHEREOF, we have hereunto set our hands and official seals this ____ day of _____.

CITY OF ATLANTIC BEACH

By: Kevin Hogencamp **Title: City Manager**

Signature _____

COASTAL KICKS SOCCER, INC.

By: Michael Stauch **Title: Club Director**

Signature _____

By: Jay Golomb **Title: Executive Director**

Signature _____

WITNESSED:

By: Kevin Hogencamp

Signature _____

DRAFT

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

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

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

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

Note: Section (a) above must be in at least 14-point boldfaced type

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Signed: _____ Print:_____

Company:_____ Phone:_____

E-Mail:_____ Date:_____