



City of Atlantic Beach
Final Agenda
Regular City Commission Meeting
Monday, June 22, 2026 - 6:00 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

- 1.A. Approve minutes of the Regular Commission Meeting held on June 8, 2026. 7 - 22
[6-8-26 Regular City Commission Draft Minutes](#)

2. COURTESY OF FLOOR TO VISITORS

- * 2.A. Recognition of Police Vounteer James Johnson

PUBLIC COMMENT

3. CITY MANAGER REPORTS

- 3.A. Accept the 90-Day Calendar (June - August 2026) 23 - 26
[90-Day Calendar \(June-August 2026\)](#)
- 3.B. Marsh Oaks Community Center Update
- 3.C. July 11 Centennial/America 250 Celebration Update
- 3.D. Beaches Town Center Streetlights
- 3.E. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

- 5.A. PLAT25-0002 (0 Seminole Road) — Referral to the Director of Planning and Community Development, as the designated administrative official, for administrative review and approval pursuant to §§ 177.071 and 177.091, Florida Statutes. No Commission action on the merits. (Procedural; not a quasi-judicial hearing.)

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. 26-77.** 27 - 29

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, TO APPROVE CHANGE ORDER #1 FOR THE 2425-06 AHERN STREET ROADWAY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

[Resolution No. 26-77](#)

6.B. **Approve Resolution No. 26-78.** 31 - 37

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A TASK AUTHORIZATION TO CRAWFORD, MURPHY & TILLY, INC. TO DESIGN THE SIDEWALK IMPROVEMENTS FOR THE SAILFISH DRIVE MULTI-USE PATH PROJECT; 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. 26-78](#)

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 26-79** 39 - 83

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDED THE PUBLIC WORKS EQUIPMENT BUILDING PROJECT TO ATLANTIC COAST CONSTRUCTION; 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. 26-79](#)

8.B. **RESOLUTION NO. 26-80** 85 - 107

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE 2026 ANNUAL MILLING & PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

[Resolution No. 26-80](#)

- * 8.C. **RESOLUTION NO. 26-81** 109 - 124
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND KEVIN HOGENCAMP AS CITY MANAGER; CONFIRMING THE COMMISSION'S PRIOR APPOINTMENT OF KEVIN HOGENCAMP AS CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
[Resolution No. 26-81](#)
- 8.D. **RESOLUTION NO. 26-82** 125 - 127
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, RESCINDING RESOLUTION NO. 26-60, WHICH AUTHORIZED THE CITY TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL EXECUTIVE RECRUITMENT SERVICES TO CONDUCT A SEARCH FOR A CITY MANAGER; PROVIDING FINDINGS; PROVIDING THAT RESOLUTION NO. 26-60 SHALL BE OF NO FURTHER FORCE OR EFFECT; AND PROVIDING AN EFFECTIVE DATE.
[Resolution No. 26-82](#)
- * 8.E. **RESOLUTION NO. 26-83** 129 - 148
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE PAID PARKING PROGRAM AT BEACHES TOWN CENTER TO EXTEND THE FORMAL TERM THROUGH DEC. 31, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[Resolution No. 26-83](#)
- * 8.F. **RESOLUTION NO. 26-85** 149 - 174
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND THE CITY OF ATLANTIC BEACH FOR COASTAL HABITAT REHABILITATION AND RESTORATION PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED PROJECT AGREEMENTS CONSISTENT WITH THE TERMS OF THE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
[Resolution No. 26-85](#)

9. ACTION ON ORDINANCES

- 9.A. **ORDINANCE NO. 5-26-75, Introduction and First Reading** 175 - 199
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, CITY FEES; AMENDING DIVISION 2, BUILDING CODE FEES, INCLUDING SECTION 2-500, SCHEDULE OF BUILDING PERMIT FEES; SECTION 2-501, SCHEDULE OF ELECTRICAL PERMIT FEES; SECTION 2-502, SCHEDULE OF PLUMBING PERMIT FEES; AND SECTION 2-503, SCHEDULE OF MECHANICAL AND GAS PERMIT FEES; AMENDING DIVISION 3, FIRE

DEPARTMENT FEES, INCLUDING SECTION 2-510; CREATING A NEW DIVISION 4, PUBLIC WORKS FEES, INCLUDING SECTION 2-520, SCHEDULE OF PUBLIC WORKS PERMIT FEES; CREATING A NEW DIVISION 5, ZONING FEES, INCLUDING SECTION 2-530; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

[Ordinance No. 5-26-75](#)

9.B. **ORDINANCE NO. 5-26-76, Introduction and First Reading** 201 - 211

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, CITY FEES, BY CREATING A NEW DIVISION 6, PARKS AND RECREATION FACILITY FEES, FOR THE PURPOSE OF CONSOLIDATING CITY FEES INTO A SINGLE CHAPTER OF THE CODE; AMENDING CHAPTER 5, BEACHES, PARKS, AND RECREATION, SECTION 5-32, USER FEES FOR PARKS AND RECREATION FACILITIES, TO REMOVE THE EXISTING FEE SCHEDULE, AND REFERENCE THE NEW FEE LOCATION IN CHAPTER 2; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

[Ordinance No. 5-26-76](#)

9.C. **ORDINANCE NO. 95-26-128, Introduction and First Reading** 213 - 218

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 23, PROTECTION OF TREES AND NATIVE VEGETATION, OF THE CODE OF ORDINANCES; AMENDING ARTICLE II, LANGUAGE AND DEFINITIONS, SECTION 23-8, DEFINITIONS, TO ADD A DEFINITION FOR LANDMARK LIVE OAK TREE; AMENDING ARTICLE IV, DIVISION 5, AREAS OF SPECIAL CONCERN, TO CREATE SECTION 23-42, LANDMARK LIVE OAK TREES, ESTABLISHING REGULATIONS, PRESERVATION STANDARDS, REMOVAL CRITERIA, RELOCATION REQUIREMENTS, AND MITIGATION REQUIREMENTS FOR LANDMARK LIVE OAK TREES; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

[Ordinance No. 95-26-128](#)

10. MISCELLANEOUS BUSINESS

10.A. **Public Hearing - APP26-0001 - Appeal of a decision of the Community Development Board (CDB) for variance ZVAR26-0008 at 95 10th Street**

Request for a variance from Section 24-151(h) and 24-108(e) to reduce the minimum rear yard and side yard setback for an attached accessory structure.

(Withdrawn)

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, June 8, 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 of the Regular Commission Meeting held on May 26, 2026.

The Commission approved the minutes as submitted.

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

The following speakers provided their comments:

Nathan Gray shared photos with the Commission (which are attached hereto and made part of this official record as **Attachment A**).

Amie Gray
Steve Diebenow
Nancy Staats

[6-8-26 Attachment A](#)

2.A. Police Department Volunteer Recognition - James Johnson

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The volunteer recognition was deferred to a future meeting, as the honoree was not present.

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (June-August 2026)

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

3.B. Building Permit Fees Update

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

[6-8-26 Attachment B](#)

3.C. Recreation Facility Rental Fee Update

3.D. State Legislative Update

3.E. Marsh Oaks Community Center Update

3.F. Tree Protection Code Update

Mayor Ford requested additional information for the next meeting regarding tree diameter thresholds, including data on the diameter at breast height (DBH) of trees planted along the plaza and examples of thresholds used in other jurisdictions. He also requested information on potential measures applicable to trees located within setbacks, particularly side setbacks, to support tree preservation where feasible while maintaining reasonable development flexibility.

Commissioner Bole requested that the City Arborist attend the next meeting when the item is considered and asked staff to prepare a map showing tree canopy coverage and tree removals within the public right-of-way.

3.G. Other Reports

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Mayor Ford

- Reviewed CM Hogencamp's performance and recommended his appointment as permanent City Manager. Discussion ensued.

MOTION: Make Mr. Hogencamp the permanent City Manager going forward.

Motion: *Bruce Bole*

Second: *Thomas Grant*

Discussion ensued.

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CA Gabriel explained that the City Commission has the authority to appoint a permanent City Manager. He advised that a proposed employment agreement be presented for Commission consideration at a future meeting.

CM Hogencamp accepted the appointment.

<i>Curtis Ford</i>	<i>For</i>
<i>Bruce Bole (Moved By)</i>	<i>For</i>
<i>Thomas Grant (Seconded By)</i>	<i>For</i>
<i>Candace Kelly</i>	<i>Against</i>
<i>Jessica Ring</i>	<i>For</i>

Motion passed 4 to 1.

Commissioner Bole

- Expressed appreciation to fellow commissioners for their efforts and commitment to the City's best interests.

Commissioner Kelly

- Provided comments regarding seaweed conditions.
- Announced that June 12, 2026, is Women's Veterans Day.
- Reported on matters related to the Singleton property and noted parking considerations associated with the potential private partnership at Marsh Oaks and Singleton property.
- Offered brief comments regarding the flagpole agenda item.

Commissioner Ring

- Highlighted two notable outcomes from the Florida Legislature's special session held June 1–3, 2026.

Commissioner Grant

- Discussed issues concerning certain properties on Beach Avenue and public comments received on those matters.

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

None.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

5.A. Plat Request Discussion

CA Gabriel presented information regarding recent changes to Florida plat approval requirements. He explained that plat approval is now an administrative function and recommended that responsibility for reviewing and processing plat applications be delegated to the Neighborhoods Department Director.

He outlined a two-step process: first, designation of the Neighborhoods Department Director as the authorized official to review and process plat applications; and second,

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referral of the pending plat application currently before the Commission to the Director for administrative processing.

He also noted that a draft ordinance formalizing the change has been prepared and will proceed through the City's review process, including Community Development Board consideration.

MOTION: Appoint the Neighborhoods Department Director to administratively administer the City Code in regards to plats and in accordance with state law.

Motion: Bruce Bole
Second: Thomas Grant

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

Motion passed 5 to 0.

6. CONSENT AGENDA

6.A. Approve Resolution No. 26-73.
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A TASK AUTHORIZATION TO CRAWFORD, MURPHY & TILLY, INC. TO DESIGN THE SIDEWALK IMPROVEMENTS ON DUTTON ISLAND ROAD FOR THE DUTTON ISLAND MULTI-USE PATH PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution (No.) 26-73.

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.

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7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 26-74

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDED BID NO. 2526-12 FOR WATER TREATMENT PLANT #3 CHLORINATION UPGRADE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Approve Resolution (No.) 26-74.

Motion: Bruce Bole
Second: Candace Kelly

<i>Curtis Ford</i>	<i>For</i>
<i>Bruce Bole (Moved By)</i>	<i>For</i>
<i>Thomas Grant</i>	<i>For</i>
<i>Candace Kelly (Seconded By)</i>	<i>For</i>
<i>Jessica Ring</i>	<i>For</i>

Motion passed 5 to 0.

8.B. RESOLUTION NO. 26-75

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING A FLAGPOLE LOCATED AT ONE OCEAN BOULEVARD IN EXCESS OF 35 FEET WITH A NOT TO EXCEED 50 FOOT HEIGHT, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS RESOLUTION.

Discussion ensued.

MOTION: Approve Resolution (No.) 26-75.

Motion: Bruce Bole
Second: Thomas Grant

<i>Curtis Ford</i>	<i>For</i>
<i>Bruce Bole (Moved By)</i>	<i>For</i>
<i>Thomas Grant (Seconded By)</i>	<i>For</i>
<i>Candace Kelly</i>	<i>For</i>
<i>Jessica Ring</i>	<i>For</i>

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Motion passed 5 to 0.

8.C. RESOLUTION NO. 26-76

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ADOPTING A UNIFORM POLICY FOR PARTICIPATION IN PUBLIC MEETINGS VIA COMMUNICATIONS MEDIA TECHNOLOGY (CMT); ESTABLISHING PHYSICAL QUORUM REQUIREMENTS AND ADMINISTRATIVE PROCEDURES FOR THE CITY COMMISSION; MANDATING PHYSICAL PRESENCE FOR SUBORDINATE COMMITTEES AND BOARDS; PROVIDING FOR TECHNICAL, SECURITY, AND PUBLIC ACCESS PROTOCOLS; AND PROVIDING AN EFFECTIVE DATE.

Discussion ensued.

MOTION: Approve Resolution (No.) 26-76.

Motion: Bruce Bole
Second: Candace Kelly

<i>Curtis Ford</i>	<i>For</i>
<i>Bruce Bole (Moved By)</i>	<i>For</i>
<i>Thomas Grant</i>	<i>For</i>
<i>Candace Kelly (Seconded By)</i>	<i>For</i>
<i>Jessica Ring</i>	<i>For</i>

Motion passed 5 to 0.

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

None.

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

CA Gabriel

- Reminded commissioners that Form 1 Financial Disclosures are due by July 1.
- Announced that an ethics training hosted by the City of Jacksonville is scheduled for June 22, 2026 at 9:00 a.m.

CC Bartle

- Announced that qualifying week is underway and will conclude on Friday.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

Commissioner Bole

- Congratulated CM Hogencamp on his appointment.

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Commissioner Grant

- Congratulated CM Hogencamp on his appointment.

Commissioner Kelly

- Reminded the public that school is out for the summer and encouraged motorists to be mindful of children riding bicycles.

Commissioner Ring

- Requested proactive communication with residents regarding the upcoming Mayport Road construction project.
- Congratulated CM Hogencamp on his appointment.

CM Hogencamp

- Confirmed that public outreach regarding the Mayport Road project had begun and would continue through multiple communication channels.
- Expressed appreciation for the Commission's confidence in his appointment as Permanent City Manager and stated his intent to develop a city manager recruitment policy.

Mayor Ford

- Congratulated CM Hogencamp on his appointment.

13. ADJOURNMENT

The meeting adjourned at 7:36 PM.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved: _____

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Attachment A to
6-8-26 Minutes

Handout - Nathan Gray - 6-8-26

NEAR 2060 BEACH AVE



NEAR ~~██████~~ 2060 BEACH AVE

Attachment A to
6-8-26 Minutes



2060 BEACH AVE

**Attachment B to
6-8-26 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: June 8, 2026

To: The Atlantic Beach Community and City Commission

From: Kevin Hogencamp, Interim City Manager/khogencamp@coab.us

This report provides an update on primary administrative and community-focused initiatives under way at City Hall. Our office remains focused on maintaining momentum across key programming, 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. Building Permit Fees Update

The [June 8 Commission staff report](#) submitted by Neighborhoods Director Amanda Askew details a comprehensive update to the City of Atlantic Beach's building permit fee structure. The proposal updates and centralizes various building, electrical, plumbing, mechanical, and fire safety fees into a single chapter within the City Code. Because Building Division fees have not undergone a holistic adjustment since 2009, current revenue no longer offsets the rising administrative costs of processing applications, reviewing plans, and performing field inspections. The proposed changes establish an increased fee schedule to ensure the Building Division remains structurally self-sufficient. Additionally, this regulatory overhaul ensures compliance with recent statutory mandates, such as Florida House Bill 803's new residential permit exemptions and updated private provider fee reduction structures taking effect July 1, 2026.

2. Recreation Facility Rental Fee Update

Staff is proposing an [update to recreation facility rental fees](#) to better align with current operational costs and regional standards. Notable adjustments include revised hourly and daily rates for renting community centers, pavilions, and sports fields, alongside standardized security deposits. Additionally, the policy introduces clearer guidelines regarding cancellation fees, cleanup responsibilities, and staff scheduling requirements for after-hours events. Ultimately, these updated fees will generate the revenue necessary to support the ongoing maintenance and upkeep of local parks and public infrastructure.

**Attachment B to
6-8-26 Minutes**

3. State Legislative Update

The three Beaches cities are drafting joint public information messaging regarding the proposed property tax reduction measure. While its path to the November ballot seems secure, potential legal, procedural, and structural roadblocks could still challenge its phrasing, placement, or ultimate implementation. The City has [published](#) the recent joint Beaches City Managers' Beaches Watch presentation, as well as our administrative summary of other 2026 legislative impacts on municipal operations. Meanwhile, three critical Atlantic Beach priorities remain funded pending the governor's signature: \$650,000 for Sherman Creek dredging and bank stabilization; \$212,500 for the Dora Drive stormwater pond to protect 92 structures from 25-year floods; and \$200,000 to further our Marsh Oaks septic tank elimination efforts.

4. Marsh Oaks Community Center Update

Construction of the Marsh Oaks Community Center building and parking lot is anticipated for completion by August 1, with a joint grand opening for both the facility and the community garden targeted for October. To ensure the garden's long-term success, the City envisions bringing local stakeholders to the planning table, including BEAM. In preparation for the garden layout, the City will remove an existing sycamore tree, clear three to four inches of topsoil, and provide both electrical service and an outside water valve. The landscaping contractor will then submit a detailed site plan for permitting, install irrigation lines and hose bibs, and explore programmable water service options with Public Utilities to automate the watering schedule. Residents will soon be invited to help define the programming and operational strategy for the new facility.

5. Tree Protection Code Update

The City of Atlantic Beach is updating its Tree Protection Code through a two-phase approach designed to prioritize the preservation of its old-growth maritime forest, specifically focusing on iconic live oaks. Under the [proposed draft ordinance](#) for Phase 1, all maritime trees meeting a specific diameter at breast height will automatically be designated as protected landmark trees. To disincentivize clear-cutting, the updated regulations will mandate double mitigation for the unauthorized removal of these protected specimens. Furthermore, property owners will be required to secure a certified arborist's "Statement of Infeasibility" to justify tree removals and must adhere to a new 30-day "time-out" review period. Pending legal review, the first reading of Phase 1 may be on the City Commission's agenda as early as June 22.

6. Mayport Road Improvement Project

The Florida Department of Transportation's (FDOT) contractor is scheduled to begin work on June 15. The City has published the [details](#) on its communications platforms.

**Attachment B to
6-8-26 Minutes**

- **Accelerated Timeline:** Excellent news — FDOT's current schedule targets completion in fall 2027, a significant improvement over the initial late-2028 estimate.
- **Traffic Flow and Lane Closures:** Traffic will be maintained according to FDOT design standards. To minimize local impact, no lane closures will be permitted during peak hours (6 a.m. to 8 p.m.).
- **Work Schedule:** Construction will primarily occur overnight, Sunday through Thursday, with select daytime activities scheduled Monday through Friday.

7. Regional Water Crisis: Far From Over

While Jacksonville recently lifted its temporary outdoor burn ban in Duval County following a few passing showers, the underlying drought crisis is far from resolved. A burn ban is merely a superficial symptom of long-term, below-average rainfall. In reality, it will take more than 30 inches of sustained rain over the next three months just to alleviate our current deficit. We are asking the community to share the City's [Drought News & Messaging](#).

8. Operational Update: BS&A Cloud-Based ERP System Implementation

The City officially "went live" with its new cloud-based Enterprise Resource Planning (ERP) system in February 2026, completely replacing a legacy 1980s platform. Following an initial learning curve, employees have adapted exceptionally well to the Human Resources module, utilizing digital timesheets and self-service features to streamline payroll. On the public-facing side, the new payment portal has driven a measurable surge in residents signing up for automatic bank drafts and emailed bills. Simultaneously, customers now enjoy unprecedented transparency by logging in to monitor real-time plan reviews and inspection statuses. Thanks to stricter software submission protocols, the City is receiving more complete permit packages up front, which is expected to lower overall resubmission rates. Building reviews are moving more efficiently at four to five business days, and transitioning pensioners to electronic monthly stubs is already saving over \$2,200 annually in printing and postage. Moving forward, staff looks to continuously optimize functionality and resolve remaining inefficiencies through ongoing training, user support, and unified financial reporting.

9. Beach Seaweed (Sargassum)

The City is receiving resident inquiries regarding the unusually heavy accumulation and natural, strong odor of seaweed (Sargassum) along the shoreline. While the volume is higher than in previous years, the City is maintaining its policy of letting natural tidal cycles manage the coast rather than deploying heavy mechanical equipment. This decision prioritizes the protection of nesting sea turtles and hatchlings from May 1 through October 31, while also preserving the vital role Sargassum plays in preventing beach erosion and nourishing our dune systems. Furthermore, strict state regulations under the Florida Beach & Shore Preservation Act dictate that letting nature take its course is the best management practice

**Attachment B to
6-8-26 Minutes**

for a community of our scale to avoid disrupting protected habitats. The City has published [details](#) on this matter on its communications platforms.

10. Hurricane Preparedness Guide

Following the June 1 kickoff of hurricane season, we encourage the community to utilize and share the City of Jacksonville's (COJ) newly published Hurricane Preparedness and Response Guide.

11. Jack Russell Park Playground Upgrade

Albeit much slower than anticipated, staff is making progress compiling improvement concepts for the northernmost section of the park.

12. Community Bright Spots!

The new "[Community Bright Spots!](#)" social media campaign, choreographed by Steve Piscitelli, has hit the ground running. The weekly initiative has already drawn great engagement by featuring our crossing guards, shoreline, historic markers, playgrounds, Atlantic Beach Elementary School, Adele Grage Cultural Center, Howell Park, multi-use paths, community murals, and more.

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 establishes [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: June 8, 2026

MEETING DATE: June 22, 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 City Commission budget workshop meetings have been scheduled for:

- Monday, June 29 at 6pm
- Monday, July 20 at 6pm
- Wednesday, August 19 at 6pm

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

- Saturday, July 18 at Gail Baker Community Center at 10am
- Saturday, October 17 in the Commission Chamber at 10am

BUDGET: None

RECOMMENDATION: Accept the 90-Day Calendar for June 2026-August 2026 by consensus.

ATTACHMENT(S): City Commission 90-Day Calendar (June 2026-August 2026)

REVIEWED BY CITY MANAGER:



CITY COMMISSION

June 2026						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	8 City Commission 6:00 pm (Invoc-Ford)	9 Arts, Recreation, Culture Committee 6 pm	10 Environmental Stewardship Cmte. 6 pm	11	12	13 Wild Wonders 11 am (Dutton Island Preserve) Movies in the Park – “Lilo and Stitch” 8pm (Bull Park)
14 Farmers Market 10 am-2 pm (Russell Park)	15	16 Community Development Board 6 pm	17	18 Artist Reception 6 pm (Adele Grage)	19 City Offices Closed Juneteenth Holiday	20
21 Farmers Market 10 am-2 pm (Russell Park)	22 City Commission 6:00 pm (Invoc-Bole)	23	24 Environmental Stewardship Cmte. 6 pm	25	26	27 Wild Wonders 11 am (Dutton Island Preserve)
28 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Adele Grage)	29 City Commission Budget Workshop 6:00 pm	30				

CITY COMMISSION

July 2026						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 City Offices Closed Independence Day Holiday	4
5 Farmers Market 10 am-2 pm (Russell Park)	6	7	8 Environmental Stewardship Cmte. 6 pm	9 Code Enforcement Special Magistrate 2 pm	10	11 Centennial Celebration 10 am-2pm (Beaches Veterans Memorial Park)
12 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	13 City Commission 6:00 pm (Invoc-Grant)	14 Arts, Recreation, Culture Committee 6 pm	15	16 Artist Reception 5-8 pm (Adele Grage)	17	18 Town Hall Meeting 10 am (Gail Baker Community Center)
19 Farmers Market 10 am-2 pm (Russell Park)	20 City Commission Budget Workshop 6 pm	21 Community Development Board 6 pm	22 Environmental Stewardship Cmte. 6 pm	23	24	25
26 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6pm (Adele Grage)	27 City Commission 6:00 pm (Invoc-Kelly)	28	29	30	31	

CITY COMMISSION

August 2026						
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2 Farmers Market 10 am-2 pm (Russell Park)	3	4	5	6	7	8
9 Farmers Market 10 am-2 pm (Russell Park) Songwriters Concert 6 pm (Gulliford Hall)	10 City Commission 6:00 pm (Invoc-Ring)	11	12 Environmental Stewardship Cmte. 6 pm	13 Pension Boards 6 pm	14	15 Movie in the Park 7 pm (Johansen Park)
16 Farmers Market 10 am-2 pm (Russell Park)	17	18 Primary Election	19 City Commission Budget Workshop 6 pm	20 Artist Reception 5 pm (Adele Grage)	21	22
23 Farmers Market 10 am-2 pm (Russell Park) Acoustic Night 6 pm (Adele Grage)	24 City Commission 6:00 pm (Invoc-Ford)	25 Community Development Board 6 pm	26 Arts, Recreation, Culture Committee 9am – 5pm Environmental Stewardship Cmte. 6 pm	27 Atlantic Beach Film Series – “Kiss the Ground” 6 pm (Adele Grage)	28	29 Theater in the Park 6pm (Johansen Park)
30 Farmers Market 10 am-2 pm (Russell Park) Theater in the Park 6 pm (Adele Grage)	31					

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Resolution No. 26-77 to Approve Change Order #1 for the 2425-06 Ahern Street Roadway Improvements Project

SUBMITTED BY: Matt Krug, Deputy Public Works Director
Steve Swann, City Engineer 

TODAY'S DATE: June 5, 2026

MEETING DATE: June 22, 2026

BACKGROUND: Bid 2425-06 Ahern Street Roadway Improvements Project was awarded by City Commission on October 27, 2025, to Florida Infrastructure, Inc. After the contractor was mobilized, it was determined that a change order was necessary to accommodate private parking stalls at 62 Ocean Boulevard. Currently, those parking stalls are on private property as well as City right-of-way. The parking stalls are being moved to allow safe parking that will not impact the multi-use path being built within the City right-of-way.

BUDGET: The project had a starting budget of \$800,000.00, and the winning bid came in at \$552,383.15. This left a remaining balance of \$247,616.85 that can fund the \$47,520.00 needed for this change order.

RECOMMENDATION: Adopt Resolution No. 26-77.

ATTACHMENTS: Resolution No. 26-77
Change Order #1 Proposal from Florida Infrastructure, Inc.

REVIEWED BY CITY MANAGER:  _____

RESOLUTION NO. 26-77

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, TO APPROVE CHANGE ORDER #1 FOR THE 2425-06 AHERN STREET ROADWAY IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Bid 2425-06 Ahern Street Roadway Improvements Project was awarded by City Commission on October 27, 2025, to Florida Infrastructure, Inc. After the contractor was mobilized, it was determined that a change order was necessary to accommodate private parking stalls at 62 Ocean Boulevard. Currently, those parking stalls are on private property as well as City right-of-way. The parking stalls are being moved to allow safe parking that will not impact the multi-use path being built within the City right-of-way; and

WHEREAS, the project had a starting budget of \$800,000.00, and the winning bid came in at \$552,383.15. This left a remaining balance of \$247,616.85 that can fund the \$47,520.00 needed for this change order.

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

SECTION 1. The City Commission hereby approves Change Order #1 to the 2425-06 Ahern Street Roadway Improvements Project;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the contract with Florida Infrastructure, Inc. and approve a Purchase Order to said vendor in the amount of \$47,520.00;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 22nd day of June, 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. 26-78 authorizing the City Manager to issue a task authorization to Crawford, Murphy & Tilly, Inc. to design the sidewalk and pedestrian improvements for the Sailfish Drive Multi-Use Path Project

SUBMITTED BY: Steve Swann, P.E., City Engineer 

TODAY'S DATE: June 5, 2026

MEETING DATE: June 22, 2026

BACKGROUND: The Sailfish Drive Multi-Use Path, identified in the 2021 Connectivity Plan, features the construction of a 2,900-foot-long, 8-foot-wide concrete multi-use pathway along Sailfish Drive. This critical infrastructure project will seamlessly connect Atlantic Boulevard to an existing multi-use trail on Plaza. The completed trail will serve residents and visitors of Atlantic Beach by vastly improving safety, neighborhood connectivity, and walkability from local residential areas and parks to the commercial, restaurant and retail corridor on Atlantic Boulevard.

The City has a Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. (CMT), and City Staff have worked with CMT to create a proposal for the design. The tasks include performing initial and final design of sidewalk improvements on Sailfish Drive between Plaza Road and Atlantic Boulevard as well as replacing the AC water main between Cavalla Road and Atlantic Boulevard, as described in the Proposal dated May 29, 2026.

BUDGET: There is \$330,000.00 budgeted for FY2026 in account 300-5002-541-6300 under project number PW2605 "Sailfish Drive Multi-Use Path."

RECOMMENDATION: Adopt Resolution No. 26-78.

ATTACHMENT: Resolution No. 26-78
Proposal from Crawford, Murphy & Tilly, Inc. dated May 29, 2026

REVIEWED BY CITY MANAGER:  _____

RESOLUTION NO. 26-78

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A TASK AUTHORIZATION TO CRAWFORD, MURPHY & TILLY, INC. TO DESIGN THE SIDEWALK IMPROVEMENTS FOR THE SAILFISH DRIVE MULTI-USE PATH PROJECT; 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 Sailfish Drive Multi-Use Path, identified in the 2021 Connectivity Plan, features the construction of a 2,900-foot-long, 8-foot-wide concrete multiuse pathway along Sailfish Drive. This critical infrastructure project will seamlessly connect Atlantic Boulevard to an existing multiuse trail on Plaza. The completed trail will serve residents and visitors of Atlantic Beach by vastly improving safety, neighborhood connectivity, and walkability from local residential areas and parks to the commercial, restaurant and retail corridor on Atlantic Boulevard; and

WHEREAS, The City has a Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. (CMT), and City Staff have worked with CMT to create a proposal for the design. The tasks include performing initial and final design of sidewalk improvements on Sailfish Drive between Plaza Road and Atlantic Boulevard as well as replacing the AC water main between Cavalla Road and Atlantic Boulevard, as described in the Proposal dated May 29, 2026.; and

WHEREAS, there is \$330,000.00 budgeted for FY2026 in account 300-5002-541-6300 under project number PW2605 "Sailfish Drive Multi-Use Path."

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

SECTION 1. The City Commission hereby authorizes the City Manager to execute a Task Authorization with Crawford, Murphy & Tilly, Inc in the amount of \$92,000.00 to design the sidewalk and pedestrian improvements for the Sailfish Drive Multi-Use Path Project as described in Proposal dated May 29, 2026, and;

SECTION 2. The City Commission hereby authorizes the City Manager to approve a Purchase Order to Crawford, Murphy & Tilly, Inc. in the amount of \$92,000.00 for said Task Authorization.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 22nd day of June, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

RFQ 25-01 Professional Engineering Services
WORK ORDER 4
between
City of Atlantic Beach
and
Crawford, Murphy and Tilly (CMT)
Sailfish Drive Sidewalk and Watermain Improvements

A. GENERAL

The Owner and Engineer have entered into a Continuing Contract (“Agreement”) which provides that, from time to time, the “Owner may request that Engineer provide professional services for Specific Projects,” and “each engagement will be documented by a Work Order.” This document is a Work Order. The Agreement sets forth the general terms and conditions which shall apply to this Work Order.

B. DESCRIPTION OF ASSIGNMENT

This Work Order is for Professional Engineering Services in connection with the City’s efforts to construct an 8-ft wide sidewalk on Sailfish Drive. The project will include approximately 2,900 linear feet of sidewalk and pedestrian improvements within the existing right of way from Plaza Road to Atlantic Boulevard. The project also includes replacing approximately 600 linear feet of an existing 6” AC water main between Cavalla Road and Atlantic Boulevard.

C. PROJECT OVERVIEW

The intent of the proposed project is to perform initial and final design of sidewalk improvements on Sailfish Drive between Plaza Road and Atlantic Boulevard as well as replacing the AC water main between Cavalla Road and Atlantic Boulevard, based on an approved conceptual plan by the City of Atlantic Beach (COAB). Project items include sidewalk, pedestrian improvements, minor driveway, 6”-8” PVC pipe, and drainage improvements.

Sidewalk improvements will include 8-ft wide concrete path, pedestrian improvements, and signing and pavement marking. Minor driveway improvements will include adjusting driveways and tie-in slopes for the sidewalk. Water main replacement will include abandon in place existing AC water main and installing 6”-8” PVC water main parallel to existing line. Minor drainage improvements will include adding/adjusting drainage inlets and tie-in to existing grades and swale and rain garden improvements. Right-of-way acquisition and environmental impacts (wetlands) are not anticipated with this project. Utility coordination will be completed as necessary, and required agency permit applications will be submitted. Safety and clear zone improvements will be included as necessary. Existing lighting/utility poles and tress will be evaluated to remain to the extent possible but may be removed/relocated as necessary.

D. SCOPE OF SERVICES

I. Scope of Services:

A. Concept/30% Submittal/Survey

We will initiate the survey work soon after the Notice to Proceed (NTP). Upon receipt of the survey data, we will do an internal review and evaluate the current sidewalk route of Sailfish Drive to design the most efficient route avoiding utility/tree conflicts to the extent possible. We will prepare and deliver an 11" x 17" PDF version of the concept plan of the sidewalk improvements for review by COAB. This includes one (1) in-person meeting and one (1) virtual meeting with COAB staff.

Once the concept has been approved by COAB, we will prepare and deliver an 11x17 pdf version of the 30% design plans of the sidewalk improvements including typical section and sidewalk layout plan to the COAB for review. The COAB comments shall be incorporated into the 60% plans.

Survey

CMT will provide surveying services for this project and will include enough detail to complete the design and permitting services described herein and shall at a minimum include Sailfish Drive from Plaza Road to the Atlantic Boulevard. Survey does not include utility verification holes to locate existing AC water main. Final survey shall be provided in an electronic copy in AutoCAD Civil 3D (V2018, DTM included) along with a signed and sealed Surveyor's Report.

B. 60% Submittal

We will prepare and deliver an 11" x 17" and PDF version of 60% plans, preliminary specifications, and a preliminary construction cost estimate to the COAB for review. This includes one (1) virtual meeting with COAB staff. The COAB comments shall be incorporated into the Final plans.

Plans will include detail sufficient to clearly demonstrate the design intent, satisfy permit requirements, obtain Agency approvals, and shall include at a minimum:

- Horizontal planimetric view of sidewalk at no greater than 1" = 40' on scalable 11" x 17" plan sheets;
- Project Layout
- Grading and driveway improvements;
- Swale and rain garden improvements;
- Pavement marking and signage;
- Horizontal and vertical planimetric view of water main at no greater than 1"=40' on scalable 11" x 17" plan sheets;
- Typical Details for driveways;
- Typical Details for drainage structures;
- Typical Details for utilities;
- Cross sections every 100' along the sidewalk, and as required to show details in areas of special interest;
- Temporary Traffic Control (MOT)

C. Final Plans/Permitting

CMT will prepare and deliver an 11" x 17" and PDF version of 100% Construction plans, specifications and engineer's estimate of probable cost to the COAB. We will prepare and submit permit exemption request to the SJRWMD. We anticipate no surface water and/or wetland impacts.

II. Project Deliverables

A. CMT will provide one digital signed and sealed 11" x 17" copy of the Final plans and technical specifications. We will provide electronic files of the Final Plans and specifications to the COAB including PDF, AutoCAD, MS Word, MS Excel, and any other electronic format used in the design effort and construction document preparation.

III. Compensation Amount

Compensation will be Total NOT TO EXCEED amount of **\$92,000.00**. Payments will be made based on the verifiable percent completion of each task listed below:

Task A – Concept/Survey	\$27,200.00
Task B – 30% Submittal/Geotechnical	\$19,500.00
Task B – 60% Submittal	\$26,100.00
<u>Task C – Final Plans/Permitting</u>	<u>\$19,300.00</u>

Total NOT TO EXCEED Compensation for all Tasks **\$92,000.00**

IV. Project Schedule

Preliminary Project Schedule will be submitted prior to the kick-off meeting.

V. Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

- Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
- Arborist Services
- Permitting/Relocation of Protected Species, if required.
- Construction Inspection Services
- Site lighting or structural design services
- Landscape Architectural Design Services
- NPDES Permitting, Reporting and Inspection Services
- Wetland Mitigation Impacts/Fees

VII. Attached as Appendices

A) Man-Hour Sheet

VIII. The provisions of this Work Authorization No. WA- are subject to all terms and conditions of the above-referenced Contract.

IN WITNESS WHEREOF, the parties hereto have executed Work Order to be effective as of the date first above written.

OWNER:

City of Atlantic Beach
1200 Sandpiper Lane
Atlantic Beach, FL 32233

ENGINEER:

Crawford, Murphy & Tilly, Inc
7400 Baymeadows Way
Jacksonville, FL. 32256

By: _____

Name: Steve Swann

Title: City Engineer

Date Signed: _____

By: _____

Name: Paul E. Ina

Title: Group Manager, ST FL

Date Signed: _____

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2025 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT: City of Atlantic Beach
 PROJECT NAME: Sailfish Drive Shared Use Path
 CMT JOB NO.:

Prep By: PROJ MGR
 DATE: 05/29/26

Apprvd: PROJ PNCL
 DATE: 05/29/26

TASK NO.	TASKS \ CLASSIFICATIONS	PROJ MANAGER II	PROJECT ENGINEER / MANAGER I	SR ENGINEER / ARCHITECT II	SR TECHNICIAN I / ARCHITECT I	SENIOR ENGINEER / SPECIALIST 3	SR TECH MANAGER / GIS SPEC	SENIOR PLANNER / ARCHITECT I	ENGINEER I	SENIOR TECH I	ENVRON SPEC & TECHNICIAN II	TECH PLANNER / ADMIN	ADMIN ASSISTANT / ACCOUNTANT	MAN HOURS & LABOR SUMMARY	
														TOTAL	
CURRENT YEAR 2025 HOURLY RATES		\$280	\$240	\$195	\$175	\$165	\$155	\$150	\$150	\$150	\$150	\$125	\$105	\$85	TOTAL
1	CONCEPT PLAN	12		10		12					36				70
2	30% DESIGN PLANS	4		16		24					48				92
3	60% DESIGN PLANS	8		24		36					88				156
4	FINAL PLANS/PERMITTING	4		20		32					60				116
5															
6	SURVEY SERVICES										4				4
7	SUBSURFACE UTILITY EVALUATION										4				4
8	GEOTECHNICAL INVESTIGATION														
TOTAL MAN HOURS		28		70		104					240				442
SUBTOTAL - BASE LABOR EFFORT		\$7,840		\$13,650		\$17,160					\$36,000				\$74,650

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL FEE			
		TRAVEL MILEAGE	MEALS & LODGING	SUBS ADMIN	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	OTHER EXP	OTHER EXP	TOTAL EXPENSE				
1	CONCEPT PLAN														\$12,690	\$12,690
2	30% DESIGN PLANS														\$15,400	\$15,400
3	60% DESIGN PLANS														\$26,060	\$26,060
4	FINAL PLANS/PERMITTING														\$19,300	\$19,300
5																
6	SURVEY SERVICES										\$14,000				\$14,000	\$14,600
7	SUBSURFACE UTILITY EVALUATION										\$3,500				\$3,500	\$4,100
8	GEOTECHNICAL INVESTIGATION															
TOTALS		\$74,650									\$17,500				\$17,500	\$92,150
TIME PERIOD OF PROJECT		2022	2023	2024		2025	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM					15%	MULTI-YEAR + OT MLTPLR & AMT		
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR		100%					100%	OT ADJUSTMENT FACTOR						1.0000		
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT		1.0000					1.0000									
ESTIMATED CONTINGENCY																
ROUNDING																
TOTAL FEE		MATH CROSS CHECK IS OK											\$92,150			

REQUIRES INPUT TO COMPLETE

FORMULAS - NO ENTRY SHOULD BE MADE IN CELL

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Resolution No. 26-79 Public Works Equipment Building Project

SUBMITTED BY: Matt Krug, Deputy Director, Public Works

TODAY'S DATE: June 5, 2026

MEETING DATE: June 22, 2026

BACKGROUND: The Public Works Equipment Building Project has been identified as a priority project on the FY2025-2026 Capital Projects Plan. The building will replace the current 6-bay barn with a metal 6-bay building. The company who performed the Public Works Building Remodel Project, Atlantic Coast Construction, has a current contract with St. Johns County that the City can piggyback on to complete this project. Atlantic Coast Construction provided a proposal for the work, totaling \$297,000.00, which includes the demolition of the current building being done by City staff.

BUDGET: The FY2025-2026 budget contains \$300,000.00 budgeted in Account 001-5001-541-6200 under Project PW2609 for the Public Works Equipment Building Project.

RECOMMENDATION: Adopt Resolution No. 26-79.

ATTACHMENTS:

1. Resolution No. 26-79
2. Proposal from Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group dated May 22, 2026
3. St. Johns County Master Construction Agreement No. 25-MCA-ATL-21904

REVIEWED BY CITY MANAGER: _____



RESOLUTION NO. 26-79

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AWARDING THE PUBLIC WORKS EQUIPMENT BUILDING PROJECT TO ATLANTIC COAST CONSTRUCTION; 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, The Public Works Equipment Building Project has been identified as a priority project on the FY2025-2026 Capital Projects Plan. The building will replace the current 6-bay barn with a metal 6-bay building; and

WHEREAS, the company who performed the Public Works Building Remodel Project, Atlantic Coast Construction, has a current contract with St. Johns County that the City can piggyback on to complete this project; and

WHEREAS, Atlantic Coast Construction provided a proposal for the work, totaling \$297,000.00, which includes the demolition of the current building being done by City staff; and

WHEREAS, the FY2025-2026 budget contains \$300,000.00 budgeted in Account 001-5001-541-6200 under Project PW2609 for the Public Works Equipment Building Project.

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

SECTION 1. The City Commission awards the Public Works Equipment Building Project to Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the piggyback contract with Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group and approve a Purchase Order to said vendor in the amount of \$297,000.00;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 22nd day of June, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 25-MCA-ATL-21904

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This Master Construction Agreement (“Contract”) is made this 20th day of October, 2025 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **ATLANTIC COAST SALES & SERVICE, INC. D.B.A. ATLANTIC COAST CONSTRUCTION GROUP** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 5909 St. Augustine Road, Suite 2, Jacksonville, FL 32207, Phone: (904) 396-4005, and E-mail: estimates@atlcoast.org, for **IFB NO: 2449; NW WTP OPERATOR’S BUILDING** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Construction Plans (REVISED September 5, 2025) (Per IFB Addenda 1 and 2)
 - ii. Exhibit B – Technical Specifications (REVISED September 5, 2025) (Per IFB Addendum 3)
 - iii. Exhibit C – St. Johns County Development Review Commercial Clearance Sheet: C2024-007402 (January 3, 2025)
 - iv. Exhibit D – St. Johns County Operations Division Paving & Drainage Construction Permit No. COMM 24-92 (December 31, 2024)
 - v. Exhibit E – St. Johns River Water Management District (SJRWMD) Permit No. 21489-83 (March 25, 2025)
- e) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
- f) IFB Documents and Bid Forms with all addenda thereto for IFB No. 2449

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Purchasing Director, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Purchasing Director shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Purchasing Director, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Purchasing Director.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Project involves construction of a 1,500 square foot Operators' Building at the Northwest Water Treatment Plant located at 1205 State Road 16, St. Augustine, Florida 32084.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article XIII, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the

IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **one hundred eighty (180)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete

items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Substantial Completion or Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$502.48** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **Eight Hundred Twenty-Nine Thousand Three Hundred Thirty-Seven Dollars and Zero Cents (\$829,337.00)**, the "Contract Price". The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Lump Sum. Such unit prices shall apply to revisions to the Work as directed by the County in accordance with Article IX. Unit prices are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has submitted the following requirements:

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Purchasing Director shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's

Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

4.5.2.1 Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 12.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise

and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 14.21 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug"

as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

5.3.8.1 Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

5.3.8.2 In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action

shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article IX.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Utility Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents.

Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 9.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 9.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3.2.5 Force Majeure Events

9.2.5.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by a Force Majeure Event, as defined herein, so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or "act of God" that is already contemplated in the Work, or any other performance by the Contractor, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable or within the control of the Contractor at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this provision, Contractor must notify the County, in writing, within five (5) business days of the beginning of the Force Majeure Event, which Contractor claims caused the delay or failure by the Contractor to perform under this Contract.

9.2.5.3 If Contractor's delay or failure, caused by a Force Majeure Event, extends beyond a period of thirty (30) calendar days, from the beginning of the Force Majeure Event, the County shall have the right to terminate this Contract, in accordance with the provisions of this Contract, and shall only be liable to the Contractor for any Work performed and validated (if required for payment hereunder) prior to the date of termination of this Contract.

9.2.5.4 If the Contractor's delay is confirmed by the County to be caused by a Force Majeure Event, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and completion time, as may be affected by such delay. However, it is expressly understood by the Contractor that the County is not obligated to make any such adjustments to the provisions of this Contract, and shall do so only if it serves the best interest of the County. This provision shall not be interpreted to limit the County's right to terminate for convenience.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and

- other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
 - c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.3.5 In the event there is an unforeseeable increase to the cost of project materials during the course of this Contract, which exceeds twenty percent (20%), the Contractor must provide documentation demonstrating the original amount of the quoted materials, the updated quote for materials, and two (2) or more additional quotes from alternate sources for the materials demonstrating the Contractor is providing the best value to the County. The County will review the information provided in accordance with Article IX.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval. The Contractor is to provide certification from the surety that the amount of a change order has been incorporated into the bond to cover the additional scope of work and/or cost associated with the Change Order.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Purchasing Director for determination in accordance with the provisions of Paragraph 1.1.6. No request by Contractor

for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in

accordance with Section 9.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including

adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 12.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor’s Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Contract, shall mean St. John’s County, its elected officials, officers,

employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Commercial Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 13.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builders Risk.

13.6.2.1 Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.4 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 13.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4, 13.5, and 13.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

14.3.1 Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

14.3.2 The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Laws

Contractor and the Work must comply with all Applicable Laws and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. The Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

14.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

14.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of

enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County’s continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084
 Attn: Bryan Matus
 Email Address: bmatus@sjcfl.us

Atlantic Coast Sales & Service, Inc.
 dba Atlantic Coast Construction Group
 5909 St. Augustine Road, Suite 2
 Jacksonville, FL 32207
 Attn: Bradley K. Clark, President
 Email Address: estimates@atlcoast.org

With a copy to:

St. Johns County
 Office of the County Attorney
 500 San Sebastian View
 St. Augustine, FL 32084
 Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

Contractor:

St. Johns County (Seal)
(Typed Name)

Atlantic Coast Sales & Service, Inc. D.B.A.
Atlantic Coast Construction Group (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

By: [Signature]
(Signature of Authorized Representative)

Jaime Locklear
(Printed Name)

Bradley K. Clark
(Printed Name)

Purchasing Director
(Title)

President
(Title)

10/20/2025
(Date of Execution)

October 17, 2025
(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: [Signature]
(Deputy Clerk)

10/20/2025
(Date of Execution)

ST. JOHNS COUNTY
OCT 20 2025
PURCHASING

Legally Sufficient:
[Signature]
(Office of County Attorney)

10/23/25
(Date of Execution)



FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__ Contractor _____
 By: _____
 (Signature)
 By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
 My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



IFB NO: 2449; NW WTP Operator's Building
Master Contract No: 25-MCA-ATL-21904

ACCEPTANCE OF NOTICE OF AWARD

The undersigned hereby acknowledges receipt of the Notice of Award and associated Contract Documents and certifies the intent of the awarded Bidder to perform the required services in accordance with the Contract Documents, St. Johns County Policy, as well as applicable rules, regulations and laws.

Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group this 17th day of October, 2025.

By: *Bradley K. Clark*
Signature of Authorized Representative

Name: Bradley K. Clark
(Please Type or Print)

Title: President
(Please Type or Print)

ST. JOHNS COUNTY
OCT 20 2025
PURCHASING -

Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | s|cfl.us



NOTICE OF AWARD

October 7, 2025

Atlantic Coast Sales & Service, Inc.
dba Atlantic Coast Construction Group
5909 St. Augustine Road, Suite 2
Jacksonville, FL 32207
Attn: Bradley K. Clark, President

IFB NO: 2449; NW WTP Operator's Building - Master Contract 25-MCA-ATL-21904

St. Johns County hereby issues this Notice of Award to Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group as the lowest, responsive, responsible Bidder to provide the services specified under IFB No: 2449. The final, approved Contract is attached to this notice for an authorized representative of Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group to sign and return in accordance with the following instructions:

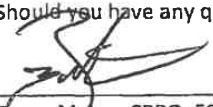
Attached, via email, is an electronic copy of the Contract and an Acceptance of this Notice of Award. Please sign, date, seal (if applicable) and return all of the following **within ten (10) consecutive calendar days of receipt** of this Notice:

1. The Contract signed by an authorized representative. Contract may be printed, signed, scanned and emailed or mailed via USPS, or may be digitally signed (using a secure electronic signature platform such as DocuSign or AdobeSign) and returned via email to the contact identified below. If the authorized representative is not a Principal of the firm, or a Delegation of Authority Letter has not been provided, then one must be provided with the signed copy of the Agreement. **Please date only the signature page of the Contract.**
2. The Acceptance of the Notice of Award (2nd page of this notice), signed by an authorized representative.
3. All applicable Certificates of Insurance as stated in Article XIII of the Contract.

NOTE: *In accordance with the Bid Documents, failure to return the required contract documents within the time shown above shall be grounds for cancellation of this Award.*

All Documents must be returned to Diana M. Fye, BAS, NIGP-CPP, CPPB, FCCM, Senior Procurement Coordinator, via email to dfye@sjcfl.us. Upon signature by the County, a fully executed copy of the Contract will be returned to your firm.

Should you have any questions please don't hesitate to call Diana M. Fye at (904) 209-0162.


Bryan Matus, CPPO, FCCM
Purchasing Manager
(904) 209-0148 – Direct
bmatus@sjcfl.us

Date: 10/7/25

Purchasing Department | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us



**ATLANTIC COAST
CONSTRUCTION GROUP**

Construction Proposal v4

5909 SAINT AUGUSTINE ROAD, SUITE 2 / JACKSONVILLE, FLORIDA 32207 / P (904) 396-4005 F (888) 599-5713 / www.atlcoast.org

City of Atlantic Beach

1200 Sandpiper Ln E
Jacksonville, FL 32233

PREPARED FOR

Matthew Krug

Deputy Director of Public Works

City of Atlantic Beach Public Works

PREPARED BY

Atlantic Coast Construction Group

Construction Manager | General Contractor | Masonry & Concrete Contractor

5909 St. Augustine Rd., Ste 2
Jacksonville, FL 32207

PREPARED AND DELIVERED ON

May 22, 2026

ENCLOSED

Cover Letter
Scope of Work
Preliminary Rendering



ATLANTIC COAST CONSTRUCTION GROUP

Cover Letter

5909 SAINT AUGUSTINE ROAD, SUITE 2 / JACKSONVILLE, FLORIDA 32207 / P (904) 396-4005 F (888) 599-5713 / www.atlcoast.org

Dear Mr. Krug,

On behalf of Atlantic Coast Construction Group, thank you for the opportunity to provide this proposal for the turnkey installation of the new pre-engineered metal building and associated concrete slab for the City of Atlantic Beach. We greatly value our ongoing relationship with the City and appreciate the continued trust placed in our team.

The success of our prior project demonstrated what we believe to be our greatest strength—working in close coordination with City staff and Public Works leadership to deliver the right solution, not just a finished structure. We approach this project with the same emphasis on constructability, coordination, and cost awareness, with the goal of delivering a durable, well-executed facility that meets the City's operational needs.

This proposal reflects a collaborative approach that allows design details, sequencing, and material selections to be finalized efficiently while maintaining clear alignment with the City's expectations. We have structured the scope to clearly define responsibilities and provide flexibility where appropriate, ensuring a smooth transition from demolition and site preparation into construction.

From a scheduling standpoint, we are prepared to proceed immediately. Current material lead times have been considered, and our team is positioned to coordinate closely with City staff to support an efficient start and orderly execution of the work.

We welcome the opportunity to review this proposal together and confirm assumptions, selections, and coordination items to ensure full alignment prior to proceeding. Our goal is a straightforward, well-coordinated project that continues the successful working relationship established with the City of Atlantic Beach.

Thank you again for the opportunity. We look forward to discussing next steps and are available at your convenience.

Sincerely,

Tim McCord
Lead Estimator
Atlantic Coast Construction Group
timmc@atlcoast.org | 904.314.1581



ATLANTIC COAST CONSTRUCTION GROUP

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Scope of Work

Division 01 – General Requirements

Atlantic Coast Construction Group will serve as General Contractor for the construction of the new pre-engineered metal building and associated concrete slab. Our responsibilities include overall project coordination, scheduling, safety oversight, quality control, testing coordination, and general conditions required to execute the work efficiently and safely. We will work in close coordination with City staff and Public Works to confirm sequencing, access, and inspections throughout the project.

Division 02 – Existing Conditions / Demolition (By Owner)

The City of Atlantic Beach will perform demolition of the existing wood structure and removal of the existing concrete slab. The existing slab will be fully removed due to budgetary, efficiency, slope and constructability constraints, allowing for proper subgrade preparation and placement of a new slab consistent with the proposed building design.

Atlantic Coast Construction Group's scope begins **after completion of demolition and site preparation**, with a prepared subgrade made available for testing and construction.

Division 03 – Concrete

Atlantic Coast Construction Group will construct the concrete foundation system and slab-on-grade to support the pre-engineered metal building. Demolition of the existing structure and slab will be performed by the City prior to commencement of this scope.

Scope Includes:

- **Eight (8) reinforced concrete spread footings**, approximately 6'-0" x 6'-0" x 1'-6", constructed per approved engineered PEMB foundation drawings
- **3,000 PSI concrete** for all footings and piers
- **Reinforcing steel tied and placed per approved shop drawings**
- **Concrete slab-on-grade**, approximately 40'-0" x 70'-0" x 6", constructed with **4,000 PSI concrete**
- **Vapor barrier installed per plan**
- **Concrete apron / approach**, approximately 150'-0" x 6'-0"
- **Formwork for all Division 03 concrete work**

Subgrade conditions will be verified prior to concrete placement, and anchor bolts and embeds will be coordinated with the final engineered PEMB package. Concrete placement, finishing, curing, and jointing will be performed in accordance with project requirements.

Division 05 – Metals (Anchor Bolts)

Atlantic Coast Construction Group will furnish and install all anchor bolts required for the pre-engineered metal building in accordance with the approved engineered PEMB foundation drawings.

Scope includes furnishing anchor bolts and templates, setting and securing anchor bolts prior to concrete placement, and coordinating layout, elevations, and alignment with Division 03 concrete work and Division 13 PEMB erection.



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Division 07 – Thermal and Moisture Protection

The proposal includes multiple configuration options to allow the City to balance performance and cost, including:

- 3" White Vinyl-Backed Roof insulation (included due to building height)
- Roofing system selections, including optional standing seam metal roofing

Final selections will be coordinated with the City prior to fabrication.

Division 09 – Finishes (If Applicable)

No interior finishes are included unless specifically noted elsewhere in the proposal.

Division 13 – Pre-Engineered Metal Building

Atlantic Coast Construction Group will furnish and erect a pre-engineered metal building system in accordance with the approved manufacturer's engineered drawings.

Building Configuration

- **Approximate building size: 40'-0" x 70'-0" x 18'-0"**
- **Roof pitch: 3:12, with 21'8", 20', 28'4" BAY SPACING**
 - 1 - 40' POST & BEAM FRAMING ON LEFT ENDWALL W/ 2 @ 20' COLUMN SPACINGS
 - 1 - 40' POST & BEAM FRAMING ON RIGHT ENDWALL W/ 2 @ 20' COLUMN SPACINGS
- **Main frames:** Two (2) rigid clear-span frames
- **Endwalls:**
 - Left endwall: Post-and-beam framing, **two (2) @ 20'-0" column spacings**
 - Right endwall: Post-and-beam framing, **two (2) @ 20'-0" column spacings**

Roof System

- **26-gauge PBR galvalume**
- **Die-formed ridge cap**

Wall Systems

- **Front sidewall:** 26-gauge PBR metal panels, **standard** color, with bypass girts
- **Back sidewall:** 26-gauge PBR metal panels, **standard** color, with bypass girts
- **Left endwall:** 26-gauge PBR metal panels, **standard** color, with flush girts
- **Right endwall:** 26-gauge PBR metal panels, **standard** color, with flush girts

Bracing

- Weak Axis Bracing on Front Sidewall
- Weak Axis Bracing on Back Sidewall

Openings & Doors

- **Factory-located framed openings** complete with jamb and head trim:
 - Front sidewall: **Three (3) @ 14'-0" W x 16'-0" H**
 - Back sidewall: **Three (3) @ 14'-0" W x 16'-0" H**
- **Six (6) wind-lock roll-up doors, 14'-0" W x 16'-0" H**, with chain hoist
- **Two (1) 3'-0" x 7'-0" walk door** with mortise lockset and closer

Engineering

- Florida-licensed structural engineer stamped drawings, including foundation plan, provided with the PEMB package



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Division 22 / 23 / 26 – Plumbing, HVAC, Electrical (Excluded)

No mechanical, plumbing, or electrical work is included in this scope. These systems will be completed by the City following turnover of the structure.

Division 31 – Earthwork (By Owner)

Site preparation, earthwork, and utilities are by others. Atlantic Coast Construction Group assumes the City will deliver a prepared building pad suitable for slab construction. Subgrade conditions will be verified through testing prior to concrete placement.

Coordination & Next Steps

This scope is intended to clearly define responsibilities, sequencing, and assumptions while allowing flexibility to finalize design details collaboratively. We recommend a coordination meeting with City staff and Public Works to confirm demolition timing, slab design assumptions, and PEMB configuration selections prior to final authorization.

Contingency Clarification

The proposal includes a project contingency in the amount of **\$27,000.00**. This contingency is intended to provide the City with budget protection for unforeseen conditions, owner-directed changes, minor scope adjustments, or other project-related costs that are not specifically included in the base scope of work. Use of contingency funds shall require prior authorization by the City. This structure allows the project to remain within the City's available budget while preserving flexibility for unforeseen conditions.



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Pricing

COAB PEMB v4		
Contracting Requirements		\$ 7,500.00
Division 00	Contracting Requirements	\$ 7,500.00
	P & P Bond	
	Architecture and Design	
General Requirements		\$ 68,631.23
Division 01	General Conditions	\$ 68,631.23
	Includes: Project Management / Supervision / Safety	
	Permitting	
	Material Testing	
	Portoilets	
	Site Trailer	
	Pre-Con Surveying	
	Dumpsters	
	Final Clean	
	Final Survey	
	Other General Requirements	
Facility Construction		\$ 193,868.77
Division 02	General Conditions	\$ -
	Demolition	Completed by COAB
Division 03	Concrete	\$ 80,478.15
	Building Concrete - All new	
Division 05	Metals	\$ 1,398.00
	Anchor Bolts	
Division 07	Thermal & Moisture Protection	\$ -
	Insulation	Included in PEMB pricing
Division 08	Openings	\$ 5,242.50
	Doors, Frames and Hardware	
Division 13	Speical Construction	\$ 106,750.12
	PEMB	
Facility Services	Excluded	\$ -
Site & Infrastructure	Excluded	\$ -
Construction Total		\$ 270,000.00
Contractor Fee		\$ -
Grand Total		\$ 270,000.00
Contingency		\$ 27,000.00
<i>Notes: All Work not specifically called out is excluded</i>		

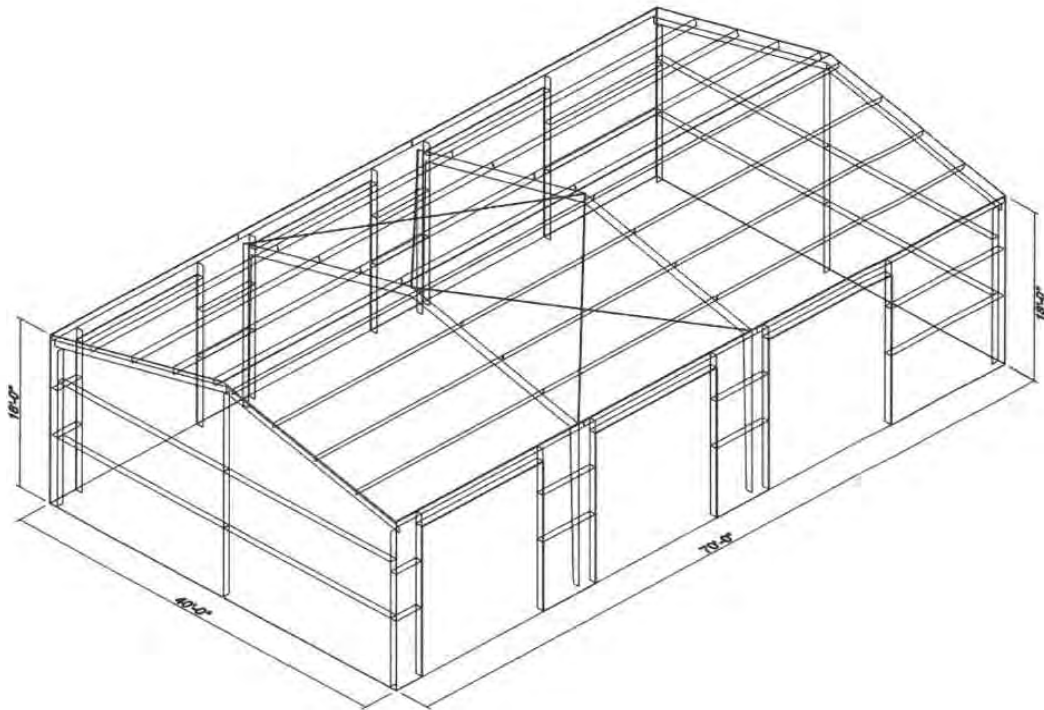


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CONSTRUCTION GROUP

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Preliminary Rendering

(not to scale)



**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Resolution No. 26-80 to Award the 2026 Annual Milling & Paving Project to Preferred Materials, Inc.

SUBMITTED BY: Matt Krug, Deputy Director, Public Works

TODAY'S DATE: June 5, 2026

MEETING DATE: June 22, 2026

BACKGROUND: City staff have been working to identify the streets to be resurfaced for the 2026 Milling & Paving Project, using physical inspections, repeat complaints, and grades from a pavement management system. The list of streets also includes resurfacing Dutton Island Road from the entrance to Dutton Island Preserve to the round-about. Preferred Materials, Inc. has a contract with the City of Jacksonville that the City can piggyback on to complete this work. City staff proposes to issue a purchase order to the contractor up to, but not to exceed, the budgeted amount under the FY2025-2026 budget.

BUDGET: The FY2025-2026 budget has \$471,078.00 budgeted for the 2026 Annual Milling & Paving Project under Project PW2345. There is also \$250,000.00 budgeted under Project PW2603 for Plaza and Dutton Island Road resurfacing. Both projects are budgeted in Account 300-5002-541-6300.

RECOMMENDATION: Adopt Resolution No. 26-80.

ATTACHMENTS:

1. Resolution No. 26-80
2. City of Jacksonville Contract #72065-22 with Preferred Materials, Inc.
3. Cost Estimate for Proposed 2026 Milling & Paving Project

REVIEWED BY CITY MANAGER:



RESOLUTION NO. 26-80

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE 2026 ANNUAL MILLING & PAVING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff have been working to identify the streets to be resurfaced for the 2026 Milling & Paving Project, using physical inspections, repeat complaints, and grades from a pavement management system. The list of streets also includes resurfacing Dutton Island Road from the entrance to Dutton Island Preserve to the round-about; and

WHEREAS, Preferred Materials, Inc. has a contract with the City of Jacksonville that the City can piggyback on to complete this work. City staff proposes to issue a purchase order to the contractor up to, but not to exceed, the budgeted amount under the FY2025-2026 budget; and

WHEREAS, the FY2025-2026 budget has \$471,078.00 budgeted for the 2026 Annual Milling & Paving Project under Project PW2345. There is also \$250,000.00 budgeted under Project PW2603 for Plaza and Dutton Island Road resurfacing. Both projects are budgeted in Account 300-5002-541-6300.

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 2026 Annual Milling & Paving Project;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Preferred Materials, Inc. and approve a Purchase Order to said vendor in the amount of \$721,078.00;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 22nd day of June, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

**CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
PREFERRED MATERIALS, INC.
FOR
CONTINUOUS ASPHALT RESURFACING – SOUTHEAST AREA**

THIS CONTRACT for continuous asphalt resurfacing in the Southeast Area (the “Project”) is executed as of this 26th day of October, 2022, effective as of October 1, 2022 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (hereinafter the “Owner” or the “City”), and **PREFERRED MATERIALS, INC.**, a foreign profit corporation with principal office at 4636 Scarborough Drive, Lutz, Florida 33559 (hereinafter the “Contractor”).

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

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips and apply asphalt pavement to prepared base, construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, and improve and maintain existing drainage swales in the Southeast Area, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made September 22, 2022.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, Inc. for the Right of Way and Stormwater Maintenance Division of the City of Jacksonville’s Department of Public Works, bid number CP-0143-22, bid date August 31, 2022, designated as *Specifications for Continuous Asphalt Resurfacing Program (North, West, and Southeast Areas)*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the “Contract Documents”) now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part

hereof to the same extent as if fully set out herein, for a total amount not to exceed TEN MILLION AND 00/100 USD (\$10,000,000.00), at and for the prices and on the terms contained in the Contract Documents; provided however, the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. The term of this Contract shall commence on October 1, 2022 and shall remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through September 30, 2023, with two (2) one (1) year renewal options.

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

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

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

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

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

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

ATTEST:

By James R. McCain Jr.
James R. McCain Jr.
Corporation Secretary



CITY OF JACKSONVILLE, FLORIDA

By Lenny Curry
Lenny Curry, Mayor

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

WITNESS:

Sylvia J Rocek
Signature
Sylvia J Rocek
Type/Print Name
Assistant Secretary
Title

PREFERRED MATERIALS, INC.

John W Taylor
Signature
John W Taylor
Type/Print Name
Vice President
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

ENCUMBRANCE & FUNDING INFORMATION:

Account No.: 11415.153101.565050.001024.00000000.00000

Amount: \$10,000,000.00

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

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



Director of Finance
City Contract #72065-22

Form Approved



Assistant General Counsel

Doc # 2022260517, OR BK 20466 Page 2074,
Number Pages: 13
Recorded 10/17/2022 12:10 PM,
JODY PHILLIPS CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$112.00

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

CONTRACT NUMBER 72065-22

PERFORMANCE BOND NUMBER K41620717

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Preferred Materials, Inc.

Principal Business Address: 4636 Scarborough Drive, Lutz, Florida 33559

Telephone: 904-288-6300

As to the Surety:

Name: Federal Insurance Company

Principal Business Address: 202B Halls Mill Road, Whitehouse Station, NJ 08889-3454

Telephone: (908) 903-2000

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

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

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

Telephone: (904) 255-8763

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips and apply asphalt pavement to prepared base, construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, and improve and maintain existing drainage swales in the Southeast Area, all in accordance with plans, drawings, and specifications.

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

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **PREFERRED MATERIALS, INC.**, as Principal (hereinafter the "Contractor"), and _____ Federal Insurance Company _____, a corporation organized and existing under the laws of the State of _____ Indiana _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TEN MILLION AND 00/100 USD (\$10,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 72065-22 (the "Contract"), effective as of the 1st day of October, 2022, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips and apply asphalt pavement to prepared base, construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, and improve and maintain existing drainage swales in the Southeast Area, all in strict accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, Inc. for the Right of Way and Stormwater Maintenance Division of the City of Jacksonville's Department of Public Works, bid

number CP-0143-22, bid date August 31, 2022, designated as *Specifications for Continuous Asphalt Resurfacing Program (North, West, and Southeast Areas)*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

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

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

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

- (1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory

attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

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

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared


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

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

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

SIGNED AND SEALED this 13th day of October, 2022.

WITNESS:

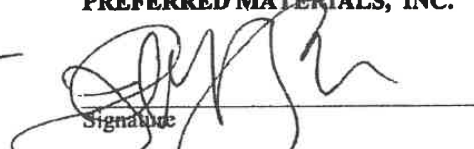


Signature
Sylvia J. Rotek

Type/Print Name
Assistant Secretary

Title

PREFERRED MATERIALS, INC.




Signature
John W. Taylor

Type/Print Name
Vice President

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:



Bonnie Rice, Witness

Federal Insurance Company

By 
Its Attorney-In-Fact

AS SURETY

Name of Agent: Carolyn E. Wheeler

Address: 1111 Northshore Drive, Suite N-550

Knoxville, TN 37919

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

Form Approved:



Office of General Counsel

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

CONTRACT NUMBER 72065-22

PAYMENT BOND NUMBER K41620717

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Preferred Materials, Inc.

Principal Business Address: 4636 Scarborough Drive, Lutz, Florida 33559

Telephone: 904-288-6300

As to the Surety:

Name: Federal Insurance Company

Principal Business Address: 202B Halls Mill Road, Whitehouse Station, NJ 08889-3454

Telephone: (908) 903-2000

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

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

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

Telephone: (904) 255-8763

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips and apply asphalt pavement to prepared base, construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, and improve and maintain existing drainage swales in the Southeast Area, all in accordance with plans, drawings, and specifications.

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**CITY OF JACKSONVILLE, FLORIDA
PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

KNOW ALL MEN BY THESE PRESENTS, that **PREFERRED MATERIALS, INC.**, as Principal (hereinafter the "Contractor") and Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of TEN MILLION AND 00/100 USD (\$10,000,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 72063 (the "Contract"), effective as of the 1st day of October, 2022, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary to mill and resurface existing roadways, construct full depth asphalt widening strips and apply asphalt pavement to prepared base, construct or reconstruct ADA ramps, remove and reconstruct existing concrete curb and gutter and driveways, perform related shoulder work, and improve and maintain existing drainage swales in the Southeast Area, all in strict accordance with plans and specifications prepared by Eisman & Russo Consulting Engineers, Inc. for the Right of Way and Stormwater Maintenance Division of the City of Jacksonville's Department of Public

Works, bid number CP-0143-22, bid date August 31, 2022, designated as *Specifications for Continuous Asphalt Resurfacing Program (North, West, and Southeast Areas)*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

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

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

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

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

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

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

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

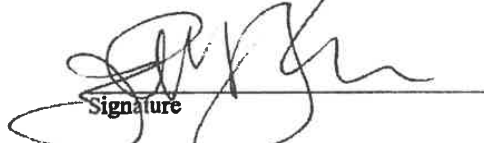
PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it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

SIGNED AND SEALED this 13th day of October, 2022.

WITNESS:

PREFERRED MATERIALS, INC.


Signature



Signature

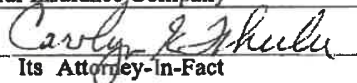
Sylvia J. Rocek
Type/Print Name
Assistant Secretary
Title

John W. Taylor
Type/Print Name
Vice President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:


Bonnie Rice, Witness

Federal Insurance Company
By: 
Its Attorney-in-Fact

AS SURETY

Name of Agent: Carolyn E. Wheeler
1111 Northshore Drive, Suite N-550
Address: Knoxville, TN 37919

Form Approved:


Office of General Counsel

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

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Carolyn E. Wheeler

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 13, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Contract Purchase Agreement POA-72065-22



Agreement	POA-72065-22
Agreement Date	26-SEP-2022
Revision	0
Agreement Amount	10,000,000.00 USD
Solicitation Number	CP-0143-22

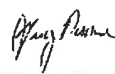
Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier Preferred Materials Inc. (a CRH Company)
11482 Columbia Park Drive West
Suite 3
JACKSONVILLE, FL 32258

Notes Pricing in accordance with CP-0143-22 Continuous Asphalt Resurfacing Program (Southeast Area).

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20842	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
1-Oct-2022	30-Sep-2023	David Klages dklages@coj.net		

DRAFT

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division 
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SUBJECT: CONTINUOUS ASPHALT RESURFACING PROGRAM (NORTH, WEST, AND SOUTHEAST AREAS)

BID #: CP-0143-22

OPEN DATE: 8/31/2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: BY AREA TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR THAT AREA

NUMBER OF BIDS INVITED: 9 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the lowest responsive, responsible bidder, Preferred Materials, Inc., for each area (North, West, and Southeast) in the initial annual not-to-exceed expenditure amount of \$10,000,000.00 per area. Total initial not-to-exceed award amount will be \$30,000,000.00. Period of service will be from October 1, 2022 through September 30, 2023 with two (2) one (1) year renewal options.

Funding for this award will be encumbered from various Right of Way and Stormwater Maintenance Division accounts, executed by formal contract through the Office of General Counsel, and processed via individual Purchase Orders.

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

ATTACHMENTS: Recommendation Memo, EBO Review, Bid Tabulation, Scope of Work, Basis of Award


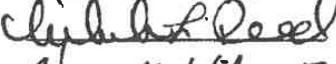

ANALYST: 
DAVID KLAGES

RESPECTFULLY SUBMITTED: 
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 3 **MEMBERS DISAPPROVING** 0 **DATE:** 9/22/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY _____ **DATE** _____

APPROVED **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION  _____

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

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Employment Agreement with City Manager
SUBMITTED BY: Robert Blanco, Director of HR, Safety & Risk Mgmt.
TODAY'S DATE: June 11, 2026
MEETING DATE: June 22, 2026

BACKGROUND: The City had an Interim City Manager who had been employed with the City since 2017 and was providing stable leadership and operational continuity during the past five months. In addition to his service with the City, he has more than 30 years of professional experience and previously served as Deputy City Manager, providing him with extensive knowledge of the City's operations, personnel, finances, and strategic priorities.

Conducting a national search would have required a significant investment of time and financial resources. By contrast, promoting a qualified internal candidate offers cost savings, operational efficiency, and a seamless leadership transition. The Commission determined that it was not in the best interest of the City to engage a national executive search firm, as Interim City Manager Kevin Hogencamp demonstrated his leadership abilities, experience, and commitment to the organization and was considered for permanent appointment. A motion was approved on June 8th 2026 approving the appointment of Kevin Hogencamp to City Manager.

Accordingly, the Mayor and City Attorney negotiated an employment agreement with Interim City Manager Kevin Hogencamp to serve as the City's permanent City Manager which now comes before the commission for consideration.

BUDGET: TBD

RECOMMENDATION: Approve Resolution No. 26-81 confirming the prior appointment of City Manager and authorizing the Mayor to execute the employment agreement setting forth the terms and conditions of his employment.

ATTACHMENT(S): 1. Resolution No. 26-81
2. Employment Agreement for City Manager Services (to be published with final agenda)

CITY MANAGER: _____

RESOLUTION NO. 26-81

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND KEVIN HOGENCAMP AS CITY MANAGER; CONFIRMING THE COMMISSION'S PRIOR APPOINTMENT OF KEVIN HOGENCAMP AS CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission is responsible for the appointment of the City Manager pursuant to Section 10 of the City Charter; and

WHEREAS, Kevin Hogencamp has been employed by the City of Atlantic Beach since 2017 and has served in several leadership capacities, including Deputy City Manager; and

WHEREAS, Mr. Hogencamp possesses more than thirty (30) years of professional experience and has demonstrated extensive knowledge of municipal operations, budgeting, personnel administration, public infrastructure, and strategic planning; and

WHEREAS, Mr. Hogencamp has served as Interim City Manager since January 2026, providing stable leadership, operational continuity, and effective management of City affairs during this transitional period; and

WHEREAS, the City Commission has evaluated the City's leadership needs and determined that Mr. Hogencamp's experience, qualifications, institutional knowledge, and proven performance make him exceptionally qualified to serve as City Manager; and

WHEREAS, the City Commission has determined that appointing Mr. Hogencamp as City Manager is in the best interests of the City and its residents; and

WHEREAS, at its regular meeting on June 8, 2026, the City Commission appointed Kevin Hogencamp as City Manager of the City of Atlantic Beach; and

WHEREAS, an Employment Agreement with Kevin Hogencamp setting forth the terms and conditions of his employment as City Manager is presented to the City Commission for consideration.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Confirmation of Appointment. The City Commission hereby confirms and ratifies its appointment of Kevin Hogencamp as City Manager of the City of Atlantic Beach, made at its regular meeting on June 8, 2026, in accordance with the City Charter.

SECTION 3. Approval of Employment Agreement. The Employment Agreement between the City of Atlantic Beach and Kevin Hogencamp, attached hereto as Exhibit "A," is hereby approved in substantially the form presented to the City Commission.

SECTION 4. Authorization. The Mayor is authorized to execute the Employment Agreement and any related documents necessary to effectuate this Resolution.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, Florida, this 22nd day of June 2026.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Approved as to form and correctness:

Jason R. Gabriel, City Attorney

Exhibit A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the “Agreement”) is by and between the City of Atlantic Beach, a municipal corporation (hereinafter referred to as the “City”), and Kevin Hogencamp (hereinafter referred to as “Hogencamp” or as “City Manager”), an individual who has the education, training and experience in local government management and meets all of the qualification requirements of the City Charter including but not limited to Section 22.

WITNESSETH:

WHEREAS, the City desires to employ Hogencamp as City Manager of the City of Atlantic Beach, Florida, as provided for in Section 10 of the City Charter of the City of Atlantic Beach; and

WHEREAS, the City, through its City Commission, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, Hogencamp desires to accept employment as City Manager of the City of Atlantic Beach under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Term.

This Agreement shall remain in full force and effect from the date it is fully executed by both parties until terminated by either the City or the City Manager as provided herein. The City Manager’s employment under this Agreement began June 8, 2026.

Section 2. Duties and Authority

A. The City of Atlantic Beach agrees to employ Hogencamp as its City Manager to perform the duties and functions specified in the City’s Charter and Code (including but not limited to Article III, City Charter) and to perform other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

B. The City Manager is the chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City’s Charter and/or ordinances and as may be lawfully assigned by the City and shall comply with all lawful Commission directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.

Exhibit A

C. Specifically, it shall be the duty of the City Manager to employ on behalf of the City all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the City.

D. It shall also be the duty of the City Manager to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the City Manager to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which the City Manager deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the City Manager to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except the City Manager's resignation, which must be accepted by the Commission.

G. The City Manager shall perform the duties of City Manager of Atlantic Beach with reasonable care, diligence, skill and expertise.

H. All duties assigned to the City Manager by the Commission shall be appropriate to and consistent with the professional role and responsibility of the City Manager.

I. The City Manager cannot be reassigned from the position to another position without the Commission's express, written consent and approval.

J. The City Manager or designee shall attend and shall be permitted to attend, all meetings of the Commission.

K. The Commission, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the City Manager for study and/or appropriate action.

Section 3. Compensation

A. The City agrees to pay the City Manager an annual base salary of \$230,754.70 (the "Salary") payable in installments at the same time as other City employees are paid.

B. Cost of Living Adjustments (COLA). The City Manager shall receive the same COLA increases provided to all other City general employees.

C. The City may increase said Salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Commission may determine desirable. This Agreement shall be automatically amended to reflect any Salary and benefit adjustments that are provided to the City Manager by the Commission. The term "Salary" as used herein shall refer to the base

Exhibit A

salary as adjusted by COLA and as other adjustments by the City Commission at the applicable time.

D. Annually, and in compliance with the provisions of applicable law, the City Commission and City Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the City Commission's policy objectives. Said goals and objectives shall be generally attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 4. Health, Disability and Life Insurance Benefits

A. The City agrees to provide and pay the premiums for vision, dental, and comprehensive medical insurance for the City Manager under the high-level PPO plan offered to other full-time City employees. If the City Manager elects to add a spouse at the City's expense, the coverage must downgrade to the mid-level HMO plan, or the City Manager must pay the cost differential to maintain the high-level PPO plan.

B. The City agrees to put into force and to make required premium payments for short term and long-term disability coverage for the City Manager.

C. The City shall pay the amount of premium for term life insurance in the amount of \$50,000. The City Manager shall name the beneficiary of the life insurance policy.

Section 5. Personal Leave

A. Upon commencing employment, the City Manager shall be credited with 120 hours of personal leave at the City Manager's hourly rate. Rather than carrying this personal leave forward, the City Manager may choose to be compensated for a portion of it via a one-time payment equivalent to 60 hours. If this option is selected, payment shall be issued within thirty (30) days following the effective date of appointment as City Manager, subject to all applicable payroll taxes and withholdings. This payment is intended as a one-time recruitment incentive and shall not be considered recurring compensation. In addition, beginning the first day of employment, the City Manager shall accrue personal leave at the rate for employees under the same rules and provisions applicable to other general employees.

B. In recognition of accrued annual leave that exceeds the maximum carryover permitted under the City's leave policy—and would otherwise be lost at the end of the fiscal year—the City shall provide the City Manager a one-time payment equivalent to one hundred twenty (120) hours at the Interim City Manager's hourly rate. This payment recognizes accrued leave earned during prior service with the City and shall be paid within thirty (30) days following the effective date of appointment as City Manager, subject to all applicable payroll taxes and withholdings.

Exhibit A

C. The City Manager is entitled to accrue all unused leave, up to 680 hours, and in the event his employment is terminated, without cause, the City Manager shall be compensated for all accrued personal leave up to 340 hours.

Section 6. Automobile Allowance; Cell Phone

A. The City agrees to pay to the City Manager, during the term of this Agreement and in addition to the Salary and benefits herein provided, the sum of \$500 per month, payable monthly, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. The City Manager shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular maintenance of said vehicle, including fuel or electricity. The City shall reimburse the City Manager at the IRS standard mileage rate for any business use of the vehicle beyond 100 miles of the City limit.

B. The City shall provide the City Manager with a city-issued cell phone. Any information received or retained on the city-issued cell phone shall be a public record. The City agrees to indemnify and hold City Manager harmless and bear the cost of defense for any legal claim under any public records law for any information received or retained on the city-issued cell phone.

Section 7. Retirement

The City agrees to pay, on an annual basis, an amount equal to ten percent (10%) of the City Manager's Salary to a Mission Square 401(a) account. The City's contribution shall not exceed the limits established by federal statute and/or regulation. Such payments for City Manager's retirement will be in lieu of any such payments which the City would have otherwise made on behalf of City Manager to the City's defined contribution pension plan.

The City Manager may participate in any optional supplemental retirement plan offered to employees.

Section 8. Professional Development

A. The City agrees to pay the City Manager's professional dues for membership in the ICMA, Florida League of Cities and the Florida City and County Management Association. The City may pay other professional dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Commission.

B. The City agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at professional and official travel, meetings and occasions to adequately continue the professional development of the City Manager, including but

Exhibit A

not limited to the ICMA's annual conference, the Florida City and County Management Association's annual conference, the Florida League of Cities' annual conference or other similar professional development training opportunities, provided the associated expenses do not exceed the allocated appropriation in the City's annual budget.

Section 9. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas. The City may pay dues or membership fees toward local civic organization(s) on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Commission.

Section 10. Holidays

The City Manager is entitled to the same paid holidays as the general City staff.

Section 11. Termination by the City and Severance Pay

A. The City Manager shall serve at the pleasure of the City Commission, and the City Commission may terminate this Agreement and the City Manager's employment with the City at any time, for any reason, or for no reason.

B. Should a majority of the entire Commission vote to terminate the services of the City Manager "without cause", then within ten (10) business days following such vote, the Commission shall cause the City Manager to be paid any accrued and unpaid Salary and benefits earned as of the date of the vote to terminate (including personal leave but excluding such items and allowances as are used in conducting City business such as, but not limited to, the use of the automobile allowance). Within forty-five (45) calendar days following the vote to terminate the City Manager's employment "without cause", the Commission shall cause the City Manager to be paid a lump sum severance pay equal to 20 weeks of his Salary as full and complete payment and satisfaction of any claims of the City Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Commission members and its officers, agents, and employees for all acts and actions from the beginning of time until the date of release, in substantially the form which is attached hereto and made a part hereof as Appendix 1. Any severance pay paid under this Section shall be in accordance with, and subject to the limits of, Section 215.425, Florida Statutes.

C. In the event the City Manager is terminated "for cause," the City shall have no obligation to pay the amounts outlined in Section 11, paragraph B of this Agreement, except for accrued and unpaid Salary and benefits earned as of the date of the vote to terminate with cause, and shall have no obligation to provide the general release attached as Appendix 1. For purposes

Exhibit A

of this Agreement, “for cause” is defined and limited for purposes of this Agreement to any of the following:

1. Conviction or a plea of guilty or no contest to a felony crime, or a crime involving a breach of public trust, whether or not adjudication is withheld;
2. Repeated violation of any City policy, rule, or regulation following notice of the initial violation;
3. Any intentional act involving moral turpitude causing substantial disrepute to the City; or
4. “Misconduct,” as defined in Section 443.036(29), Florida Statutes.

Section 12. Termination by the City Manager

A. The City Manager may terminate this Agreement or voluntarily resign at any time by delivering to the City Commission a written notice of termination or voluntary resignation a minimum of forty-five (45) days prior to the effective date of the termination or resignation. In its sole discretion, the City may waive, or shorten, the forty-five (45) day notice period by a majority vote of the entire Commission (three members).

B. If the City Manager terminates this Agreement or voluntarily resigns after providing the written notice required in Section 12(A), then the provisions of Section 11(B) above, shall not apply. If the City Manager terminates this Agreement or voluntarily resigns after providing the written notice required in Section 12(A), the City shall pay to the City Manager any accrued personal leave. Other than paying the City Manager any accrued compensation that he has earned as of the date of his termination, the City shall have no further financial obligation to City Manager pursuant to this Agreement, unless the City Commission by a majority vote of the entire Commission (three members) agrees to provide any other consideration. In such event, and as consideration of said approval, the City Manager shall execute and deliver to the City the general release as referenced in Section 11 B hereof.

C. If the City Manager terminates this Agreement or voluntarily resigns without providing the notice required in Section 12(A) herein, the City shall not pay to the City Manager any accrued personal leave. Other than paying the City Manager any accrued compensation that he has earned as of the date of his termination, the City shall have no further financial obligation to City Manager pursuant to this Agreement.

Section 13. Residency Requirement

The City Manager agrees that he will reside within the City as a condition of his employment as City Manager and agrees to move to the City of Atlantic Beach, as his/her residence, within six months of the date of this Agreement.

Exhibit A

Section 14. Indemnification.

A. Subject to the limitations set forth in Section 768.28, Florida Statutes, and without waiving the sovereign immunity of the City, the City shall defend, hold harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action committed by the City Manager within the scope of his employment hereunder, provided that the City Manager timely reports the same to the City Commission and cooperates fully and honestly in the City's defense thereof. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The provisions of this Section shall not apply to any claim, demand, suit or cause brought or asserted against the City Manager for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property or civil rights. In such instance, the City shall be under no affirmative obligation to indemnify or defend the City Manager and the City Manager shall be solely responsible for all costs associated with his legal defense and any settlement(s) or judgment(s) rendered in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity with the City as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 15. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 16. Code of Ethics

The "Code of Ethics" promulgated by the ICMA, as may from time to time be amended, is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

Section 17. General Terms and Conditions

A. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the City and the City Manager are merged into and rendered null and void by this Agreement. The City and the City Manager by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.

Exhibit A

B. This Agreement shall be binding on the City and the City Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. This Agreement shall become effective on the last date signed by the parties.

D. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and City Manager subsequent to the expungement or judicial modification of the invalid provision.

E. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

F. A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision or warranty contained within this Agreement. If a default, breach or anticipatory breach occurs, the party not in default may, at any time or from time to time, pursue to enforce its remedies under this Agreement by suit in equity, action at law or by any other appropriate proceeding, for damages or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however, the parties shall, prior to initiating any court proceedings, initiate and complete mediation with a Florida Supreme Court certified mediator in accordance with the procedures set forth in Section 44.102, Florida Statutes, with costs to be equally shared.

G. This Agreement and the rights, obligations and remedies hereunder shall be interpreted and governed in all respects by the laws of the State of Florida. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in courts of competent jurisdiction in and for Duval County, Florida.

Executed by the City of Atlantic Beach, Florida this ____ day of _____ 2026.

CITY OF ATLANTIC BEACH, FLORIDA

By: _____
Curtis Ford, Mayor

ATTEST:

Donna Bartle, City Clerk

Exhibit A

Executed by the CITY MANAGER this _____ day of _____, 2026.

Kevin Hogencamp

Exhibit A

APPENDIX 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE AND WAIVER

This Separation of Employment and General Release and Waiver Agreement (Agreement) is made by and between the City of Atlantic Beach (City) and Hogencamp (City Manager).

WHEREAS, City has employed City Manager; however the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of City Manager's employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing City Manager's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between City and City Manager, including without limitation, any and all claims arising out of or in any way related to City Manager's employment with or separation from the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and City Manager agree and state:

1. TERMINATION OF EMPLOYMENT

Upon their mutual agreement, City Manager's employment with City shall terminate on _____, 20__, which shall be (was) City Manager's final date of employment.

2. NO ADMISSION OF LIABILITY

This Agreement is not an admission by City Manager or City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. PAYMENT AND BENEFITS

City Manager shall receive his/her last regular paycheck at the regular scheduled payroll date. Within ten days of this Agreement, City Manager shall receive an additional payment to compensate for accumulated personal leave, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing City Manager, City shall: Pay City Manager an amount equal to twenty (20) weeks of his current Salary, subject to customary payroll deductions.

4. SURRENDER AND VACATION OF EMPLOYER'S PROPERTY

Upon execution of this Agreement, City Manager shall deliver all of City's property in his/her possession and further, shall vacate City's property.

Exhibit A

5. RELEASE AND WAIVER OF CLAIMS

In consideration of the benefits to be provided to City Manager pursuant to this Agreement, City Manager hereby irrevocably and unconditionally releases, waives, acquits and discharges the City and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, Including specifically claims under the Age Discrimination in Employment Act of 1967, arising out of any act, omission, or event from the beginning of time up to the execution of this agreement.

City hereby irrevocably and unconditionally releases, acquits and discharges City Manager from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement; provided, however, that this release does not extend to, and the City expressly reserves, any claim arising from fraud, theft, misappropriation or misuse of public funds or property, intentional misconduct, or any criminal act committed by the City Manager.

6. REFERENCES AND NON-DISPARAGEMENT

If it is necessary for City to provide a reference to a prospective employer, City Manager agrees that he will direct the prospective employer to contact the Director of Human Resources at the City of Atlantic Beach. Additionally, City Manager and the elected officials agree that they shall not disparage or make untrue statements about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law. Nothing in this Section shall restrict or limit any elected official in the discharge of official duties, in any public meeting, in the consideration of City business, or in connection with any matter of public concern, and this Section shall not be construed to abridge any right protected by the First Amendment to the United States Constitution or Article I, Section 4 of the Florida Constitution.

7. REPRESENTATIONS AND WARRANTIES

The undersigned parties hereby represent and warrant the following to the other:

- a. City Manager represents and warrants that: he/she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the City; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.
- b. City Manager represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her

Exhibit A

employment, except City Manager expressly reserves the right to file a claim for unemployment benefits. City Manager further agrees to indemnify and hold City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by City, arising out of any claim that may hereafter be made by City Manager or any other party.

- c. City represents and warrants that it has not and will not file any complaints, charges or lawsuits against City Manager with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of City Manager's employment with or separation of his/her employment with City.
- d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.
- e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.
- f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.
- g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
- h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties, or copied. Each counterpart or copy shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. JURISDICTION

This Agreement shall be governed by the laws of the State of Florida, and venue shall be in Duval County, Florida.

9. BINDING EFFECT

This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective heirs, personal representatives, successors in interest and assigns.

Exhibit A

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledges receipt of an executed copy of this Agreement.

On behalf of the City of Atlantic Beach, Florida:

Curtis Ford, Mayor

Date

City Manager

Kevin Hogencamp

Date

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Resolution No. 26-82

SUBMITTED BY: Robert Blanco, Director of HR, Safety & Risk Management

TODAY'S DATE: June 12, 2026

MEETING DATE: June 22, 2026

BACKGROUND: The City of Atlantic Beach issued Request for Proposals (RFP) No. 26-03 for a City Manager Executive Search Firm. In response, Strategic Government Resources, Inc. (SGR) submitted a proposal dated April 8, 2026. On May 26, 2026, the City Commission adopted Resolution No. 26-60, authorizing an agreement with SGR to conduct a search for a permanent City Manager. However, this Recruitment Agreement was never executed by the City.

At its regular meeting on June 8, 2026, the City Commission appointed Interim City Manager Kevin Hogencamp to the permanent position of City Manager. In light of this appointment, the executive recruitment services and search process are no longer necessary. Resolution No. 26-82 has been prepared to rescind Resolution No. 26-60 in its entirety and confirm that the prior authorization is of no further force or effect.

RECOMMENDATION: Consider approving Resolution No. 26-82

ATTACHMENT:

- Resolution No. 26-82

BUDGET: No negative impact; contract was never executed, resulting in a cost savings of the unexpended recruitment funds.

REVIEWED BY CITY MANAGER:

A handwritten signature in blue ink, reading "Kevin Hogencamp", is written over a horizontal line.

RESOLUTION NO. 26-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, RESCINDING RESOLUTION NO. 26-60, WHICH AUTHORIZED THE CITY TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL EXECUTIVE RECRUITMENT SERVICES TO CONDUCT A SEARCH FOR A CITY MANAGER; PROVIDING FINDINGS; PROVIDING THAT RESOLUTION NO. 26-60 SHALL BE OF NO FURTHER FORCE OR EFFECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CITY issued Request for Proposals No. 26-03 for City Manager Executive Search Firm (the “RFP”); and

WHEREAS, Strategic Government Resources, Inc., a Texas corporation authorized to do business in Florida submitted a proposal dated April 8, 2026, in response to the RFP (the “Proposal”); and

WHEREAS, on May 26, 2026, the City Commission of the City of Atlantic Beach, Florida (the “City Commission”), adopted Resolution No. 26-60, authorizing the City to enter into an agreement with SGR for professional executive recruitment services to conduct a search for a permanent City Manager (the “Recruitment Agreement”); and

WHEREAS, the Recruitment Agreement authorized by Resolution No. 26-60 was never executed by the City; and

WHEREAS, at its regular meeting on June 8, 2026, the City Commission appointed Kevin Hogencamp, who had been serving as Interim City Manager, to the position of City Manager of the City of Atlantic Beach; and

WHEREAS, in light of that appointment, the executive recruitment services and City Manager search contemplated by Resolution No. 26-60 are no longer necessary; and

WHEREAS, the City Commission finds it to be in the best interest of the City to rescind Resolution No. 26-60 in its entirety and to confirm that the authorization granted therein is of no further force or effect.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Atlantic Beach, Florida, that:

SECTION 1. Recitals. The foregoing recitals are true and correct and are hereby ratified and incorporated herein by reference.

SECTION 2. Rescission. Resolution No. 26-60 is hereby rescinded in its entirety and is of no further force or effect. Any and all authority granted by Resolution No. 26-60, including any authority to execute the Recruitment Agreement or any related contract with SGR, is hereby withdrawn and revoked.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

CITY OF ATLANTIC BEACH, FLORIDA

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. 26-83 approving Amendment No. 1 to the Interlocal Agreement for the Paid Parking Program at Beaches Town Center to reinstate and extend the term through December 31, 2026.

SUBMITTED BY: Kevin Hogencamp, City Manager

TODAY'S DATE: June 17, 2026

MEETING DATE: June 22, 2026

BACKGROUND: The City of Atlantic Beach and the City of Neptune Beach originally entered into an Interlocal Agreement to establish the joint Paid Parking Program at Beaches Town Center on October 7, 2019. Section 12 of the Agreement provided that the initial term was for a period of five (5) years, which subsequently expired on October 6, 2024. Following expiration, extensions are required on an annual basis by way of written approval following the adoption of Resolutions by the Parties' governing boards.

Notwithstanding the technical expiration of the initial term, both cities have continued to perform their respective municipal operational obligations under the agreement in good faith. The parties now desire to ratify and confirm this continuous performance, formally reinstate the agreement retroactive to October 7, 2024, as if no lapse had occurred, and formally extend the operational term through December 31, 2026. This administrative action ensures uninterrupted parking management and local enforcement framework continuity while staff negotiates a long-term successor agreement.

The City of Neptune Beach has approved this Amendment.

BUDGET: The paid parking program generates municipal revenue regulated under the City Charter. There is no negative fiscal impact to the General Fund associated with this administrative reinstatement and extension.

PUBLIC OUTREACH: The City of Atlantic Beach will announce the Resolution's approval on its website.

RECOMMENDATION: Approve Resolution No. 26-83 approving Amendment No. 1 to the Interlocal Agreement for the Paid Parking Program at Beaches Town Center between the City of Atlantic Beach and the City of Neptune Beach, ratifying continued good-faith performance, reinstating the agreement effective October 7, 2024, and extending the formal term through December 31, 2026.

ATTACHMENTS:

- Resolution No. 26-83
- Interlocal Agreement for Paid Parking Amendment No. 1
- 2019 Paid Parking Agreement

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT FOR THE PAID PARKING PROGRAM AT BEACHES TOWN CENTER TO RATIFY CONTINUED PERFORMANCE, REINSTATE THE AGREEMENT EFFECTIVE OCTOBER 7, 2024, AND FORMALLY EXTEND THE TERM THROUGH DECEMBER 31, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach and the City of Neptune Beach entered into that certain Interlocal Agreement for Paid Parking Program at Beaches Town Center on the 7th day of October, 2019; and

WHEREAS, Section 12 of the Agreement provided that the initial five-year term expired on October 6, 2024, to be extended thereafter on an annual basis by way of written approval following the adoption of Resolutions by the Parties' governing boards; and

WHEREAS, notwithstanding the expiration of the initial term, the Parties have continued to perform their respective obligations under the Agreement in good faith and desire to ratify and confirm such performance, reinstating the Agreement effective as of October 7, 2024, as if no lapse had occurred; and

WHEREAS, the City Commission finds that approving this amendment ensures uninterrupted management, provides a clear legal framework for enforcement and revenue distribution, protects public assets, and serves a valid public purpose.

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

SECTION 1. APPROVAL OF AMENDMENT NO. 1. The City Commission hereby approves Amendment No. 1 to the Interlocal Agreement for the Paid Parking Program at Beaches Town Center, ratifying continued performance, reinstating the agreement effective October 7, 2024, and extending the formal operational term through December 31, 2026.

SECTION 2. SEVERABILITY. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, Florida, this 22nd day of June, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR PAID PARKING
PROGRAM AT BEACHES TOWN CENTER**

This Amendment No. 1 (the "**Amendment**") is entered into to be effective as of July 1, 2026, by and between the **City of Neptune Beach**, a municipal corporation located at 116 First Street, Neptune Beach, Florida 32266, and the **City of Atlantic Beach**, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (collectively referred to as the "**Parties**").

RECITALS

- **WHEREAS**, the Parties entered into that certain Interlocal Agreement for Paid Parking Program at Beaches Town Center, which was made and entered into on the 7th day of October, 2019 (the "**Agreement**"); and
- **WHEREAS**, Section 12 of the Agreement provides that the initial term was for a period of five (5) years from the Effective Date, which initial term expired on October 6, 2024, to be extended thereafter on an annual basis by way of written approval following the adoption of Resolutions by the Parties' governing boards; and
- **WHEREAS**, notwithstanding the expiration of the initial term, the Parties have continued to perform their respective obligations under the Agreement in good faith and now desire to ratify and confirm such continued performance, and to reinstate the Agreement, effective as of October 7, 2024, as if no lapse had occurred; and
- **WHEREAS**, the governing board of each Party has, by Resolution duly adopted in accordance with Section 12 of the Agreement, authorized the execution and delivery of this Amendment; and
- **WHEREAS**, the Parties desire to amend the Agreement to reinstate the Agreement and to formally extend the term through December 31, 2026.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension of Term

Section 12 (**Term**) of the Agreement is hereby amended and restated in its entirety to read as follows:

"12. Term. Subject to the provisions of Section 9 above, the Agreement is hereby reinstated effective as of October 7, 2024, and the term of this Agreement shall be extended through **December 31, 2026**, unless sooner terminated in accordance with the terms of this Agreement. This Agreement may be extended thereafter on an annual basis by way of written approval of such extension from each of the Parties following the adoption of Resolutions by the Parties' governing boards."

2. No Other Modifications

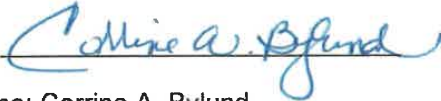
Except as expressly modified and amended by this Amendment, all other terms, conditions, covenants, and provisions of the Agreement shall remain unchanged, unmodified, and in full force and effect.

3. Counterparts

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CITY OF NEPTUNE BEACH, FLORIDA

By: 

Name: Corrine A. Bylund

Title: Mayor

Date: 06/15/2026

Attest:

By: 

Name: Catherine Ponson

Title: City Clerk

Approved as to Form and Content:

By: 

Title: City Attorney

CITY OF ATLANTIC BEACH, FLORIDA

By: _____

Name: _____

Title: Mayor

Date: _____

Attest:

By: _____

Name: Donna L. Bartle

Title: City Clerk

Approved as to Form and Content:

By: _____

Title: City Attorney

EXHIBIT A

**INTERLOCAL AGREEMENT FOR PAID PARKING
PROGRAM AT BEACHES TOWN CENTER**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into on 7th day of October, 2019 (the "Effective Date"), by and between the City of Neptune Beach, a municipal corporation located at 116 First Street, Neptune Beach, Florida 32266 (hereinafter, "Neptune Beach"), and the City of Atlantic Beach, a municipal corporation located at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter, "Atlantic Beach"). Neptune Beach and Atlantic Beach shall be referred to collectively as, the "Parties".

WHEREAS, to the extent the terms in this Agreement conflict with terms exclusive to parking management in the 1996 Interlocal Agreement between Neptune Beach, Atlantic Beach, the City of Jacksonville and Beaches Town Center Agency, the terms of this Agreement shall control.

WHEREAS, Neptune Beach intends to install, operate, and administer a pay-for-parking program in the Beaches Town Center area as more particularly described in Attachment A, attached hereto and made a part hereof (the North Beaches Parking Program, hereinafter the "Parking Program").

WHEREAS, the Parking Program will encompass certain publicly-owned property and rights of way located within the boundaries of Atlantic Beach and Neptune Beach, as more particularly described in Attachment A.

WHEREAS, Neptune Beach and Atlantic Beach intend to cooperate and coordinate in the implementation and administration of the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach have enacted paid parking ordinances to address the authority and regulatory scheme associated with the Parking Program.

WHEREAS, Neptune Beach and Atlantic Beach intend to jointly designate a District Parking Operator ("DPO") agreeable to both cities to implement the Parking Program as further defined below in accordance with the applicable ordinances of Neptune Beach and Atlantic Beach.

WHEREAS, to more efficiently and effectively administer the Parking Program, the Parties intend to memorialize their responsibilities and obligations with regards to said Parking Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Obligations of the Parties and Cost Sharing of the Parking Program

1. The above recitals are incorporated as if set forth fully herein.
2. Neptune Beach shall be solely responsible to enter into an agreement with a jointly-designated DPO for the purpose of implementing the Parking Program and providing the services as more particularly described herein. Neptune Beach may, in its discretion, upon ninety (90) days prior

EXHIBIT A

written notice to Atlantic Beach, elect to proceed without a DPO at any time. In such event, Neptune Beach shall be responsible for all obligations of the DPO under this Agreement, provided, however, Atlantic Beach may elect to terminate this Agreement in accordance with Section 8 or 13, as may be applicable.

3. Neptune Beach, either directly or through the DPO, shall be responsible for all costs for materials, hardware, software, installation of equipment, repair, maintenance, replacement, and upgrades of equipment, employee training and certification, if needed, and other such related costs to administer the Parking Program.
4. Neptune Beach shall cause the DPO to maintain and keep all appropriate accounting records related to the operation of the Parking Program and shall provide to Neptune Beach and Atlantic Beach a monthly accounting report, identifying all revenue, costs and expenses of the Parking Program, including without limitation, the specific amount of gross revenue generated from parking spaces located within duly designated parking zones within Atlantic Beach and Neptune Beach, respectively. In the event of Neptune Beach's failure to cause the DPO to do so, Neptune Beach shall be responsible for same.
5. Neptune Beach shall annually, on or before July 1 of each year, prepare and provide to Atlantic Beach, an annual proposed budget for the Parking Program. Atlantic Beach shall have the right, at its expense, to audit the Parking Program records of the DPO and Neptune Beach.
6. Neptune Beach shall remit to Atlantic Beach, on a monthly basis (with Year One to begin on October 1, 2019 and end on September 30, 2020 and years Two, Three, Four and Five to likewise follow), a total of seventy percent (70%) of all gross revenue generated by the fees, fines and rentals of the parking spaces located within duly designated parking zones within Atlantic Beach.
7. The remaining thirty percent (30%) of said gross revenue shall constitute Atlantic Beach's entire obligation towards the costs and expenses for the operation of the Parking Program and shall be retained by Neptune Beach.
8. The Parties agree that annually, but no later than September 1 of each year, they shall each review the proportional amounts described in Sections 6 and 7 above and determine whether any adjustments should be made. In the event the Parties do not agree on the proportional amounts for the fiscal year going forward, then either Party may provide written notice of termination to the other Party no later than September 1 of the applicable year, which termination shall be effective as of October 1 of the same year.
9. The Parties respective performance and obligations under this Agreement are contingent upon each Party's adoption of an annual budget containing appropriations as may be appropriate and necessary to carry out this Agreement.

EXHIBIT A

Parking Program and DPO Responsibilities

10. The agreement between the City of Neptune Beach and the DPO shall generally provide for the following:
 - a. The jointly designated DPO shall administer and operate the Parking Program in accordance with this Agreement, the Neptune Beach and Atlantic Beach Codes of Ordinances and Florida law, as applicable.
 - b. With written consent from the City Manager of Atlantic Beach and the City Manager of Neptune Beach, the DPO may make modifications, alterations, adjustments, and other such decisions related to the administration, operation and enforcement of the Parking Program in accordance with the paid parking and other applicable ordinances of Neptune Beach and Atlantic Beach, respectively.
 - d. The DPO shall be solely responsible for collecting all parking payments, enforcement penalties and fees, and other such revenue generated from the Parking Program in accordance with the ordinances of Neptune Beach and Atlantic Beach and shall remit same to Neptune Beach. The DPO shall provide to Neptune Beach and Atlantic Beach monthly accounting reports regarding all revenue and expenses associated with operation of the Parking Program, including without limitation, the information referenced in Section 4 above.

Default and Remedies

11. A default shall consist of the breach or anticipatory breach of any covenant, agreement, representation, provision or warranty entered into between Atlantic Beach and Neptune Beach relating to the Parking Program. If a default, breach or anticipatory breach occurs, the Party not in default may, at any time or from time to time, pursue to enforce its remedy under this Agreement by suit in equity, action at law or by any other appropriate proceeding, for damages or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however, the Parties shall, prior to initiating any court proceedings, initiate the conflict resolution procedures set forth in Chapter 164, Florida Statutes. No Party shall act upon any default until it has given the Party in default written notice of the default and thirty (30) days within which to cure the default.

General Provisions

EXHIBIT A

12. Term. Subject to the provisions of Section 9 above, the term of this Agreement shall be for a period of five (5) years from the Effective Date. This Agreement may be extended thereafter on an annual basis by way of written approval of such extension from each of the Parties following the adoption of Resolutions by the Parties' governing boards.
13. Termination. Except as provided in Section 8 above, either Party may terminate this Agreement by providing ninety (90) days written notice of its intent to do so to the other Party.
- a. In the event of any termination by Atlantic Beach pursuant to this Agreement, Atlantic Beach shall pay to Neptune Beach prior to the effective date of the termination, a termination fee calculated as follows:
- if during Year One (October 1, 2019 through September 30, 2020), \$45,126.90, decreased on a pro rata basis for each month prior to the effective date of termination;
 - if during Year Two (October 1, 2020 through September 30, 2021), \$24,392.29, decreased on a pro rata basis for each month prior to the effective date of termination;
 - if during Year Three (October 1, 2021 through September 30, 2022), \$18,294.22, decreased on a pro rata basis for each month prior to the effective date of termination;
 - if during Year Four (October 1, 2022 through September 30, 2023), \$11,433.89, decreased on a pro rata basis for each month prior to the effective date of termination;
 - if during Year Five (October 1, 2023 through September 30, 2024), \$5,716.94.
- Thereafter, should the Parties extend the term of this Agreement, no termination fee will be due. Further, should Atlantic Beach desire to retain the kiosks located within Atlantic Beach, Atlantic Beach shall also remit to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.
- b. In the event Neptune Beach terminates this Agreement, then Atlantic Beach may, in its sole discretion, elect to discontinue the Parking Program at no cost to Atlantic Beach or elect to continue to operate the Parking Program within the boundaries of Atlantic Beach, in which case, Atlantic Beach would be responsible for operating expenses as of the effective date of termination and, should Atlantic Beach desire to retain the kiosks within Atlantic Beach, Atlantic Beach shall pay to Neptune Beach an amount equal to \$9,081.00 for each kiosk, prorated at a depreciation rate of 12.5% per year.
14. Binding. This Agreement binds the Parties and their respective successors and assigns in all respect to all terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the Parties,

EXHIBIT A

nor shall it be considered as giving any right or benefit hereunder to anyone other than the Parties, their successors and assigns.

15. All Parties agree to comply with all applicable laws, rules and regulations, federal, state and local, in its performance under this Agreement and its implementation.
16. No waiver by any party at any time of any of the terms, conditions, covenants and agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.
17. Entirety. This Agreement constitutes the entire present agreement between the Parties. No change in, modification of, or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and executed by each of the Parties.
18. Conflicts. No member, officer or employee of the governing body of the City of Atlantic Beach or City of Neptune Beach, and no other public official of either such City who exercises any functions or responsibilities with respect to the Parking Program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Parking Program maintained under this Agreement.
19. Notices. Notices to be provided in accordance with this Agreement shall be delivered by U.S. Mail, return receipt requested, hand delivery or traceable overnight delivery service and addressed as follows:

City of Neptune Beach
c/o City Manager
116 First Street
Neptune Beach, FL 32266

With a copy to:
Zachary Roth, City Attorney
8818 Goodby's Executive Drive
Suite 100
Jacksonville, FL 32217

City of Atlantic Beach
c/o Joe Gerrity, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

With a copy to:
Brenna M. Durden, City Attorney
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 150
Jacksonville, FL 32202

EXHIBIT A

20. Indemnification. Atlantic Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Neptune Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Atlantic Beach and its officials, agents, contractors and employees. Neptune Beach, to the extent of a claim or judgment by any one person which does not exceed the sum of \$200,000 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments arising out of the same occurrence, does not exceed the sum of \$300,000, shall indemnify Atlantic Beach for any and all damages relating to the Parking Program, including reasonable attorneys' fees and costs (prior to and at trial, and through appeal) to the extent arising from the negligence or willful misconduct of Neptune Beach and its officials, agents, contractors (including without limitation, the DPO) and employees. Nothing in this Agreement nor any action relating to this Agreement shall be construed as a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by either Atlantic Beach or Neptune Beach. Additionally, there are no third party beneficiaries to this Agreement.
21. The Parties agree that the DPO may initiate services under this Agreement prior to October 1, 2019 and that reports, fees and data shall be provided in accordance with this Agreement, but that any period prior to October 1, 2019 shall not be included in Year One under this Agreement.

****SIGNATURE PAGE TO FOLLOW****

EXHIBIT A

CITY OF ATLANTIC BEACH, FLORIDA


Ellen Glasser, Mayor

Attest:


Donna L. Bartle, City Clerk

Approved as to Form and Content:


Brienna M. Darden, City Attorney

CITY OF NEPTUNE BEACH, FLORIDA


Elaine Brown, Mayor

Attest:


Catherine Ponson, City Clerk

Approved as to Form and Content:


Zachary Roth, City Attorney

ATTACHMENT A

Overview and Purpose of the North Beaches Pilot Parking Management Program

Parking is the first and last impression of every visit to the Beaches Town Center

Q What is the North Beaches Parking Program?

A North Beaches Parking Program is a Pilot Program developed as a cooperative effort between the Cities of Neptune Beach and Atlantic Beach to create a data driven, market based, self-sustaining parking management program for the Beaches Town Center area ("BTC"). What is a Pilot Program? A **Pilot Program** (also called an experimental trial) is a small-scale operation conducted in order to test logistics and evaluate the feasibility, time, cost, value and effects of a program based on real data.

This Pilot Program will run for approximately 18-24 months and is designed to allow modifications to the implemented policies and guidelines based on true market data. The program data will be reviewed daily and the resulting evaluation of that data will be used to make any refinements necessary to the Program policies and procedures as needed.

Management Policy Guidelines

Priority – while it is understood and agreed that revenue is of importance, it must also be understood that all of the points listed below have equal weight with revenue when policy is being developed. Parking is an asset that can benefit our communities and we need to ensure that we treat it as such.

Responsive – the Program Management needs to be available and responsive at any time during which the businesses in the BTC are open. The parkers are their customers, and so long as they are present there needs to be someone in a position of authority available.

Friendly, Professional and Reassuring – the staff/attendants physically running the Program will, in many cases be the first and/or last opportunity to insure the customer/visitor has a positive impression of their visit to the BTC. They need to not only be Parking Enforcement, but also serve as Ambassadors who are able to assist our visitors, customers, employees and others with any issues that might arise, or to answer any questions they may have. We cannot have these positions filled with un-skilled, poorly trained, inexperienced entry level personnel. Their importance requires they have some professional training and experience in customer service, and the maturity to handle a variety of situations that may arise.

Seamless – the Program must be inclusive, to include as many properties and parking spaces as can be assembled under one umbrella. The BTC is too compact to have multiple operations where the rules, rates, hours of operations and payment options vary from one block to the next.

Signage Pollution – the Pilot Program needs to be as universal as possible in order to minimize the amount of signage. Instructions for how to use the parking need to be simple, and not something different with each block. It is desirable to have consistent signage on City Right of Way.

Management Policy Goals

Resident neighborhoods adjacent to BTC – Neptune Beach and Atlantic Beach shall each strive to insure visitors and others coming to the BTC or beach don't start converging on residential areas. Each City shall monitor any negative parking impacts to the nearby residential areas and seek to implement methods to discourage BTC visitors from parking on nearby residential streets.

ATTACHMENT A

City Residents – Consideration needs to be given to parking within the BTC for City residents and whether special conditions relative to pricing and/or locations should apply.

Turnover of prime storefront/on-street parking spaces – the value of one single parking space is enough to impact the bottom line for many of the smaller retailers in the BTC. Having cars parked all day long in any of those spots, regardless of how much they might pay in parking fees would be detrimental to the businesses in the BTC.

Employee Parking Program – employees are as critical as customers to any business, and providing safe, convenient parking at no cost to the employee is something that must be provided. Appropriate Employee Satellite Parking and the requisite Shuttle to and from the BTC Employee Parking lot is a necessity for all BTC businesses. Employee lots should be located and managed to have minimal or no impact on any residential areas, including impacts to traffic, noise or neighborhood character

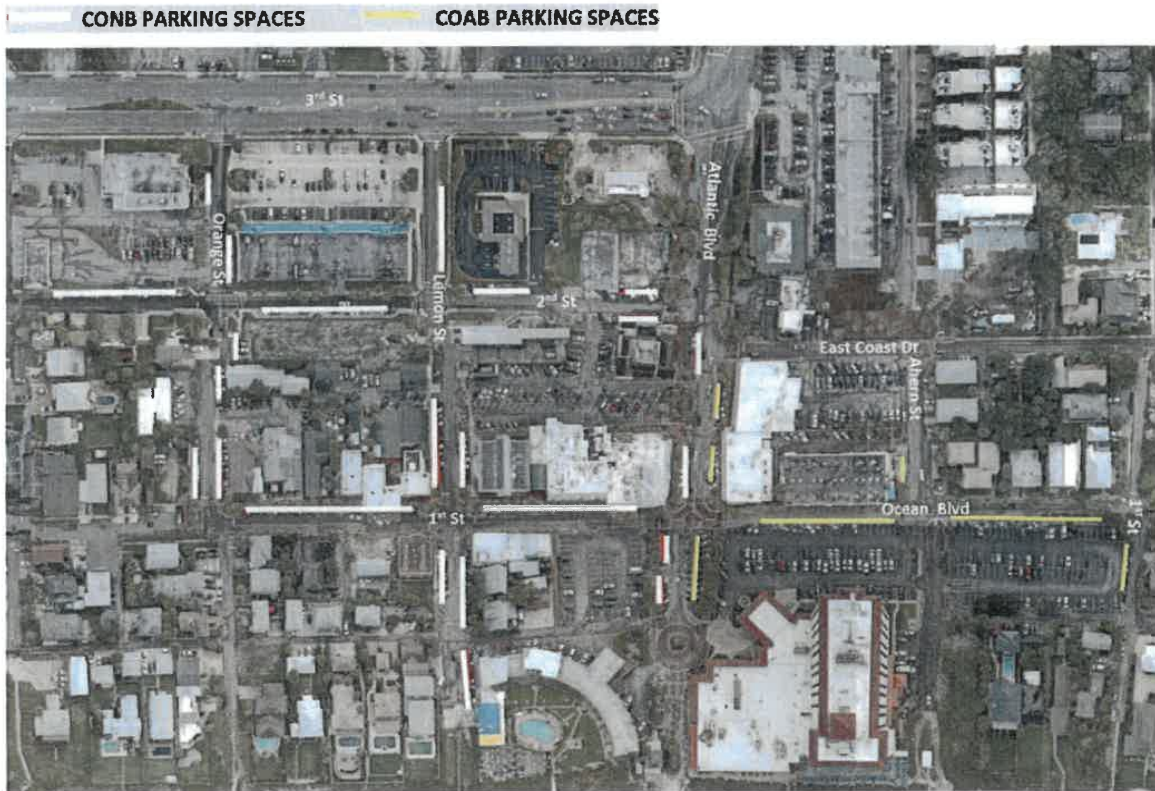
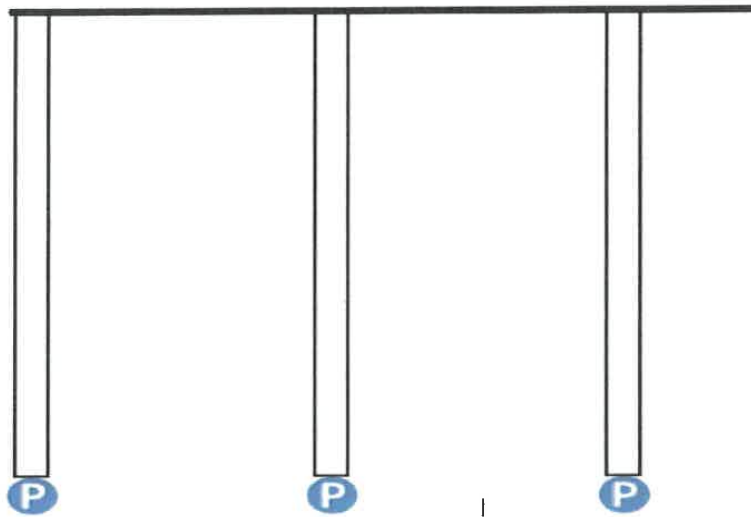
Q Where will the paid parking spaces be located?

A Spaces are located throughout the Commercial Area of the Beaches Town Center in Atlantic and Neptune Beach. Spaces will be identified by signage and/or pavement markers. There are 229 spaces (165 in Neptune Beach and 64 in Atlantic Beach).

STREET SIGN IDENTIFYING PARKING SPACES REQUIRING PAYMENT



ATTACHMENT A
PAVEMENT MARKER IDENTIFYING PARKING SPACES REQUIRING PAYMENT



ATTACHMENT A

Q How do I pay for parking?

A You can pay at any Parking Kiosk displaying this Logo;



**NORTH BEACHES PAID PARKING
PAY BY PLATE
11 AM – MIDNIGHT 7 DAYS**

**1
NOTE YOUR
LICENSE
PLATE**

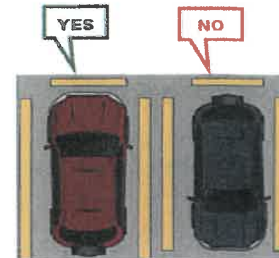


**2
ENTER PLATE
AT KIOSK*,
MAKE PAYMENT**

*APP AVAILABLE, SEE INFO



**3
PLATE MUST BE
VISIBLE, NO
BACKING IN**



You can also pay using the APP (Download instructions are posted on the Kiosks, instructional video available on our website at www.northbeachesparking.com, or ask one of our Parking Ambassadors to demonstrate for you).

Q Do kiosks accept Credit Cards? Cash?

A Yes, you can pay at the Kiosks using a credit card or cash. The Kiosks will accept \$1, \$5 and \$10 bills (no coins). The machines will not give change, so cash payments must be "exact change only".

Q Do I have to display a receipt on my dash or enter a space number?

A No, you only need to enter your plate information, there is no need to display a receipt or enter a space number to verify payment.

ATTACHMENT A

Q Where are Parking Kiosks located?

SIGNS IDENTIFYING PARKING KIOSK LOCATIONS



A

Q What happens if a Kiosk is not working, how do we pay?

A You can pay at any Kiosk displaying the North Beaches Parking logo, single Kiosks are not limited to specific spaces. You may also pay with the app.

ATTACHMENT A

Q What happens if I get a parking ticket?

A All first-time violations, other than those involving ADA or “illegal” parking will receive a one-time courtesy notice with information on the Policy violation and contact information for any questions about the North Beaches Parking Program. Any subsequent violations of Program Policy will result in the issuance of a Parking Invoice listing the violation and an option to pay the listed parking fee (Parking Daily Max - \$12) by the close of business on the next business day. Parkers will have the option of paying the fee at any Kiosk, thru the app, on-line or at the North Beaches Parking Office. If they fail to pay the fee by the time it is due there will be a \$10 administrative fee added to the invoice, and they will have 15 additional days to pay the fee. If the 15-day payment period passes without payment the Parking Invoice will become a Parking Citation and will be turned over to the appropriate Municipal Entity for enforcement and collection subject to the current Municipal Code requirements for that specific violation.

Q What happens if I want to challenge a violation notice?

A Any person receiving a violation notice may contact the North Beaches Parking Program management to discuss, challenge or question the notice by calling the Parking Administrator at any time. If the parker is not satisfied with the results of that process, they may request an additional review with the North Beaches Parking Program management and the City Manager representing the subject location of the violation.

If the violation has passed the 30-day deadline and has been turned over to the appropriate Municipal Authority then any adjudication or challenge related to that violation would be subject to the Municipal Code requirements for that specific violation.

Q What happens if my car is towed, or booted?

A No vehicles will be towed or booted by the North Beaches Parking Program unless directed to do so by the Police Department having authority over that particular parking space or area.

Q Are there any Parking Spaces with restrictions or that require a special permit?

A There could be some spaces requiring registration, any spaces so designated will be identified by this signage;

STREET SIGN IDENTIFYING PARKING SPACES REQUIRING REGISTRATION



**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Resolution No. 26-85 – Memorandum of Agreement the Saint Johns River Water Management District for Coastal Habitat Rehabilitation and Restoration Projects.

SUBMITTED BY: Steven Swann, PE, City Engineer

TODAY'S DATE: June 16, 2026

MEETING DATE: June 22, 2026

BACKGROUND: Over the years, the City of Atlantic Beach has experienced significant loss of saltmarsh habitat due to shoreline erosion. Increased boat traffic and ongoing sea level rise have accelerated this trend, resulting in the continued degradation of these important coastal resources. The loss of saltmarsh not only reduces valuable wildlife habitat but also increases the vulnerability of the shoreline to wave action and storm impacts during severe weather events.

In response to these concerns, City staff have been working with the St. Johns River Water Management District (SJRWMD) to identify and develop saltmarsh restoration opportunities within Atlantic Beach. As an initial restoration effort, SJRWMD is proposing to restore saltmarsh habitat within several historic mosquito control ditches that were constructed many years ago. Subject to budget approval by SJRWMD, the District would fund 100 percent of this first restoration project.

To facilitate this and future restoration initiatives within City limits, SJRWMD has proposed a Memorandum of Agreement (MOA) with the City of Atlantic Beach. The MOA establishes a framework for cooperation on coastal habitat rehabilitation and restoration projects and is intended to support collaborative efforts to restore, rehabilitate, and enhance coastal and estuarine habitats that provide ecological benefits, improve water quality, and increase resilience to coastal hazards and environmental change.

The MOA establishes a three-year term, with the option for renewal by mutual agreement. Individual projects undertaken pursuant to the MOA will be implemented through separate Project Agreements that will define the scope of work, responsibilities, funding commitments, and project-specific requirements.

The proposed MOA does not commit the City to any specific project or financial obligation. Rather, it creates a mechanism through which the City and SJRWMD may identify and pursue future restoration opportunities, technical assistance, and funding sources, including grants. Any project-specific commitments, including expenditures, would be subject to separate agreements and applicable City budget approvals.

In addition to the mosquito ditch restoration project, staff have been working with Environmental Science Consultants (ESC) to develop a saltmarsh restoration pilot project near the southern end of Dutton Island. Approval of the MOA will provide access to SJRWMD's expertise in saltmarsh restoration and may help identify additional funding opportunities to support this and other future restoration efforts.

The agreement preserves the City's regulatory authority, sovereign immunity, and budgetary discretion while providing a framework for coordinated planning and implementation of habitat restoration initiatives. Participation in the MOA may enhance the City's ability to secure external funding and technical assistance for environmental restoration projects within the City and surrounding coastal waters.

RECOMMENDATION: Adopt Resolution No. 26-85

ATTACHMENT(S): 1. Resolution No. 26-85
2. Memorandum of Agreement

BUDGET: There is no direct fiscal impact associated with approval of the MOA. The initial mosquito ditch restoration project is anticipated to be funded entirely by SJRWMD, subject to District budget approval. Future projects developed under the MOA may involve City funding commitments; however, such commitments would require separate Project Agreements and would be subject to available appropriations and approval through the City's budget process.

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 26-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND THE CITY OF ATLANTIC BEACH FOR COASTAL HABITAT REHABILITATION AND RESTORATION PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED PROJECT AGREEMENTS CONSISTENT WITH THE TERMS OF THE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach recognizes the importance of protecting, restoring, and enhancing coastal habitats, including estuarine and shoreline ecosystems, to improve water quality, support native wildlife, and increase resilience to storms, sea level rise, and other environmental impacts; and

WHEREAS, the Memorandum of Agreement (MOA) provides a flexible framework through which the City and the St. Johns River Water Management District may collaborate on future coastal habitat rehabilitation and restoration projects and pursue grant and other funding opportunities to maximize the effectiveness of public investments; and

WHEREAS, participation in the Memorandum of Agreement does not obligate the City to undertake any specific project or expenditure, and any future project activities and funding commitments will be subject to separate project agreements and applicable budget approvals; and

WHEREAS, the City Commission finds that entering into the Memorandum of Agreement promotes the public health, safety, welfare, and environmental sustainability of the City and its residents.

WHEREAS, the City of Atlantic Beach and the St. Johns River Water Management District desire to cooperate in the planning, funding, implementation, rehabilitation, restoration, and enhancement of coastal habitat projects that improve ecosystem function and coastal resilience; and

WHEREAS, the proposed Memorandum of Agreement establishes a framework for the parties to identify and undertake future coastal habitat rehabilitation and restoration projects through separate project agreements.

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

SECTION 1. The City Commission hereby approves the MOA with SJRWMD.

SECTION 2. The City Commission hereby authorizes the City Manager to execute the MOA with SJRWMD.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, Florida, this 22nd day of June, 2026.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

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**MEMORANDUM OF AGREEMENT
BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND
THE CITY OF ATLANTIC BEACH FOR COASTAL HABITAT REHABILITATION
AND RESTORATION PROJECTS**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose address is 4049 Reid Street, Palatka, Florida, 32177, hereinafter referred to as the “District,” and the CITY OF ATLANTIC BEACH, a political subdivision of the state of Florida, whose address is 800 Seminole Road, Atlantic Beach, FL 32233, hereinafter referred to as the “Project Partner.” The parties are hereafter referred to individually as a “Party,” and collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and charged with the responsibility to administer and enforce Chapter 373, Florida Statutes (F.S.), and the rules promulgated thereunder;

WHEREAS, the District is authorized under §373.083, F.S. to contract with public agencies, private corporations, or other persons;

WHEREAS, the Project Partner is authorized by §163.01(4), F.S., to enter into agreements with other governmental agencies to jointly exercise any power, privilege, or authority which such agencies share in common with the Project Partner or which each might exercise separately;

WHEREAS, public agencies (including the Project Partner and the District) are authorized by §163.01(14), F.S., to enter into contracts for “the performance of service functions of [such] public agencies but shall *not be deemed to authorize the delegation of the constitutional or statutory duties*” of Project Partner or District officers (emphasis added). The Parties *expressly deny* any intent, expressed or implied, in this MOA to provide for a delegation by the District of such constitutional or statutory duties to the Project Partner; and

WHEREAS, pursuant to §163.01(2), F.S., the foregoing authorization for such agreements is granted to public agencies for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW THEREFORE, for and in consideration of the foregoing premises and mutual understandings of the Parties, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated by reference.

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2. **PURPOSE OF THE MOA.** The purpose of this MOA is to formalize multi-agency cooperation on performing impacted coastal habitat rehabilitation and restoration projects (“Projects”) in and around coastal estuarine waters. Each Project will have a goal to restore, rehabilitate, or enhance coastal habitats providing additional ecosystem services/functions and enhancing resilience. The Parties are entering into this MOA to memorialize the terms and conditions under which the Parties shall assist each other in support of the Projects.
3. **TERM.** This MOA is effective upon the date on which the last of the Parties has executed this MOA and shall continue for a period of three (3) years unless otherwise terminated in accordance with the terms of this MOA. This MOA may be renewed for one or more additional three (3) year terms with the mutual written agreement of the Parties.
4. **TERMINATION.** Prior to terminating this MOA, the Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this MOA in accordance with the provisions set forth in Article 12 of this MOA (the “Dispute Resolution provisions”). If, after following the Dispute Resolution provisions, the Parties have still not reconciled, this MOA may be terminated by either Party upon thirty (30) days prior written notice to the other Party. Additionally, either Party may terminate this MOA without cause by providing ninety (90) days prior written notice to the other Party. Each Project Agreement (discussed herein) may be terminated as provided therein. In the event of early termination of this MOA or a Project Agreement, the performing Party shall be entitled to compensation by the funding Party for those services timely and satisfactorily performed pursuant to this MOA or said Project Agreement up to the date of termination.
5. **EFFECT OF TERMINATION.** Upon the termination of this MOA, the underlying Project Agreements shall also terminate, the obligations of the Parties under this Agreement shall end, and neither Party shall have a claim, including any claim for termination damages, against the other; provided, however, that any provisions evidently intended to have a continuing effect (including those obligations for which expenses have been incurred prior to termination of the Project Agreement) shall survive termination of this MOA.
6. **SCOPE OF SERVICES/WORK.**
 - A. **Scope of Projects.** The general scope of the Projects is as follows: (i) preconstruction activities; (ii) bidding and contractor selection; (iii) implementation/construction; and (iv) operation and management activities. However, the Parties acknowledge that the exact scope of each Project is unknown for purposes of this MOA. Rather, the Parties will jointly identify feasible Projects and agree upon the division of resources needed to accomplish each individual Project. All Projects will follow the purpose and scope generally described in the Scope of Services/Work attached hereto as Attachment A. The Project Agreements shall identify the tasks and actions items for each Project, as described in further detail below.
 - B. **Project Agreements.** When the Parties agree upon a Project, the Parties will execute a Project Agreement specifying each Party’s obligations and expectations. For example, Project Agreements may require one Party to perform the work identified, may require the

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other Party to fund said work, or may require the Parties to share the work and funding responsibilities. A Sample Project Agreement is attached hereto as Attachment B. Nothing contained herein shall be construed as requiring a Party to execute a Project Agreement.

- C. **Contractors.** Either Party may procure contractors to perform some or all of the work identified in the Project Agreement so long as the procurement follows competitive procurement protocols as set forth in the Party's procurement policies.
- D. **Performance Monitoring.** During the execution of any Project authorized by this MOA or associated Project Agreement, the Parties shall have the right to inspect the operation of the Project and any data pertaining to performance of the Project during normal business hours upon reasonable prior notice.

7. **COMPENSATION.**

- A. **Expenditure/Revenue.** The Parties anticipate that some Projects may require expenditures solely by one Party or may require cost sharing expenditures by both Parties. Thus, some Projects will result in revenue to the Project Partner and other Projects will result in revenue to the District.
 - B. **Grant Funding.** The Parties anticipate that certain Projects may be grant funded. For grant funded Projects, the Parties agree to perform the associated Project Agreements in accordance with the funding source requirements.
 - C. **Funding Contingency.** This MOA and all associated Project Agreements are at all times contingent upon funding availability, which may include a single source or multiple sources, including but not limited to: (1) revenues appropriated by the District's Governing Board or the Project Partner's governing body; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded by one of the Parties, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, that Party shall notify the other Party and the applicable Project Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the notifying Party may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
 - D. **Lobbying Expenditures.** Pursuant to §216.347, F.S., as amended, the Parties agree that no funds received under this MOA or associated Project Agreement may be used for the purpose of lobbying the Legislature or any other state agency.
8. **NO PLEDGE OF AD VALOREM TAXES.** The Parties agree that this MOA does not constitute a general indebtedness of either Party within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the Parties that the one Party shall not have the right to require or compel the exercise of ad valorem taxing power of

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the other Party, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this MOA. It is further agreed that this MOA and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the District and the Project Partner.

9. **NON-WAIVER OF REGULATORY POWERS.** Nothing contained in this MOA shall be construed as a waiver of, or contract for, the regulatory and permitting authority of the District or the Project Partner under applicable laws rules, and regulations.
10. **NON-WAIVER OF SOVEREIGN IMMUNITY.** Each Party to this MOA expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the state of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any Article of this MOA to the contrary, nothing in this MOA shall be deemed as a waiver of immunity or the limit of liability of either Party beyond any statutory limited waiver of immunity or the limit of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either Party for damages shall not exceed the statutory limit of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this MOA shall inure to the benefit of any third party for the purpose of allowing any claim against any Party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
11. **LIABILITY AND INSURANCE.** Each Party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that Party, its officers, employees, and agents. Nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available under the laws of the state of Florida. Each Party shall acquire and maintain throughout the term of this MOA such liability, workers' compensation, and automobile insurance, which may include participation in a self-insurance program, as required by its current rules and regulations. Each Party shall bear the cost of maintaining its own insurance coverage. Any specific insurance requirements pertaining to a Party's contractors shall be set forth in the terms and conditions of the associated Project Agreement.
12. **DISPUTE RESOLUTION.** Notwithstanding anything to the contrary in this MOA, prior to commencing an action in a court of competent jurisdiction, a Party shall first seek resolution through this dispute resolution process. The Parties to this MOA shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this MOA in accordance with the provisions set forth in this Article. The project managers for the District and the Project Partner (hereinafter, the "Project Managers") shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this MOA and any applicable Project Agreement. Issues shall be escalated to successive management levels as needed. Each Party shall bear its own attorney's fees or other costs incurred during the dispute resolution process.

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- A. Informal Dispute Resolution. If a dispute develops between the Parties concerning any provision of this MOA or a Project Agreement, or the interpretation thereof, or any conduct by the other Party under said contracts, and the Parties are unable to resolve such dispute within five (5) days, that Party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-invoking Party's Project Manager or designated representative, as the case may be, in writing ("Dispute Notice") in order to resolve such dispute.

Upon issuance of a Dispute Notice, the Project Managers or designated representative(s) shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) business days, the Project Managers shall escalate the dispute to their respective superiors.

- B. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this Article, either Party may initiate formal non-binding mediation before a single, mutually agreed upon mediator, the proceedings of which shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, F.S. The cost of mediation shall be shared equally between the Parties. If the dispute remains unresolved after conducting such mediation, then either Party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

13. **INDEPENDENT CONTRACTORS**. The Parties are independent contractors for purposes of work performed pursuant to this MOA. In providing services hereunder, neither Party nor its agents shall act as officers, employees, or agents of the other Party. No partnership, joint venture, or other joint relationship is created hereby. Neither Party extends to the other, or its agents any authority of any kind to bind the Party in any respect whatsoever.
14. **THIRD PARTY BENEFICIARIES**. Neither the District nor the Project Partner intends to directly or substantially benefit a third party by this MOA. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this MOA. Therefore, the Parties agree that there are no third party beneficiaries to this MOA and that no third party shall be entitled to assert a claim against either of them based upon this MOA, except as otherwise provided in this MOA.
15. **PROJECT MANAGEMENT/NOTICES**. The Project Managers listed below shall be responsible for overall coordination and management of the work. Either Party may change its Project Manager upon three business days' prior written notice to the other Party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are

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deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

In the case of Project Partner:	with a copy of legal notices to:
Attn: <u>Kevin Hogencamp, City Manager</u> Address: <u>800 Seminole Road, Atlantic Beach, FL 32233</u> Phone: <u>(904) 247-5817</u> Email: <u>khogencamp@coab.us</u>	Attn: <u>Jason R. Gabriel, City Attorney</u> Address: <u>800 Seminole Road, Atlantic Beach, FL 32233</u> Phone: <u>(904) 247-5813</u> Email: <u>jpgabriel@coab.us</u>
In the case of the District:	with a copy of legal notices to:
Attn: <u>Ronald E. Brockmeyer, Jr., M.S., FCCM, Project Manager</u> Address: <u>P.O. Box 1429, Palatka, FL 32178-1429</u> Phone: <u>(386) 329-4495</u> Email: <u>rbrockmeyer@sjrwmd.com</u>	Attn: <u>Erin Preston, General Counsel</u> Address: <u>P.O. Box 1429, Palatka, FL 32178-1429</u> Phone: <u>(386) 329-4176</u> Email: <u>epreston@sjrwmd.com</u>

16. INVOICES – DISTRICT PAYMENT. The following provisions apply to all invoices for District funding:

- A. **Submission Details.** The Project Partner shall submit an invoice for the amounts set forth in the applicable Project Agreement. Any funds paid by the District that have not been expended upon the termination of the applicable Project Agreement will be returned to the District. The invoice can be submitted either (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571.
- B. **End of District Fiscal Year Reporting.** The District’s fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under an associated Project Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Project Agreement does not authorize submittal of an invoice for work completed as of September 30, the Project Partner shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such work. If there have been no prior invoices, Project Partner shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- C. **Information Requirements.** All invoices shall include the following information: (1) the District contract number for the applicable Project Agreement; (2) the Project Partner’s name, address, and authorization to directly deposit payment into Project Partner’s account

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(if the Project Partner has not yet provided the District with a completed Direct Deposit Authorization form); (3) the Project Partner's invoice number and date of invoice; (4) the District Project Manager; (5) the Project Partner's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Project Agreement); and (7) Progress Report (if required). **Project Partner should not include its Federal Employer Identification Number (FEIN) or its Social Security Number on the invoices.** Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.

- D. **Travel expenses.** If the cost schedule for a Project Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the Project Partner and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
- E. **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; or (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until all grounds for withholding payment have been remedied.
- F. **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Project Agreements shall include the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If the Project Partner anticipates that expenditures will exceed the budgeted amount during any fiscal year, the Project Partner shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
17. **INVOICES – PROJECT PARTNER PAYMENT.** The following provisions apply to all invoices for Project Partner funding:
- A. **Submission Details.** The District shall submit an invoice for services completed based on the applicable Project Agreement. The invoice can be submitted either (1) by email to the Project Partner's designated project manager per the Project Agreement (preferred) or (2)

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by mail to the City of Atlantic Beach, City Manager's Office, 800 Seminole Road, Atlantic Beach, Florida 32233.

- B. End of Project Partner Fiscal Year Reporting.** The Project Partner's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Project Partner is required to account for all encumbered funds at that time. When authorized under an associated Project Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Project Agreement does not authorize submittal of an invoice for work completed as of September 30, the District shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such work. If there have been no prior invoices, the District shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- C. Information Requirements.** All invoices shall include the following information: (1) Contract number for the applicable Project Agreement; (2) the District's name and address; (3) the District's invoice number and date of invoice; (4) the Project Partner's designated Project Manager; (5) the District's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Project Agreement); and (7) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- D. Payments withheld.** The Project Partner may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Project Partner from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; or (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until all grounds for withholding payment have been remedied.
- E. Annual budgetary limitation.** The Project Agreement includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If the District anticipates that expenditures will exceed the budgeted amount during any fiscal year, the District shall promptly notify the Project Partner's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the Project Partner to receive this request is August 1 of the then-current fiscal year. The Project Partner may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

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18. **ASSIGNMENT AND PERFORMANCE.** Neither Party may assign or otherwise convey its rights and/or obligations under this MOA without first securing the other Party's prior written consent, which consent may be withheld, limited and/or conditioned in the non-assigning Party's sole discretion. Notwithstanding the foregoing, the Parties may procure the services of outside providers to perform the work outlined within the Project Agreements. Nothing herein shall preclude the right of either Party to waive its rights under this Article, but no waiver shall be granted by either Party without amendment to this MOA.
19. **AUDIT RIGHT AND RETENTION OF RECORDS.** Either Party shall have the right to audit the books, records, and accounts of the others and its contractors and subcontractors that are related to this MOA. The Parties and their contractors and subcontractors shall keep such books, records, and accounts as may be necessary to maintain a complete and correct record of events (including but not limited to invoices, progress reports, etc.) for purposes of this MOA.
20. **CERTIFICATION.** In accordance with §§287.133, 287.134, and 287.135, F.S., each Party certifies that it has not been, is not now, and during the term of this MOA will not be (a) placed on the Scrutinized Companies or Other Entities that Boycott Israel (§287.135, F.S.), Discriminatory (§287.134, F.S.), or Convicted (§287.133, F.S.) lists, (b) engaged in a Boycott of Israel (§287.135, F.S.), or (c) engaged in business operations in Cuba or Syria (§287.135, F.S.). Further, each Party acknowledges that pursuant to the respective statutes, a Party may terminate this MOA at its sole option if the other Party is found to have submitted a false certification or if the certification proves to be untrue during the term of this MOA.
21. **COMMON CARRIER.** Pursuant to §908.111, F.S., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier if the carrier is willfully providing any service in furtherance of transporting a person into the state of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, F.S., Contractor shall complete Attachment C, the Common Carrier or Contracted Carrier Attestation.
22. **TIME OF THE ESSENCE.** Time is of the essence for all work or services performed throughout this MOA.
23. **FORCE MAJEURE.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOA to the extent resulting from force majeure, including, but not limited to, compliance with any government law or regulation, acts of God, act or omissions of the other Party, third party government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the Parties (an such cause being referred to as a "Force Majeure Event"). Accordingly, the Parties further agree that:
- A. Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance of those obligations under this MOA affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-

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performing Party continues to use commercially reasonable efforts to again commence performance whenever and to whatever extent possible without delay.

B. Upon the occurrence of a Force Majeure Event, the non-performing Party shall notify the other Party within two (2) business days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) business days of the occurrence of a Force Majeure Event, and shall describe in reasonable detail the nature of the Force Majeure Event.

C. In the event of a Force Majeure Event, the time for performance by the Parties under the applicable Project Agreement shall be extended for a period of time equal to the time lost by reason of such cause through the execution of an amendment to the terms of this MOA and the impacted Project Agreement.

24. **WAIVER OF BREACH AND MATERIALITY.** Failure to enforce any provision of this MOA shall not be deemed a waiver of such provision or modification of this MOA. A waiver of any breach of a provision of this MOA shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOA.

25. **PUBLIC RECORDS.** Records made or received by the Parties in the course of performance of a Project may be public records that are subject to the requirements of chapter 119, Florida Statutes. If Project Partner receives a public records request, Project Partner shall promptly notify the District's Project Manager. Each Party reserves the right to terminate this MOA for refusal by the other Party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Florida Statutes, as amended.

IF PROJECT PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROJECT PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

**DISTRICT CLERK
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FLORIDA 32177-2571
(386) 329-4127 CLERK@SJRWMD.COM**

IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PROJECT PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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CITY OF ATLANTIC BEACH
(904) 247-5809
dbartle@coab.us
City of Atlantic Beach City Clerk's Office
800 Seminole Road
Atlantic Beach, FL 32233

26. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this MOA. The Parties shall include this requirement in all subcontracts pertaining to this MOA and associated Project Agreements. Each Party performing work under an associated Project Agreement shall obtain any and all governmental permits necessary to implement the project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this MOA and shall not be approved for project funding under an associated Project Agreement.
27. **CHANGES DUE TO PUBLIC WELFARE.** The Project Partner and the District agree to enter into good faith negotiations regarding modifications to this MOA, which may be required in order to implement changes in the interest of the public welfare or due to changes in the law.
28. **SEVERANCE.** In the event this MOA or a portion of this MOA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the Project Partner or the District elect to terminate this MOA. The election to terminate this MOA based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
29. **ENTIRE AGREEMENT.** This MOA contains the entire agreement between the District and the Project Partner pertaining to matters contained herein. Any modifications to this MOA shall not be binding unless in writing and signed by both Parties.
30. **APPLICABLE LAW AND WAIVER OF JURY TRIAL.** This MOA shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. By entering into this MOA, the District and the Project Partner hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this MOA. Each Party agrees to bear its own costs and attorney's fees relating to any dispute arising under this MOA.
31. **AMENDMENTS.** No modification, change order, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOA and executed by the Project Partner and the District.
32. **PRIOR AGREEMENTS.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The

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Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this MOA that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

33. **CONSTRUCTION OF AGREEMENTS.** This MOA and any associated Project Agreements shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties, it being recognized that both Parties have contributed substantially and materially to the preparation hereof.
34. **SURVIVAL.** All provisions of this MOA which impose or contemplate continuing obligations on a Party shall survive the expiration or termination of this MOA.

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

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IN WITNESS WHEREOF, the Parties to this Memorandum of Agreement have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Name: Mary Ellen Winkler, J.D.
Title: Assistant Executive Director

Dated: _____

CITY OF ATLANTIC BEACH
Project Partner

By: _____
Curtis Ford, Mayor

By: _____
Kevin Hogencamp, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Jason R. Gabriel, City Attorney

Attest: _____
Donna L. Bartle, City Clerk

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ATTACHMENT A
SCOPE OF SERVICES/WORK
Coastal Habitat Restoration and Rehabilitation

I. BACKGROUND

Coastal habitats perform a vast array of ecosystem functions. These functions (ecological services) include providing food that supports biological productivity and diversity; serving as habitats for species that support fisheries; attenuating or dissipating waves; controlling erosion; purifying water by sequestering nutrients, pollutants, and sediments; sequestering carbon; and providing aesthetic and recreational value. Appropriately, rehabilitation or restoration of impacted coastal habitats has been a high priority management goal since the District started its work in coastal systems. It was included in the Indian River Lagoon (IRL) Field Committee Report to the Governor (1986), IRL Joint Reconnaissance Report (Chapter 6, 1987), IRL Surface Water Improvement and Management (SWIM) Plan and its updates (1988, 1989, 1994, 2003), the Northern Coastal Basins (NCB) SWIM Plan (2003, 2016 draft), and the National Estuary Program's IRL Comprehensive Conservation and Management Plan and its updates (1996, 2008, 2019). It is currently one of the key efforts in the District's resilience planning to enhance coastal resilience.

There are four main types of impacted coastal habitats commonly targeted for rehabilitation or restoration: impounded wetlands, wetlands impacted by dragline ditching, wetlands altered by dredging or filling, and degraded oyster reefs. In addition to these efforts, the creation of "living shorelines" represents an integrated approach that combines restoration with shoreline protection. Rather than using hard infrastructure like bulkheads or riprap, living shorelines stabilize eroding or disturbed shorelines by establishing submergent and/or emergent wetland habitat along the shoreline. Another key challenge to wetland resilience involved areas that have not kept pace with relative sea level rise and can no longer support coastal wetland vegetation. In such cases, restoration techniques exist to raise the surface elevation and reestablish functional vegetated wetlands. Most projects of this type do not require ongoing operation and maintenance efforts once constructed as the restored ecosystem provides ongoing activities such as sediment capture, and carbon sequestration that create sustainable benefits. The District has successfully implemented projects across all of these restoration categories (Brockmeyer et al. 1997, 2021).

Achieving large-scale project outcomes necessitates broad stakeholder engagement and the integration of varied financial, technical, and institutional resources. The complexity of land management and ownership and jurisdictional authority across impacted wetlands led the District to establish successful partnerships that support coordinated remediation efforts and ensure alignment with the ecological goals outlined in relevant plans and initiatives. Furthermore, these partnerships have leveraged significant cost-share dollars, grant funds, and in-kind services; thus, multiplying the District's investment several-fold and achieving large-scale wetland rehabilitation. With our long history of work in coastal systems, we are in an excellent position to lead efforts toward resilience and sustainability of wetlands and other coastal habitats. Public ownership of the impacted wetland system can facilitate their rehabilitation or restoration. The acquisition and management of coastal wetlands with an emphasis on disturbed areas has been one of the District's long-standing goals. Collaboration with other governmental entities has been critical to many of these successful projects.

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II. OBJECTIVE

The overall intent of this MOA is to facilitate rehabilitation or restoration of impacted coastal habitats (including impoundments) within the coastal systems.

III. SCOPE OF WORK

Over the term of this MOA, Project Agreements issued hereunder will implement Projects that restore, rehabilitate, or enhance coastal habitats providing additional ecosystem services/functions and enhancing resilience.

IV. TASK IDENTIFICATION

Detailed tasks for each Project initiated under this MOA will be jointly defined by the Parties and enumerated in each Project Agreement.

VI. BUDGET / COST SCHEDULE

Each Project Agreement will include specific budget details, address spending authority, and a project timeline. Project costs, including matching funds and/or in-kind services, will be established by mutual agreement of the Parties and detailed in writing in each Project Agreement. The Project schedule will be jointly established by Project Managers for each Party and stated in each Project Agreement. This schedule shall include Project implementation milestones, invoicing, and Project completion. These Project Agreements will persist until a Party or all Parties terminate.

Related Literature

- Brockmeyer, R.E., editor. 2004. Optimizing IRL wetland habitat restoration and management: The IRL Wetlands Initiative. Submitted to EPA as the Final Report for agreement #CD984814-99-0, 247 p. + appendices.
- Brockmeyer, R.E., Jr., J.R. Rey, R.W. Virnstein, R.G. Gilmore, and L. Earnest. 1997. Rehabilitation of impounded estuarine wetlands by hydrologic reconnection to the Indian River Lagoon, Florida. *Wetlands Ecology and Management* 4(2):93-109.
- Brockmeyer RE, Donnelly M, Rey JR, Carlson DB. 2021. Manipulating, managing and rehabilitating mangrove-dominated wetlands along Florida's east coast (USA): balancing mosquito control and ecological values. *Wetl Ecol Manag.* <https://doi.org/10.1007/s11273-021-09843-3>.
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- Donnelly MJ, Walters L, Shaffer M. 2018. Shoreline characterization for northern Indian River Lagoon and Mosquito Lagoon. CEELAB Research Data. Orlando, FL: University of Central Florida. <https://stars.library.ucf.edu/ceelab-researchdata/1>, accessed March 2022.

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- Ford, M. A., Cahoon, D. R., & Lynch, J. C. 1999. Restoring marsh elevation in a rapidly subsiding salt marsh by thin-layer deposition of dredged material. *Ecol. Eng.* 12(3):189-205.
- Gilmore, R.G., Cooke, D.W, and Donohoe, C.J. 1982. A comparison of the fish populations and habitat in open and closed salt marsh impoundments in east-central FL. *NE Gulf Sci.* 5: 25-37.
- Grizzle R, Adams J, Walters L. 2002. Historical changes in intertidal oyster (*C. virginica*) reefs in a FL lagoon potentially related to boating activities. *J Shellfish Res* 21:749-756.
- Haydt, P.J., and D Frazel. 2003. Northern Coastal Basins SWIM Plan. St. Johns River Water Management District, Palatka, FL.
- Indian River Lagoon Field Committee. 1986. The Interagency Management Committee Report to the Governor with Recommendations for Resource Management in the Indian River Lagoon. Recommendations to Regional and Local Governments and Marine Resources Council of East Central Florida.
- Indian River Lagoon National Estuary Program. 1996. The Indian River Lagoon Comprehensive Conservation and Management Plan. Melbourne, FL, pp. 350.
- Indian River Lagoon National Estuary Program. 2008. The Indian River Lagoon Comprehensive Conservation and Management Plan Update. Palm Bay, FL.
- Parkinson, R.W., DeLaune, R.R., Hutcherson, C.T., & Stewart, J. 2006. Tuning surface water management and wetland restoration programs with historic sediment accumulation rates: Merritt Island National Wildlife Refuge, East-Central Florida, USA. *Journal of Coastal Research* 22(5):1268-1277.
- Rey, J.R., D.B. Carlson, and R.E. Brockmeyer, Jr. 2012. Coastal wetland management in Florida: environmental concerns and human health. *Wetlands Eco. and Manag.* 20(3) 197-211
- St. Johns River Water Management District and South Florida Water Management District. 1988. Interim SWIM Plan for the Indian River Lagoon. August, 1988. Palatka and West Palm Beach, Florida. 70 pp.
- St. Johns River Water Management District and South Florida Water Management District. 1989. SWIM Plan for the Indian River Lagoon. Palatka and West Palm Beach, Florida.

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**ATTACHMENT B – SAMPLE PROJECT AGREEMENT
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Coastal Habitat Rehabilitation and Restoration Project Agreement**

This Project Agreement is entered into between the Parties named below, pursuant to section 163.01(14), Florida Statutes, and the Memorandum of Agreement MOA referenced below:

Memorandum of Agreement between the St. Johns River Water Management District (the “District”) and the City of Atlantic Beach (“Project Partner”) for Coastal Habitats Rehabilitation and Restoration Projects (Contract # 42351)

The terms and conditions of the MOA are hereby incorporated into this Project Agreement. In the event of a conflict, the terms of this Project Agreement shall be given precedence over the MOA. The terms of this Project Agreement may be modified only through a written amendment executed by both Parties.

1. Parties:

District:	Project Partner:
St. Johns River Water Management 4049 Reid Street Palatka, FL 32177	City of Atlantic Beach 800 Seminole Road Atlantic Beach, FL 32233

2. Project:

Project Title: Click or tap here to enter text.	Contract Number: Click or tap here to enter text.
---	---

Project Location: Click or tap here to enter text.

Project Description: Click or tap here to enter text.

A map of the Project area is attached as Exhibit XX.

3. Project Agreement Term:

Effective Date: The later of Click or tap to enter a date. or the date both Parties execute the Project Agreement.	Expiration Date: Click or tap to enter a date.
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This Project Agreement can be terminated under the same mechanisms set forth in Article 4 of the MOA.

4. Project Funding:

Not to Exceed Amount	Source
\$ Click or tap here to enter text.	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
\$ Click or tap here to enter text.	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
\$ Click or tap here to enter text.	<input type="checkbox"/> District <input type="checkbox"/> Project Partner

Funding shall be reimbursed to the Funding Recipient (defined below) for satisfactory completion of the Project.

5. Funding Recipient:

All Project Tasks as set forth below are to be completed by the Party indicated below, who shall be the recipient of the Project Funding ("Funding Recipient"):

District Project Partner

The Funding Recipient shall submit invoices in accordance with Articles 16 & 17 of the MOA. Except as provided in paragraph 4 above, the Funding Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary for the performance of the Project.

Upon the other Party's written request, the Funding Recipient shall submit written progress reports to the other Party. The progress reports shall provide an updated progress schedule, taking into account all delays and proved changes in the Project. Failure to provide a progress report will be cause to withhold payment.

6. Insurance Requirements.

The Funding Recipient shall require its contractors, if any, to maintain insurance coverage of such types and with such terms and limits as described below throughout the term of this Project Agreement. The Funding Recipient shall require all subcontractors, if any, to make compliance with the insurance requirements of this Project Agreement a condition of all contracts that are related to this Project Agreement. The cost of acquiring insurance coverages and payments of deductibles are not reimbursable costs under this Project Agreement. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements.

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Insurance Policy Requirements for Funding Recipient's Subcontractors

General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the Parties as Additional Insured. All required policies shall include:

(1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the Parties for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the Parties no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the Parties. Approval will not be unreasonably withheld. Subcontractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers authorized to do business in Florida and having an A.M. Best rating of A- or greater. Receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Subcontractor claims an exemption from workers' compensation coverage, Subcontractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers of a corporation or members of an LLC claiming exemption who will be participating in the work. In addition, Subcontractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$2,000,000 for personal injury, bodily injury, and property damage, with a project aggregate of \$4,000,000. Coverage shall include: (1) contractual liability, (2) perils generally known as XCU (explosion, collapse, and underground property damage), subsidence, absolute earth movement (excepts as it pertains to earthquake peril only) or any equivalent peril, (3) products and completed operations, (4) independent contractors, and (5) property in the care, control, or custody of Subcontractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.
- (d) **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- (e) **Pollution Liability Policy.** Minimum limits of \$1,000,000 per occurrence.

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7. Project Management:

District Project Manager	Project Partner Project Manager
Name: Ronald E. Brockmeyer, Jr.	Name: Kevin Hogencamp (or Designee)
Address: P.O. Box 1429 Palatka, FL 32178-1429	Address: 800 Seminole Road Atlantic Beach, FL 32233
Phone: (386) 329-4495	Phone: (904) 247-5817
Email: rbrockmeyer@sjrwmd.com	Email: khogencamp@coab.us

8. Project Tasks. As part of this Agreement, the Parties agree to complete the following tasks (refer to the MOA and the Scope of Services/Work outlined in Attachment A for further description):

Task	Responsible Party
	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
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	<input type="checkbox"/> District <input type="checkbox"/> Project Partner
	<input type="checkbox"/> District <input type="checkbox"/> Project Partner

9. Special Conditions. Add any Project-specific special conditions, such as property access or grant requirements.

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IN WITNESS WHEREOF, the Parties have caused this Project Agreement to be executed on the date written below by their duly authorized representatives. This Project Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Project Agreement constitutes the entire agreement between the Parties and cannot be changed by any means other than written amendments referencing this Project Agreement and signed by both Parties.

Party

By

(Authorized Signature or Designee)

Date Signed

Print Name and Title of Signor

Party

By

(Authorized Signature or Designee)

Date Signed

Print Name and Title of Signor

Exhibits:

Exhibit XX – Map of Project area

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**ATTACHMENT C - COMMON CARRIER OR CONTRACTED CARRIER
ATTESTATION FORM**

This form must be completed by the Project Partner, City of Atlantic Beach. Capitalized terms used herein have the definitions ascribed in §908.111, F.S. The Project Partner acknowledges that the District may terminate this MOA upon receipt of knowledge or information that the Project Partner is a carrier with which the District is prohibited from contracting with under §908.111, F.S.

City of Atlantic Beach (check one statement below):

Is not a Common Carrier or contracted carrier and this MOA does not involve common carrier or contracted carrier services.

OR

Is a Common Carrier or contracted carrier and is not willfully providing and will not willfully provide any service during the MOA term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: Building Permit Fee Ordinance
SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director
TODAY'S DATE: June 10, 2026
MEETING DATE: June 22, 2026

BACKGROUND: Staff presented the proposed changes to the building permit fees to the City Commission at its June 8 meeting. No comments or concerns were raised by the Commission, and staff has proceeded with the proposed revisions as presented.

During the 2026 Legislative Session, the Florida Legislature adopted CS/CS/HB 803, relating to building permits and inspections. The legislation substantially revises various provisions of Florida law governing local building permit administration, inspections, permit exemptions, private provider services, and building permit fee structures. The bill was signed into law by Governor Ron DeSantis and becomes effective July 1, 2026.

HB 803 establishes several new statewide requirements affecting municipal building departments, including restrictions on permit fee calculations, mandatory fee reductions when private providers are utilized, expanded permit exemptions, and accelerated permit review timelines. Of particular relevance to municipalities, HB 803 further restricts local governments to collecting only those building permit fees reasonably necessary to fund the administration and enforcement of the Florida Building Code. The legislation reinforces statutory limitations requiring that building permit revenues not exceed the actual costs associated with permitting, inspections, plan review, and code enforcement activities. In addition, the changes to Florida Statute 553.79 specifically state fees cannot be based on the total cost of the project. Current fees are based on the cost of the project.

Staff recommends updating the City's building permit fee schedule and related administrative provisions to:

- Ensure compliance with revised state law governing permit fee calculations;
- Clarify fee reductions applicable to projects utilizing private providers;
- Update administrative review and inspection fees to accurately reflect actual service costs;
- Maintain adequate funding for code enforcement and permitting operations; and
- Improve transparency and consistency in permit fee administration.

The proposed updates are intended to align the City's permitting practices with the requirements established under HB 803 while preserving the City's ability to effectively administer and enforce the Florida Building Code.

Staff recommends that building permit fees be calculated using a documented cost-recovery methodology consistent with the requirements of Section 553.80, Florida Statutes, as amended by HB 803. Under the revised statutory framework, permit fees should be reasonably related to the actual costs incurred by the

City in administering and enforcing the Florida Building Code and should not exceed the amount necessary to fund permitting operations.

Accordingly, staff recommends that the City's fee schedule be structured to account for the direct and indirect costs associated with permit administration, including:

- Plan review and technical review services;
- Building inspections and re-inspections;
- Permit processing and administrative overhead;
- Technology and permitting software systems;
- Records management and document retention;
- Code enforcement activities directly related to permitting;
- Personnel costs, including salaries, benefits, training, and certifications for permitting and inspection staff; and
- Operational expenses associated with vehicles, equipment, office space, and departmental support services.

BUDGET: Undetermined net gain

RECOMMENDATION: Review and vote on Ordinance

ATTACHMENT(S): Business Impact Statement (exempt)
Ordinance No. 5-26-75
Exhibit A

REVIEWED BY CITY MANAGER:



Business Impact Estimate Form

CITY OF ATLANTIC BEACH, FLORIDA

Ordinance Title: AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, CITY FEES; AMENDING DIVISION 2, BUILDING CODE FEES, INCLUDING SECTION 2-500, SCHEDULE OF BUILDING PERMIT FEES; SECTION 2-501, SCHEDULE OF ELECTRICAL PERMIT FEES; SECTION 2-502, SCHEDULE OF PLUMBING PERMIT FEES; AND SECTION 2-503, SCHEDULE OF MECHANICAL AND GAS PERMIT FEES; AMENDING DIVISION 3, FIRE DEPARTMENT FEES, INCLUDING SECTION 2-510; CREATING A NEW DIVISION 4, PUBLIC WORKS FEES, INCLUDING SECTION 2-520, SCHEDULE OF PUBLIC WORKS PERMIT FEES; CREATING A NEW DIVISION 5, ZONING FEES, INCLUDING SECTION 2-530; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ordinance Number: 5-25-75

Date: June 10, 2026

Pursuant to Florida Statute 166.041(4), the City of Atlantic Beach has prepared this Business Impact Estimate for the proposed ordinance described below. This estimate is provided to inform the public and businesses of the potential economic impacts of the proposed ordinance, as required by law.

1. Summary of the Proposed Ordinance (statement of public purpose):

The purpose of this Ordinance is to amend the City's building permit fee schedule and related administrative provisions to ensure compliance with the requirements of CS/CS/HB 803, enacted by the Florida Legislature during the 2026 Legislative Session and effective July 1, 2026. The legislation substantially revises state laws governing building permit administration, inspections, private provider services, permit exemptions, and permit fee calculations.

2. Estimated Direct Economic Impact on Private, For-Profit Businesses:

The following estimates outline the direct economic impact of the proposed ordinance on private, for-profit businesses within the City of Atlantic Beach, as required by Florida Statute 166.041(4)(a)(2).

a. Estimated Direct Compliance Costs

b. Identification of New Charges or Fees

c. Estimated Municipal Regulatory Costs (including estimated revenues from any new charges or fees to cover such costs)

3. Good Faith Estimate of Businesses Likely Impacted

4. Additional Information

Posted on: June 12, 2026

Website: <https://coab.us/>

Note: This Business Impact Estimate is provided in compliance with Florida Statute 166.041(4). Certain ordinances, such as those related to budgets, debt issuance, or compliance with federal or state law, may be exempt from this requirement.

BUSINESS IMPACT ESTIMATE EXEMPTIONS

Pursuant to Section 166.041(4), Florida Statutes, the City of Atlantic Beach, Florida is required to prepare a Business Impact Estimate for Ordinances that are NOT exempt from this requirement.

A list of Ordinance exemptions are provided below. Please check all exemption boxes that apply to this Ordinance. If an exemption is applicable, a Business Impact Estimate IS NOT required.



The proposed ordinance is required for compliance with Federal or State law or regulation;



The proposed ordinance relates to the issuance or refinancing of debt;



The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

The proposed ordinance is an emergency ordinance;

The ordinance relates to procurement; or

The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in Section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If none of the boxes above are checked, then a Business Impact Estimate IS REQUIRED to be completed.

ORDINANCE NO. 5-26-75

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, CITY FEES; AMENDING DIVISION 2, BUILDING CODE FEES, INCLUDING SECTION 2-500, SCHEDULE OF BUILDING PERMIT FEES; SECTION 2-501, SCHEDULE OF ELECTRICAL PERMIT FEES; SECTION 2-502, SCHEDULE OF PLUMBING PERMIT FEES; AND SECTION 2-503, SCHEDULE OF MECHANICAL AND GAS PERMIT FEES; AMENDING DIVISION 3, FIRE DEPARTMENT FEES, INCLUDING SECTION 2-510; CREATING A NEW DIVISION 4, PUBLIC WORKS FEES, INCLUDING SECTION 2-520, SCHEDULE OF PUBLIC WORKS PERMIT FEES; CREATING A NEW DIVISION 5, ZONING FEES, INCLUDING SECTION 2-530; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, during the 2026 Legislative Session, the Florida Legislature adopted CS/CS/HB 803, relating to building permits and inspections; and

WHEREAS, HB 803 was signed into law by Governor Ron DeSantis and becomes effective July 1, 2026; and

WHEREAS, HB 803 substantially revises provisions of Florida law governing local building permit administration, inspections, permit exemptions, private provider services, permit fee structures, and permit review timelines; and

WHEREAS, HB 803 further limits local governments to collecting only those building permit fees reasonably necessary to fund the administration and enforcement of the Florida Building Code; and

WHEREAS, Section 553.79, Florida Statutes, as amended, provides that building permit fees may not be based upon the total construction cost of a project; and

WHEREAS, Sections 553.79 and 553.80, Florida Statutes, require that permit fee revenues be reasonably related to and not exceed the actual costs incurred by the City in administering and enforcing the Florida Building Code; and

WHEREAS, the City desires to update its building permit fee schedule and related administrative procedures to ensure compliance with state law, improve transparency and consistency in permit fee administration, and maintain adequate funding for permitting and code enforcement operations; and

WHEREAS, the City Commission finds that the amendments contained herein are necessary and in the best interests of the public health, safety, and welfare.

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

SECTION 1. Regulations Amended. The fees found in Chapter 2 Article IX updated to reflect changes as require by new State legislation as more fully set forth and described in Exhibit A, attached hereto and made part hereof, and hereby adopted to read as shown in said Exhibit A.

SECTION 2. Purpose and Intent. The purpose and intent of this Ordinance ensure compliance with House Bill 803.

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

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

SECTION 5. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the changes to Chapter 2 (Exhibit A) into the City's Code of Ordinances. Sections of the Chapter may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapters 2 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

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

PASSED by the City Commission on second and final reading this ____ day of _____, 2026.

CITY OF ATLANTIC BEACH

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

EXHIBIT A

Chapter 2 - ADMINISTRATION

ARTICLE IX. – CITY FEES

DIVISION 2. – BUILDING CODE FEES

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

- (a) ~~Generally,~~ the total permit fee shall consist of an administrative fee, plan review fees, inspection fees, and state surcharges as determined by permit type. Permit types designated with an asterisk shall have their fees multiplied by 1.5 if the total work area is over 2,500 square feet and under 4,000 square feet or multiplied by 2 if their work area is 4,000 square feet or more. Private provide discounts shall be 75% of fees designated as Building plan review fee or Building inspection fee, depending on services for which the private provider is retained.
- (1) *Building and construction permit fees.* ~~For the purposes of determining fees, floor area of a building shall be determined at each story including all portions under roofs. Separate fees shall be paid for electrical, plumbing, mechanical, zoning, fire, miscellaneous and other plan reviews and/or permits shown elsewhere in this section or in other applicable sections of this Code. Building permit fees for new construction shall be based on the most current ICC Building Valuation Data or proposed Job Cost, whichever is greater.~~
- a. *Building- Commercial permit fees.*
- (i) Foundation Repair,
Building fees - Plan review fee, \$55; Inspection fee, \$50
Total permit fee, \$205
- (ii) Window, Door, Siding, Shutters,
Building fees – Plan review fee, \$75; Inspection fee, \$100
Total permit fee, \$275
- (iii) Solar Building (requires companion electrical permit),
Zoning fees – Plan review fee, \$40; Inspection fee, \$50
Building fees – Plan review fee, \$95; Inspection fee, \$100
Total permit fee, \$385
- (iv) Foundation New*,
Public Works fees – Plan review fee, \$115; Inspection fee, \$50
Zoning fees – Plan review fee, \$115; Inspection fee, \$50
Building fees – Plan review fee, \$170; Inspection fee, \$100
Total permit fee, \$700

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(v) Building Generator,

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee \$95; Inspection fee, \$150

Total permit fee, \$505

(vi) Spa-Hot tub,

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Building fees – Plan review fee, \$75; Inspection fee, \$100

Total permit fee, \$505

(vii) Accessory Structure*,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$130; Inspection fee, \$250

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$955

(viii) Pool In-Ground,

Public Utilities fees – Inspection fee, \$50

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Building fees – Plan review fee, \$170; Inspection fee, \$200

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$960

(ix) Buildout* (new tenant),

Public Works fees – Plan review fee, \$20; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$170; Inspection fee, \$300

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$990

(x) Alteration-Repair* (existing tenant),

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$170; Inspection fee, \$300

EXHIBIT A

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$1,010

(xi) Addition* (existing tenant),

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$170; Inspection fee, \$400

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$1,145

(xii) Shell* (no tenant),

Public Utilities fee – Inspection fee, \$50

Public Works fees – Plan review fee, \$115; Inspection fee, \$50

Zoning fees – Plan review fee, \$115; Inspection fee, \$50

Building fees – Plan review fee, \$170; Inspection fee, \$400

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$1,275

(xiii) New Construction* (new tenant)

Public Utilities fees – Inspection fee, \$100

Public Works fees – Plan review fee, \$115; Inspection fee, \$100

Zoning fees – Plan review fee, \$115; Inspection fee, \$50

Building fees – Plan review fee, \$205; Inspection fee, \$400

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$1,410

(xiv) Commercial Roof

Zoning fees- Plan review fee, \$50; Inspection fee, \$55

Building fees – Plan review fee, \$55; Inspection fee, \$100

Total permit fee, \$345

b. Residential permit fees. All residential permit types in this section shall have a \$100 administrative fee, except Pool Above-Ground. Total permit fees listed below are subject to state surcharges.

(i) Foundation Repair,

Building fees – Plan review, \$55; Inspection fee, \$50

Total permit fees, \$205

EXHIBIT A

(ii) Windows, Doors, Siding, Shutters,

Building fees – Plan review, \$55; Inspection fee, \$100

Total permit fees, \$255

(iii) Solar Building (requires companion electrical permit),

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$100

Total permit fee, \$435

(iv) Spa-Hot tub,

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$100

Total permit fee, \$435

(v) Deck,

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$55; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$100

Total permit fee, \$450

(vi) Pool Above-Ground,

Administrative fee, \$60

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$200

Total permit fee, \$495

(vii) Mobile Home,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$95; Inspection fee, \$100

Total permit fee, \$545

(viii) Pool In-Ground,

Public Works fees – Plan review fee, \$55; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Building fees – Plan review fee, \$75; Inspection fee, \$200

EXHIBIT A

Total permit fee, \$570

(ix) Foundation New*,

Public Works fees – Plan review fee, \$115; Inspection fee, \$50

Zoning fees – Plan review fee, \$115; Inspection fee, \$50

Building fees – Plan review fee, \$95; Inspection fee, \$100

Total permit fee, \$625

(x) Accessory structure*,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fee, \$115; Inspection fee, \$50

Building fees – Plan review fee, \$95; Inspection fee, \$150

Total permit fee, \$635

(xi) Outdoor kitchen,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fees, \$55; Inspection fee, \$50

Building fees – Plan review fees, \$115; Inspection fee, \$300

Total permit fee, \$745

(xii) Alteration-repair*,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fees, \$115; Inspection fee, \$300

Total permit fee, \$765

(xiii) Addition*,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fees, \$75; Inspection fee, \$50

Building fees – Plan review fees, \$115; Inspection fee, \$400

Total permit fee, \$865

(xiv) New Construction*,

Public Utilities fees – Inspection fee, \$100

Public Works fees – Plan review fee, \$115; Inspection fee, \$150

Zoning fees – Plan review fee, \$115; Inspection fee, \$50

Building fees – Plan review fee, \$170; Inspection fee, \$400

Total permit fee, \$1,200

(xv) Residential Roof Shingle*

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Administrative fee, \$100
Building fees – Inspection fee, \$100
Total permit fees, \$200
(xvi) Residential Roof Other*
Administrative fee, \$100
Zoning fees – Plan Review fee, \$40; Inspection fee, \$50
Building fees – Plan review fee, \$40, Inspection fee, \$100
Total permit fees, \$330

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

- (2) Moving fee. For the moving of any building or structure, the fee shall be ~~one dollar (\$1.00) per square foot of structure(s) to be moved.~~ Calculated per the fees for new construction based on the most recent occupancy classification of the structure.
- (3) Demolition fee. For the partial or complete demolition of any building or the interior demolition of a building or structure, the fee shall be ~~one dollar (\$1.00) per square foot of structure(s) to be demolished.~~ Based on demolition permit type. All permits in this section shall have an administrative fee of \$100. Total permit fees are subject to state surcharges.

a. Commercial demolition*,

Public Utilities fees – Inspection fees, \$50
Public Works fees – Plan review fee, \$40; Inspection fee, \$100
Zoning fees – Plan review fee, \$20; Inspection fee, \$50
Building fees – Plan review fee, \$95; Inspection fee, \$100
Total permit fee, \$555

b. Commercial interior demolition*,

EXHIBIT A

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$50

Total permit fee, \$275

c. Residential demolition*,

Public Utilities fees – Inspection fee, \$50

Public Works fees – Plan review fee, \$20; Inspection fee, \$100

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$100

Total permit fee, \$480

d. Residential interior demolition*,

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$50

Total permit fee, \$260

(4) ~~*Plan check fees.* A plan checking fee shall be paid to the building department at the time of submitting plans and specifications for checking. Said plan checking fee shall be equal to one half (1/2) of the building permit fee. Such plan checking fee is in addition to the building permit fee. Additional plan checking fees are required for planning and zoning and fire department plan reviews.~~

(45) ~~*Fence fee.* For installing fencing the fee shall be sixty dollars (\$60.00) if not part of a required pool barrier. For installing fencing that is part of a required pool barrier, the fee shall be one hundred twenty dollars (\$120.00). Permit fees for fencing shall be subject to state surcharges.~~

a. Commercial fencing,

Administrative fee, \$60

Public Works fees – Plan review fee, \$20; Inspection fee, \$50

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$50

Fire fees – Plan review fees, \$150; Inspection fee, \$75

Total permit fee, \$515

b. Residential fencing, Building (enclosing a pool),

Administrative fee, \$25

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$20; Inspection fee, \$50

Total permit fee, \$165

c. Residential fencing, Zoning (not enclosing a pool),

EXHIBIT A

Administrative fee, \$25

Zoning fees, Plan review, \$20; Inspection fee, \$50

Total permit fee, \$95

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

(7) *Sign erections.* Total permit fees may be subject to state surcharges

a. Commercial Sign, Monument,

Administrative fee, \$25

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$150

Total permit fee, \$445

b. Commercial Sign, Wall,

Administrative fee, \$25

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$50

Total permits fee, \$240

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

(78) *Change of tenant fee.* ~~A fee of one hundred dollars (\$100.00) shall be paid when a new tenant occupies an existing commercial space. The fee shall be for the application review and site inspection of the property to determine occupancy compliance with required regulations. When a change of tenant occurs, the business owner shall apply for a Certificate of Use, in addition to any business license requirements.~~

(a) Certificate of Use,

Administrative fee, \$60

Zoning fees – Application review fee, \$75; Inspection fee, \$50

Building fees – Application review fee, \$95; Inspection fee, \$50

Fire fees – Application review fee, \$150; Inspection fee, \$75

Total Certificate of Use fee, \$555

EXHIBIT A

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

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

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

(b) *Plan review resubmittal fees:* ~~Plans submitted which are not initially approved shall be subject to a resubmittal fee for additional reviews, as follows: Fifty dollars (\$50.00) for the second submittal; seventy five (\$75.00) for the third submittal; and one hundred (\$100.00) for the fourth and any subsequent submittals. If a third review of the permit application documents results in disapproval by any agency for a repeated plan review comment that has not been addressed in the three submissions, the plan review fee for that agency may be increased up to four times the stated plan review fee for that agency for that permit type.~~

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

(a) Electrical permit fees Generally, the total permit fee shall consist of an administrative fee, plan review fees, inspection fees, and state surcharges as determined per permit type. Permit types designated with an asterisk shall have their fees multiplied by 1.5 if the total work area is over 2,500 square feet and under 4,000 square feet or multiplied by 2 if their work area is 4,000 square feet or more. Private provide discounts shall be 75% of fees designated as Building plan review fee or Building inspection fee, depending on services for which the private provider is retained. Electrical permits shall have an administrative fee of \$60. Total permit fees are subject to state surcharges.

(1) Commercial Electrical*.

Building fees – Plan review fee, \$55; Inspection fee, \$150

Total permit fee, \$265

(2) Commercial Electrical Generator (requires companion Commercial Building Generator permit),

Building fees – Plan review fee, \$55; Inspection fee, \$100

EXHIBIT A

Total permit fee, \$215

(3) Commercial Electrical EV Charger (may require companion Commercial Site Work permit)

Public Works fees – Plan review fee, \$20

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$75; Inspection fee, \$100

Total permit fee, \$380

(4) Residential Electrical*,

Building fees – Inspection fee, \$150

Total permit fee, \$210

(5) Residential Electrical Generator (requires companion Residential Building Generator permit),

Building fees – Plan review fee, \$40; Inspection fee, \$100

Total permit fee, \$200

(6) Residential EV Charger,

Building fees – Plan review fee, \$40; Inspection fee, \$100

Total permit fee, \$200

(1) — Base permit fee, \$60.00

(2) — New single family residential occupancy:

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

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

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

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

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

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

(3) — Multifamily per dwelling unit, \$80.00

(4) — Service change:

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

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

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

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

(5) — New commercial services:

EXHIBIT A

- a. 0—100 amp service, \$130.00 (plus base permit fee)
- b. 101—150 amp service, \$130.00 (plus base permit fee)
- e. 151—200 amp service, \$130.00 (plus base permit fee)
- d. For each additional 50 amp or fractional part thereof, \$10.00
- (6) — Temporary services, \$20.00 (plus base permit fee)
- (7) — Signs, Base permit fee
- (8) — Switch and receptacle outlets (except new single family, multifamily and room additions):
 - a. Up to 30 amp, each \$1.00
 - b. 31—100 amp, each \$2.00
 - e. 101—200 amp, each \$4.00
- (9) — Lighting outlets, including fixtures, each \$1.00
- (10) — Primary service, \$50.00 (plus base permit fee)
- (11) — Transformers, per 20 KVA or fractional part thereof, \$10.00
- (12) — Heat:
 - a. 0—10 kw, \$10.00
 - b. 10—15 kw, \$20.00
 - e. 15—24 kw, \$30.00
 - d. Over 24 kw, \$30.00
- (13) Air conditioning circuits:
 - a. 0—60 amp, \$10.00
 - b. 61—100 amp, \$20.00
- (14) Motors:
 - a. 0—5 hp, \$10.00
 - b. Plus \$10.00 for each additional 5 hp or fractional part thereof
- (15) Appliances, fixed or stationary:
 - a. Up to 30 amp, \$10.00
 - b. 31—100 amp, \$20.00
 - e. Over 100 amp, \$20.00
- (16) Smoke detectors wired into electrical system (except single family, multifamily and room additions), each \$2.00
- (17) Minimum fee, \$60.00
- (18) Swimming pools, \$120.00

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~~(19) Repairs and miscellaneous, \$100.00~~

~~(207)~~ Reinspection, \$55.00

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

(a) Plumbing permit fees. Generally, the total permit fee shall consist of an administrative fee, plan review fees, inspection fees, and state surcharges as determined per permit type. Permit types designated with an asterisk shall have their fees multiplied by 1.5 if the total work area is over 2,500 square feet and under 4,000 square feet or multiplied by 2 if their work area is 4,000 square feet or more. Private provide discounts shall be 75% of fees designated as Building plan review fee or Building inspection fee, depending on services for which the private provider is retained. Plumbing permits shall have an administrative fee of \$60. Total permit fees are subject to state surcharges.

(1) Commercial Plumbing*,

Public Utilities fee – Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$150

Total permit fee, \$315

(2) Residential Plumbing*,

Building fees – Inspection fee, \$150

Total permit fee, \$210

(3) Commercial Irrigation,

Public Utilities fees – Inspection fee, \$50

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$50

Total permit fee, \$270

(4) Residential Irrigation,

Public Utilities fees – Inspection fee, \$50

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Inspection fee, \$50

Total permit fee, \$230

~~(a)~~

~~(1) Base permit fee, \$60.00~~

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

~~(2)~~ ~~(518)~~ Reinspection, \$55.00

EXHIBIT A

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

(a) Mechanical permit fees. Generally, the total permit fee shall consist of an administrative fee, plan review fees, inspection fees, and state surcharges as determined per permit type. Permit types designated with an asterisk shall have their fees multiplied by 1.5 if the total work area is over 2,500 square feet and under 4,000 square feet or multiplied by 2 if their work area is 4,000 square feet or more. Private provide discounts shall be 75% of fees designated as Building plan review fee or Building inspection fee, depending on services for which the private provider is retained. Mechanical and Gas permits shall have an administrative fee of \$60. Total permit fees are subject to state surcharges.

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- (1). ~~Base permit fee, \$60.00~~
- (2). ~~Air conditioning and refrigeration (total capacity in single installation):~~
 - a. ~~For each ton or fractional part thereof:~~
 - b. ~~Air conditioning from 1 ton to 10 tons total capacity in single installation, for each ton or fraction thereof for each apartment or business will be considered a separate system, \$11.00~~
 - c. ~~For each ton of air conditioning over 10 tons or fractional part thereof up to 25 tons, \$7.00~~
 - d. ~~For each ton of air conditioning over 25 tons or fractional part thereof, \$6.00~~
- (3). ~~Furnaces and heating equipment (total capacity in single installation):~~
 - a. ~~For the first 200,000 BTU per hour capacity or fractional part thereof in single installation for each apartment or business, \$20.00~~
 - b. ~~For each additional 50,000 BTU per hour of fuel used or fractional part thereof \$4.00~~
 - c. ~~Any burner (not in heating system), each \$12.00~~
- (4). ~~Boilers, including heating element:~~
 - a. ~~For the first 500,000 BTU per hour input of fuel, \$30.00~~
 - b. ~~For each additional 100,000 BTU per hour input of fuel or fractional part thereof, \$6.00~~
- (5). ~~Air duct systems:~~
 - a. ~~For the first 2,000 cubic feet per minute capacity of air handled in duct system, \$20.00~~
 - b. ~~For each 1,000 cubic feet per minute over 2,000 cubic feet per minute or fractional part thereof up to 10,000 cubic feet per minute, \$8.00~~
 - c. ~~For each additional 1,000 cubic feet per minute or fractional part thereof \$4.00~~
- (6). ~~Pumps, \$4.00~~
- (7). ~~Tanks, all types, gasoline or liquefied petroleum:~~

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a. 0—600 gallons, \$20.00

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

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

~~(8). Service station automobile lifts, \$10.00~~

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

~~(10). Prefabricated fireplaces, each \$30.00~~

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

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

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

~~(15). Commercial hood Type II, \$30.00~~

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

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

(1) Commercial Mechanical*,

Building fees – Plan review fee, \$55; Inspection fee, \$100

Total permit fee, \$215

(2) Residential Mechanical*,

Building fees – Inspection fee, \$100

Total permit fee, \$160

(3) Commercial Gas*,

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$55; Inspection fee, \$150

Total permit fee, \$335

(4) Residential Gas*,

Zoning fees – Plan review fee, \$20; Inspection fee, \$50

Building fees – Plan review fee, \$20; Inspection fee, \$100

Total permit fee, \$250

~~(18).~~ **Reinspection fee, \$55.00**

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

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

~~(1).~~ Base permit fee, \$60.00

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

EXHIBIT A

- a. ~~For each additional outlet, \$2.00 each~~
- (3). ~~For conversion burners, floor furnaces, incinerators, boilers, central heat and air conditioning units, \$10.00 (plus base permit fee)~~
 - a. ~~For each additional unit, \$2.00 each~~
- (4). ~~Vented wall furnaces and water heaters, each unit \$5.00 (plus base permit fee)~~
- (5). ~~Reinspection fee, \$55.00~~

Secs. 2-504 – 2-509. Reserved.

DIVISION 3. – FIRE DEPARTMENT FEES

Sec. 2-510. Schedule of fire fees.

- (a) All fees for inspections and permits listed ~~in Sec. 7-30~~ shall be charged as established by the Jacksonville Fire and Rescue Department (JFRD) of the City of Jacksonville, Florida. www/coj.net/fees
- ~~(b)~~ Administrative fee (per Sec. 7-30), \$45.00/60.00
- ~~(c)~~ Common fire fees include \$150 for plan review and \$75 for inspections

Secs. 2-511 – 2-519. – Reserved.

DIVISION 4. – PUBLIC WORKS FEES

Sec. 2-520. Schedule of Public Works permit fees

(a) Generally, the total permit fee shall consist of an administrative fee, plan review fees, inspection fees, and state surcharges as determined per permit type. Public Works permits shall have an administrative fee of \$60. Total permit fees may be subject to state surcharges.

(1) Commercial Civil and Site,

Public Works fees – Plan review fee, \$150; Inspection fee, \$150

Zoning fees – Plan review fee, \$150; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$50

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$875

(2) Commercial Driveway,

Public Works fees – Plan review fee, \$75; Inspection fee, \$100

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

EXHIBIT A

Total permit fee, \$360

(3) Commercial Driveway and Parking lot,

Public Works fees - Plan review fee, \$75; Inspection fee, \$100

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Building fees – Plan review fee, \$40; Inspection fee, \$50

Fire fees – Plan review fee, \$150; Inspection fee, \$75

Total permit fee, \$675

(4) Commercial Site Improvement,

Public Works fees – Plan review fee, \$75; Inspection fee, \$100

Zoning fees – Plan review fee, \$75; Inspection fee, \$50

Total permit fee, \$360

(5) Residential Civil and Site,

Public Works fees – Plan review fee, \$75; Inspection fee, \$150

Zoning fees – Plan review fee, \$115; Inspection fee, \$50

Total permit fee, \$450

(6) Residential Driveway,

Public Works fees – Plan review fee, \$40; Inspection fee, \$100

Zoning fees – Plan review fee, \$55; Inspection fee, \$50

Total permit fee, \$305

(7) Residential Site Improvement,

Public Works fees – Plan review fee, \$40; Inspection fee, \$100

Zoning fees – Plan review fee, \$55; Inspection fee, \$50

Total permit fee, \$305

(8) Right-of-Way Landscaping/Construction,

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$40; Inspection fee, \$50

Total permit fee, \$240

(9) Right-of-Way Temporary Obstruction,

Public Works fees – Plan review fee, \$40; Inspection fee, \$50

Zoning fees – Plan review fee, \$40

Total permit fee, \$190

(10) Right-of-Way Utility Placement,

Public Utilities fees – Inspection fee, \$50

EXHIBIT A

Public Works fees – Plan review fee, \$40; Inspection fee, \$50
Zoning fees – Plan review fee, \$20
Total permit fee, \$220
Secs. 2-521 – 2-529. – Reserved

DIVISION 5. - ZONING FEES

Sec. 2-530. Schedule of Zoning permit fees

(a) Generally, the total permit fee shall consist of an administrative fee, plan review fees, inspection fees, and state surcharges as determined per permit type. Zoning permits shall have an administrative fee of \$25. Total permit fees may be subject to state surcharges.

(1) Backyard hens,

Zoning fees – Application review fee, \$75; Inspection fee, \$50
Total fee, \$150

(2) Commercial Tree Removal (mitigation fees will be in addition to the fees below),

Zoning fees – Plan review fee, \$150; Inspection fee, \$150
Total fee, \$325 (mitigation fees will be in addition to this fee)

(3) Residential Tree Removal (mitigation fees will be in addition to the fees below),

Zoning fees – Plan review fee, \$150; Inspection fee, \$150
Total fee, \$325 (mitigation fees will be in addition to this fee)

(4) Heritage Tree Designation,

Zoning fees – Application review fee, \$40; Inspection fee, \$50
Total fee, \$115

(5) Dog friendly restaurant,

Zoning fees – Application review fee, \$75
Total fee, \$100

(6) Mobile Vending,

Total fee, \$25

(7) Outside seating,

Zoning fees – Application review fee, \$40
Total fee, \$65

(8) Special Event Temporary Obstruction,

Public Works fees, Plan review fee, \$40; Inspection fee, \$50
Zoning fees – Plan review fee, \$40

EXHIBIT A

Building fees – Plan review fee, \$55; Inspection fee, \$50

Total fee, \$260

(9) Traffic Calming,

Public Works fees – Plan review fee, \$75; Inspection fee, \$50

Zoning fees – Plan review fees, \$150

Total fees, \$300

(a) Secs. 2-531 – 2-539. – Reserved.

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: An ordinance amending Chapter 2, Article IX, City Fees, by creating a new Division 6, Parks and Recreation Facility Fees, for the purpose of consolidating city fees into a single chapter of the code; amending Chapter 5, Beaches, Parks, and Recreation, Section 5-32, to remove the existing fee schedule, and reference the new fee location in Chapter 2

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY'S DATE: June 10, 2026

MEETING DATE: June 22, 2026

BACKGROUND: Staff presented the proposed recreational facility rental fee schedule to the City Commission at its June 8 meeting. No comments or concerns were raised by the Commission, and staff has proceeded with the proposed revisions as presented.

Staff is recommending adjustments to the recreational facility rental fee schedule to better align user fees with the increasing costs associated with operating, maintaining, and preserving the City's recreational assets. The current fee schedule has remained unchanged since 2012, despite substantial increases in labor costs, utilities, maintenance materials, programming expenses, and overall facility upkeep during that time.

The proposed fee revisions are intended to improve cost recovery while maintaining access to high-quality recreational facilities and amenities for residents, community organizations, and other users. The adjustments will help support the continued operation, maintenance, cleanliness, safety, and long-term sustainability of City facilities, as well as ongoing investments necessary to meet community expectations and service standards.

As part of the evaluation process, staff reviewed rental fees and pricing structures utilized by neighboring municipalities and comparable recreational providers to assess current market conditions and regional trends. While direct comparisons are limited due to differences in facility types, amenities, capacities, locations, and service levels, the review confirmed that the City's existing fee structure has not kept pace with current operating costs or prevailing market rates.

In conjunction with the fee update, staff is recommending the relocation of Parks and Recreation facility fees from Chapter 5 of the City Code to Chapter 2, Article IX, City Fees. Consolidating fees within a single chapter will create a centralized location for all City fee schedules, improving accessibility, administrative efficiency, and ease of use for both staff and the public while reducing potential confusion regarding fee references throughout the Code.

Overall, the proposed revisions are intended to establish a more equitable, transparent, and financially sustainable fee structure that supports the continued operation, maintenance, and enhancement of the City's recreational facilities for public use.

BUDGET: Undermined net gain
RECOMMENDATION: Review and vote on Ordinance
ATTACHMENT(S): Business Impact Statement
Ordinance No. 5-26-76
Exhibit A

REVIEWED BY CITY MANAGER:



Business Impact Estimate Form

CITY OF ATLANTIC BEACH, FLORIDA

Ordinance Title: An ordinance of the City of Atlantic Beach, Duval County, Florida, amending Chapter 2, Article IX, City fees, by creating a new Division 6, Parks and recreation facility fees, for the purpose of consolidating city fees into a single chapter of the code; amending Chapter 5, Beaches, parks, and recreation, Section 5-32, User fees for parks and recreation facilities, to remove the existing fee schedule, and reference the new fee location in Chapter 2; providing for findings of fact, codification, applicability, conflicts, severability, and an effective date.

Ordinance Number: 5-25-76

Date: June 10, 2026

Pursuant to Florida Statute 166.041(4), the City of Atlantic Beach has prepared this Business Impact Estimate for the proposed ordinance described below. This estimate is provided to inform the public and businesses of the potential economic impacts of the proposed ordinance, as required by law.

1. Summary of the Proposed Ordinance (statement of public purpose):

The purpose of this ordinance is to update the City of Atlantic Beach's recreational facility rental fee schedule to more accurately reflect the costs associated with the operation, maintenance, preservation, and long-term sustainability of City recreational facilities and amenities. The revised fee structure is intended to improve cost recovery, support continued investments in facility upkeep and customer service, and ensure that residents, organizations, and visitors continue to have access to safe, clean, and high-quality recreational facilities that enhance the quality of life within the community.

2. Estimated Direct Economic Impact on Private, For-Profit Businesses:

The following estimates outline the direct economic impact of the proposed ordinance on private, for-profit businesses within the City of Atlantic Beach, as required by Florida Statute 166.041(4)(a)(2).

a. Estimated Direct Compliance Costs

- Small rental fee increases

b. Identification of New Charges or Fees

- Increase park pavilion fees from \$25 to \$35
- Increase camping fees from \$25 to \$35
- Increase Gail Baker and Jordan Community Center fees from \$25 per hour to \$35 per hour
- Add new fee for new community Center (Marsh Oaks Community Center)
- Increase non-profit rental fees for centers from \$50 to \$70 (Friday through Sunday) and increase from \$25 to \$35 (Monday through Thursday)
- Increase fees for facilities with events with alcohol from \$100 per hour to \$150 per hours

c. Estimated Municipal Regulatory Costs (including estimated revenues from any new charges or fees to cover such costs)

- No significant municipal regulatory costs are anticipated.

3. Good Faith Estimate of Businesses Likely Impacted

- Very few businesses are impacted most of the rentals are individuals.

4. Additional Information

The revised fee structure is intended to improve cost recovery, support continued investments in facility upkeep and customer service, and ensure that residents, organizations, and visitors continue to have access to safe, clean, and high-quality recreational facilities that enhance the quality of life within the community

Posted on: June 12, 2026

Website: <https://coab.us/>

Note: This Business Impact Estimate is provided in compliance with Florida Statute 166.041(4). Certain ordinances, such as those related to budgets, debt issuance, or compliance with federal or state law, may be exempt from this requirement.

BUSINESS IMPACT ESTIMATE EXEMPTIONS

Pursuant to Section 166.041(4), Florida Statutes, the City of Atlantic Beach, Florida is required to prepare a Business Impact Estimate for Ordinances that are NOT exempt from this requirement.

A list of Ordinance exemptions are provided below. Please check all exemption boxes that apply to this Ordinance. If an exemption is applicable, a Business Impact Estimate IS NOT required.

The proposed ordinance is required for compliance with Federal or State law or regulation;

The proposed ordinance relates to the issuance or refinancing of debt;

The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

The proposed ordinance is an emergency ordinance;

The ordinance relates to procurement; or

The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in Section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If none of the boxes above are checked, then a Business Impact Estimate IS REQUIRED to be completed.

ORDINANCE NO. 5-26-76

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, CITY FEES, BY CREATING A NEW DIVISION 6, PARKS AND RECREATION FACILITY FEES, FOR THE PURPOSE OF CONSOLIDATING CITY FEES INTO A SINGLE CHAPTER OF THE CODE; AMENDING CHAPTER 5, BEACHES, PARKS, AND RECREATION, SECTION 5-32, USER FEES FOR PARKS AND RECREATION FACILITIES, TO REMOVE THE EXISTING FEE SCHEDULE, AND REFERENCE THE NEW FEE LOCATION IN CHAPTER 2; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Atlantic Beach owns, operates, and maintains recreational facilities and amenities that provide valuable opportunities for community recreation, events, programs, and public gatherings; and

WHEREAS, the City is committed to providing residents, organizations, and visitors with safe, clean, and well-maintained recreational facilities that enhance the quality of life within the community; and

WHEREAS, the current recreational facility rental fee schedule has remained unchanged since 2012 despite substantial increases in operational and maintenance costs over the past decade; and

WHEREAS, the costs associated with labor, utilities, maintenance materials, facility repairs, programming, custodial services, and overall facility upkeep have increased significantly since the current fee schedule was established; and

WHEREAS, periodic review and adjustment of user fees are necessary to ensure that rental rates more accurately reflect the costs incurred by the City in providing and maintaining recreational facilities and services; and

WHEREAS, the proposed fee adjustments are intended to improve cost recovery for the operation, maintenance, preservation, and long-term sustainability of the City's recreational assets while continuing to provide access to high-quality public amenities; and

WHEREAS, the proposed revisions will help support ongoing investments in facility maintenance, cleanliness, safety, customer service, and capital preservation efforts that benefit facility users and the community as a whole.

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

SECTION 1. Regulations Amended. The fees found in Chapter 5 Beaches, Parks and Recreation Section 5-32 are being updated and relocated to a new Division 6 in Chapter 2 Administration, as more fully set forth and described in Exhibit A, attached hereto and made part hereof, and hereby adopted to read as shown in said Exhibit A.

SECTION 2. Purpose and Intent. The purpose and intent of this Ordinance are to update parks and recreation facility fees and move fees into Chapter 2.

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

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

SECTION 5. Codification and Scrivener's Errors. The publisher of the City of Atlantic Beach's Code of Ordinances, the Municipal Code Corporation, is hereby directed to incorporate the changes to Chapter 2 (Exhibit A) into the City's Code of Ordinances. Sections of the Chapter may be renumbered or re-lettered and scrivener's errors, formatting and typographical errors and other minor, inadvertent graphical errors in Chapters 2 and 5 which do not affect the intent may be authorized by the City Manager and City Attorney without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

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

PASSED by the City Commission on second and final reading this ____ day of _____, 2026.

CITY OF ATLANTIC BEACH

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney

DIVISION 6. - PARKS AND RECREATION FACILITIES FEES

Sec. 2-600. Schedule of user fees for parks and recreation facilities.

The use of public parks and recreation facilities within the city and fees for such use shall be as set forth within this section.

- (a) One-time events at the Jordan Park Community Center or Donner Park Community Center.
 - (1) One hundred forty dollars (\$140.00) for four (4) hours and thirty-five dollars (\$35.00) for each additional hour.
 - (2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances. (b) Recurring use of any city facility or park by 501(c)(3) not-for-profit groups, neighborhood or homeowner associations with approved user agreement for six (6) or more times per year during nonpremium hours.
 - (1) Monday through Thursday Thirty-five dollars (\$35.00) per event or activity with a maximum daily rate of \$380.
 - (2) Friday through Sunday, seventy dollars (\$70) per event or activity with a maximum daily rate of \$780.
 - (2) Deposit required: Fifty dollars (\$50.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.
 - (3) "Premium hours" are identified as:

<u>Friday</u>	<u>5:00 p.m. or later</u>
<u>Saturday</u>	<u>All day</u>
<u>Sunday</u>	<u>Noon or later</u>

A repetitive use not-for-profit, homeowner, or neighborhood association may request usage of premium days/times at the thirty-five dollars (\$35.00) per event rate. However, within seven (7) days of the scheduled event, if another group wishes to rent the facility at the full usage rate, then the repetitive use not-for-profit, homeowner, or neighborhood association may be relocated to another facility.

If a repetitive use not-for-profit, homeowner, or neighborhood association wishes to secure the facility for premium days/times, then they will be required to pay the full usage fees for the rental.

- (c) Private events at the Adele Grage Cultural Center, Monday through Thursday:
 - (1) Fifty dollars (\$50.00) per hour with a maximum daily fee of four hundred dollars (\$400.00).
 - (2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.
- (d) Individual events at the Adele Grage Cultural Center and Marsh Oaks Community Center, Monday through Thursday, by 501(c)(3) not-for-profit groups, neighborhood or homeowner associations:
 - (1) Thirty-five dollars (\$35.00) per hour with a maximum daily fee of three hundred eighty dollars (\$380.00).
 - (2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.

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- (e) Private events at the Adele Grage Cultural Center and Marsh Oaks Community Center, Friday through Sunday:
- (1) Four hundred dollars (\$400.00) for four (4) hours and one hundred dollars (\$100) for each additional hour.
 - (2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.
- (f) Individual events at the Adele Grage Cultural Center and Marsh Oaks Community Center, Friday through Sunday, by 501(c)(3) not-for-profit groups, neighborhood or homeowner associations:
- (1) Seventy dollars (\$70.00) per hour with a maximum daily fee of seven hundred eighty dollars (\$780.00).
 - (2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.
- (g) For events or activities at any city facility involving the use of alcoholic beverages. The provisions of chapter 3 of this Code shall also apply.
- (1) Six hundred dollars (\$600.00) for four (4) hours and one hundred fifty dollars (\$150) for each additional hour for any event serving beer, wine or any type of alcoholic beverages.
 - (2) Requires off-duty police officer paid by rental party at prevailing hourly rate.
 - (3) Must receive prior approval of a special event permit from the city manager.
 - (4) Use of alcoholic beverages is not permitted in city parks or on the beach, and alcoholic beverages must be contained within the building approved to host such event.
 - (5) No fee, ticket or other type of compensation shall be charged for alcoholic beverages at any activity at city facilities.
 - (6) Violation of these rules may [be] cause for forfeiture of any deposits.
- (h) Lost key card charge: Twenty dollars (\$20.00).
- (i) Camping at Dutton Island Preserve.
- (1) Thirty five dollars (\$35.00) per campsite. (l) Events at any city facility put on by any unit of federal, state or local government shall be exempt from any of the fees required in this section.
- (m) All special events requests not previously addressed in this section of the City Code will be assessed a thirty-five dollar (\$35.00) application fee when submitted for processing.
- (n) Sales tax for the rental of city facilities shall be the responsibility of the renters.
- (o) Park pavilions
- (1) Thirty-five dollars (\$35.00) per pavilion (4 hours) and \$10 per additional hour
 - (2) No deposit is required

(Ord. No. 95-03-82, § 1, 1-27-03; Ord. No. 95-05-89, § 1, 4-11-05; Ord. No. 95-07-93, § 1, 2-26-07; Ord. No. 95-10-100, § 1, 5-10-10; Ord. No. 95-12-105, § 1, 5-14-12)

Exhibit A to Ordinance No. 5-26-76

Sec. 5-32. User fees for parks and recreation facilities.

Pursuant to fees in Chapter 2.

~~The use of public parks and recreation facilities within the city and fees for such use shall be as set forth within this section.~~

~~(a) One time events at the Jordan Park Community Center or Donner Park Community Center.~~

~~(1) One hundred dollars (\$100.00) for four (4) hours and twenty five dollars (\$25.00) for each additional hour.~~

~~(2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.~~

~~(b) Recurring use of any city facility or park by 501(c)(3) not for profit groups, neighborhood or homeowner associations with approved user agreement for six (6) or more times per year during nonpremium hours.~~

~~(1) Twenty five dollars (\$25.00) per event or activity.~~

~~(2) Deposit required: Fifty dollars (\$50.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.~~

~~(3) "Premium hours" are identified as:~~

Friday	5:00 p.m. or later
Saturday	All day
Sunday	Noon or later

~~A repetitive use not for profit, homeowner, or neighborhood association may request usage of premium days/times at the twenty five dollars (\$25.00) per event rate. However, within seven (7) days of the scheduled event, if another group wishes to rent the facility at the full usage rate, then the repetitive use not for profit, homeowner, or neighborhood association may be relocated to another facility.~~

~~If a repetitive use not for profit, homeowner, or neighborhood association wishes to secure the facility for premium days/times, then they will be required to pay the full usage fees for the rental.~~

~~(c) Private events at the Adele Grage Cultural Center, Monday through Thursday:~~

~~(1) Fifty dollars (\$50.00) per hour with a maximum daily fee of four hundred dollars (\$400.00).~~

~~(2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.~~

~~(d) Individual events at the Adele Grage Cultural Center, Monday through Thursday, by 501(c)(3) not for profit groups, neighborhood or homeowner associations:~~

~~(1) Twenty five dollars (\$25.00) per hour with a maximum daily fee of three hundred twenty dollars (\$320.00).~~

~~(2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.~~

~~(e) Private events at the Adele Grage Cultural Center, Friday through Sunday:~~

~~(1) One hundred dollars (\$100.00) per hour with a maximum daily fee of eight hundred dollars (\$800.00).~~

Exhibit A to Ordinance No. 5-26-76

-
- ~~(2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.~~
 - ~~(f) Individual events at the Adele Grage Cultural Center, Friday through Sunday, by 501(c)(3) not for profit groups, neighborhood or homeowner associations:
 - ~~(1) Fifty dollars (\$50.00) per hour with a maximum daily fee of six hundred dollars (\$600.00).~~
 - ~~(2) Deposit required: Two hundred dollars (\$200.00), refundable if no damage to facility, the facility is cleaned after use and no violation of park rules or city ordinances.~~~~
 - ~~(g) For events or activities at any city facility involving the use of alcoholic beverages. The provisions of chapter 3 of this Code shall also apply:
 - ~~(1) One hundred dollars (\$100.00) per hour for any event serving beer, wine or any type of alcoholic beverages.~~
 - ~~(2) Requires off duty police officer paid by rental party at prevailing hourly rate.~~
 - ~~(3) Must receive prior approval of a special event permit from the city manager.~~
 - ~~(4) Use of alcoholic beverages is not permitted in city parks or on the beach, and alcoholic beverages must be contained within the building approved to host such event.~~
 - ~~(5) No fee, ticket or other type of compensation shall be charged for alcoholic beverages at any activity at city facilities.~~
 - ~~(6) Violation of these rules may [be] cause for forfeiture of any deposits.~~~~
 - ~~(h) Lost key charge: Eight dollars (\$8.00); lost security card: Twenty dollars (\$20.00).~~
 - ~~(i) Beach bonfire:
 - ~~(1) Twenty five dollars (\$25.00) per activity on beach with bonfire or any type of open flame.~~
 - ~~(2) Approval of a fire permit by the parks and recreation department is required. Permit must be requested and approved during regular city weekday work hours at least twenty four (24) hours prior to activity.~~~~
 - ~~(j) Summer Camp at Donner Park Community Center and Jordan Park Community Center:
 - ~~(1) Forty five dollars (\$45.00) per week per child.~~
 - ~~(2) Fifty dollars (\$50.00) per child for the duration of the summer camp for children who qualify for free or reduced price school lunches.~~~~
 - ~~(k) Camping at Dutton Island Preserve:
 - ~~(1) Twenty five dollars (\$25.00) per campsite.~~~~
 - ~~(l) Events at any city facility put on by any unit of federal, state or local government shall be exempt from any of the fees required in this section.~~
 - ~~(m) All special events requests not previously addressed in this section of the City Code will be assessed a twenty five dollar (\$25.00) application fee when submitted for processing.~~
 - ~~(n) Sales tax for the rental of city facilities shall be the responsibility of the renters.~~

**CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT**

AGENDA ITEM: An ordinance amending Chapter 23 – Protection of trees and the natural environment, to include a new definition of Landmark Live Oak trees and related regulations.

SUBMITTED BY: Amanda L. Askew, AICP, Neighborhoods Department Director

TODAY’S DATE: June 11, 2026

MEETING DATE: June 22, 2026

BACKGROUND: During the May 2 Town Hall meeting, the City Commission expressed a strong interest in strengthening protections for the City's mature live oak tree canopy and directed staff to develop an expedited approach to preserve the community's most significant oak trees.

In response to this direction, staff has prepared proposed amendments to Chapter 23 of the Code of Ordinances. The proposed amendments would establish a new classification known as "Landmark Live Oak Trees" and create enhanced review, relocation, and mitigation requirements intended to discourage their removal while recognizing circumstances where removal may be unavoidable.

The Environmental Stewardship Committee (ESC) has also made a recommendation for the protection of older maritime trees.

Live oak trees are among the most significant natural assets within the City. Mature live oaks provide extensive environmental, economic, and aesthetic benefits that accumulate over many decades and cannot be readily replaced once lost.

According to estimates published by the International Society of Arboriculture, a typical live oak tree with a trunk diameter of:

- 20 inches = approximately 70 to 120 years old
- 25 inches = approximately 85 to 150 years old
- 30 inches = approximately 105 to 180 years old
- 35 inches = approximately 120 to 210 years old

As a result, many of the City's largest live oak trees represent generations of growth and stewardship. These trees provide significant ecological functions, including:

- Stormwater interception and reduction of runoff
- Carbon sequestration and greenhouse gas reduction
- Improved air quality
- Wildlife habitat and biodiversity support
- Urban heat island mitigation and shade production
- Enhanced neighborhood aesthetics and community character
- Increased property values and overall quality of life

Once a mature live oak tree is removed, replacement trees may require many decades before providing comparable canopy coverage and environmental benefits. Consequently, preservation of these trees serves an important public purpose and contributes to the City's long-term environmental resilience.

To address these concerns, staff proposes amendments that would establish a "Landmark Live Oak Tree" designation for live oak trees meeting a minimum diameter-at-breast-height (DBH) threshold to be determined by the City Commission.

The proposed amendments would:

- Define and identify Landmark Live Oak Trees within the City Code;
- Designate Landmark Live Oak Trees as regulated trees citywide;
- Require a tree removal permit for any proposed removal;
- Require review of hazard determinations through an independent third-party arborist retained by the City;
- Authorize the City to require relocation of a Landmark Live Oak Tree when determined feasible, with all relocation costs paid by the applicant;
- Require approval by both the Community Development Board and City Commission before removal may occur;
- Establish enhanced mitigation requirements for approved removals;
- Establish increased mitigation penalties for unauthorized removals; and
- Limit mitigation credit eligibility to approved replacement live oak trees meeting minimum caliper requirements.

The proposed process is intended to strongly discourage removal while still providing a mechanism for consideration of unique site constraints and circumstances where preservation is not feasible.

PROPOSED ORDINANCE STANDARDS

The draft ordinance provides that Landmark Live Oak Trees may only be removed upon demonstration by the applicant that:

1. The proposed development or construction activity cannot reasonably occur elsewhere on the property; or
2. Removal is unavoidable due to site conditions or design constraints beyond the applicant's control.

In addition, prior to approving removal, the City may require relocation of the tree if determined to be feasible by qualified professionals.

BUDGET: Unknown

RECOMMENDATION: Review and vote on Ordinance

ATTACHMENT(S): ESC minutes with the recommendation
Ordinance No. 95-26-128

REVIEWED BY CITY MANAGER:



Todd Miner supported taking advantage of the current political moment, agreeing that focusing on the most important elements made sense given the rare alignment of public and commission support.

Planner Jamieson indicated that staff was looking at 20 inches DBH as the threshold and suggested the committee would be very pleased with staff's proposal, though it hadn't been reviewed by the city manager yet.

Dan Giovannucci presented a comprehensive motion addressing the discussion points. His proposal included designating all maritime trees over 20 inches DBH as protected landmark trees with several requirements: a statement of infeasibility to retain the tree with criteria including alternative building design statements from architects or design engineers; health and risk review from certified arborists; minimum 30-day timeout for examination by city arborist or consulting arborist if there was disagreement; and if no alternatives could be found, presenting the case to commission for approval while still requiring appropriate mitigation unless the tree was dead or clearly dangerous.

Bruce Andrews requested a friendly amendment to clearly state that infeasibility determinations should not be made by arborists, emphasizing the importance of having the right professional assess design alternatives.

MOTION: That the city designate all maritime trees 20 inches DBH or greater as protected landmark trees, unless the tree is dead or a clear danger. This would require proof of infeasibility to retain the tree, with criteria including alternative building design statements from architects or design engineers, ISA risk review from qualified certified arborists, minimum 30-day timeout for examination by city arborist, and if no alternatives are found, presentation to city commission. If approved by commission, appropriate mitigation for actual tree type and size would still apply.

Motion: *Daniele Giovannucci*

Second: *Bruce Andrews*

Motion passed 7 to 0.

B. General Fund Budget Discussion

Chair Palmer reported on her discussion with Director Askew about ESC budget support. She confirmed that staff support for ESC priorities did include budgetary support, with staff putting together their budget keeping ESC priorities in mind.

For their major priorities, Chapter 23 work and most tree fund items were covered under existing budgets. Florida Friendly initiatives were seen as more of a cultural shift than requiring extra dollars initially. The parks plan and stormwater management were staff-led initiatives. The Marsh pilot project had Steve Swan putting together funding with grants and contingencies.

Environmental Stewardship Committee (ESC)
May 13, 2026

ORDINANCE NO. 95-26-128

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA, AMENDING CHAPTER 23, PROTECTION OF TREES AND NATIVE VEGETATION, OF THE CODE OF ORDINANCES; AMENDING ARTICLE II, LANGUAGE AND DEFINITIONS, SECTION 23-8, DEFINITIONS, TO ADD A DEFINITION FOR LANDMARK LIVE OAK TREE; AMENDING ARTICLE IV, DIVISION 5, AREAS OF SPECIAL CONCERN, TO CREATE SECTION 23-42, LANDMARK LIVE OAK TREES, ESTABLISHING REGULATIONS, PRESERVATION STANDARDS, REMOVAL CRITERIA, RELOCATION REQUIREMENTS, AND MITIGATION REQUIREMENTS FOR LANDMARK LIVE OAK TREES; PROVIDING FOR FINDINGS OF FACT, CODIFICATION, APPLICABILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission conducted a Town Hall meeting on May 2, 2026, during which the preservation of the City's mature live oak tree canopy was identified as a community priority; and

WHEREAS, the City Commission directed City staff to develop an expedited approach to strengthen protections for the City's most significant and mature live oak trees; and

WHEREAS, mature live oak trees are among the City's most valuable natural resources and contribute substantially to the environmental, aesthetic, historic, and cultural character of the community; and

WHEREAS, mature live oak trees provide significant public benefits, including stormwater interception, carbon sequestration, air quality improvement, urban heat island mitigation, wildlife habitat, and energy conservation; and

WHEREAS, mature live oak trees enhance neighborhood character, increase property values, improve quality of life for residents, and contribute to the City's long-term environmental resilience; and

WHEREAS, according to information published by the International Society of Arboriculture, live oak trees of substantial trunk diameter may be many decades to more than two centuries old, representing natural assets that cannot be readily replaced within a human lifetime; and

WHEREAS, the loss of mature live oak canopy requires many decades to restore and may result in the permanent loss of environmental and community benefits; and

WHEREAS, the City Commission finds that certain exceptionally large and mature live oak trees warrant special recognition and enhanced protection due to their age, size, ecological value, and contribution to the City's urban forest; and

WHEREAS, the City Commission desires to establish a classification for such trees as "Landmark Live Oak Trees" and to designate those trees as regulated trees throughout the City; and

WHEREAS, the City Commission finds that the removal of Landmark Live Oak Trees should be strongly discouraged and permitted only when demonstrated to be unavoidable or necessary under standards established by this ordinance; and

Ordinance No. 5-26-75

WHEREAS, the City Commission further finds that relocation of Landmark Live Oak Trees, when determined to be feasible by qualified professionals, should be considered prior to approving removal in order to preserve these significant community resources; and

WHEREAS, enhanced mitigation requirements are necessary to account for the extraordinary value of Landmark Live Oak Trees and to discourage unauthorized removal; and

WHEREAS, the City Commission finds that requiring review by the Community Development Board and final approval by the City Commission for the removal of Landmark Live Oak Trees promotes transparency, accountability, and protection of the public interest.

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

SECTION 1. Code of Ordinances Amended to add a new definition to Section 23-8 and a new section 23-42. Amend Section 23-8 to add a new definition of a landmark oak tree and New Section 23-42 – Landmark Oak trees is hereby added to the Code of Ordinances to the City of Atlantic Beach, Florida as follows:

Section 23-8 definitions

Landmark live oak trees are live oaks at least (amount to be determined) inches of diameter at breast height (DBH) or greater.

Section 23-42

Landmark Oak Trees

Landmark live oak trees, as defined in Section 23-8, are considered regulated trees in all areas of the city, and their removal is strongly discouraged. Notwithstanding any state regulations to the contrary, a tree removal permit is required to remove any landmark live oak. If an applicant proposes removal based on a certified arborist's report deeming the tree a hazard to persons or property, the City will retain an independent, third-party arborist to evaluate the tree. Prior to approving any removal, the City reserves the right to require the relocation of the tree(s) at the applicant's sole expense. Final approval for removal must be granted by both the Community Development Board and the City Commission. If mitigation is authorized by the City Commission, the mitigation rate shall be (determined by the City Commission). If a landmark live oak is removed without a permit, the mitigation rate for that tree shall be (to be determined by the City Commission). Planting mitigation credits are only available for planting replacement live oaks with a minimum 4-inch caliper, subject to prior City staff approval of a landscape plan. Landmark live oaks.

Removal may be approved by the City Commission upon demonstration by the applicant that the development or construction activity cannot occur in any other location on the site, or that removal is unavoidable due to site conditions and/or design considerations beyond the control of the applicant.

SECTION 2. Incorporation, Codification, Scrivener's Errors, Conflict and Severability.

(a) It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Atlantic Beach, Florida, and that the sections of this ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section," "article," or other appropriate word.

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

(c) All Ordinances, Resolutions, Code of Ordinances or parts of thereof in conflict herewith are hereby repealed to the extent of such conflict.

(d) If any word, phrase, clause, subsection, or section of this Ordinance is for any reason held unconstitutional or invalid by a court of competent jurisdiction, the invalidity thereof shall not affect the validity of any remaining portions of the Ordinance.

SECTION 3. Effective Date. This ordinance shall take effect upon final reading and approval.

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

PASSED by the City Commission on second and final reading this ____ day of _____, 2026.

CITY OF ATLANTIC BEACH

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney