



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, July 20, 2026

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Minutes for the Regular City Council Meeting held on June 1, 2026
- B. Minutes for the Council Briefing held on June 8, 2026
- C. Minutes for the Regular City Council Meeting held on June 15, 2026
- D. Minutes for the Special Council Briefing held on July 6, 2026

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the Month of June 2026
- B. Approve the installation of safety netting at the Wingate Park baseball fields by Jax Beach Baseball Association
- C.
 - 1. Approve the first one-year renewal of Bid No. 2223-02 for Lawn Care and Landscape Maintenance Services with Refined Land Inc., under the existing contract terms and conditions; and
 - 2. Authorize the City Manager to approve and execute all remaining one-year renewal options under Bid No. 2223-02, through the maximum contract term authorized by the contract, subject to satisfactory contractor performance and the availability of budgeted funds
- D. Approve and accept the infrastructure installed as part of the Benchmark Commercial Group development on 16th Avenue South and 6th Street South

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A.
 - 1. Award/Reject Bid No. 2526-06 to PBM Constructors for Liftstation #13 Rehabilitation and Site Upgrades for an amount not to exceed \$563,500; and
 - 2. Award/Reject an Agreement with Four Waters Engineering for Contract Administration for an

amount not to exceed \$34,454; and

3. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award.

- B. 1. Accept/Reject a Department of Energy Grant of \$1.6 Million to Perform Storm Hardening between 2nd Ave. N. and 12th Ave. N. in Jacksonville Beach; and
2. Authorize the Mayor and City Manager to execute the Grant Agreement with the State of Florida Department of Emergency Management

RESOLUTIONS

ORDINANCES

- A. Adopt/Deny Ordinance No. 2026-8238 on the second reading amending Chapter 12 Streets, Food and Food Products, Section 12-33(3) Hours of operation, signage and noise, to provide an exemption for overnight parking for mobile food dispensing vehicles

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.

**Minutes of Regular City Council Meeting
held Monday, June 1, 2026 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members: Sandy Golding
Greg Sutton

Bill Horn
John Wagner

Dan Janson
Bruce Wouters

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Public Works Dennis Barron, Director of Parks and Recreation Jason Phitides, Senior Planner Christian Popoli, and City Clerk Molly Alleger.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Regular City Council Meeting held on May 4, 2026
- Council Briefing held on May 11, 2026

APPROVAL OF THE AGENDA

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

ANNOUNCEMENTS:

Council Member Golding stated that she attended the Beaches Veterans Memorial Park Memorial Day ceremony and thanked Council Members Wagner, Wouters, and Sutton for their attendance. She also recognized the ribbon cutting for the renovated Courtyard Marriott at 16th Avenue North, thanked the Parks and Recreation Department for distributing door hangers and hosting an Urban Trails meeting on May 27, 2026. Ms. Golding recognized the Landmark, Water's Edge, Avenue 4, and the Waterford condominiums for working on sea turtle lighting compliance. She noted the Florida Legislature's special session on property taxes and announced the Beaches Watch annual legislative session meeting on June 3, 2026.

Council Member Janson reported attendance at the City of Jacksonville Memorial Day ceremony and Fletcher High School graduation. He noted the Urban Trails meeting success as well and stated that he, Ms. Golding, and the City Manager received Florida League of Cities Home Rule Hero Awards.

Council Member Wouters recognized Council Member Sutton for his message at the Memorial Day service in Atlantic Beach and commended Mr. Phitides for ensuring the Urban Trails door hangers were distributed.

Council Member Horn reflected on Memorial Day and reported attending the graduation of the Volunteer Life Saving Corps' newest class of three volunteer lifeguards.

Mayor Hoffman thanked Council Members Janson and Sutton for representing the City in her absence, recognized the start of hurricane season, and noted the third annual Country Fest at the Seawalk Pavilion on June 13, 2026.

COURTESY OF THE FLOOR TO VISITORS:

- Sue Lopez, 2400 Foxhaven Drive West, Jacksonville, spoke regarding water safety education and the use of City QR-code signage to facilitate that information.
- Dylan Allen, 4228 Camelia Circle West, Jacksonville, spoke regarding health care and housing for the unsheltered population.
- Bob Branley, 127 13th Avenue South, Jacksonville Beach, spoke regarding a fence and visibility concern in the alleyway north of 13th Ave South and 2nd Street South
- Jordan McCann, 1867 Kings Court, Jacksonville Beach, spoke regarding water filling stations at the Wingate Park softball and baseball fields.

CONSENT AGENDA:

Item A **Approve a Memorandum of Agreement with North Florida Utility Coordination Group for 2026-2031**

Item B **Approve an Invoice Payment to WastePro in the amount of \$27,882.56 for 2024 Storm Cleanup**

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the Consent Agenda.

Discussion: None.

Voice Vote: In a voice vote, the motion passed unanimously.

MAYOR AND CITY COUNCIL: None.

CITY CLERK: None.

CITY MANAGER/NEW BUSINESS:

- Item A** **1. Award/Reject Bid No. 2526-03 to T. G. Utility Company for Parts A and B of the New Water Well #16 and Raw Water Main Extension Project for an amount not to exceed \$2,202,938; and**
- 2. Approve/Disapprove the award of Contract Administration to Four Waters Engineering for an amount not to exceed \$105,524; and**
- 3. Approve/Disapprove the reimbursement agreement with Beaches Energy for three-phase service installation for an amount not to exceed \$70,000; and**
- 4. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award**

Director of Public Works Dennis Barron introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to award Bid No. 2526-03 to T. G. Utility Company for Parts A and B of the New Water Well #16 and Raw

Water Main Extension Project for an amount not to exceed \$2,202,938.

Discussion: A discussion ensued about project contingency, testing, site flooding, stormwater improvements, wellhead, prior well site, and traffic impacts.

Roll Call Vote: Ayes – Golding, Horn, Janson, Sutton, Wagner, and Mayor Hoffman
Nays – Wouters

The motion passed 6-1.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the award of Contract Administration to Four Waters Engineering for an amount not to exceed \$105,524.

Discussion: None.

Roll Call Vote: Ayes – Horn, Janson, Sutton, Wagner, Wouters, Golding, and Mayor Hoffman
Nays - Wouters

The motion passed 6-1.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the reimbursement agreement with Beaches Energy for three-phase service installation for an amount not to exceed \$70,000.

Discussion: None.

Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award.

Discussion: None.

Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman

The motion passed unanimously.

RESOLUTIONS:

Item A **Adopt/Deny Resolution No. 2216-2026 amending the rates, charges, and fees for the Junior Lifeguard Program to provide for one additional scholarship-based camp session**

Director of Parks and Recreation Jason Phitides introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Resolution No. 2216-2026 amending the rates, charges, and fees for the Junior Lifeguard Program to provide for one additional scholarship-based camp session.

Discussion: A discussion ensued about nomination process, outreach, program timeline, and eligible age range.

Roll Call Vote: Ayes – Wagner, Wouters, Golding, Horn, Janson, Sutton, and Mayor Hoffman

The motion passed unanimously.

ORDINANCES:

Item A Adopt/Deny Ordinance No. 2026-8236 on the second reading amending Chapter 4, Section 4-5 to establish a two-year pilot program to increase the number of temporary extension of premises permits

Senior Planner Christian Popoli introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2026-8236 by title only, whereupon Ms. Alleger read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 4 – ALCOHOLIC BEVERAGES, SECTION 4-5 – TEMPORARY EXTENSION OF LICENSED PREMISES ESTABLISHING A TWO-YEAR PILOT PROGRAM TO ALLOW FOR A TEMPORARY INCREASE IN THE NUMBER OF TEMPORARY PREMISES EXTENSION PERMITS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2026-8236.”

Public Hearing:

No one came forth to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2026-8236 on the second reading amending Chapter 4, Section 4-5 to establish a two-year pilot program to increase the number of temporary extension of premises permits.

Discussion: A discussion ensued about home-games-only limitation, licensed establishments, existing permits, alcohol concerns, food truck rally and boardwalk activation pilot programs, downtown quality-of-life, program review, family-friendly component, program’s termination and automatic sunset provisions, and boardwalk encroachment.

Motion to Amend: It was moved by Mr. Wouters to amend the motion to eliminate the December evening Jacksonville Jaguars home game against the Pittsburgh Steelers.

The motion to amend failed due to lack of a second.

Roll Call Vote: Ayes – Janson, Sutton, Wagner, and Mayor Hoffman
Nays – Wouters, Golding, Horn

The motion passed 4-3.

Item B Approve/Disapprove Ordinance No. 2026-8237 on the first reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII, and schedule a second reading for June 15, 2026

Senior Planner Christian Popoli introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2026-8237 by title only, whereupon Ms. Allegre read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ARTICLES III, V, VI, AND VII OF CHAPTER 34 LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘legislative’ proceeding. A legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

I will now open the public hearing on Ordinance No. 2026-8237.”

Public Hearing:

The following spoke in support of the ordinance:

- Terry DeLoach, 405 32nd Avenue South, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2026-8237 on the first reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII, and schedule a second reading for June 15, 2026.

Discussion: A discussion ensued about proposed amendments.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend the ordinance to incorporate the changes outlined in the memorandum presented by Mr. Popoli.

Motion to Amend Roll Call Vote: Ayes – Golding, Horn, Janson, Sutton, Wagner, Wouters, and Mayor Hoffman

The motion to amend passed unanimously.

Discussion: A discussion ensued about responsibility for notices, parking calculations, City's changeable copy sign, and townhome setbacks.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Wouters, to remove the proposed changes to the changeable copy sign provisions pending development of strengthened language.

Following discussion, the motion and second were withdrawn, and City Attorney David Migut agreed to research and provide strengthened language for the Council's consideration at the second reading.

Amended Motion Roll Call Vote: Ayes – Horn, Janson, Sutton, Wagner, Golding, and Mayor Hoffman
Nays – Wouters

The amended motion passed 6-1.

ADJOURNMENT:

Motion: It was moved by Mr. Janson, seconded by Ms. Golding to adjourn.

Voice Vote: In a voice vote, the motion passed unanimously.

There being no further business, the meeting adjourned at 7:26 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of City Council Briefing
Monday, June 8, 2026 – 5:30 P.M.
City Hall 1st Floor Conference Room
11 North 3rd Street, Jacksonville Beach, FL**



The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn (late)	Dan Janson
	Greg Sutton (absent)	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Public Works Dennis Barron, Director of Beaches Energy Allen Putnam and Deputy City Clerk Jodilynn Byrd.

Purpose of Briefing

The purpose of the Briefing was to update the Council Members about ongoing items in the City.

City Manager

Ethics Ordinance Biannual Review

City Attorney David Migut stated the current ethics ordinance requires review by the City Council and City boards each year, with any necessary updates considered in November of even-numbered years. He proposed meeting with the boards over the coming months to provide ethics training and gather feedback on the ordinance.

A conversation ensued and the consensus of the Council was to amend the review requirement from annually to biannually (every two years) and to make any gender references therein neutral. Council also supported the City Attorney's proposed timeline and recommended returning with the ordinance at the October 2026 briefing if substantive feedback is received from City boards; otherwise, the item will be brought forward at the first Council meeting in November 2026.

Although the conversation ensued implying the Code of Ethics was adopted by ordinance, the Code of Ethics for Public Officials was adopted by Resolution No. 2048-2020.

Public Works Capital Projects Communication and Code Enforcement

Council Member Wouters presented photographs of code enforcement issues through a PowerPoint presentation and distributed printed copies to the Council.

A conversation ensued regarding the identified code enforcement issues and whether the City Council's authority to appoint and ratify certain department directors should be expanded to include the Planning and Development Director and Public Works Director. The discussion later broadened to include all department director positions.

Mr. Migut and City Manager Mike Staffopoulos responded to Council questions and provided clarification regarding the City's organizational structure and current practices.

No consensus was reached to move forward with a change to the City Council's authority to ratify department directors.

Beaches Energy Services Rate Review

Mr. Staffopoulos and Director of Beaches Energy Services (BES) Allen Putnam provided an overview of the Capital, Operations, and Maintenance (COM) analysis which served as the basis for evaluating the utility's current rate structure.

Navid Nowakhtar, Member Services, Strategic Planning and Analytics Director for the Florida Municipal Power Agency (FMPA), provided a brief presentation on FMPA.

Jacob Thomas, P.E., Principal with GDS Utility Consultants, presented the findings and recommendations of the BES Rate Study. A conversation ensued regarding the proposed rate adjustments, and Mr. Thomas and Mr. Putnam responded to questions and provided additional clarification.

The consensus of the Council was to proceed with the proposed three-year rate increase plan and asked staff to bring the proposal forward at a future Council meeting for formal consideration.

Committee Assignment Report

Council Member Golding provided an update on homestead property tax legislation. A conversation ensued and it was the consensus of the Council to schedule a special briefing on the homestead property tax issue.

Miscellaneous City Manager's Items

Mr. Staffopoulos announced the retirement notice of Chief of Police Gene Paul Smith, effective January 31, 2027, and stated he would contact Council members individually regarding the search process.

Mr. Staffopoulos stated staff would be seeking approval at the June 15, 2026, Council Meeting for travel authorization for elected officials to attend the upcoming Florida League of Cities' Annual Conferences and Policy Committee meetings. A conversation ensued regarding committee assignments.

Future Briefing Topics

Mr. Staffopoulos reviewed the calendar for upcoming Council Briefing topics through October 2026.

Council Member Janson brought up the 287(g) Federal Program regarding immigration and requested it be added to an upcoming Council Briefing.

Ms. Golding provided an update regarding the number and location of sea turtle nests located in Jacksonville Beach. Ms. Golding asked about the status of the pvc pipes and ropes that were installed a few years ago that are now buried by sand in front of the dunes. She stated Kevin Brown (volunteer with Sea Turtle Patrol) volunteered to help dig out the pvc pipes and ropes to make put them back in place to continue to protect the dunes. Mr. Staffopoulos stated he would follow-up with Ms. Golding regarding the request.

Mr. Wouters asked the Council if anyone was interested in having the ADA dune walkovers cleared. Mr. Staffopoulos responded by stating staff is working with the Department of Environmental Protection and the Army Corps of Engineers for guidance on best practices for clearing out the walkovers without disturbing the dunes.

Mayor Hoffman reminded Council members of the upcoming City luncheon, the Players by the Sea ribbon-cutting ceremony, and Country Fest, and encouraged Council members to attend these events.

The Briefing adjourned at 8:02 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, June 15, 2026 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Council Member Janson called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman (late)

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Electrical Engineer Matthew Seeley, Chief Information Officer Joel Taylor, Senior Planner Christian Popoli, and City Clerk Molly Alleger.

APPROVAL OF MINUTES:

Motion: It was moved by Ms. Golding, seconded by Mr. Wagner, and passed unanimously to approve the following minutes:

- Regular City Council Meeting held on May 18, 2026

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Wagner, to amend the minutes to reflect Ms. Golding's vote in opposition to Ordinance 2026-8236.

Voice Vote: In a voice vote, the motion passed unanimously.

APPROVAL OF THE AGENDA

Motion: It was moved by Ms. Golding, seconded by Mr. Wagner, to approve the agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

ANNOUNCEMENTS:

Council Member Golding thanked City Manager Mike Staffopoulos for his June 3, 2026 Beaches Watch presentation on the property tax amendment. She recognized the Players by the Sea ribbon cutting following its reopening and she noted the Farmers Market and yoga would be held June 16, 2026. Ms. Golding congratulated Council Members Wagner and Horn for being re-elected without opposition and former Council Member Art Graham who will be serving as the District 3 seat (beginning in November 2026). Ms. Golding also congratulated Senator Yarborough and Representative Michael on their re-elections. She noted City Hall would be closed June 19, 2026 in honor of Juneteenth and announced the Beaches Watch annual police panel presentation on July 8, 2026 at the Beaches Branch Library.

Council Member Sutton congratulated Council Members Wagner and Horn on their re-election and welcomed the return of former Council Member Art Graham. He recognized the newly elected officials in the neighboring beach communities, commended Neptune Beach on its Jarboe Jubilee, and thanked the Parks and Recreation Department and the Police Department for their work on Country Fest.

Council Member Janson congratulated his colleagues on their re-election and thanked the Parks and Recreation Department and law enforcement for their work on Country Fest.

Council Member Horn praised Country Fest. He also reported he and Mr. Sutton served a meal to members of the Jacksonville Beach Ocean Rescue and the Volunteer Life Saving Corps.

Mayor Hoffman announced the June 16, 2026 Farmers Market was canceled due to projected inclement weather and the yoga session remained undetermined.

COURTESY OF THE FLOOR TO VISITORS:

- David McLean, 20 1st Street South, Jacksonville Beach, spoke about flock cameras.
- Scott O'Connell, 2302 Sawgrass Road, Jacksonville Beach, spoke about police chief selection process.

CONSENT AGENDA:

Item A Accept the Monthly Financial Reports for the Month of May 2026

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the Consent Agenda.

Discussion: None.

Voice Vote: In a voice vote, the motion passed unanimously.

MAYOR AND CITY COUNCIL:

Item A Florida Municipal Power Agency (FMPA) Awards Recognition for Beaches Energy Services

Representatives from Florida Municipal Power Agency recognized Beaches Energy Services with four awards for outstanding reliability and affordability.

CITY CLERK: None.

CITY MANAGER/NEW BUSINESS:

Item A Approve/Disapprove the purchase of a 138kV/26.4kV substation transformer utilizing a piggyback (cooperative) purchasing method of JEA's RFP # 1411282646 with Prolec-GE Waukesha Inc.

Beaches Energy Electrical Engineer Matthew Seeley introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the purchase of a 138kV/26.4kV substation transformer utilizing a piggyback (cooperative) purchasing method of JEA's RFP # 1411282646 with Prolec-GE Waukesha Inc.

Discussion: A discussion ensued about grant timing, risk, lead times, data center demand, equipment pricing, spare transformer strategy, grant reimbursement, and state legislation.

Roll Call Vote: Ayes – Golding, Horn, Janson, Sutton, Wagner, Wouters, and Mayor Hoffman

The motion passed unanimously.

- Item B**
- 1. Authorize all elected officials for travel to the Florida League of Cities' Annual Conference, August 13-15, 2026, in Hollywood, FL.**
 - 2. Authorize the following elected officials as the voting delegate and back up delegate at the Florida League of Cities' Annual Conference:**

 - 3. Authorize the following elected officials for travel to the Florida League of Cities' Policy Committee Meetings in Orlando, FL:** _____
 - 4. Authorize all elected officials for travel to the Florida League of Cities' Legislative Conference, December 3-4, 2026, in Orlando, FL**

Mayor Hoffman introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize all elected officials for travel to the Florida League of Cities' Annual Conference, August 13-15, 2026, in Hollywood, FL.

Discussion: None.

Roll Call Vote: Ayes – Horn, Janson, Sutton, Wagner, Wouters, Golding, and Mayor Hoffman

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize the following elected officials as the voting delegate and back up delegate at the Florida League of Cities' Annual Conference: Mayor and Mayor Pro Tem.

Discussion: None.

Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize the following elected officials for travel to the Florida League of Cities' Policy Committee Meetings in Orlando, FL: Council Members Golding, Janson, Wagner, Wouters, Horn, and Sutton.

Discussion: A discussion ensued about committee participation.

Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to authorize all elected officials for travel to the Florida League of Cities' Legislative Conference, December 3-4, 2026, in Orlando, FL.

Discussion: A discussion ensued about Jacksonville Beach participation.

Roll Call Vote: Ayes – Wagner, Wouters, Golding, Horn, Janson, Sutton, and Mayor Hoffman

The motion passed unanimously.

Item C Approve/Disapprove proceeding with the replacement of the network gear and cameras at the Water Reclamation Facility

Chief Information Officer Joel Taylor introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve proceeding with the replacement of the network gear and cameras at the Water Reclamation Facility.

Discussion: A brief discussion ensued about security cameras and network upgrade.

Roll Call Vote: Ayes – Wouters, Golding, Horn, Janson, Sutton, Wagner, and Mayor Hoffman

The motion passed unanimously.

RESOLUTIONS: None.

ORDINANCES:

Item A Adopt/Deny Ordinance No. 2026-8237 on the second reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII

Senior Planner Christian Popoli introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2026-8237 by title only, whereupon Ms. Alleger read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ARTICLES III, V, VI, AND VII OF CHAPTER 34 LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its second reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘legislative’ proceeding. A legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may

hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

I will now open the public hearing on Ordinance No. 2026-8237.”

Public Hearing:

No one came forth to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Ordinance No. 2026-8237 on the second reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII.

Discussion: A discussion ensued about side setbacks, changes, limited retail definition, digital sign concerns, façade and design features, building frontage along First Street and the boardwalk, land use notification requirements, changeable copy sign regulations, and outdoor displays.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend Section 34-623 F.7.b to provide no blank, unadorned walls shall be allowed along First Street and to require buildings to utilize at least three of the design features in Subsection 7.b, excluding varied roof lines and cupolas.

Motion to Amend Roll Call Vote: Ayes – Golding, Horn, Janson, Sutton, Wagner, Wouters, and Mayor Hoffman

The motion to amend passed unanimously.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend the ordinance to incorporate the changes outlined in the June 15, 2026 memorandum presented by Mr. Popoli.

Discussion: None.

Motion to Amend Roll Call Vote: Ayes – Horn, Janson, Sutton, Wagner, Wouters, Golding, and Mayor Hoffman

The motion to amend passed unanimously.

Discussion: A discussion ensued about definition of limited retail, prohibited items, outdoor display limits, annual review, and guidelines.

Amended Motion Roll Call Vote: Ayes – Janson, Sutton, Wagner, Golding, Horn, and Mayor Hoffman
Nays – Wouters

The amended motion passed 6-1.

Item B **Approve/Disapprove Ordinance No. 2026-8238 on the first reading amending Chapter 12 Streets, Food and Food Products, Section 12-33(3) Hours of operation, signage and noise, to provide an exemption for overnight parking**

for mobile food dispensing vehicles, and schedule a second reading for July 20, 2026

City Attorney David Migut introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2026-8238 by title only, whereupon Ms. Alleger read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 12 - STREETS, FOOD AND FOOD PRODUCTS, SECTION 12-33(3) - HOURS OF OPERATION, SIGNAGE AND NOISE, TO PROVIDE AN EXEMPTION FOR OVERNIGHT PARKING FOR MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance is before this Council for a public hearing and consideration on its first reading.

I will now open the public hearing on Ordinance No. 2026-8238.”

Public Hearing:

No one came forth to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2026-8238 on the first reading amending Chapter 12 Streets, Food and Food Products, Section 12-33(3) Hours of operation, signage and noise, to provide an exemption for overnight parking for mobile food dispensing vehicles, and schedule a second reading for July 20, 2026.

Discussion: A discussion ensued about the origin of idea and small business support.

Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman

The motion passed unanimously.

ADJOURNMENT:

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adjourn.

Voice Vote: In a voice vote, the motion passed unanimously.

There being no further business, the meeting adjourned at 7:23 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT

**Minutes of Special City Council Briefing
Monday, July 6, 2026 – 5:30 P.M.
City Hall 1st Floor Conference Room
11 North 3rd Street, Jacksonville Beach, FL**



The Special Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett, Deputy City Manager Karen Nelson and City Attorney David Migut.

Purpose of Briefing

The purpose of the Briefing was to update the Council Members about ongoing items in the City.

City Manager

City Manager Mike Staffopoulos presented information regarding the following topics:

- Discussion of Property Tax Ballot Initiative
- Fiscal Impact to the City
- Options Available if Passed
- Future Risk

A conversation ensued with questions being answered and clarification being provided by Mr. Staffopoulos, Chief Financial Officer Ashlie Gossett, Deputy City Manager Karen Nelson and City Attorney David Migut.

It was the consensus of the Council for staff to prepare cost-saving estimates for rescoping or eliminating capital projects with increased service level implications and to develop a communication plan, including the potential for town hall meetings, to educate the public about property taxes. Mr. Staffopoulos would provide a copy of the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services to the Council for review and staff would bring this information back to the Council for review at the August 11, 2026, Council Briefing.

The Briefing adjourned at 7:06 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	July 20, 2026
SUBJECT:	Financial Reports for the Month of June 2026

BACKGROUND

Attached are the monthly financial reports for June 2026 as prepared by the Finance Department. These reports represent 9 months of activity, or 72.8% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative annual actual revenues and expenditures compared to the actual amounts at the same point as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the Month of June 2026

ATTACHMENTS

1. 2026-06 June Financials



SUMMARY BUDGET REPORT

June 30, 2026

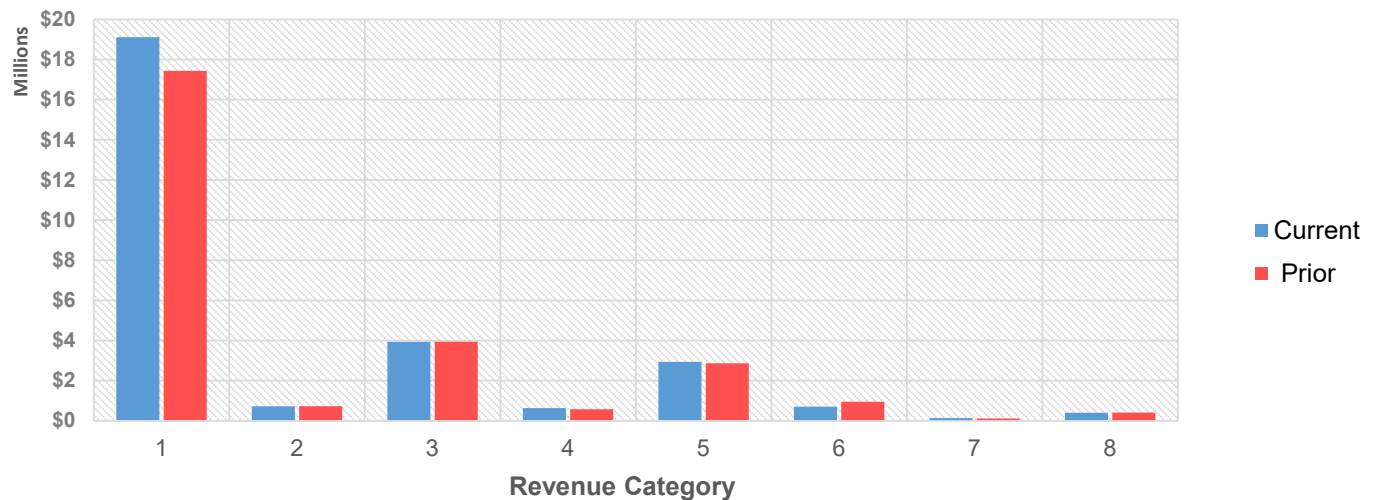
74.8% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	19,115,889	92.0%	17,437,514	89.4%	2.6%	1,678,375
2 Licenses & Permits	717,480	76.9%	728,991	88.9%	-12.0%	(11,511)
3 Intergovernmental Revenue	3,931,180	71.1%	3,939,035	76.4%	-5.3%	(7,855)
4 Charges for Services	633,643	77.2%	573,237	81.9%	-4.7%	60,406
5 Enterprise Contributions	2,937,027	75.0%	2,862,819	75.0%	0.0%	74,208
6 Miscellaneous Revenue	701,251	126.1%	947,060	229.6%	-103.4%	(245,810)
7 Fines & Forfeitures	135,554	56.3%	115,081	52.8%	3.5%	20,473
8 Interfund Transfers	404,208	78.6%	405,058	78.8%	-0.2%	(850)
Total Revenues	\$28,576,231	85.8%	\$27,008,796	86.7%	-0.9%	\$1,567,435

Current Year vs. Prior Year



Discussion

General Fund revenues are ahead of budget estimates for the current year, due in part to the timing of ad valorem tax distributions.

- 1 Taxes revenue is higher than the prior year due largely to the rise in property values and the timing of distributions from the Tax Collector.
- 2 The decrease in Licenses and Permits reflects a decrease in construction activity and State Statute changes that allow licensed private firms to provide building plan review and inspection services as an alternative to local governments.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



SUMMARY BUDGET REPORT

June 30, 2026

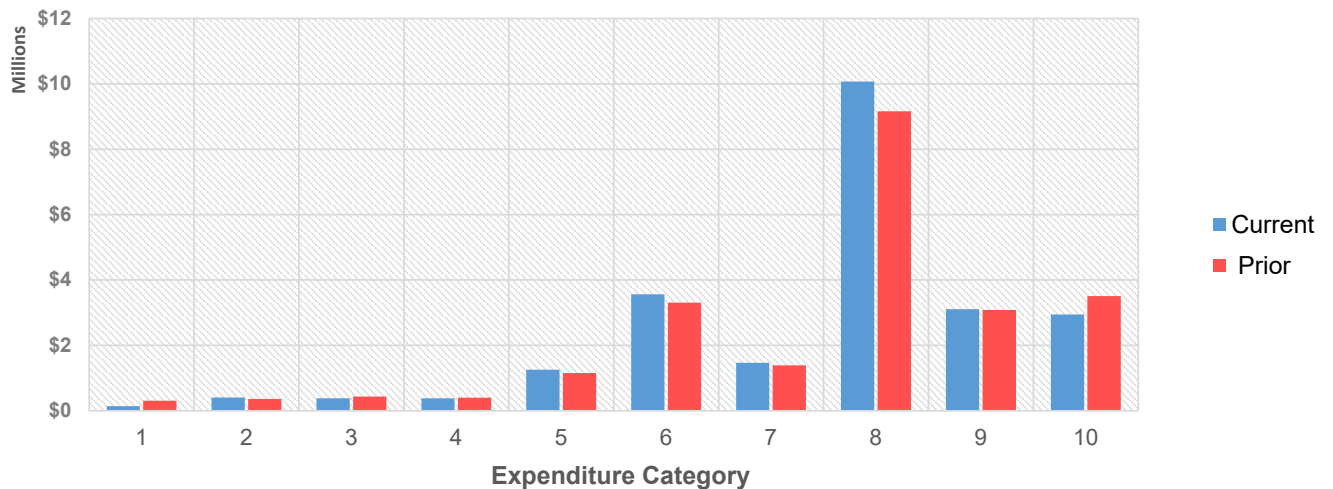
74.8% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	138,739	66.0%	304,868	81.9%	-15.9%	(166,129)
2 City Attorney	406,565	60.1%	362,863	57.3%	2.8%	43,702
3 City Clerk	379,076	60.1%	435,282	74.9%	-14.8%	(56,206)
4 Building Maintenance	381,128	68.0%	400,926	75.0%	-7.1%	(19,799)
5 Planning and Development	1,255,255	68.1%	1,151,053	69.1%	-1.0%	104,202
6 Parks and Recreation	3,558,745	68.8%	3,306,068	70.9%	-2.1%	252,678
7 Public Works	1,466,853	65.3%	1,386,208	66.7%	-1.4%	80,645
8 Police	10,074,518	72.2%	9,163,621	72.4%	-0.2%	910,898
9 Fire Services	3,103,951	77.8%	3,081,575	78.2%	-0.4%	22,376
10 Non-Departmental	2,943,920	67.7%	3,506,943	69.0%	-1.3%	(563,022)
Total Expenditures	23,708,752	70.5%	23,099,408	71.7%	-1.2%	\$609,344

Current Year vs. Prior Year



Discussion

Total General Fund Expenditures are behind current year estimates and prior year expenditures on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

- The decrease in City Administration expenditures reflects Council Chambers improvements made in the prior year.
- The decrease in Building Maintenance expenditures reflect the timing of HVAC repairs in the prior year.
- Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2026 is the 7th of 10 annual payments to satisfy this obligation. The last payment will be made in FY2029.
- The decrease in non-departmental expenditures reflects the decrease in planned transfers to be used to pay for planned major capital improvements, replacements, or equipment purchases.



SUMMARY BUDGET REPORT

June 30, 2026

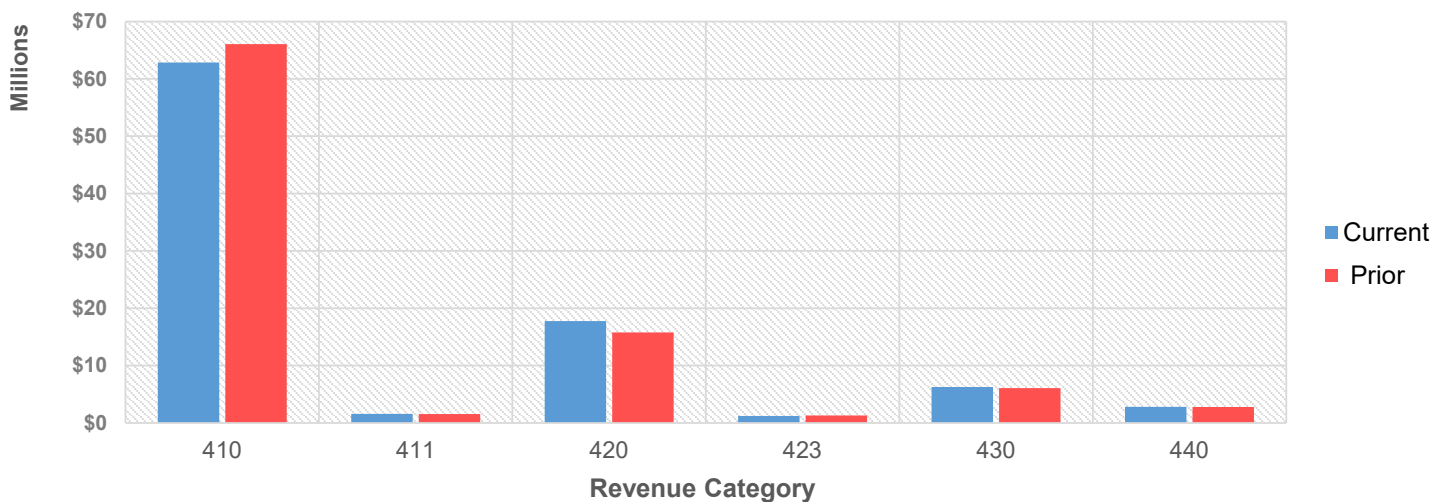
74.8% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	62,851,857	70.9%	66,059,426	70.5%	0.3%	(3,207,570)
411 Natural Gas	1,557,226	67.1%	1,543,682	67.3%	-0.2%	13,545
420 Water & Sewer	17,749,781	92.8%	15,772,472	78.2%	14.6%	1,977,309
423 Stormwater	1,214,576	30.8%	1,279,495	45.4%	-14.6%	(64,919)
430 Sanitation	6,258,531	79.2%	6,054,453	77.4%	1.8%	204,078
440 Golf Course	2,810,529	78.9%	2,769,224	81.3%	-2.5%	41,306
Total Revenues	\$92,442,500	73.6%	\$93,478,753	71.8%	1.8%	(\$1,036,252)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are slightly behind current year estimates and ahead of prior year revenues on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in revenue is less than budget expectations.

- 410 The decrease in Electric revenues reflect both lower consumption and lower pass-through bulk power cost adjustment (BPCA) amounts used to pay for the cost of electricity from the City's provider from October through February. Step-up increases began on March 1st.
- 420 The increase in Water & Sewer revenues is largely attributable to grant proceeds received in the current year.
- 423 The decrease in Stormwater revenues is largely attributable to stronger investment performance at the same time in the previous year.



SUMMARY BUDGET REPORT

June 30, 2026

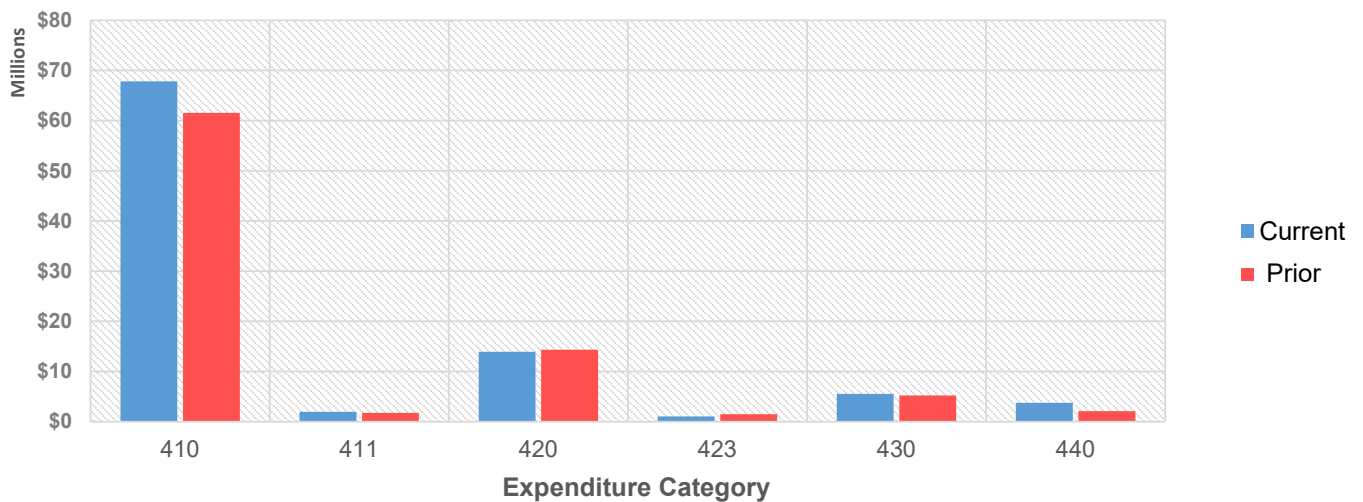
74.8% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	67,827,745	63.4%	61,527,839	57.7%	5.6%	6,299,906
411 Natural Gas	1,963,440	53.8%	1,723,079	66.8%	-13.0%	240,361
420 Water & Sewer	13,910,626	31.0%	14,325,721	32.7%	-1.6%	(415,095)
423 Stormwater	1,046,166	10.3%	1,471,609	26.6%	-16.3%	(425,443)
430 Sanitation	5,543,073	66.5%	5,227,628	62.6%	3.9%	315,445
440 Golf Course	3,733,271	79.3%	2,100,201	60.6%	18.8%	1,633,070
Total Expenditures	\$94,024,321	52.6%	\$86,376,078	50.7%	1.9%	\$7,648,243

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and ahead of prior year expenditures on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

- 410 The increase in Electric expenditures is attributable to an increase in power costs from the City's provider and the timing of capital improvement projects.
- 411 The increase in Natural Gas expenditures is attributable to an increase in natural gas costs from the City's provider.
- 420 The decrease in Water & Sewer expenditures is primarily attributable to the timing of capital improvement projects.
- 423 The decrease in Stormwater expenditures is primarily attributable to the timing of capital improvement projects.
- 440 The increase in Golf Course expenditures is primarily attributable to the timing of capital improvement projects including the driving range netting expansion, as well as, equipment purchases.



SUMMARY BUDGET REPORT

June 30, 2026

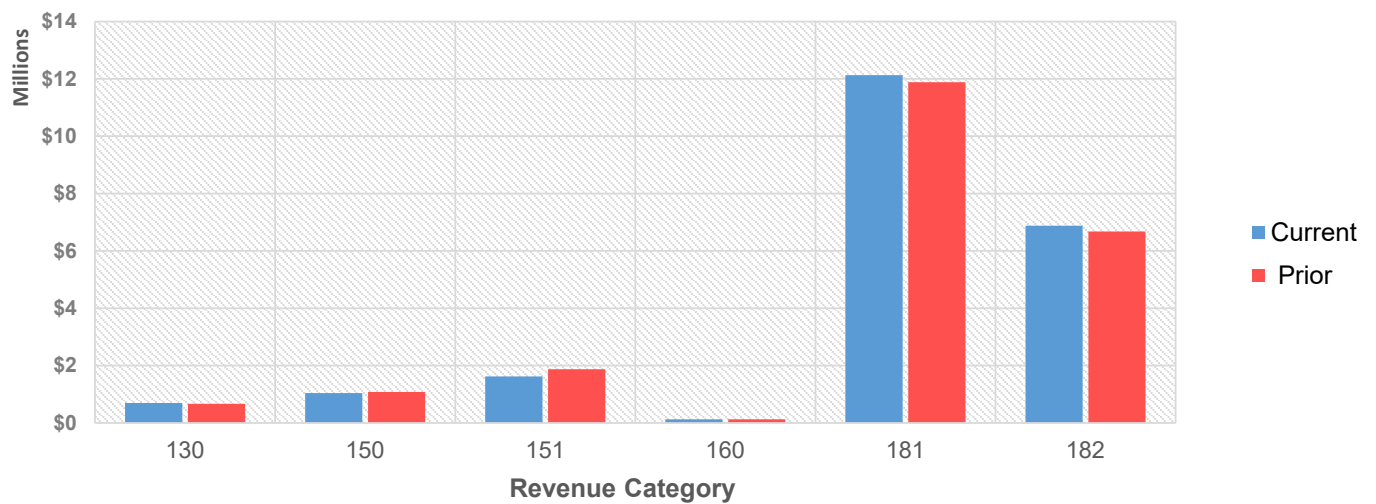
74.8% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	693,225	94.1%	665,712	82.7%	11.4%	27,513
150 Local Option Gas Tax	1,041,700	74.9%	1,080,986	77.3%	-2.4%	(39,285)
151 Infrastructure Surtax	1,617,231	75.5%	1,872,283	89.1%	-13.6%	(255,052)
160 Community Dev Blk Grant	125,208	88.9%	126,058	88.8%	0.1%	(850)
181 Downtown Increment Fund	12,130,428	104.5%	11,881,360	108.0%	-3.5%	249,068
182 Southend Increment Fund	6,875,167	192.1%	6,674,046	202.9%	-10.8%	201,121
Total Revenues	\$22,482,958	114.7%	\$22,300,443	119.0%	-4.3%	\$182,515

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are over budget for the current year and behind the prior year actuals on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in revenue is less than budget expectations.

151 The decrease in Infrastructure Surtax revenue reflects both declining receipts and stronger investment earnings performance in the prior year.

181/182 The annual tax increment distributions for both the Downtown and Southend districts were received in December.



SUMMARY BUDGET REPORT

June 30, 2026

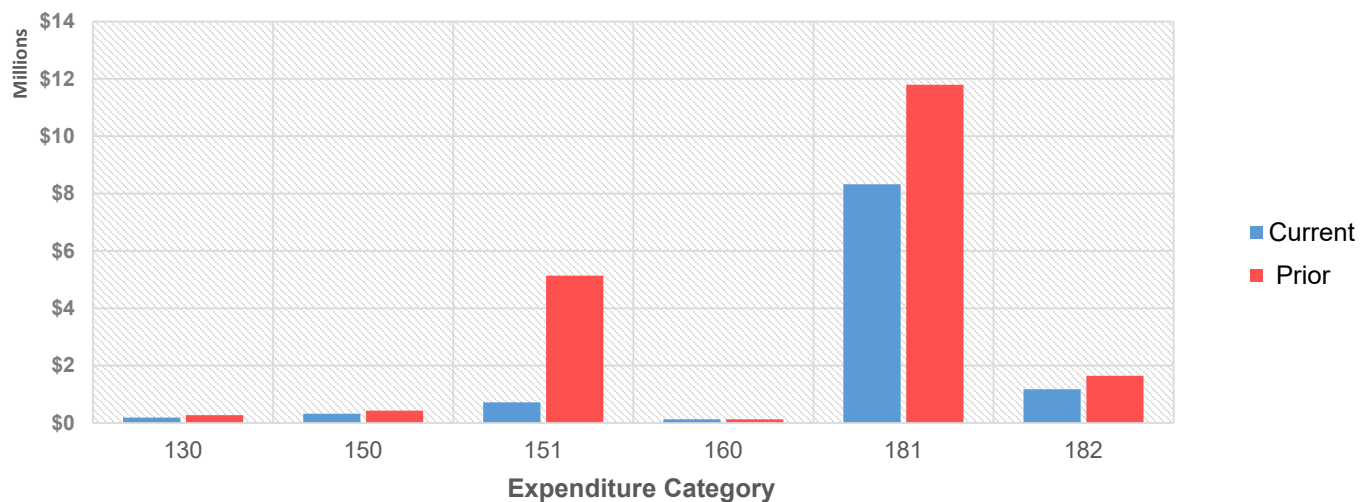
74.8% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	185,643	25.0%	267,202	30.1%	-5.1%	(81,559)
150 Local Option Gas Tax	320,435	22.3%	423,871	34.0%	-11.7%	(103,436)
151 Infrastructure Surtax	717,644	7.1%	5,138,373	30.7%	-23.7%	(4,420,729)
160 Community Dev Blk Grant	125,208	88.2%	126,058	88.8%	-0.6%	(850)
181 Downtown Increment Fund	8,323,097	39.0%	11,794,824	34.4%	4.6%	(3,471,727)
182 Southend Increment Fund	1,172,605	10.3%	1,641,103	26.9%	-16.6%	(468,498)
Total Expenditures	\$10,844,632	24.0%	\$19,391,431	32.6%	-8.6%	(\$8,546,799)

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget and ahead of the prior year on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

130 The decrease in Convention Development expenditures reflects the timing of capital improvements projects undertaken in the prior year.

151 The decrease in Infrastructure Surtax expenditures reflects the timing of a major street resurfacing project undertaken in the prior year.

160 The decrease in Community Development Block Grant expenditures reflects the timing of reimbursement requests submitted to the City of Jacksonville.

181/ 182 The decrease in both Downtown and Southend Increment fund expenditures is largely attributable to the timing of capital projects.



SUMMARY BUDGET REPORT

June 30, 2026

74.8% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund	Revenues				Expenditures			
	Budgeted Annual	Budgeted To Date	Actual To Date	Variance Favorable/ (Unfavorable)	Budgeted Annual	Budgeted To Date	Actual To Date	Variance Favorable/ (Unfavorable)
001 General Fund	33,291,396	24,900,140	28,576,231	3,676,091	33,634,921	25,157,078	23,708,752	1,448,326
130 Convention Development Tax	737,000	551,236	693,225	141,989	743,088	555,789	185,643	370,146
150 Local Option Gas Tax	1,390,338	1,039,897	1,041,700	1,804	1,436,286	1,074,263	320,435	753,828
151 Infrastructure Surtax	2,142,243	1,602,280	1,617,231	14,950	10,146,225	7,588,821	717,644	6,871,177
160 Community Dev. Blk. Grant	140,855	105,352	125,208	19,856	142,000	106,208	125,208	(18,999)
181 Downtown Increment Fund	11,609,411	8,683,203	12,130,428	3,447,225	21,332,952	15,955,879	8,323,097	7,632,782
182 Southend Increment Fund	3,578,842	2,676,778	6,875,167	4,198,389	11,360,939	8,497,360	1,172,605	7,324,755
410 Electric Utility	88,699,687	66,342,506	62,851,857	(3,490,649)	107,038,850	80,059,194	67,827,745	12,231,449
411 Natural Gas Utility	2,319,343	1,734,741	1,557,226	(177,515)	3,652,607	2,731,950	1,963,440	768,510
420 Water & Sewer Utility	19,126,825	14,305,817	17,749,781	3,443,964	44,836,483	33,535,233	13,910,626	19,624,607
423 Storm Water Management	3,942,823	2,949,016	1,214,576	(1,734,439)	10,124,380	7,572,481	1,046,166	6,526,315
430 Sanitation Fund	7,898,505	5,907,649	6,258,531	350,882	8,335,670	6,234,624	5,543,073	691,551
440 Golf Course Fund	3,563,656	2,665,419	2,810,529	145,110	4,705,709	3,519,613	3,733,271	(213,658)
460 Leased Facilities Fund	842,436	630,096	653,470	23,374	1,042,115	779,445	786,250	(6,805)
500 Internal Service Funds	22,264,123	16,652,344	16,746,127	93,783	22,363,078	16,726,357	16,378,367	347,990
Total:	\$201,547,483	\$150,746,474	\$160,901,287	10,154,814	\$280,895,303	\$210,094,295	\$145,742,322	\$64,351,973

Fund	Net Income/ (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	4,867,479	5,124,417
130 Convention Development Tax	507,582	512,135
150 Local Option Gas Tax	721,265	755,632
151 Infrastructure Surtax	899,587	6,886,127
160 Community Dev. Blk. Grant	-	856
181 Downtown Increment Fund	3,807,331	11,080,007
182 Southend Increment Fund	5,702,561	11,523,143
410 Electric Utility	(4,975,889)	8,740,800
411 Natural Gas Utility	(406,213)	590,995
420 Water & Sewer Utility	3,839,155	23,068,571
423 Storm Water Management	168,410	4,791,876
430 Sanitation Fund	715,458	1,042,433
440 Golf Course Fund	(922,742)	(68,548)
460 Leased Facilities Fund	(132,780)	16,569
500 Internal Service Funds	367,760	441,773
Total:	\$15,158,965	\$74,506,787

Discussion

Overall year to date revenues exceed expenditures on a cash basis. It should be noted that seasonality may affect the net variances in any given month.

- 001, 181, 182 Property tax revenues received in the 1st and 2nd quarter of the year will create positive variances in the General Fund and Tax Increment Funds that will diminish as the fiscal year progresses.
- 410 Expenditures exceed revenues in the Electric Fund as the cost of power increases and the City undertakes capital projects using reserves set aside in prior years.
- 411 Expenditures exceed revenues in the Natural Gas Fund as the cost of gas from the City's provider increases. The pass-through portion of customer rates is being adjusted to recover the difference.
- 440 Expenditures exceed revenues in the Golf Course Fund as reserves from a prior year are utilized to replace and expend the driving range netting.
- 460 Expenditures exceed revenues in the Leased Facilities Fund as transfers are made to Information Services to pay for software licenses and technology purchases.



CASH AND INVESTMENTS BY TYPE
Fiscal Year to Date
June 30, 2026

Type of Investment	10/1/2025 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	6/30/2026 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	52,930,891	1,044,703	228,920	(306,508)	(78,562)	888,552	0	53,819,444	0.32%
Galliard Capital Management	61,188,900	1,925,574	149,571	(695,809)	(89,552)	1,289,784	0	62,478,684	0.47%
Garcia Hamilton & Associates	61,082,122	1,569,803	346,763	(994,365)	(89,134)	833,067	(0)	61,915,189	0.30%
State Pooled Investment Fund	37,628,473	1,123,271	-	-	-	1,123,271	(0)	38,751,745	0.41%
Florida Trust	38,999,300	1,138,546	-	-	-	1,138,546	0	40,137,846	0.41%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	14,422,171	343,803	-	-	-	343,803	-	14,765,974	0.12%
Operating Cash: Bank of America	14,863,341	402,480	-	-	(149,233)	253,248	(4,538,526)	10,578,062	0.08%
Petty Cash / Change Funds	4,325	-	-	-	-	-	-	4,325	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	281,119,525	7,548,181	725,253	(1,996,683)	(406,481)	5,870,271	(4,538,526)	282,451,269	2.11%
Pension: Salem Mutual Fund	96,563,357	4,509,323	2,007,147	3,371,656	-	9,888,126	139	106,451,623	7.36%
Pension: Sawgrass Asset Mgt	36,436,763	1,177,093	101,663	(511,059)	(90,328)	677,368	(0)	37,114,131	0.47%
Pension: Wells Capital	19	120	-	-	(0)	120	(140)	0	0.00%
Pension: JPMCB - Strategic Property Fund	4,963,013	-	-	(431,073)	-	(431,073)	(0)	4,531,940	-0.27%
TOTAL PENSION INVESTMENTS	137,963,153	5,686,535	2,108,809	2,429,524	(90,328)	10,134,540	(0)	148,097,693	7.35%
TOTAL CASH AND INVESTMENTS	\$419,082,678	\$13,234,716	\$2,834,063	\$432,841	(\$496,809)	\$16,004,811	(\$4,538,526)	\$430,548,962	



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Trevor Hughes, Chief of Parks Development and Maintenance
DATE:	July 20, 2026
SUBJECT:	Installation of Safety Netting at Wingate Park Baseball Fields by Jax Beach Baseball Association

BACKGROUND

Jacksonville Beach Baseball Association (JBBA) is a long-standing community partner serving approximately 1,225 athletes annually through Little League and Babe Ruth baseball programs at Wingate Park. Their organization plays a significant role in youth athletics within Jacksonville Beach.

JBBA has offered to fully fund the replacement of the existing barrier and overhead safety netting system at Wingate Park and has committed to ongoing maintenance and minor repairs of the netting system throughout its life cycle. The system will replace aging netting that currently requires ongoing repairs and has visible deficiencies. To facilitate proper installation, JBBA will make repairs to the concession stand drip edge to allow for secure anchoring of the overhead netting system.

The new netting is designed to:

- Improve safety for spectators, players, and families;
- Reduce the risk of injuries from foul balls and errant throws;
- Enhance the overall appearance and professionalism of the facility; and
- Provide a long-term solution with an expected lifespan of 10–15 years.

FINANCIAL IMPACT

The City will retain ownership of the land and buildings at Wingate Park. The donation value is approximately \$36,500 for materials, installation of the safety netting, and drip edge repair. Ongoing maintenance will be funded and managed by JBBA.

REQUESTED ACTION

Approve the installation of safety netting at the Wingate Park baseball fields by Jax Beach Baseball Association

ATTACHMENTS

1. Jax Beach Baseball Proposed Donation - Overhead Nets

JBBA Donation Proposal – Wingate Park Overhead Safety Netting

Jax Beach Baseball Association (JBBA) would like to support the continued upkeep and improvement of the baseball facilities at Wingate Park and Seabreeze through the following project:

Proposed Project

Replacement of the existing overhead safety netting at Wingate Park

Project Benefits

Enhanced Safety

- Provides improved protection for spectators, players, and families attending games
- Addresses existing deficiencies, including worn netting with visible holes
- Eliminates low-hanging areas that may create climbing or safety hazards for children

Risk Reduction

- Reduces the likelihood of injuries from foul balls and errant throws
- Helps minimize potential property damage and associated liability

Long-Term Cost Efficiency

- Replaces aging netting that currently requires ongoing patchwork and repairs
- Reduces maintenance costs over time with a full replacement solution

Improved Appearance & Experience

- Enhances the overall look and professionalism of the facility
- Creates a safer, more welcoming environment for families and visitors
- Supports continued growth in player registrations and community engagement

Ongoing Care & Lifecycle

- Expected lifespan of new netting: **10–15 years**
- Routine maintenance and minor repairs will be performed as needed throughout its lifecycle

Project Cost

JBBA intends to fund this project through donation:

- **Estimated Cost:** \$27,945 +\$6,6500 for reinforcement of roof edge
- JBBA will cover full installation costs, including any reasonable additional expenses required to complete the project if not included in the initial quote
- JBBA will cover the cost of reinforcing the roof edge, including the soffit, fascia, and drip edge as necessary to accommodate the overhead net installation.

Targeted Completion

We are targeting completion by August 2026. Ideally work is done between seasons to limit interruptions to play.

We appreciate your consideration and look forward to partnering with the City of Jacksonville Beach to enhance the safety and quality of these facilities for our community.

Please let us know if you have any questions or would like to discuss further.

Respectfully,
JBBA Board

CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Beaches Energy Director
DATE:	July 20, 2026
SUBJECT:	First One-Year Renewal of Bid No. 2223-02 – Lawn Care and Landscape Maintenance Services

BACKGROUND

Bid No. 2223-02 establishes the specifications for lawn care and landscape maintenance services for the City's seventeen active and inactive electric substations. The contract requires the contractor to furnish all labor, equipment, tools, materials, and supervision necessary to provide routine grounds maintenance, including weekly service from April through October and bi-weekly service from November through March. The contract also includes palm tree trimming at the Penman Substation, mulch application, and irrigation system repairs at designated locations. The original contract was awarded for an initial three-year term with the option to renew for up to three additional one-year periods. Staff has evaluated the contractor's performance during the initial term and has determined that services have been provided satisfactorily and in accordance with the contract requirements.

Staff recommends approval of the first one-year renewal of Bid No. 2223-02 with Refined Land Inc., the primary contractor, under the existing contract terms and conditions. The contract continues to provide a mechanism for utilizing Arazoza Brothers Corp. as the secondary contractor and Trimac as the tertiary contractor, should the primary contractor be unable to perform or if the contract is terminated.

To streamline future contract administration and avoid the need for annual Council action on routine renewals, staff further recommends delegating authority to the City Manager to approve and execute any remaining one-year renewal options, through the maximum contract term authorized by the bid, provided contractor performance remains satisfactory and sufficient funds are budgeted and available.

FINANCIAL IMPACT

Funding for tree lawn care and landscape maintenance is included in the Beaches Energy Services annual budget.

REQUESTED ACTION

1. Approve the first one-year renewal of Bid No. 2223-02 for Lawn Care and Landscape Maintenance Services with Refined Land Inc., under the existing contract terms and conditions; and
2. Authorize the City Manager to approve and execute all remaining one-year renewal options under Bid No. 2223-02, through the maximum contract term authorized by the contract, subject to satisfactory contractor performance and the availability of budgeted funds

ATTACHMENTS



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach, FL 32250

1. Substation Lawn and Landscape Maintenance Agreement Renewal- signed

**FIRST ONE-YEAR RENEWAL OF THE LAWN CARE AND LANDSCAPE MAINTENANCE –
14 SUBSTATIONS AGREEMENT BETWEEN REFINED LAND, INC., AND THE CITY OF
JACKSONVILLE BEACH**

THIS FIRST ONE-YEAR RENEWAL is made on July 17, 2026, by and between the City of Jacksonville Beach, Florida (“City”), a municipal corporation organized and existing under the laws of the State of Florida, and **Refined Land, Inc.** (“Refined Land”), a Florida Profit Corporation, to renew the Agreement for the provision of Lawn Care and Landscape Maintenance provided by Refined Land to the City.

WHEREAS, on July 17, 2023, Bid No. 2223-02 for Lawn Care and Landscape Maintenance – 14 Substations was awarded by the City Council to Refined Land for the provision of Lawn Care and Landscape Maintenance provided by Refined Land to the City (the “Agreement”); and

WHEREAS, the Agreement had an initial three-year term beginning July 17, 2023, with an option to renew the Agreement for three additional one-year periods for a maximum contract term of six years subject to available funding; and

WHEREAS, the parties mutually agree to renew the Agreement for the first one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this renewal, the parties agree:

1. The term of the Agreement for Bid No. 2223-02 is hereby renewed for the first one-year term commencing July 17, 2026, and expiring July 16, 2027.
2. All other conditions, requirements, and provisions of the specifications for Bid No. 2223-02 Lawn Care and Landscape Maintenance – 14 Substations and the Agreement shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

**FIRST ONE-YEAR RENEWAL OF THE LAWN CARE AND LANDSCAPE MAINTENANCE – 14
SUBSTATIONS AGREEMENT BETWEEN REFINED LAND AND THE CITY OF JACKSONVILLE
BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

Christine Hoffman, Mayor

Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal
sufficiency:

Molly Alleger, City Clerk

David Migut, City Attorney

Date Signed

REFINED LAND, INC.

(AFFIX CORPORATE SEAL)

Joseph L Gabisch

Print Name

President

Title

6/05/26

Date Signed

ATTEST:

Bailey Adams
Bailey Adams

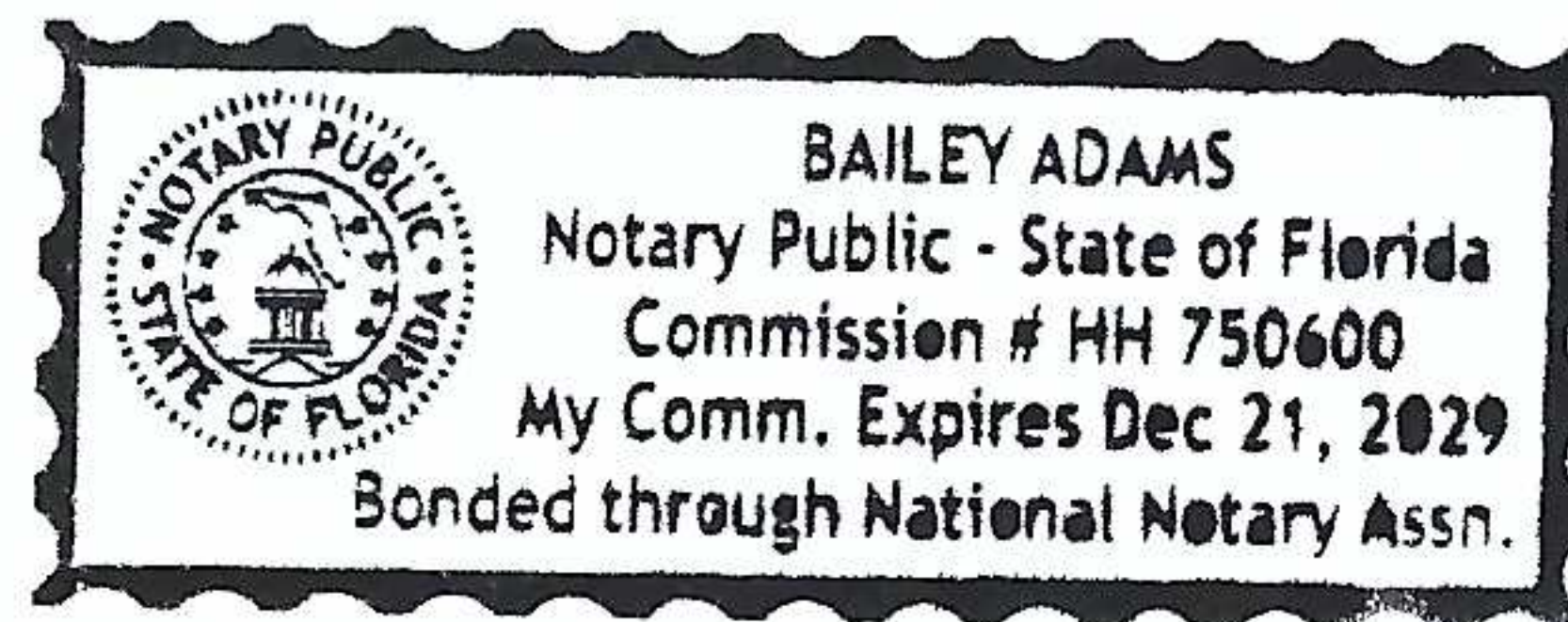
Print Name

Bank Representative

Title

6/5/26

Date Signed



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	July 20, 2026
SUBJECT:	16th Avenue South Infrastructure Acceptance

BACKGROUND

The developer, Benchmark Commercial Group, installed public Infrastructure as shown below to support his residential lot property development at the intersection of 16th Avenue South and 6th Street South (see attached as-built drawings).

PUBLIC INFRASTRUCTURE DEDICATED TO THE CITY FOR MAINTENANCE			
Description	Value	Location	Responsibility
Potable Water Distribution System	N/A	N/A	N/A
Sanitary Sewer Collection System	\$13,862	Right-of-way along 6th Street South	Public Works
Stormwater Collection System	\$171,102	Rights-of-way along 16th Avenue South and 6th Street South	Public Works
Roadway Improvements / Site Work	N/A	N/A	N/A
Electric Improvements	N/A	N/A	N/A
TOTAL:	\$184,964		

The stormwater and sewer infrastructure was tested, received St. Johns River Water Management District (SJRWMD) clearance, and has been placed into operation. CPH Engineering, the contractor's engineer of record, certified the work based on testing results and as-built drawings, and certified the work's value. The engineer record of completed public infrastructure improvements and letter certifying compliance with substantial compliance with civil engineering plans is attached. Benchmark Commercial Group has provided a one-year warranty bond for the public infrastructure. The public infrastructure required and provided for the development, and now proposed for acceptance by the City, has been verified by staff to have been installed consistent with the approved plans.

FINANCIAL IMPACT

By accepting this infrastructure, the City will be responsible for ongoing and future maintenance expenses.

REQUESTED ACTION

Approve and accept the infrastructure installed as part of the Benchmark Commercial Group development on 16th Avenue South and 6th Street South

ATTACHMENTS

1. 1 - 16th Ave S & 6th_Request Letter
2. 2 - 16th Ave S & 6th_Schedule of Values
3. 3 - 16th Ave S & 6th_Engineers SJRWMD Certification
4. 4 - As-Builts Jonathan Plumb 16th Avenue South and 6th Street South
5. 5 - Bond_Benchmark Commercial Group, Inc._101898266

BENCHMARK COMMERCIAL GROUP, INC
2320 SOUTH THIRD STREET, SUITE 14
JACKSONVILLE BEACH, FLORIDA 32250
www.benchmarkcommercialgroup.com

June 25, 2026

Public Works Department
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250

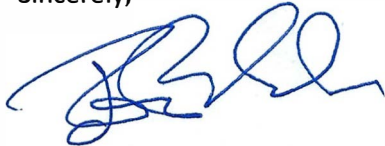
Subject: Request that the City of Jacksonville Beach Accept the Jonathan Plumb Property Infrastructure Improvements (sanitary and storm sewer) at 16th Avenue South and 6th Street South

To Whom It May Concern:

Benchmark Commercial Group, Inc. hereby respectfully requests that the City of Jacksonville Beach accept the above referenced public infrastructure improvements for maintenance. The public infrastructure improvements include the sanitary sewer collection system and storm drainage improvements within the City right-of-way. The asset value of the public infrastructure improvements is indicated by the Schedule of Values prepared by our engineer in a separate letter dated June 30 2026.

Thank you for your attention to this matter.

Sincerely,



Jonathan Plumb
President
Benchmark Commercial Group, Inc.
2320 South Third Street
Suite 14
Jacksonville Beach, Florida 32250
904-591-3382 cell



5200 Belfort Road
Suite 220
Jacksonville, FL 32256
Phone: 904.332.0999
Fax: 904.332.0997

June 30, 2026

City of Jacksonville Beach
Public Works Department
11 North 3rd Street
Jacksonville Beach, FL 32250
Attn: Kayle Moore, P.E.

RE: Engineer Certification Letter for Acceptance of Public Infrastructure Improvements for
16th Avenue South and 6th Street South Storm Drain

Mr. Moore,

We hereby request approval by the City of Jacksonville Beach Department of Public Works for a warranty bond in the amount of \$184,964.00 for the sanitary sewer system and storm sewer system (within the right-of-way only) adjacent to the lots on 16th Avenue South and 6th Street South. The utility improvements include: sanitary sewer lateral and cleanouts (east side of 6th St. S.), storm sewer piping, inlets and headwall (east side of 6th St. S. and south side of 16th Ave. S.).

We have made several site inspections of the project and have found it to be in substantial compliance with the approved engineering plans on file with the Department of Public Works. To the best of my knowledge and belief, the schedule of values listed below is an adequate representation of the improvements to be conveyed to the City of Jacksonville Beach.

Description	UM	QTY	UC	TOTAL
Inlet FDOT Type "C"	ea	4	\$11388	\$45552
24" SDR 26 Pipe	lf	358	\$325	\$116350
Single headwall	ea	1	\$9200	\$9200
Sewer Service:				
6" SDR 35	lf	190	\$52	\$9880
6" wyes	ea	2	\$450	\$900
6" cleanouts	ea	4	\$770.5	\$3082
				\$184,964

Thank you for your assistance. Should you require any additional information, please do not hesitate to contact Wade at 904-707-6780 or Jonathan at 904-591-3382.

Sincerely,

Wade Olszewski, PE
CPH Consulting, LLC

Jonathan Plumb, President
Benchmark Commercial Group, Inc.

As-Built Certification And Request for Conversion to Operation Phase

Instructions: Complete and submit this page within 30 days of completion of the entire project, or any independent portion of the project, as required by the permit conditions. The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the project, system, works, or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No: N/A

Application No:

Permittee: Benchmark

Commercial Group, Inc.

Project Name: 16th Ave S & 6th St S Storm and Utility Improvements
applicable):

Phase or Independent Portion (if

I HEREBY CERTIFY THAT (please check only one box):

- ☒ To the best of my knowledge, information, and belief, construction of the project has been completed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached are documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. Any deviations or independent phasing will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. (Contact the permitting agency to determine whether a modification of the permit will be required in accordance with Rule 62-330.315, F.A.C.) Attached is a description of substantial deviations, a set of as-built drawings, and documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. There are substantial deviations that prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. I acknowledge that corrections to the project and/or a modification of the permit will likely be required, and that conversion to the operation phase cannot be approved at this time. As-built or record drawings reflecting the substantial deviations are attached.

For activities that require certification by a registered professional:

By:

Signature

Wade Olszewski, PE(Print Name)

54068(Fla. Lic. or Reg. No.)

CPH Consulting, LLC(Company Name)
Address)

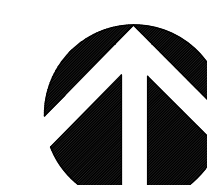
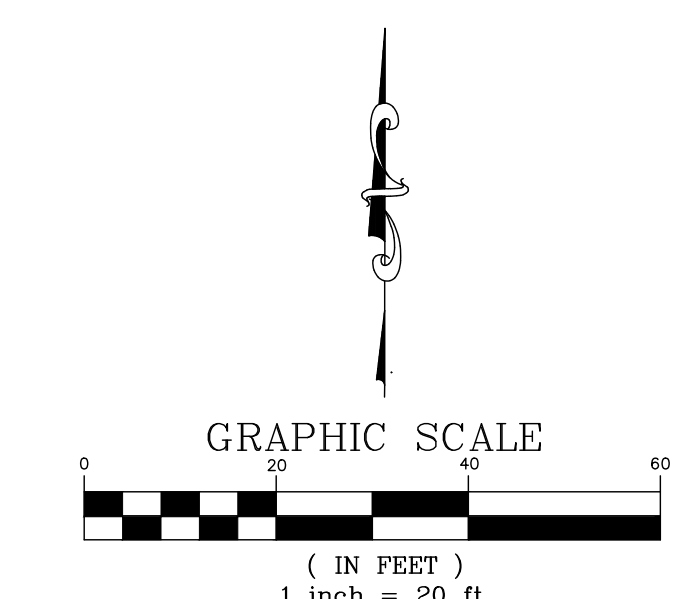
5200 Belfort Rd, Suite 220, Jacksonville, FL 32256(Company

904.332.0999(Telephone Number)

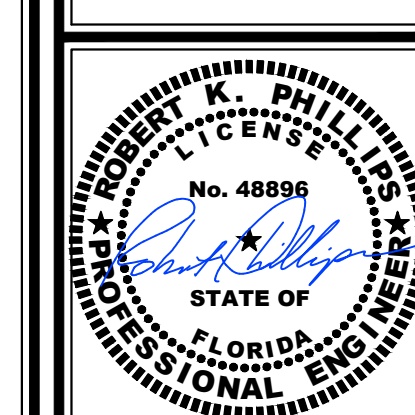
wadeo@cphcorp.com(Email Address)

June 23, 2026(Date)





Robert K. Phillips, PE
1550 Selva Marina Drive
Atlantic Beach, Florida 32233
(904) 903-8715 · rkphillipspe@gmail.com
FL PE 48896



REVISIONS:

BENCHMARK COMMERCIAL GROUP 16TH AVE. S. AND 6TH ST. SOUTH CITY OF JACKSONVILLE BEACH, FL.	PROJECT ASBUILTS
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DRAWN D.B.	DESIGNER M.P.	CHECKED R.K.P.
DATE: JUNE 2026		
SCALE: AS NOTED		
PROJECT No. B23001		
DRAWING NUMBER 1/1		

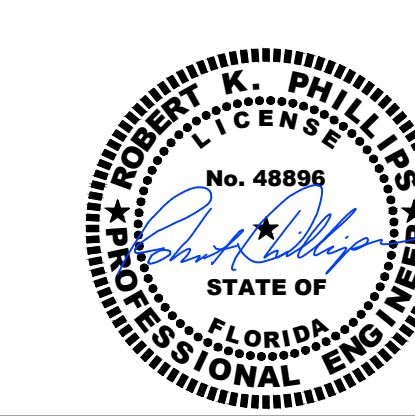
AS BUILT	
INFORMATION PROVIDED BY:	
DATE:	05/28/2026
NAME:	GRUHN MAY INC.
ADDRESS:	6897 PHILLIPS PARKWAY, JACKSONVILLE, FL
PHONE #:	904.838.6585

I HEREBY CERTIFY THAT THE:	
☐ PAVEMENT	☐ WATER MAIN
☐ CURB & GUTTER	☒ SANITARY GRAVITY SYSTEM
☒ STORM & DRAINAGE SYSTEM	☐ FORCE MAIN
☐ UNDERDRAIN CONNECTIONS	☐ LIFT STATION
	☐ IRRIGATION

ARE AT THE HORIZONTAL AND VERTICAL LOCATION AS SHOWN ON THESE
 "AS-BUILT" DRAWINGS AND MEET THE MINIMAL TECHNICAL STANDARDS FOR
 SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER
 5J-17.053 AND 5J-17.052 F.A.C.

SIGNATURE:	Gordon G. Gruhn
NAME:	GORDON G. GRUHN
CONTRACTORS STATE UTILITIES NO:	CPC043134

AS-BUILT



This item has been digitally signed and sealed by Robert K. Phillips, PE. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signatures must be verified on any electronic copies.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of July, 2026



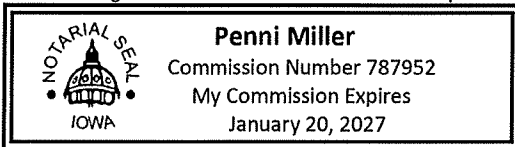
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of July, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of July, 2026.



Secretary



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	July 20, 2026
SUBJECT:	Bid No. 2526-06 Liftstation #13 Rehabilitation and Site Upgrades

BACKGROUND

Lift Station #13 (LS-13) is located on the east side of Fairway Lane in Jacksonville Beach (south side of the 12th Avenue South Central Basin drainage easement). The scope of work for [Bid No. 2526-06](#) includes rehabilitation of the existing duplex lift station, including temporary bypassing operations, equipment and structure demolition, installation of new pumps, 4-inch/6-inch piping (discharge and manifold for LS-16), valves and other ancillary equipment, pump control panel, telemetry and SCADA equipment, site light, installation of new hose bibb station and water service, installation of a wet well specialty coating system per manufacture recommendations as necessary, and piping with new concrete slab, new fencing and restoration.

The contractor shall furnish all labor, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown in the drawings. The contractor shall be responsible for properly unloading, storing, installing and maintaining all materials and equipment. The contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

Public Works (PW) rehabilitates two lift stations per year to maintain a 20-year rotation for consistent rehabilitation of the City's 38 lift stations.

PW worked with Procurement to competitively bid this project. Six bids were received, with the lowest being \$490,000 and the highest bid being \$866,765. PW Staff and Four Waters Engineering recommend awarding this construction project to PBM Constructors in an amount of \$490,000 plus a 15% contingency in the amount of \$73,500, for a total of \$563,500. PW recommends awarding Contract Administration to Four Waters Engineering in an amount of \$31,321.79 plus a 10% contingency in the amount of \$3,132.18, for a total of \$34,453.97.

CONTRACTOR	BID AMOUNT	CONTINGENCY %	CONTINGENCY \$	TOTAL
PBM Constructors (construction)	\$490,000.00	15%	\$73,500.00	\$563,500.00
Four Waters Engineering (construction admin.)	\$31,321.79	10%	\$3,132.18	\$34,453.97
				\$597,953.97



Review the [submittal by PBM Constructors](#).

FINANCIAL IMPACT

The FY2026 Public Works Capital Improvement Plan includes \$607,000 for this project. No budget adjustments are required.

REQUESTED ACTION

1. Award/Reject Bid No. 2526-06 to PBM Constructors for Liftstation #13 Rehabilitation and Site Upgrades for an amount not to exceed \$563,500; and
2. Award/Reject an Agreement with Four Waters Engineering for Contract Administration for an amount not to exceed \$34,454; and
3. Authorize the Mayor and City Manager to negotiate and execute any contract as a result of this bid award.

ATTACHMENTS

1. f_Bid_2526-06 Response Summary
2. g_Bid_2526-06 Bid Tabulation
3. g_Bid_2526-06 Bid Tab Summary and Detail_SignedABB
4. LS13 COJB 2526-06 Rec of Award
5. g_Bid_2526-06 Intent to Award Notification

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Public Works

Response Summary

Bid No. 2526-06 Lift Station #13 Rehabilitation and Site Upgrades

Section 00301

Addendum

Vendor	00300 Bid Proposal												00410 Bid Bond	00480 Non-collusion Affidavit	Local Business Tax Receipt	W-9	Qualifications	Notes
	Form	A	B	C	D	E	F	G	H	I	1	2						
Ferreira Construction	x	x	x	x	x	x	x	x	x	x	x	x	x	x	a	x	x	
G&H Underground Construction	x	x	x	x	x	x	x	x	x	x	x	x	b	x	x	x	x	Bid bond on AIA 310
Grimes	x	x	x	x	x	x	x	x	x	x	x	x	x	x	a	x	x	
Hager Construction	x	x	x	x	x	x	x	x	x	x	x	x	x	x	a	a	a,c	
PBM Constructor	x	x	x	x	x	x	x	x	x	x	x	x	x	x	a	x	x	
Petticoat-Schmitt	x	x	x	x	x	x	x	x	x	x	x	x	x	x	a	x	x	

Legend:

a: Did not provide

b: Did not use City form 00410

c: Did not provide project specific information

Bid Tabulation
City of Jacksonville Beach
Bid #2526-06 Lift Station #13 Rehabilitation and Site Upgrades

LS-25 REHABILITATION AND SITE UPGRADES				Ferreira Construction		G&H Underground		Grimes		Hager Construction		PBM Constructor		Petticoat-Schmitt		
M&P																
Item No.	No.	Item	Qty.	Unit	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price
1	1	Demolition, Site Clearing and Abandonment	1	LS	\$ 72,000.00	\$ 72,000.00	\$ 28,875.00	\$ 28,875.00	\$ 89,787.00	\$ 89,787.00	\$ 94,000.00	\$ 94,000.00	\$ 5,000.00	\$ 5,000.00	\$ 27,800.00	\$ 27,800.00
2	2	Maintenance of Traffic	1	LS	\$ 7,600.00	\$ 7,600.00	\$ 33,924.00	\$ 33,924.00	\$ 42,128.00	\$ 42,128.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00
3	3	Soil Erosion & Sediment Control	1	LS	\$ 1,250.00	\$ 1,250.00	\$ 11,084.15	\$ 11,084.15	\$ 900.00	\$ 900.00	\$ 37,615.00	\$ 37,615.00	\$ 3,000.00	\$ 3,000.00	\$ 1,400.00	\$ 1,400.00
4	4	Temporary Bypass Pumping Operations	1	LS	\$ 42,250.00	\$ 42,250.00	\$ 68,655.34	\$ 68,655.34	\$ 29,278.00	\$ 29,278.00	\$ 132,000.00	\$ 132,000.00	\$ 10,000.00	\$ 10,000.00	\$ 19,750.00	\$ 19,750.00
5	5	F&I Chain Link Fence, Double Swing Gate and Accessories (7 ft tall with barbed wire; 116 LF; 16 ft wide gate)	1	LS	\$ 17,500.00	\$ 17,500.00	\$ 13,802.60	\$ 13,802.60	\$ 32,524.00	\$ 32,524.00	\$ 17,950.00	\$ 17,950.00	\$ 20,000.00	\$ 20,000.00	\$ 35,400.00	\$ 35,400.00
6	6	F&I 2" water services (tie-in to existing and extend), 1.5" RPZ Backflow Preventer with Hot Box and Hose Bib Station	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 10,939.65	\$ 10,939.65	\$ 17,768.00	\$ 17,768.00	\$ 8,800.00	\$ 8,800.00	\$ 6,000.00	\$ 6,000.00	\$ 29,509.00	\$ 29,509.00
7	7	F&I Lift Station/Driveway/Wetwell Top Concrete Slab and Foundations (Thickness varies; reinforced; ~87 SY Lift Station Site and ~15 SY Driveway)	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 13,638.46	\$ 13,638.46	\$ 34,516.00	\$ 34,516.00	\$ 33,000.00	\$ 33,000.00	\$ 28,000.00	\$ 28,000.00	\$ 20,400.00	\$ 20,400.00
		F&I Pump Station Package with (2) Submersible Pumps (139 gpm @ 25 ft) with Discharge Elbows, Pump Control Panel Package to Jacksonville Beach Standard, Submersible Pressure Transducer and Mounting Assembly, Float Controls, 316 SS Lifting Chains, 316 SS Cable Rack, 316 SS Guide Rails, (2) 316 SS Guide Rail Braces, Pump Base Plates, Double Door Hatch, Protective Grating System for Hatch, 6" PVC Vent Pipe Assembly with (2) 90 Deg. Bends and Screen,														
8	8	Other Accessories, and Spare Parts	1	LS	\$ 138,800.00	\$ 138,800.00	\$ 154,319.55	\$ 154,319.55	\$ 146,680.00	\$ 146,680.00	\$ 150,000.00	\$ 150,000.00	\$ 112,500.00	\$ 112,500.00	\$ 224,600.00	\$ 224,600.00
9	9	F&I Site Fill (A3)	105	CY	\$ 61.00	\$ 6,405.00	\$ 161.74	\$ 16,982.70	\$ 26.00	\$ 2,730.00	\$ 200.00	\$ 21,000.00	\$ 30.00	\$ 3,150.00	\$ 50.00	\$ 5,250.00
10	10	F&I Wet Well Coating (Rehabilitate wet well interior areas as necessary, seal unused openings or annular space (LinkSeal as noted), and install Spectrashield coating system over entire interior)	1	LS	\$ 57,500.00	\$ 57,500.00	\$ 41,457.33	\$ 41,457.33	\$ 20,538.00	\$ 20,538.00	\$ 63,000.00	\$ 63,000.00	\$ 40,000.00	\$ 40,000.00	\$ 20,400.00	\$ 20,400.00
11	11	F&I Pump Station Piping (Piping, Fittings, Valves, and Associated Accessories for Piping in Wet Well and Above and Below Grade Outside of Wet Well) Including Tie-in to Existing 6" Forcemain	1	LS	\$ 126,000.00	\$ 126,000.00	\$ 85,115.50	\$ 85,115.50	\$ 133,147.00	\$ 133,147.00	\$ 72,000.00	\$ 72,000.00	\$ 100,000.00	\$ 100,000.00	\$ 142,500.00	\$ 142,500.00
		F&I Electrical Equipment (electric service meter, service entrance rated fused disconnect switch, lighting panel, pump control panel disconnect switch, electrical equipment rack, grounding conduit and wire)	1	LS	\$ 108,200.00	\$ 108,200.00	\$ 55,000.00	\$ 55,000.00	\$ 32,133.00	\$ 32,133.00	\$ 91,000.00	\$ 91,000.00	\$ 55,000.00	\$ 55,000.00	\$ 77,500.00	\$ 77,500.00
13	13	F&I Site Light and Pole Installation	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 4,462.70	\$ 4,462.70	\$ 6,335.00	\$ 6,335.00	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00
14	14	F&I Telemetry System (Telemetry work by DFS including antenna mast, installation and startup)	1	LS	\$ 108,000.00	\$ 108,000.00	\$ 39,259.00	\$ 39,259.00	\$ 43,972.00	\$ 43,972.00	\$ 38,000.00	\$ 38,000.00	\$ 65,000.00	\$ 65,000.00	\$ 600.00	\$ 600.00
		All Other Restoration (including asphalt, sod, gravel, mulch, 57 stone with filter fabric and other items required to restore site)	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 25,373.56	\$ 25,373.56	\$ 7,311.00	\$ 7,311.00	\$ 57,000.00	\$ 57,000.00	\$ 20,000.00	\$ 20,000.00	\$ 950.00	\$ 950.00
16	16	F&I Bollard (4 ft tall - 6 inch diameter)	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 2,721.33	\$ 8,163.99	\$ 1,640.00	\$ 4,920.00	\$ 2,600.00	\$ 7,800.00	\$ 1,000.00	\$ 3,000.00	\$ 2,638.67	\$ 7,916.01
17	17	Performance and Payment Bond (1.5% Maximum)	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 12,221.06	\$ 12,221.06	\$ 9,557.00	\$ 9,557.00	\$ 12,450.00	\$ 12,450.00	\$ 6,850.00	\$ 6,850.00	\$ 9,424.00	\$ 9,424.00
TOTAL BASE BID (In Figures)						\$ 768,105.00		\$ 623,274.59		\$ 654,224.00		\$ 866,615.00		\$ 490,000.00		\$ 631,999.01

* Corrected Bid Amount

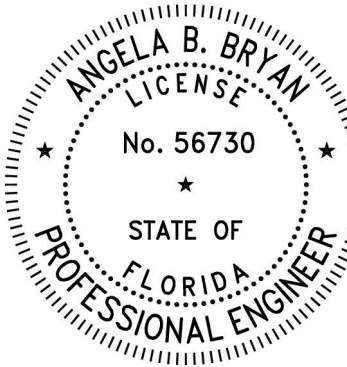
CITY OF JACKSONVILLE BEACH, FLORIDA
CITY NO: 2526-06
LIFT STATION #13 REHABILITATION AND SITE UPGRADES

BID DATE: JUNE 17, 2026
TIME: 2:00 P.M. (Local Time)

TABULATION OF BIDDERS

CONTRACTOR		BASE BID
1	Ferreira Construction	\$ 768,105.00
2	G&H Underground	\$ 623,274.59
3	Grimes	\$ 654,224.00
4	Hager Construction	\$ 866,615.00
5	PBM Constructor	\$ 490,000.00
6	Petticoat-Schmitt	\$ 631,999.01

Note: Yellow highlighting identifies bids with calculation discrepancies which are described in the detailed bid tabulation.



Angela B
Bryan

Digitally signed by Angela
B Bryan
Date: 2026.06.22 18:07:05
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Bid Tabulation
City of Jacksonville Beach
Bid #2526-06 Lift Station #13 Rehabilitation and Site Upgrades

LS-25 REHABILITATION AND SITE UPGRADES					Ferreira Construction		G&H Underground		Grimes		Hager Construction		PBM Constructor		Petticoat-Schmitt	
Item No.	M&P No.	Item	Qty.	Unit	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price
1	1	Demolition, Site Clearing and Abandonment	1	LS	\$ 72,000.00	\$ 72,000.00	\$ 28,875.00	\$ 28,875.00	\$ 89,787.00	\$ 89,787.00	\$ 94,000.00	\$ 94,000.00	\$ 5,000.00	\$ 5,000.00	\$ 27,800.00	\$ 27,800.00
2	2	Maintenance of Traffic	1	LS	\$ 7,600.00	\$ 7,600.00	\$ 33,924.00	\$ 33,924.00	\$ 42,128.00	\$ 42,128.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00
3	3	Soil Erosion & Sediment Control	1	LS	\$ 1,250.00	\$ 1,250.00	\$ 11,084.15	\$ 11,084.15	\$ 900.00	\$ 900.00	\$ 37,615.00	\$ 37,615.00	\$ 3,000.00	\$ 3,000.00	\$ 1,400.00	\$ 1,400.00
4	4	Temporary Bypass Pumping Operations	1	LS	\$ 42,250.00	\$ 42,250.00	\$ 68,655.34	\$ 68,655.34	\$ 29,278.00	\$ 29,278.00	\$ 132,000.00	\$ 132,000.00	\$ 10,000.00	\$ 10,000.00	\$ 19,750.00	\$ 19,750.00
5	5	F&I Chain Link Fence, Double Swing Gate and Accessories (7 ft tall with barbed wire; 116 LF; 16 ft wide gate)	1	LS	\$ 17,500.00	\$ 17,500.00	\$ 13,802.60	\$ 13,802.60	\$ 32,524.00	\$ 32,524.00	\$ 17,950.00	\$ 17,950.00	\$ 20,000.00	\$ 20,000.00	\$ 35,400.00	\$ 35,400.00
6	6	F&I 2" water services (tie-in to existing and extend), 1.5" RPZ Backflow Preventer with Hot Box and Hose Bib Station	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 10,939.65	\$ 10,939.65	\$ 17,768.00	\$ 17,768.00	\$ 8,800.00	\$ 8,800.00	\$ 6,000.00	\$ 6,000.00	\$ 29,509.00	\$ 29,509.00
7	7	F&I Lift Station/Driveway/Wetwell Top Concrete Slab and Foundations (Thickness varies; reinforced; ~87 SY Lift Station Site and ~15 SY Driveway)	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 13,638.46	\$ 13,638.46	\$ 34,516.00	\$ 34,516.00	\$ 33,000.00	\$ 33,000.00	\$ 28,000.00	\$ 28,000.00	\$ 20,400.00	\$ 20,400.00
8	8	F&I Pump Station Package with (2) Submersible Pumps (139 gpm @ 25 ft) with Discharge Elbows, Pump Control Panel Package to Jacksonville Beach Standard, Submersible Pressure Transducer and Mounting Assembly, Float Controls, 316 SS Lifting Chains, 316 SS Cable Rack, 316 SS Guide Rails, (2) 316 SS Guide Rail Braces, Pump Base Plates, Double Door Hatch, Protective Grating System for Hatch, 6" PVC Vent Pipe Assembly with (2) 90 Deg. Bends and Screen, Other Accessories, and Spare Parts	1	LS	\$ 138,800.00	\$ 138,800.00	\$ 154,319.55	\$ 154,319.55	\$ 146,680.00	\$ 146,680.00	\$ 150,000.00	\$ 150,000.00	\$ 112,500.00	\$ 112,500.00	\$ 224,600.00	\$ 224,600.00
9	9	F&I Site Fill (A3)	105	CY	\$ 61.00	\$ 6,405.00	\$ 161.74	\$ 16,982.70	\$ 26.00	\$ 2,730.00	\$ 200.00	\$ 21,000.00	\$ 30.00	\$ 3,150.00	\$ 50.00	\$ 5,250.00
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12	12	F&I Electrical Equipment (electric service meter, service entrance rated fused disconnect switch, lighting panel, pump control panel disconnect switch, electrical equipment rack, grounding conduit and wire)	1	LS	\$ 108,200.00	\$ 108,200.00	\$ 55,000.00	\$ 55,000.00	\$ 32,133.00	\$ 32,133.00	\$ 91,000.00	\$ 91,000.00	\$ 55,000.00	\$ 55,000.00	\$ 77,500.00	\$ 77,500.00
13	13	F&I Site Light and Pole Installation	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 4,462.70	\$ 4,462.70	\$ 6,335.00	\$ 6,335.00	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00
14	14	F&I Telemetry System (Telemetry work by DFS including antenna mast, installation and startup)	1	LS	\$ 108,000.00	\$ 108,000.00	\$ 39,259.00	\$ 39,259.00	\$ 43,972.00	\$ 43,972.00	\$ 38,000.00	\$ 38,000.00	\$ 65,000.00	\$ 65,000.00	\$ 600.00	\$ 600.00
15	15	All Other Restoration (including asphalt, sod, gravel, mulch, 57 stone with filter fabric and other items required to restore site)	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 25,373.56	\$ 25,373.56	\$ 7,311.00	\$ 7,311.00	\$ 57,000.00	\$ 57,000.00	\$ 20,000.00	\$ 20,000.00	\$ 950.00	\$ 950.00
16	16	F&I Bollard (4 ft tall - 6 inch diameter)	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 2,721.33	\$ 8,163.99	\$ 1,640.00	\$ 4,920.00	\$ 2,600.00	\$ 7,800.00	\$ 1,000.00	\$ 3,000.00	\$ 2,638.67	\$ 7,916.01
17	17	Performance and Payment Bond (1.5% Maximum)	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 12,221.06	\$ 12,221.06	\$ 9,557.00	\$ 9,557.00	\$ 12,450.00	\$ 12,450.00	\$ 6,850.00	\$ 6,850.00	\$ 9,424.00	\$ 9,424.00
TOTAL BASE BID (In Figures)						\$ 768,105.00		\$ 623,274.59		\$ 654,224.00		\$ 866,615.00		\$ 490,000.00		\$ 631,999.01

* Corrected Bid Amount

*G&H Underground math error
(-\$0.35)

*Hager Construction
typographical errors (\$150.00)

*Petticoat-Schmitt math error (-
\$0.01)



Kayle Moore, P.E.
City Engineer
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250

June 22, 2026

RE: Recommendation of Award for Lift Station LS-13 Rehabilitation and Site Upgrades
City of Jacksonville Beach Bid No. 2526-06
Bid Review and Evaluation of Findings

Dear Mr. Moore:

This letter summarizes the construction contract bids received for the Lift Station LS-13 Rehabilitation and Site Upgrades project. The City of Jacksonville Beach (City) received bids for the project on June 17, 2026 at 2:00 pm. Six (6) contractors submitted bids for the project. The bids were evaluated for conformance with the criteria set forth in the bidding documents. The total LS-13 base bids from the contractors ranged from \$490,000.00 to \$866,615.00.

PBM Constructors, Inc. submitted the lowest bid for LS-13. Four Waters Engineering (4Waters) has reviewed the submitted bid package provided by PBM Constructors, Inc. and finds their bid responsive and responsible. All required items were acknowledged on the Bid Form and included with the bid package. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida and has an AM Best Rating of "A". Qualifications and reference projects and contacts were included with the bid package. State licensing was provided; however, local licensing documentation may need to be provided prior to final execution of a contract.

4Waters also investigated the contractor's experience, and reputation, and finds the contractor capable of performing the work for this project based on the information received from reference contacts.

Although the City will make final determination regarding contract award and available funds, 4Waters finds PBM Constructors, Inc. bid to be responsive and responsible, and recommends award of the LS-13 project to PBM Constructors, Inc., for the total project award of \$490,000.00. 4Waters further recommends that the City establish a contingency in an amount of fifteen percent (15%) of the total bid price to allow for any unknown conditions that may be encountered during construction.

We appreciate this opportunity to provide services to the City of Jacksonville Beach and look forward to working with the City during the ongoing construction of this project. If you have any

questions, please feel free to contact me at 904-414-2400 Ext 51 or abryan@4weng.com.

Sincerely,
Four Waters Engineering, Inc.



Angela Bryan, P.E.
President/Engineer of Record

City of

Jacksonville Beach

Property and

Procurement Division

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6229

Email: purchasing@jaxbchfl.net

www.jacksonvillebeach.org

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO SUBMIT BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: June 23, 2026

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2526-06 LS-13 Rehabilitation and Site Upgrades**

Recommendation will be presented to the City Manager for:

Bid Number: 2526-06

Title: LS-13 Rehabilitation and Site Upgrades

Recommendation will be presented to the City Manager for intent to award of Bid No. 2526-06 LS-13 Rehabilitation and Site Upgrades to **PBM Constructors, Inc.** for a total recommended contract value of **\$490,000.00**

The complete bid tabulation sheet is attached herewith.

In accordance with the procedures set forth in Chapter 13 of the City of Jacksonville Beach Procurement Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Award from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each bidder for their submittal.

Luis F. Flores

Luis F. Flores, Property & Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250



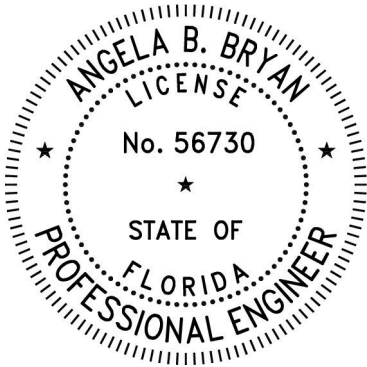
CITY OF JACKSONVILLE BEACH, FLORIDA
CITY NO: 2526-06
LIFT STATION #13 REHABILITATION AND SITE UPGRADES

BID DATE: JUNE 17, 2026
TIME: 2:00 P.M. (Local Time)

TABULATION OF BIDDERS

CONTRACTOR		BASE BID	
1	Ferreira Construction	\$	768,105.00
2	G&H Underground	\$	623,274.59
3	Grimes	\$	654,224.00
4	Hager Construction	\$	866,615.00
5	PBM Constructor	\$	490,000.00
6	Petticoat-Schmitt	\$	631,999.01

Note: Yellow highlighting identifies bids with calculation discrepancies which are described in the detailed bid tabulation.



Bid Tabulation
City of Jacksonville Beach
Bid #2526-06 Lift Station #13 Rehabilitation and Site Upgrades

LS-25 REHABILITATION AND SITE UPGRADES					Ferreira Construction		G&H Underground		Grimes		Hager Construction		PBM Constructor		Petticoat-Schmitt	
M&P																
Item No.	No.	Item	Qty.	Unit	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price	Unit Price	Contract Price
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2	2	Maintenance of Traffic	1	LS	\$ 7,600.00	\$ 7,600.00	\$ 33,924.00	\$ 33,924.00	\$ 42,128.00	\$ 42,128.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00
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12	12	F&I Electrical Equipment (electric service meter, service entrance rated fused disconnect switch, lighting panel, pump control panel disconnect switch, electrical equipment rack, grounding conduit and wire)	1	LS	\$ 108,200.00	\$ 108,200.00	\$ 55,000.00	\$ 55,000.00	\$ 32,133.00	\$ 32,133.00	\$ 91,000.00	\$ 91,000.00	\$ 55,000.00	\$ 55,000.00	\$ 77,500.00	\$ 77,500.00
13	13	F&I Site Light and Pole Installation	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 4,462.70	\$ 4,462.70	\$ 6,335.00	\$ 6,335.00	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00
14	14	F&I Telemetry System (Telemetry work by DFS including antenna mast, installation and startup)	1	LS	\$ 108,000.00	\$ 108,000.00	\$ 39,259.00	\$ 39,259.00	\$ 43,972.00	\$ 43,972.00	\$ 38,000.00	\$ 38,000.00	\$ 65,000.00	\$ 65,000.00	\$ 600.00	\$ 600.00
15	15	All Other Restoration (including asphalt, sod, gravel, mulch, 57 stone with filter fabric and other items required to restore site)	1	LS	\$ 27,500.00	\$ 27,500.00	\$ 25,373.56	\$ 25,373.56	\$ 7,311.00	\$ 7,311.00	\$ 57,000.00	\$ 57,000.00	\$ 20,000.00	\$ 20,000.00	\$ 950.00	\$ 950.00
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* Corrected Bid Amount

*G&H Underground math error
(-\$0.35)

*Hager Construction
typographical errors (\$150.00)

*Petticoat-Schmitt math error (-
\$0.01)

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	July 20, 2026
SUBJECT:	Department of Energy Grant of \$1.6 Million

BACKGROUND

In 2023, the U.S. Department of Energy (DOE) received funding to support investments in the modernization and resiliency of the nation's critical infrastructure. Through this initiative, funding was allocated to states, territories, and federally recognized tribes to advance projects that strengthen energy reliability and resilience. The Florida Division of Emergency Management (FDEM) applied for and administers these funds on behalf of the State of Florida.

In April 2024, Beaches Energy Services (BES) developed a Storm Hardening Plan and submitted an application to FDEM seeking financial assistance to convert vulnerable overhead electric facilities located between 2nd Avenue North and 12th Avenue North, west of Penman Road, to underground infrastructure. BES requested \$1,600,000 in state and federal grant funding. The total project investment is approximately \$2,450,000, which includes the grant award and a required BES matching contribution of approximately \$850,000.

The project will enhance electric system reliability and storm resilience by reducing the risk of outages, improving restoration times following severe weather events, and supporting future growth within the service territory. The grant award represents a substantial investment in the long-term reliability, resiliency, and sustainability of the community's electric infrastructure while helping accelerate critical system improvements that will provide lasting benefits to BES customers and the communities we serve.

FINANCIAL IMPACT

The FY2026 Budget includes \$1,225,000 for phase 2A. The target project timeline is expected to range from FY2026 through FY2028. The FY2027 budget is currently in development and includes \$425,000 for the City's portion of phase 2B. The grant funded portion of the project will be included in either the mid-year or year-end FY2027 budget modification, based upon the project's progression.

REQUESTED ACTION

1. Accept/Reject a Department of Energy Grant of \$1.6 Million to Perform Storm Hardening between 2nd Ave. N. and 12th Ave. N. in Jacksonville Beach; and
2. Authorize the Mayor and City Manager to execute the Grant Agreement with the State of Florida Department of Emergency Management

ATTACHMENTS

1. Grant Notice of Approval
2. Grant Agreement

Grant Management

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APP-1048

Application Number	APP-1048	Grant	FY 2022/23 Electric Grid Enhancement and Resiliency Grant
Agency	Beaches Energy Services Engineering	Status	New
Primary Contact	Allen Putnam	RFI Reason	
Full Legal Organization Name		Rejection Reason	
Organization Address	Marietta, GA 30066	Agent Phone	4047317802 4047317802
Agent Email	robert.patrylak@patrylakenergyadvisors.com	Project Title	Storm Hardening - 2nd to 12th Ave North
Date Sent for Review		Department of Energy Status	DoE Approved
Date Approved			

Project Description

Project Description	Beaches Energy Services' initiative to convert overhead distribution to underground distribution is a proactive strategy aimed at enhancing grid resilience and reliability, particularly during severe storms and hurricanes in northeast Florida. The project outlined by the City of Jacksonville Beach, led by Beaches Energy Services (BES), is of critical importance for enhancing the resilience of electrical infrastructure in vulnerable coastal areas. This initiative responds directly to the frequent disruptions caused by severe storms and hurricanes, which pose significant risks to businesses, residents, and essential services like healthcare facilities and emergency responders. By transitioning vulnerable electrical infrastructure underground, the project aims to mitigate storm impacts, reduce outages, and expedite recovery after disasters. The estimated cost of \$20 million to transition ten identified vulnerable areas, each costing around \$2 million, is a strategic investment. This funding is intended to accelerate the timeline beyond BES's original 20-year plan, demonstrating the city's commitment to infrastructure improvement. Leveraging outside funding is key to achieving this goal efficiently. The partnership with Heart Utilities of Jacksonville Inc., a local contractor, ensures efficient mobilization and contributes to the local economy, which is a positive aspect of the project. Patrylak Energy Advisors (PEA) will play a crucial role in supporting the project by
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utilizing existing and new staff. The project's feasibility is strengthened by the combined expertise and experience of BES, Patrylak Energy Advisors, Leidos Engineering, and Heart Utilities. Each partner brings unique skills to the table, ensuring excellence in utility management, project management, engineering, and construction.

Beyond the immediate benefits of improved safety and resilience, this project has broader implications. By reducing vulnerability to storms and minimizing service interruptions, it creates a more attractive environment for development and resident retention. Lower long-term maintenance costs will also contribute to the project's overall sustainability and economic benefit for the community.

In summary, the City of Jacksonville Beach's project through BES is a comprehensive effort to enhance infrastructure resilience and community safety. It not only addresses critical infrastructure needs but also fosters economic growth and social equity by creating opportunities and reducing vulnerability to future storms and disasters. This project stands to significantly benefit the city and its residents for years to come.

Management Capacity Plan

Agency Project Manager

Key Personnel and Roles

Don Cuevas, as the project sponsor, provides oversight and guidance to ensure the project stays on track within the allocated budget. His role involves monitoring progress, managing resources effectively, and addressing any challenges that may arise during implementation. His sponsorship underscores a commitment to responsible use of grant and utility funds, emphasizing the importance of achieving project objectives while maximizing benefits for customers and stakeholders. Rob Patrylak, serving as the Project Manager for the grant application project, has a comprehensive set of responsibilities that cover stakeholder coordination, project engineering and design, oversight of contractor installation management, coordination with Beaches Energy Services crew, monitoring state grant funding usage, and establishing key performance indicators (KPIs) for budget and performance measurement. Rob's role is pivotal in ensuring smooth project execution from start to finish. By engaging stakeholders effectively, overseeing technical aspects, managing contractors, coordinating with utility crews, and monitoring grant funds and project performance, Rob plays a critical role in achieving project milestones and

delivering outcomes that enhance grid resiliency and reliability.

Overall, with the dedication and expertise of both Don Cuevas and Rob Patrylak, alongside the commitments of Beaches Energy Services and the City of Jacksonville Beach to responsible fund management and community service, this project is well-equipped to succeed in its mission of improving infrastructure and serving the needs of the community effectively. Collaboration and cooperation among these stakeholders are essential for driving positive change and ensuring the successful delivery of these critical infrastructure projects. The involvement of Leidos Engineering in the project is instrumental in driving the design and engineering aspects essential for enhancing grid resilience and reliability for Beaches Energy Services. Leidos Engineering's expertise will play a key role in several critical areas:

1. Engineering Analysis: Conducting thorough assessments of the current grid infrastructure to identify areas for improvement. This analysis will inform strategic decisions regarding the design and implementation of upgrades.
2. Design Development: Developing detailed and robust designs for underground infrastructure, including cable layouts, transformer installations, and other essential components. These designs will prioritize resilience and reliability in line with project goals.
3. Technical Specifications: Creating comprehensive technical specifications for materials, equipment, and construction methods. This ensures adherence to industry standards and regulatory requirements, supporting the longevity and effectiveness of the infrastructure improvements.
4. Regulatory Compliance: Ensuring that all design plans and engineering solutions align with applicable regulations, codes, and standards. Compliance with these requirements is critical for safety and operational efficiency.
5. Collaboration and Coordination: Working closely with Beaches Energy Services, project managers, contractors, and stakeholders to coordinate design efforts. This collaboration ensures that designs meet project objectives and stakeholder expectations.
6. Quality Assurance: Implementing rigorous quality assurance measures to verify the accuracy and integrity of design plans. Quality assurance is essential for the successful implementation of reliable infrastructure.
7. Technical Support: Providing ongoing technical support throughout the project lifecycle, including during construction, commissioning, and testing phases. This ensures that engineering solutions are

effectively implemented and operational. By partnering with Leidos Engineering, Beaches Energy Services can leverage specialized knowledge and experience to deliver high-quality infrastructure improvements. This collaboration underscores a shared commitment to enhancing grid resilience and reliability, ultimately benefiting the community by ensuring more robust and dependable electrical services. The combination of Beaches Energy Services, Rob Patrylak's project management expertise, and Leidos Engineering's technical capabilities positions the project for success in achieving its goals. Heart Utilities of Jacksonville, Inc. plays a vital role in the construction phase of the project, focusing on implementing essential infrastructure upgrades to enhance grid resilience and reliability for Beaches Energy Services. Their responsibilities encompass critical aspects of underground electrical infrastructure development:

1. **Manhole Construction:** Building new manholes or modifying existing ones to accommodate underground cable infrastructure. Manholes serve as access points for cable installation, maintenance, and repairs, ensuring efficient management of the underground network.
2. **Ductwork Installation:** Installing underground ductwork to house and protect cables. Ductwork shields cables from environmental factors and physical damage, preserving the integrity and longevity of the underground infrastructure.
3. **Transformer Installation:** Placing and connecting transformers at strategic locations to regulate voltage levels and facilitate efficient power distribution. Transformers are essential for maintaining grid reliability and stability.
4. **Switching Equipment Installation:** Installing switching equipment to control electricity flow and manage power distribution within the grid. Switching equipment enables operators to reroute power and isolate faults, minimizing service interruptions.
5. **Cable Splicing:** Conducting cable splicing to connect cables to transformers, switches, and other components of the electrical infrastructure. Proper cable splicing is crucial for ensuring continuous electrical service and minimizing power losses.
6. **Safety Compliance:** Ensuring adherence to safety regulations and industry standards throughout the construction process. This includes implementing safety measures to protect workers and the public, prioritizing the well-being of all involved.
7. **Quality Assurance and Testing:** Conducting comprehensive quality assurance checks and testing to verify

the integrity and functionality of the constructed facilities. This involves performing cable testing, insulation resistance testing, and other diagnostic procedures to ensure the reliability of the infrastructure.

Heart Utilities' Construction role is pivotal in translating design plans into tangible improvements that enhance grid resilience and reliability, ultimately benefiting the community by providing a more robust and dependable electrical infrastructure.

The collaboration among Beaches Energy Services, Heart Utilities of Jacksonville, Inc., and other project partners underscores a commitment to delivering high-quality infrastructure enhancements that contribute to a more resilient and reliable electrical grid. Together, they work towards achieving the project's objectives of improving service continuity and minimizing disruptions, ensuring a safer and more sustainable electrical system for the community.

Beaches Energy Services (BES) plays a pivotal role in overseeing and ensuring the successful implementation of the project to enhance grid resilience and reliability. Their responsibilities encompass various key aspects of the project, demonstrating their commitment to delivering a high-quality and reliable electrical infrastructure:

1. **Reviewing Engineering and Design Work:** BES conducts thorough reviews of the engineering and design work carried out by Leidos Engineering. This ensures that the designs align with project objectives and comply with BES construction standards, maintaining consistency and quality throughout the project lifecycle.

2. **Inspecting Construction Activities:** BES conducts regular inspections of construction activities performed by Heart Utilities to verify compliance with design specifications, safety regulations, and industry best practices. This proactive approach helps identify and address any issues or deviations promptly, ensuring the integrity of the infrastructure.

3. **Practical Implementation:** BES's underground cable and aerial lines department handles the practical aspects of the project, including:

4. **Pulling Cable:** Installing underground cables according to design plans and specifications.

5. **Converting Aerial to Underground Infrastructure:** Transitioning overhead power lines to underground configurations to enhance resilience and reliability.

6. **Energizing New Cable:** Activating newly installed cable infrastructure effectively integrating it into the electrical grid.

7. Decommissioning Existing Aerial Distribution Lines: Removing obsolete or redundant overhead infrastructure to streamline operations and improve safety.

8. Decommissioning Transformers, Poles, and Equipment: Removing outdated or redundant equipment to optimize infrastructure efficiency and reduce maintenance requirements.

9. Integrated Approach to Project Management: BES adopts an integrated approach to project management, ensuring seamless coordination between design, construction, and implementation activities. By leveraging internal expertise and resources, BES can proactively address challenges and optimize project outcomes, ultimately benefiting the community by delivering a more robust and dependable electrical infrastructure.

BES's integrated approach, coupled with rigorous quality assurance measures, helps mitigate risks and optimize project performance, ultimately contributing to a more resilient and reliable electrical grid that benefits the community served by Beaches Energy Services.

Previous Federal Funding

Non-Financial Challenges

Identifying and addressing non-financial challenges is crucial for the successful completion of grid resilience projects like the one proposed by Patrylak Energy Advisors and Beaches Energy Services. The two primary non-financial challenges that may impact project completion include:

Supply Chain Disruptions: Disruptions in the supply chain for materials, equipment, and components essential to grid resilience projects can have significant repercussions. Shortages, delivery delays, transportation constraints, and price fluctuations are common issues that can impact procurement schedules and project timelines. These disruptions may lead to delays in project implementation and potentially result in cost overruns. To mitigate supply chain challenges, proactive management strategies such as diversifying suppliers, maintaining buffer stocks, and fostering strong supplier relationships are essential.

Weather and Environmental Risks: Adverse weather conditions, natural disasters, and environmental risks pose ongoing threats to grid resilience projects. Severe storms, hurricanes, wildfires, floods, and other extreme events can cause damage to infrastructure, disrupt operations, and compromise worker safety. It is crucial to implement robust contingency plans, emergency response protocols, and risk mitigation strategies to address these

Past Federal Funding Experience

Proposed Milestones

The key milestones for the project illustrate the proposed timeline for each phase of the project, from inception to completion. Here's a summary of these milestones:

1. Project Start and Budget Funding: October 1, 2025
 - This milestone marks the official start of the project and the availability of budget funding for implementation.
2. Leidos Engineering and Design Completion: Scheduled to be completed in 6 months, by March 31, 2026.
 - Leidos Engineering will finalize the engineering and design work for the project within this timeframe, ensuring that plans are ready for implementation.
3. Heart Utilities Facility Construction Completion: Expected to be finished within 18 months following engineering and design, by September 30, 2027.
 - Heart Utilities will undertake the construction of the necessary facilities to support the new cable infrastructure, completing this phase of the project by the specified date.
4. Beaches Energy Services Cable Pull Completion: Projected to take 6 months following facility construction, with completion targeted for March 31, 2028.
 - Beaches Energy Services will pull the cable and install the underground infrastructure, ensuring that the new system is operational within the designated timeframe.
5. Beaches Energy Services Switch Over from Aerial to Underground Completion:

challenges effectively. This may involve incorporating weather forecasting tools, establishing emergency communication protocols, securing backup power sources, and ensuring worker training on safety procedures.

Addressing these non-financial challenges requires a proactive approach to risk management and contingency planning. By implementing adaptive strategies and leveraging appropriate resources, Patrylak Energy Advisors and Beaches Energy Services can navigate uncertainties and ensure the successful completion of the grid resilience project within established timelines and budget constraints. This proactive approach will enhance project resilience and contribute to the overall reliability of the electric grid, benefiting the community served by Beaches Energy Services.

Estimated to be a 6-month process following splicing of cable, scheduled to be completed by September 30, 2028. Beaches Energy Services will transition from aerial to underground infrastructure, completing the final phase of the project by the specified date.

6. Project Complete: September 30, 2028

- This milestone marks the completion of all project activities and the achievement of project objectives, including enhanced grid resilience and reliability for Beaches Energy Services.

These milestones provide a project management roadmap, allowing stakeholders to track progress to ensure that the project remains on schedule. By adhering to the timeline outlined by these milestones, the project can be completed efficiently and effectively, delivering the intended benefits to the community.

Project Readiness

Estimated Start Date

Estimated End Date

Current Project Phase

Project Impact

FTE Jobs Created 2

Temporary Jobs Created 20

Apprenticeships Created 2

Activities/Services Provided

The outlined activities and services to be undertaken with the allocated funds for the project demonstrate a comprehensive approach to achieving the intended objectives of enhancing infrastructure resilience, reducing storm vulnerability, and improving community safety. Each activity plays a critical role in the successful implementation and impact of the project. Here's a breakdown of the key activities and their significance:

1. Overhead to Underground Conversion Projects:

- Removing existing overhead power lines and equipment and replacing them with underground infrastructure significantly enhances the resilience and reliability of the electrical grid, reducing vulnerability to storm-related disruptions.

2. Project Planning and Design:

- Conducting thorough site surveys and engineering assessments ensures the feasibility and effectiveness of conversion projects. Detailed project planning minimizes risks and optimizes resource allocation.

Local/Minority Hire Plan

The project plan outlined by the City of Jacksonville Beach, through Beaches Energy Services (BES), has the potential to incorporate various strategies to utilize project labor agreements (PLAs), local hire agreements, and initiatives to attract, train, and retain a local workforce, including minority and women-owned businesses. Here are the strategies that BES plans to pursue:

1. Project Labor Agreements (PLAs):
 - BES could consider implementing PLAs to establish terms and conditions of employment for workers involved in the project. PLAs typically outline provisions such as wages, benefits, working conditions, and dispute resolution mechanisms. PLAs can ensure fair wages, benefits, and working conditions for workers, contributing to workforce stability and project efficiency.
2. Local Hire Agreements:
 - BES can prioritize hiring local residents for project-related jobs through local hire agreements. These agreements may include requirements or incentives for contractors and subcontractors to hire a certain percentage of their workforce from the local community. Prioritizing local hiring promotes economic development, strengthens the local workforce, and fosters community

3. Construction and Implementation:

- Efficient procurement and construction processes ensure timely and cost-effective project execution while prioritizing worker safety and quality control.

4. Community Engagement and Outreach:

- Engaging stakeholders and providing transparent communication fosters community support and addresses concerns, leading to smoother project implementation and increased public awareness.

5. Training and Capacity Building:

- Providing training and technical assistance enhances local capacity to manage and maintain the new infrastructure effectively, promoting long-term sustainability.

6. Monitoring and Evaluation:

- Establishing performance metrics and conducting regular monitoring activities allows for ongoing assessment of project effectiveness and identifies areas for improvement.

7. Compliance and Reporting:

- Adhering to regulations and submitting comprehensive reports ensure accountability and transparency in project management, meeting grant requirements and expectations. By integrating these activities into the project plan, Beaches Energy Services can maximize the impact of the allocated funds and deliver lasting benefits to the community. The holistic approach encompasses not only the physical transformation of infrastructure but also community engagement, capacity building, and continuous improvement, reflecting a commitment to sustainable and resilient grid development. Regular evaluation and reporting will provide insights into project outcomes, supporting continuous learning and adaptation to achieve desired goals efficiently and effectively.

Expected Project Benefit

The benefits of enhancing electric reliability and resiliency through the proposed project are indeed numerous and wide-ranging, impacting individuals, businesses, and communities in significant ways. These benefits contribute to overall safety, economic stability, healthcare access, education, quality of life, environmental sustainability, and community resilience. Here's a detailed look at each key benefit:

1. Enhanced Public Safety:

engagement and support for the project.

3. Workforce Development and Training Programs:

- BES could develop workforce development and training programs aimed at equipping local residents, including minorities and women, with the skills and qualifications needed for project-related jobs. These programs could include apprenticeships, vocational training, and certification programs tailored to the specific needs of the project, such as underground cable installation, electrical work, and construction.

4. Partnerships with Minority/Women-Owned Businesses:

- BES could actively seek partnerships with minority and women-owned businesses (MWBs) for project subcontracting opportunities, supplier contracts, and service provision. Establishing outreach and networking initiatives to connect with MWBs, providing technical assistance and support to help them navigate the procurement process, and promoting subcontracting opportunities can help increase their participation in the project.

5. Diversity and Inclusion Goals:

- BES could set diversity and inclusion goals for the project, such as targets for the participation of minority and women-owned businesses, hiring of local residents, and utilization of apprenticeships and workforce development programs. Regular monitoring and reporting on progress towards these goals can help ensure accountability and transparency in achieving diversity and inclusion objectives. By incorporating these strategies into the project plan, BES can not only enhance the local workforce's participation and representation but also promote economic inclusion, diversity, and community prosperity.

Primary Prevention Goal

The proposed project's expenditures are strategically aligned to enhance the resilience of the electric grid against disruptive events, with a focus on upgrading infrastructure, implementing hardening measures, improving planning and preparedness, investing in smart technologies, and conducting community outreach and education. Here's how each expenditure area supports the goal of improving grid resilience:

1. Infrastructure Upgrades:

- Allocation of funds towards upgrading critical grid components like power lines, transformers, and distribution systems

- Improved electric reliability reduces the risk of power outages during emergencies, ensuring that critical services like hospitals, emergency response centers, and public safety facilities remain operational. This enhances public safety by saving lives and protecting property during severe weather events or disasters.

2. Economic Stability and Growth:

- Reliable electricity infrastructure supports businesses, industries, and commerce by minimizing downtime and financial losses due to power outages. This stability preserves jobs, attracts investment, and fosters economic growth within communities.

3. Healthcare Access and Quality:

- Reliable electricity is essential for healthcare facilities to function effectively, enabling the operation of medical equipment and the provision of essential services to patients. Improved electric reliability ensures uninterrupted healthcare services, safeguarding public health.

4. Education and Learning:

- Reliable electricity is crucial for educational institutions to conduct classes and utilize technology for teaching and learning. Improved electric reliability supports uninterrupted education, ensuring consistent learning opportunities for students.

5. Quality of Life:

- Reliable electricity enhances daily life by providing consistent access to lighting, heating, cooling, refrigeration, and communication services. Improved electric reliability contributes to a higher quality of life for individuals and families.

6. Environmental Benefits:

- Investing in resilient electricity infrastructure can promote environmental sustainability by incorporating renewable energy sources and energy-efficient technologies. This helps reduce greenhouse gas emissions and supports climate change mitigation efforts.

7. Community Resilience:

- Improved electric reliability strengthens community resilience by enabling faster recovery from disruptions and disasters. Resilient electricity infrastructure supports recovery efforts, assists vulnerable populations, and facilitates community rebuilding.

improves durability, reliability, and capacity. Modernizing infrastructure enhances the grid's ability to withstand extreme weather conditions and stressors, reducing the likelihood of widespread outages during emergencies.

2. Hardening Measures:

- Expenditures directed towards implementing hardening measures, such as undergrounding power lines and reinforcing infrastructure, protect against physical damage from severe weather events. Strengthening poles and structures minimizes the risk of outages and disruptions, ensuring continuity of service even in challenging conditions.

3. Resilience Planning and Preparedness:

- Funds invested in resilience planning and preparedness initiatives enable utilities to anticipate, respond to, and recover from disruptive events more effectively. Conducting risk assessments, developing emergency response plans, and enhancing monitoring systems improve situational awareness and coordination, enhancing overall grid resilience.

4. Investment in Smart Technologies:

- Expenditures supporting smart grid technologies and analytics enable utilities to monitor and diagnose grid conditions in real-time. Predictive maintenance based on data analytics helps identify vulnerabilities early, optimize asset performance, and respond swiftly to emerging threats, enhancing grid resilience and reliability.

5. Community Outreach and Education:

- Allocating resources towards community outreach and education fosters public awareness and engagement in grid resilience efforts. Educating stakeholders about energy conservation, emergency preparedness, and the importance of grid reliability empowers communities to take proactive measures to enhance resilience and support recovery efforts during emergencies.

By strategically allocating expenditures across these key areas, the project aims to build a more resilient electric grid that can better withstand disruptions and provide reliable service to customers and communities. This comprehensive approach addresses both physical infrastructure improvements and community engagement, ensuring a holistic and effective strategy to enhance grid resilience against diverse challenges, including severe weather events, natural disasters, and emergencies. Ultimately, these investments contribute to a more secure, adaptable, and sustainable electricity system that benefits all stakeholders.

By monitoring and reporting on these benefits, the project demonstrates its impact on the community and ensures accountability in achieving its objectives. Capturing the positive outcomes related to safety, economic development, healthcare access, education, environmental sustainability, and overall community resilience highlights the value of investing in electric reliability and resiliency. These benefits underscore the importance of infrastructure improvements in enhancing the well-being and prosperity of individuals and communities served by Beaches Energy Services.

Average Residential Electric Rate

\$127

Average Monthly Electric Rate 500kWh

\$69

Electric Bill % of Household Income

2%

Total Individuals Served

2,700

Disadvantaged Community Service Plan

Addressing the needs of lower-cost housing areas within the BES territory, even if they are not specifically identified as disadvantaged communities by the DOE tool, can have significant positive impacts on residents and the broader community. Here's how improving resiliency and reliability in these areas can bring about multiple benefits:

1. Enhanced Quality of Life:

- Reliable electricity services improve the quality of life for residents by ensuring essential amenities like heating, cooling, and lighting are consistently available. This contributes to overall well-being and comfort, particularly in lower-cost housing areas where residents may be more vulnerable to service interruptions.

2. Economic Stability:

- Businesses operating in lower-cost housing areas benefit from uninterrupted power supply, which enhances productivity and economic stability. Improved infrastructure can attract new businesses and investments, leading to job creation and economic growth within these communities.

3. Community Resilience:

- Strengthening the electrical grid in lower-cost housing areas enhances community resilience during emergencies and natural disasters. Residents can better withstand disruptions, reducing displacement risks, and facilitating faster recovery with reliable electricity services.

4. Equitable Access:

- Investing in infrastructure improvements ensures equitable access to reliable power for all residents, regardless of socio-economic status. Closing the gap in utility services supports inclusivity and contributes to social equity within the community.

5. Environmental Benefits:

- Upgrading infrastructure to improve

Plan to Account for Future Energy Needs

The new facilities have the flexibility to increase load growth by up to 50%.

resiliency may involve integrating renewable energy sources and energy-efficient technologies. This transition can reduce carbon emissions and environmental impact, aligning with sustainability goals and benefiting the entire community.

By prioritizing lower-cost housing areas in infrastructure improvements, BES demonstrates a commitment to equity, sustainability, and community well-being. Addressing the specific needs of these areas contributes to a more inclusive and resilient energy system that benefits all residents, fostering economic development and enhancing overall quality of life. Despite not being classified as disadvantaged communities by the DOE tool, investing in these areas represents a proactive approach towards building a more equitable and sustainable energy future.

Data Sources and Assumptions

To measure future climate risk and vulnerability for the Beaches Energy Services (BES) project, a comprehensive approach involving various data sources, assumptions, and models is crucial. Here's a detailed breakdown of potential sources and methodologies that can be considered:

1) Climate Data Sources:

a) Historical Climate Data:

i) Utilize historical climate data from reputable sources such as NOAA, NASA, or local meteorological agencies. Analyze past trends and patterns in weather events including storms, hurricanes, temperature fluctuations, and precipitation levels.

b) Climate Projections:

i) Access climate projection data from global climate models (e.g., IPCC) or regional climate models to understand future climate scenarios. This includes changes in temperature, precipitation patterns, sea level rise, and frequency/intensity of extreme weather events.

2) Vulnerability Assessments:

a) Exposure and Sensitivity Analysis:

i) Conduct vulnerability assessments to identify and evaluate potential impacts of climate change on infrastructure, communities, and ecosystems. Assess exposure (degree to which assets are exposed to climate hazards), sensitivity (degree to which assets are affected by climate hazards), and adaptive capacity (ability to respond and adapt to climate impacts).

b) Risk Matrices:

i) Use risk assessment tools such as risk matrices to quantify and prioritize climate-related risks based on their likelihood and potential impact.

3) Infrastructure Analysis:

a) Vulnerability of Infrastructure:

i) Evaluate the vulnerability of existing infrastructure (e.g., electrical distribution

systems) to climate-related hazards such as extreme heat, storms, flooding, and sea level rise.

b) Geospatial Analysis (GIS):

i) Utilize Geographic Information Systems (GIS) technology to map and analyze spatial data related to climate hazards, infrastructure assets, and community demographics. This helps identify vulnerable areas and populations.

4) Community Engagement and Input:

a) Stakeholder Consultations:

i) Engage with stakeholders including community members, local government officials, and experts to gather insights, local knowledge, and perceptions of climate risks and vulnerabilities.

b) Surveys and Workshops:

i) Conduct community surveys, workshops, or focus groups to gather feedback on climate risks, vulnerabilities, and priorities. This input helps inform adaptation and resilience planning.

5) Adaptation and Resilience Planning:

a) Adaptation Strategies: Develop adaptation and resilience plans based on vulnerability assessments and community input.

b) Cost-Benefit Analysis:

By integrating these methodologies and engaging stakeholders throughout the process, BES can effectively assess and address future climate risks and vulnerabilities. Transparent communication of methodologies and findings enhances credibility and supports informed decision-making for building climate-resilient infrastructure and communities.

SAIFI 1

SAIDI 36

CAIDI 67

Budget

Nonrecurring Federal funds Requested \$1,600,000

Total Project Cost \$2,450,108

Agreed to Federal Match Requirement ☒

Community and Partnership Engagement

Community Engagement Plan

The community plan outlined by Beaches Energy Services (BES) encompasses several critical elements to ensure its effectiveness and success in addressing community needs and achieving desired outcomes. Here's a comprehensive framework for the plan:

- Needs Assessment:
 - BES conducted a thorough needs assessment within the community, engaging stakeholders, leaders, and residents to identify priority areas for intervention. This assessment ensures that grant funding is directed towards initiatives that will have the most

Partnership Leveraging Plan

The private sector partnerships, state government collaborations, local government engagements, and nonprofit organization affiliations outlined by Beaches Energy Services (BES) represent a robust strategy for maximizing resources and expertise to achieve project goals effectively. Here's an overview of the anticipated outcomes and benefits associated with these partnerships:

Private Sector Partnerships:

- Corporate Sponsorship: Partnering with local businesses or corporations can provide additional financial support,

significant impact on community well-being.

2. Goal Setting and Objectives:

- BES has established clear and achievable goals and objectives aligned with the identified community needs. These goals should be specific, measurable, attainable, relevant, and time-bound (SMART), ensuring clarity and focus in the community plan.

3. Targeted Funding Opportunities Research:

- BES, in collaboration with Patrylak Energy Advisors (PEA), has researched and identified grant funding opportunities that align with the community plan's goals and objectives. This research ensures that funding sources support initiatives related to community development, infrastructure improvement, social services, economic development, and environmental sustainability.

4. Partnership Development:

- BES has cultivated partnerships with local government agencies, nonprofit organizations, businesses, educational institutions, and other stakeholders. These partnerships enhance collaborative efforts, strengthen grant applications, and leverage resources and expertise for effective implementation.

5. Grant Writing and Application:

- BES will develop well-written grant proposals tailored to meet the specific requirements and priorities of identified funding opportunities. The proposals will clearly articulate the community's needs, proposed strategies, and expected outcomes, increasing the likelihood of securing funding.

6. Budgeting and Financial Planning:

- BES has created a detailed budget that outlines how grant funds will be utilized to implement the community plan effectively. Transparent financial planning ensures accountability and efficient resource allocation.

7. Monitoring and Evaluation:

- BES, with support from PEA, will establish mechanisms for monitoring progress and evaluating the impact of funded initiatives. Key performance indicators (KPIs) will be defined to track outcomes and measure success, enabling data-driven decision-making and continuous improvement.

8. Sustainability Strategies:

- BES plans to incorporate sustainability strategies into the community plan to ensure long-term viability beyond the grant funding period. This includes exploring opportunities for resource leveraging, capacity building, and generating local support for ongoing initiatives.

9. Community Engagement and Communication:

- BES will engage community members

expanding the project budget and enabling broader implementation.

- Industry Expertise: Collaborating with specialized private companies like Patrylak Energy Advisors, Heart Utilities, and Leidos ensures access to industry expertise, enhancing project management, engineering quality, and adherence to standards.

State Government Partnerships:

- Grant Funding: Partnering with Jacksonville Beach and state agencies can unlock additional grant funding opportunities, increasing the financial resources available for community projects.

- Regulatory Support: Engaging with state and local regulatory bodies facilitates project approval processes, ensuring compliance with laws and regulations.

Local Government Partnerships:

- Joint Funding Initiatives: Collaborating with municipalities or counties on joint funding initiatives maximizes resources and amplifies the impact of community projects.

- Infrastructure Coordination: Partnering with local governments on infrastructure development ensures coordination and efficiency in community projects, avoiding duplication of efforts.

Nonprofit Organizations:

- Service Provision: Partnering with nonprofits specializing in social services enhances community support, complementing project efforts and addressing broader community needs.

Anticipated Outcomes:

- Leveraging Financial Resources: Accessing additional financial resources through partnerships expands the project budget, enabling more comprehensive and impactful implementation.

- Access to Material Resources: Partnering with private entities may provide access to discounted or donated materials, reducing costs and improving project efficiency.

- Educational Resources: Collaborating with educational institutions offers training programs and workshops, enhancing the skills and capabilities of community members involved in project implementation.

- Coordination of Multi-jurisdiction Projects: Partnering with governments ensures efficient coordination and collaboration across jurisdictions, streamlining processes and optimizing project outcomes.

- Enhanced Community Engagement: Partnering with nonprofits and stakeholders fosters community engagement, ensuring that projects align with community needs and priorities. By leveraging these partnerships and anticipated outcomes, BES can maximize the impact of its community projects, promote sustainability, and

throughout the planning and implementation process to foster ownership and participation. Regular communication about project progress, feedback solicitation, and celebration of achievements will enhance community buy-in and support.

10. Adaptation and Continuous Improvement:

- BES remains flexible and responsive to changing community needs and circumstances. The community plan will undergo continuous review and refinement based on lessons learned, emerging trends, and new opportunities for funding and collaboration.

By incorporating these elements into the community plan, BES aims to maximize the impact of grant funding, strengthen community resilience, and foster sustainable development that benefits residents and stakeholders in the service area. Regular evaluation and adaptation ensure that the plan remains effective and responsive to evolving community needs over time.

create lasting benefits for residents and stakeholders in the service area. The comprehensive approach to collaboration ensures that the project is well-supported, resource-efficient, and responsive to community needs.

Created By Robert Patrylak, 4/24/2024, 5:14 PM

Last Modified By Paige Lay, 6/5/2026, 2:32 PM

Notes & Attachments

Project Area #2

Type **File**
Last Modified **Robert Patrylak**
Description
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Contractor (Heart Utilities) Portion

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Beaches Energy Services Portion

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2024.04.23 Storm Hardening Project Budget Sheet 2

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2024.04.23 Storm Hardening Project Budget Sheet 1

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Storm Hardening Concept Paper

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2024.04.24 FDEM Application Responses from Beaches Energy Services

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Agreement Number: D2887

Project Number: GD010-001

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Jacksonville Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	596000343
Federal Award Identification Number (FAIN):	IJA 40101d / GD0000010
Federal Award Date:	08/25/2025
Subaward Period of Performance Start and End Date:	07/01/2026 – 04/30/2032
Amount of Federal Funds Obligated by this Agreement:	\$1,600,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$1,600,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$1,600,000.00
Federal award project description (see FFATA):	Beaches Energy Services Engineering - Storm Hardening
Name of Federal awarding agency:	Department of Energy – Grid Deployment Office
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Paige Lay (850)591-9933
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	81.254
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and ***City of Jacksonville Beach d/b/a Beaches Energy Services Engineering***, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Keisha Bryant - Grant Manager Bureau of Response Florida Division of Emergency Management 2489 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Telephone: 850-559-6230 Email: Keisha.Bryant@em.myflorida.com

The Division's Alternate Program/Grant Manager for this Agreement is:

Paige Lay - Infrastructure Program Manager Bureau of Response Florida Division of Emergency Management 2489 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Telephone: 850-591-9933 Email: Paige.Lay@em.myflorida.com
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- i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Don Cuevas
City of Jacksonville/Beaches Energy Services Engineering
11 North 3rd Street
Jacksonville Beach, FL 32250
Telephone: (904) 270-1686
Email: dcuevas@beachesenergy.com

- ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on upon execution by both parties and shall end on **April 30, 2032**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,600,000.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671
Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are

completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
 - ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Recordkeeping
 - v. Attachment D – Justification of Advance Payment
 - vi. Attachment E – Warranties and Representations
 - vii. Attachment F – Certification Regarding Debarment
 - viii. Attachment G – Statement of Assurances
 - ix. Attachment H – Mandatory Contract Provisions
 - x. Attachment I – Certification Regarding Lobbying
 - xi. Attachment J – Florida Accountability Contract Tracking System
 - xii. Attachment K – Foreign Country of Concern Affidavit

(20)PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

I. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

m. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the DOE may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251-1387), and will report violations to DOE and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Jacksonville Beach, Florida

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **U.S. Department of Energy (DOE), Grid Deployment Office (GDO)**

Catalog of Federal Domestic Assistance title and number: **81.254**

Award amount: **\$1,600,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

1. **Administrative & Cost Principles:** 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended and supplemented by the Department of Energy at 2 C.F.R. Part 910.
2. **Labor Standards:** The Davis-Bacon Act (40 U.S.C. § 3141-3148) and implementing Department of Labor regulations at 29 C.F.R. Part 5.
3. **Domestic Sourcing:** The Build America, Buy America Act (BABA), Pub. L. No. 117-58, § 70901-52, and Office of Management and Budget (OMB) Memorandum M-24-02.
4. **Environmental Review:** The National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. § 4321 et seq.) and standard DOE environmental review criteria.

ELIGIBLE GRID HARDENING AND RESILIENCE MEASURES:

Pursuant to Section 40101(d) of the BIL, the Sub-Recipient shall use these subaward funds to execute projects that reduce the likelihood and consequences of disruptive events on the electrical grid, including:

1. Weatherization technologies and equipment.
2. Fire-resistant technologies and fire prevention systems.
3. Monitoring and control technologies (including SCADA, distribution automation, and smart grid sensors).
4. The undergrounding of electrical equipment and power lines.
5. Utility pole management and structural reinforcement.
6. The relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors.
7. Vegetation and fuel-load management.
8. The use or construction of distributed energy resources (DERs) for enhancing system adaptive capacity during disruptive events, limited to:
 - o Microgrids; and
 - o Battery-storage subcomponents.
9. Adaptive protection technologies.
10. Advanced modeling technologies.
11. Hardening of power lines, facilities, substations, or other electrical systems.
12. The replacement of old overhead conductors and underground cables.
13. Training, recruitment, retention, and reskilling of the skilled utility workforce to perform the resilience measures listed above.

EXPLICITLY PROHIBITED ACTIVITIES (STATUTORY RESTRICTIONS):

Subaward funds provided under this Agreement **shall not** be used directly or indirectly for:

1. Construction of a **new electric generating facility**.
2. Construction of a **large-scale battery-storage facility** that is not specifically used for enhancing system adaptive capacity during disruptive events (e.g., commercial market arbitrage installations).
3. **Cybersecurity** (standalone cybersecurity software, systems, or equipment purchases are ineligible; however, physical grid projects must conform to applicable cybersecurity standards).
4. Acquisition of **land or easements** (physical purchase of real property or rights-of-way is prohibited; improvements to real property for hardening are permitted).

Attachment A
Budget and Scope of Work

I. PROPOSED BUDGET:

BUDGET INFORMATION – PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID FORMULA GRANT			
<i>NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.</i>			
COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	<u>\$373,320.00</u>		<u>\$373,320.00</u>
2. Heart Utilities	<u>\$1,331,283.50</u>		<u>\$1,331,283.50</u>
3. Materials	<u>\$498,424.12</u>		<u>\$498,424.12</u>
4. Labor/Construction	<u>\$217,392.38</u>		<u>\$217,400.39</u>
5. Equipment	<u>\$29,580.00</u>		<u>\$29,580.00</u>
6.. Miscellaneous			
7. TOTAL PROJECT COSTS			<u>\$2,450,000.00</u>
<u>FEDERAL FUNDING</u>			
8. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 7c Multiply X 34.69 % Enter the resulting Federal share.		\$1,600,000.00	

II. BACKGROUND

The objective of this Grant is to strengthen the electric grid's resilience against disruptive events, as defined in BIL section 40101(a)(1). These events occur when grid operations are disrupted, shut off preventively, or cannot operate safely due to extreme weather, wildfires, or natural disasters. To meet this objective, Department of Energy (DOE) funding may be applied to a wide range of resilience measures, including weatherization, fire resistant systems, monitoring and control technologies, undergrounding of equipment, utility pole and vegetation management, advanced conductors, distributed energy resources such as microgrids and storage, adaptive protection, advanced modeling, system hardening, and conductor or cable replacement. Funding may also support the training and development of a qualified workforce to carry out these resilience activities.

The Grant prohibits recipients from using funds for certain activities, including constructing new electric generating facilities, developing large scale battery storage not tied to adaptive capacity during disruptive events, and funding cybersecurity-specific projects. Instead, States and Indian tribes must distribute grant funds through subawards to eligible entities such as grid operators, storage operators, generators, transmission and distribution providers, fuel suppliers, and other

entities approved by the Secretary of Energy. The subrecipient is intended to support the implementation of eligible resilience measures aligned with the objectives of Section 40101(d). Efforts supported under this Grant will influence broader strategies for grid resilience, reliability, and modernization across related federal programs and BIL sections. Grant efforts should also align with State Energy Security Plans developed under Section 40108 and follow applicable cybersecurity standards and best practices, such as NERC CIP and the NIST Cybersecurity Framework, even though cybersecurity investments themselves are not funded under this section.

III. SCOPE OF WORK

- A. Funds have been awarded to the Recipient for the conversion of overhead electrical distribution to underground distribution as part of Beaches Energy Services' resilience strategy for northeast Florida. This initiative addresses frequent storm-related disruptions, reduces outages, improves system reliability, and accelerates recovery after severe weather events. Ten vulnerable areas have been identified for undergrounding, representing an estimated \$20 million investment. The project is supported by coordinated partners—Heart Utilities of Jacksonville, Leidos Engineering, and Patrylak Energy Advisors—whose combined expertise strengthens feasibility, mobilization, and long-term community benefits including reduced maintenance costs, improved safety, and enhanced economic stability.
- B. Reimbursable costs include direct project costs, allowable indirect costs, technical assistance and administrative expenses, resilience-related construction and improvements, equipment and supplies, labor compliant with Davis-Bacon Act wage rules, real property improvements supporting grid resilience, NEPA-authorized activities, program income used for eligible activities, and DOE-approved construction signage. Non-reimbursable costs include land acquisition, conference expenses, pre-NEPA costs, telecommunications and video surveillance equipment, costs tied to foreign government-sponsored talent programs, duplicative federal funding, non-compliant iron/steel or construction materials without a waiver, Davis-Bacon noncompliance, and costs incurred before required DOE approvals.
- C. The Recipient shall initiate the project upon confirmation of funding availability, establish project controls, and prepare all administrative and technical structures necessary to begin engineering, design, and construction activities.
- D. The Recipient shall ensure completion of all engineering and design work, including site assessments, design specifications, construction drawings, and technical documentation required to support undergrounding activities and subsequent construction phases.
- E. The Recipient shall oversee construction activities, including facility preparation, trenching, conduit installation, cable pulling, and all underground infrastructure work required to transition identified areas from overhead to underground distribution.
- F. The Recipient shall coordinate the transition from aerial to underground electrical systems, including splicing, testing, energization, and operational commissioning to ensure full functionality and compliance with applicable standards.
- G. The Recipient shall complete all closeout activities, including submission of final reports, financial documentation, as-built drawings, certifications, and any required DOE or state compliance materials to formally conclude the project.

IV. TASK PRODUCTS

- A. The Recipient shall submit a complete procurement documentation package, including all advertisements, evaluation materials, conflict-of-interest forms, and selection justification, demonstrating compliance with 2 CFR 200.318. In addition, provide applicable wage determination documents in accordance with the Davis-Bacon Act Requirements.

- B. The Recipient shall submit all required equipment documentation, including inventory logs, usage and condition records, disposition requests, and the Equipment Management and Disposition Plan, in accordance with federal property standards.
- C. The Recipient shall submit documentation confirming project initiation, including the Notice-to-Proceed, project initiation report, baseline schedule, and evidence of established project controls.
- D. The Recipient shall submit final engineering deliverables, including stamped plans, design specifications, engineering reports, and a signed certification confirming design completion by the engineering consultant.
- E. The Recipient shall submit construction documentation, including before-and-after photos, construction logs, inspection reports, as-built drawings, and a contractor-signed construction completion statement.
- F. The Recipient shall submit documentation verifying completion of the system transition, including photos of removed aerial infrastructure, updated GIS maps, a transition verification report, and a notarized final completion statement.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases, the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include Quarterly Performance and Metrics Reports and a Compliance Audit File.

- A. Quarterly Performance and Metrics Report which includes a consolidated report containing performance updates, required grid resilience metrics, cost expenditure status, progress toward community benefit outcomes, and any changes relevant to DOE tracking (jobs, stakeholder engagement, storage capacity installed, etc.).
- B. Compliance Audit File (Annual or Closeout) which includes a formal written statement summarizing compliance verification for each subaward, including Davis-Bacon certified payroll review results, Buy America certification records, NEPA compliance status, program income documentation (if applicable), and confirmation of adherence to required federal statutes and DOE terms.

VI. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Withhold further funding; or,
- 4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

- A. By July 1, 2027, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- B. By August 1, 2026, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

- C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through F, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- D. By April 30, 2032, the Recipient shall provide a copy of the Certificate of Final Completion or an Electrical Installation Certificate (EIC) upon completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Grid Resilience Formula Grant Program are generally governed by the following statutes and regulations:

- Section 40101(d) of the Infrastructure Investment and Jobs Act (IIJA) / Bipartisan Infrastructure Law (BIL), codified at 42 U.S.C. § 18711(d), and Grid Deployment Office (GDO) Administrative and Legal Requirements Document (ALRD) DE-FOA-0002736 (as amended through Amendment 000009).
- U.S. Department of Energy (DOE) Assistance Agreement DE-GD0000010 (as amended through Modification 0006).
- 2 C.F.R. Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted and modified by the U.S. Department of Energy at 2 C.F.R. Part 910 (Department of Energy Federal Assistance Regulations).
- Federal Acquisition Regulation (FAR) Part 31.2 — Contracts with Commercial Organizations (governing cost principles for any for-profit subrecipients or subcontractors).
- The Cash Management Improvement Act of 1990 (CMIA), codified at 31 U.S.C. § 6503 and implemented at 31 C.F.R. Part 205 (governing rules for the transfer and interest management of advanced federal cash allocations).
- Section 215.971, Florida Statutes — Mandatory contractual provisions for agreements funded with federal or state assistance.
- Section 215.97, Florida Statutes — The Florida Single Audit Act.

In addition to the above statutes and regulations, the Subrecipient must comply with the following:

1. **Project Performance:** The Subrecipient shall fully perform the approved grid resilience project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with the approved scope of work, estimate of costs, allocation of funds, and terms and conditions of this Agreement. The Subrecipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Subrecipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement and shall provide any appropriate maintenance and security for the project.
2. **Consistency with Local Plans:** Any development permit issued by, or development activity undertaken by, the Subrecipient and any land use permitted by or engaged in by the Subrecipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Subrecipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Fish and Wildlife Conservation Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Subrecipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications, and standards.
3. **Engineering Supervision:** The Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to the Division or the Department of Energy (DOE) as may be required.
4. **Labor Standards (Davis-Bacon Act):** The Subrecipient shall ensure that all laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects

funded directly by or assisted in whole or in part by and through funding under this Agreement are paid prevailing wages weekly in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and implementing Department of Labor regulations at 29 C.F.R. Part 5. Certified weekly payrolls must be submitted electronically via the LCPTracker software unless an official electronic submission waiver is granted in writing by the DOE Contracting Officer prior to the start of construction.

5. **Domestic Sourcing (Build America, Buy America Act):** The Subrecipient shall ensure that all iron, steel, manufactured products, and construction materials permanently incorporated into the public infrastructure project are produced in the United States in accordance with the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52), 2 C.F.R. Part 184, and OMB Memorandum M-24-02. The Subrecipient must collect and maintain Certifications of Compliance (including mill test reports and manufacturer declarations) from all suppliers, manufacturers, and subcontractors at all tiers.
6. **National Security & Foreign Talent Programs:** The Subrecipient shall ensure that no project personnel, Principal Investigators, or subcontractors are active members of any Foreign Government-Sponsored Talent Recruitment Program of a designated country of risk (China, Russia, Iran, North Korea). The Subrecipient must disclose any foreign connections, foreign business entities, or changes in board members or ownership to the Division in writing within fifteen (15) days.
7. **Eligible Entity Prioritization:** In executing subgrants, the Subrecipient shall prioritize projects that generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of power outages and grid failures caused by extreme weather, wildfires, or natural disasters, pursuant to BIL § 40101(d)(5).
8. **Small Utilities Set-Aside:** The Subrecipient shall ensure that, of the amounts made available under this program, the percentage made available to eligible entities that sell not more than 4,000,000 megawatt hours of electricity per year is not less than the percentage of all customers in the State of Florida served by those smaller entities (calculated at approximately 11.9% pursuant to BIL § 40101(d)(6)).
9. **Workforce Standards:** The Subrecipient shall implement high labor standards, including plans for attracting, training, and retaining an appropriately skilled and credentialed workforce, supporting registered apprenticeships, and facilitating the free and fair choice of workers to organize and collectively bargain.

The Subrecipient assures that it will comply with the following statutes and regulations to the extent applicable:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)
- Executive Order 11246, "Equal Employment Opportunity" (41 C.F.R. Part 60)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)
- Title IX of the Education Amendments Act of 1972 (20 U.S.C. § 1681 et seq.)
- The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)
- Subtitle A, Title II of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12131 et seq.)
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (42 U.S.C. § 4541 et seq.)
- Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) (42 U.S.C. § 3601 et seq.)
- The National Environmental Policy Act (NEPA) of 1969 (42 U.S.C. § 4321 et seq.)
- Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108)
- The Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1544)
- The Clean Air Act (42 U.S.C. § 7401 et seq.)
- The Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 et seq.)

- The Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271-1287)
- The Coastal Barrier Resources Act of 1977 (16 U.S.C. §§ 3501-3510)
- The Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451-1464)
- The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et seq.)
- Executive Order 13690 (Establishing a Federal Flood Risk Management Standard)
- The Build America, Buy America Act (BABA) (Pub. L. No. 117-58, §§ 70901-70952)
- Section 1352, Title 31, United States Code (Byrd Anti-Lobbying Amendment)
- The Hatch Act (5 U.S.C. § 7323)
- Federal Whistleblower Protections (41 U.S.C. § 4712)
- The Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145)
- The Contract Work Hours and Safety Standards Act (40 C.F.R. Part 5; 40 U.S.C. §§ 3701-3708)
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4638)
- Energy Policy and Conservation Act (42 U.S.C. §§ 6201-6422)
- Chapter 119, Florida Statutes (Florida Public Records Law)
- Section 286.011, Florida Statutes (Florida Government in the Sunshine Law)
- Chapter 215, Florida Statutes (Financial Matters: General Provisions)
- Section 112.061, Florida Statutes (Per Diem and Travel Expenses)
- Section 216.181(16), Florida Statutes (Cash Advanced or Prepaid Agreements)
- Section 287.138, Florida Statutes (Prohibitions on Contracts with Foreign Countries of Concern)
- Section 255.0993, Florida Statutes (Requirements for Domestic Iron and Steel)
- Section 287.135, Florida Statutes (Scrutinized Companies Lists)
- Section 287.057, Florida Statutes (Competitive Procurement Solicitations)
- Section 287.133, Florida Statutes (Public Entity Crimes; Convicted/Discriminatory Vendor Lists)
- Section 768.28, Florida Statutes (Sovereign Immunity and Tort Liability)
- Chapter 473, Florida Statutes (Florida Public Accountancy Regulations)
- Section 448.095, Florida Statutes (Mandatory Employment Verification / E-Verify)

Attachment C

Recordkeeping

The Subrecipient shall establish, maintain, and safeguard comprehensive financial, administrative, and technical records in a manner that ensures transparent auditing and tracking of all Bipartisan Infrastructure Law (BIL) project expenditures, in compliance with the following provisions:

- **General Record Retention:** In compliance with Chapter 119, Florida Statutes (Florida Public Records Law), and 2 C.F.R. § 200.334, the Subrecipient shall retain all records, financial statements, papers, or other documents pertinent to this subaward, including documentation of all program, administrative, and workforce costs, for a period of five (5) years from the date of submission of the final expenditure report.
- **Davis-Bacon Act (DBA) Payroll Records:** Pursuant to 29 C.F.R. § 5.5, the Subrecipient and all subcontractors must preserve all certified weekly payroll records (Form WH-347 or equivalent), basic payroll registries, and employee classification logs for a period of three (3) years after the completion of the construction, alteration, or repair work. These records must contain each employee's full name, address, correct job classification, hourly rates of wages paid, daily and weekly hours worked, deductions made, and actual wages paid.
- **Build America, Buy America Act (BABA) Sourcing Records:** The Subrecipient must maintain written Certifications of Compliance (including Mill Test Reports for iron and steel, and manufacturer declarations for manufactured products and construction materials) for all permanently incorporated materials. These certifications must flow up from all suppliers, manufacturers, and subcontractors, and must be made available to the Division, the U.S. DOE, or the Office of Inspector General (OIG) immediately upon request.
- **Incurred Costs Segregation:** In accordance with the GDO Special Terms and Conditions, the Subrecipient must maintain separate accounting ledger codes for Bipartisan Infrastructure Law (BIL) funds. BIL funds must be segregated and tracked independently of any other federal, state, or private funding streams, even if used on the same physical infrastructure project.
- **Safeguarding Protected Personally Identifiable Information (PII):** In accordance with 2 C.F.R. § 200.303, the Subrecipient shall implement robust physical, administrative, and electronic safeguards to protect Personally Identifiable Information. The Subrecipient must not submit any Protected PII in its reimbursement requests, quarterly progress reports, or general correspondence to the Division or the Department of Energy (DOE). Protected PII includes, but is not limited to: Social Security Numbers in any form; places or dates of birth associated with individuals; biometric records (fingerprints, iris scans, DNA); financial information (credit/debit card numbers, banking details); and medical or criminal history records.
- **Subcontractor Flow-Down:** The Subrecipient shall ensure that all subcontracts, purchase orders, and lower-tier agreements contain provisions requiring subcontractors to adhere to the recordkeeping and retention standards set forth in this Attachment C.

**Attachment D
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Jacksonville Beach, Florida

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment E Warranties and Representations

The Subrecipient warrants, represents, and covenants the following to the Division and the U.S. Department of Energy (DOE) Grid Deployment Office (GDO):

- **Financial Management System:** The Subrecipient warrants that its financial management systems comply fully with 2 C.F.R. § 200.302, allowing for the precise tracking, segregation, and reporting of Bipartisan Infrastructure Law (BIL) funds separate from other funding streams.
- **Procurement Standards:** Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. Part 200, Subpart D (Procurement Standards, 2 C.F.R. §§ 200.317 through 200.327).
- **Written Standards of Conduct:** The Subrecipient warrants that it maintains written standards of conduct covering conflicts of interest and governing the actions of its employees and organization engaged in the selection, award, and administration of contracts (complying with 2 C.F.R. § 200.318(c)(1)-(2)).
- **Business Hours:** The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM, Monday through Friday, as applicable.
- **Licensing and Permitting:** All subcontractors or employees hired by the Subrecipient to execute projects under this subaward shall possess all active state licenses, credentials, and municipal permits required for all of the particular work for which they are hired by the Subrecipient.
- **Debarment and Suspension Status:** The Subrecipient certifies that neither it, its principals, nor its key contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- **Prohibition on Foreign Talent Recruitment Programs:** The Subrecipient represents that no employee, principal investigator, senior/key personnel, or contractor performing work funded under this subaward is currently participating in, or has contracted obligations to, any Foreign Government-Sponsored Talent Recruitment Program of a designated Foreign Country of Risk (Iran, North Korea, Russia, and China). The Subrecipient warrants that it shall exercise ongoing due diligence and notify the Division in writing within five (5) business days upon learning that any project participant is or is believed to be participating in such a program.
- **Disclosure of Foreign Connections:** The Subrecipient warrants that it shall notify the Division in writing within fifteen (15) business days of learning of any current or pending joint venture, subsidiary, capital investment, change in ownership structure, or technology licensing arrangement involving an entity or individual associated with a designated Foreign Country of Risk.
- **Foreign National Participation:** The Subrecipient represents that it will obtain prior written approval from the Division and the DOE Contracting Officer before permitting any foreign national from a designated Foreign Country of Risk or a State Sponsor of Terrorism to participate in a Principal Investigator (PI) or senior/key personnel role under this subaward.
- **Utility Equipment and Telemetry Security:** The Subrecipient warrants that it shall disclose to the Division and obtain prior written approval for any companies or personnel from a Foreign Country of Risk that will have physical or remote access to any part of the utility equipment, source code, or remote telemetry systems used on the project after delivery.
- **Performance of Work in the United States:** The Subrecipient warrants that at least 100% of the direct labor costs for this project (including all subcontractor labor) shall be incurred in the United States, unless a written Foreign Work Waiver is officially approved by the DOE Contracting Officer.
- **Prohibited Telecommunications Sourcing:** The Subrecipient represents that no project funds (federal or matching share) shall be expended to procure, extend, or obtain telecommunications

or video surveillance equipment or services produced by Huawei, ZTE, Hytera, Hikvision, or Dahua (or any subsidiary/affiliate thereof) as a substantial or essential component of any system.

- **Conflict of Interest Disclosures:** The Subrecipient warrants that it is in full compliance with the DOE Interim Conflict of Interest (COI) Policy for Financial Assistance, ensuring all Investigators have completed significant financial disclosures, and shall immediately disclose any potential or actual conflict of interest to the Division.

Attachment F

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____	____ ____ _____
By: _____	Sub-Recipient's Name
Signature _____	____ ____ _____
_____	DEM Contract Number
Name and Title _____	____ ____ _____
_____	DOE Project Number
Street Address _____	

City, State, Zip _____	

Date _____	

Attachment G
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subrecipient certifies, warrants, and assures that:

- **Legal Authority:** It possesses the legal and corporate authority to enter into this Agreement, and its governing body has authorized the execution and acceptance of this subaward, including all understandings and assurances contained herein, and has directed and authorized its chief administrative officer or designee to act in connection with this Agreement and to provide such additional information as may be required.
- **Conflict of Interest Protection:** It will establish safeguards to prohibit employees, board members, or officers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, pursuant to Sections 112.313 and 112.3135, Florida Statutes, and in compliance with the DOE Interim Conflict of Interest (COI) Policy.
- **Federal Labor Standards (Davis-Bacon Act):** It will comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and implementing Department of Labor regulations at 29 C.F.R. Part 5. It will ensure that all laborers and mechanics employed by the Subrecipient, its contractors, or subcontractors on construction, alteration, or repair work exceeding \$2,000 are paid prevailing wages weekly. It will ensure that certified weekly payroll records are submitted electronically via the LCPTracker platform.
- **Work Hours and Safety Standards:** It will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), ensuring that mechanics and laborers are paid overtime wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek, and that no worker is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- **Domestic Procurement Preferences (BABA):** It will comply with the Build America, Buy America Act (Subtitle IX of the BIL, Pub. L. No. 117-58, §§ 70901-52), ensuring all iron, steel, manufactured products, and construction materials permanently incorporated into the public infrastructure project are produced in the United States, maintaining supplier Certifications of Compliance on file.
- **Environmental Review (NEPA):** It will assist the Division and the Department of Energy (DOE) in ensuring project compliance with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.). The Subrecipient shall submit an Environmental Questionnaire (NETL Form 451.1-1/3) for each project site and shall not commence any ground-disturbing activities, physical construction, or equipment installations until the Division provides written NEPA clearance and/or a Categorical Exclusion (CX) designation from the DOE Contracting Officer.
- **National Historic Preservation (Section 106):** It will comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), Executive Order 11593, and 36 C.F.R. Part 800. It will avoid or mitigate adverse effects on properties listed in or eligible for the National Register of Historic Places, and will immediately stop construction in the vicinity of any archaeological discovery or unanticipated historic impact and notify the Division and the State Historic Preservation Office (SHPO).
- **Flood Plain Management (Executive Order 13690):** It will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et seq.) and GDO flood risk management policies in accordance with Executive Order 13690. For project sites located within a Special Flood Hazard Area (SFHA), the Subrecipient must include a executed acknowledgement of floodplain mitigation conditions with its closeout request.
- **Nondiscrimination Assurances:** It will comply with all federal civil rights and nondiscrimination laws, including: Title VI of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, color, or national origin); Title IX of the Education Amendments of 1972 (prohibiting

discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination on the basis of disability); and the Age Discrimination Act of 1975 (prohibiting discrimination on the basis of age).

- **Political and Lobbying Restrictions:** It will comply with the Hatch Act (5 U.S.C. § 7323), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, and the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), ensuring that no federal appropriated funds are used to influence legislative or executive branch decisions.
- **Lobbying Prohibitions (State Law):** In accordance with Section 216.347, Florida Statutes, the Subrecipient certifies that no funds or other resources received under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- **Public Entity Crimes:** It certifies compliance with Section 287.133, Florida Statutes, assuring that neither it nor its principals or affiliates are on the convicted vendor list or the discriminatory vendor list, and that it will not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on such lists.
- **E-Verify System Compliance:** In accordance with Section 448.095, Florida Statutes, the Subrecipient warrants and represents that it and its subcontractors are registered with and use the E-Verify system to verify the work authorization status of all newly hired employees, and acknowledges that failure to comply will lead to unilateral termination of this Agreement.
- **Nondisclosure and Confidentiality:** It certifies that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting waste, fraud, or abuse to a designated federal or state representative.
- **Clean Air and Water Acts:** It agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387), for any contracts exceeding \$150,000, and will report any violations to the Division and the Environmental Protection Agency (EPA).

Attachment H

Mandatory Contract Provisions

The Subrecipient must flow down the following provisions to any subcontract, purchase order, or lower-tier agreement funded in whole or in part by this Agreement. The Subrecipient remains solely responsible for ensuring that all procurement contracts meet the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II:

- **Administrative, Contractual, and Legal Remedies:** For all subcontracts exceeding the simplified acquisition threshold, the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for such sanctions and penalties as appropriate.
- **Termination for Cause and Convenience:** All subcontracts in excess of \$10,000 must address termination for cause and for convenience by the Subrecipient, including the manner by which it will be affected and the basis for settlement.
- **Equal Employment Opportunity:** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. Part 60.
- **Davis-Bacon Act (DBA) Labor Standards:** All prime utility construction, alteration, or repair subcontracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor (obtained via sam.gov). Wages must be paid not less than once a week. The Subrecipient must place a copy of the current prevailing wage determination in each solicitation, and weekly certified payrolls must be submitted electronically via the LCPTracker platform.
- **Copeland "Anti-Kickback" Act:** All subcontracts subject to Davis-Bacon Act requirements must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subrecipient must report all suspected or reported violations to the Division and the Department of Energy (DOE).
- **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by the Subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702, each contractor must compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient and subcontractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- **Clean Air Act and Federal Water Pollution Control Act:** Subcontracts and subgrants of amounts in excess of \$150,000 must contain a provision requiring the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Division, the U.S. DOE, and the Regional Office of the Environmental Protection Agency (EPA).
- **Debarment and Suspension Status:** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Byrd Anti-Lobbying Amendment Required Certification:** Contractors that apply or bid for an award of \$100,000 or more must file the required certification under 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- **Procurement of Recovered Materials:** The Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of EPA-designated items.
- **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** In accordance with 2 C.F.R. § 200.216, the subcontractor shall not obligate or expend project funds (federal or matching share) to procure, obtain, extend, or renew a contract for equipment, services, or systems that use covered telecommunications equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary/affiliate thereof) as a substantial or essential component of any system.
- **Domestic Preference for Procurements and Build America, Buy America Act (BABA):** In accordance with 2 C.F.R. § 200.322 and the Build America, Buy America Act (Subtitle IX of BIL), the subcontractor must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including iron, steel, manufactured products, and construction materials). All iron and steel used must undergo all manufacturing processes, from the initial melting stage through the application of coatings, in the United States. All manufactured products must be manufactured in the U.S., and the cost of domestic components must exceed 55% of the total component cost. All construction materials must be fully manufactured in the United States. Contractors must maintain written Certifications of Compliance from all suppliers and vendors.
- **Uniform Commercial Code (UCC) Financing Statements:** If the subcontractor is a for-profit entity and purchases any piece of equipment with an acquisition cost of \$5,000 or more, and the federal share of the prime award exceeds \$1,000,000, the subcontractor must record a UCC financing statement (UCC-1/UCC-3) with the Secretary of State where the equipment is

physically located before being reimbursed. The filing must note the federal government's conditional title and undivided reversionary interest in the equipment pursuant to 2 C.F.R. § 910.360.

- **OFCCP Mega Construction Project Program:** For utility construction subcontracts valued at \$35 Million or more and lasting more than one (1) year, the contractor and its subcontractors shall participate in the Department of Labor's Mega Construction Project Program (under Executive Order 11246) as a condition of receiving funds under this award.
- **Whistleblower Protections:** The subcontractor shall comply with the Federal statutory requirement that an employee of a contractor or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, or an abuse of authority (41 U.S.C. § 4712).

Attachment I

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment J

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

Attachment K

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"¹ from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."² Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"³ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

¹ As defined in Section 287.138 (1)(d), Florida Statutes.

² As defined in Section 287.138 (1)(c), Florida Statutes.

³ As defined in Section 287.138 (1)(a), Florida Statutes.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	July 20, 2026
SUBJECT:	Ordinance No. 2026-8238 Amending Section 12-33(3) Hours of operation, signage and noise [Second Reading]

BACKGROUND

Mobile food vendors have requested an exemption to the prohibition of overnight parking should certain criteria be met. Accordingly, at the April 27, 2026, Council Briefing, the City Council reviewed an email from Council Member Horn proposing certain language be added to Sec. 12-33, subparagraph (3) relating to vehicles selling repacked foods remaining overnight for a limited period.

It was the consensus of the Council to have the City Attorney revise the language proposed by Council Member Horn to remove the residency/business location limitation and focus on vehicles selling only prepackaged foods with all required support equipment located in the unit and to bring the Ordinance to the Council for formal consideration.

Ordinance No. 2026-8238 was approved by the City Council with no amendments at its first reading on June 15, 2026.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2026-8238 on the second reading amending Chapter 12 Streets, Food and Food Products, Section 12-33(3) Hours of operation, signage and noise, to provide an exemption for overnight parking for mobile food dispensing vehicles

ATTACHMENTS

1. Business Impact Estimate 2026-8238
2. Ordinance No. 2026-8238



BUSINESS IMPACT ESTIMATE STATEMENT

Ordinance Number and Title:

Ordinance No. 2026-8238

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 12 - STREETS, FOOD AND FOOD PRODUCTS, SECTION 12-33(3) - HOURS OF OPERATION, SIGNAGE AND NOISE, TO PROVIDE AN EXEMPTION FOR OVERNIGHT PARKING FOR MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

1. Summary of the Proposed Ordinance:

This Ordinance provides an exemption to Sec. 12-33 (3) d. to allow overnight parking of mobile food dispensing vehicles who sell only prepackaged food and have all necessary support equipment located in the unit, provided the submit a letter from the property owner of the mobile food vendor's location allowing the vendor to remain on the owner's private property overnight. This exemption is limited to six overnights and permission from the private property owner must be updated annually.

2. Estimate of the Direct Economic Impact of the Proposed Ordinance:

This Ordinance will not require businesses to incur any direct costs, nor will any new charges or fees be assessed for which businesses will be financially responsible. This Ordinance may decrease costs for a mobile food dispensing vehicle business.

3. Good Faith Estimate of the Number of Businesses Likely to be Impacted by the Proposed Ordinance:

Two.

4. Additional Information the City of Jacksonville Beach Has Determined May be Useful (If Any):

N/A.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2026-8238

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 12 - STREETS, FOOD AND FOOD PRODUCTS, SECTION 12-33(3) - HOURS OF OPERATION, SIGNAGE AND NOISE, TO PROVIDE AN EXEMPTION FOR OVERNIGHT PARKING FOR MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, mobile food vendors have requested an exemption to the prohibition of overnight parking should certain criteria be met; and

WHEREAS, the City Council hereby finds that this ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS. The above recitals are ratified, correct, and made part of this ordinance.

SECTION 2. CHAPTER 12, SECTION 12-33, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED AS FOLLOWS¹:

Sec. 12-33. - Mobile food dispensing vehicles.

(3) *Hours of operation, signage and noise.*

- a. The mobile food vendor or designee must be present at all times during operation of the mobile food dispensing vehicle. Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food dispensing vehicle is located within one hundred fifty (150) feet of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m.

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

- b. One (1) freestanding sandwich board or A-frame type sign is permitted on private property for each mobile food dispensing vehicle. The total size of the sign may not exceed forty-two (42) inches in height or thirty-six (36) inches in width.
- c. No audio amplification is authorized as part of a mobile food dispensing vehicle operation.
- d. The mobile food dispensing vehicle, signage and any associated outdoor seating must be removed from its approved locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk.
- e. An exemption to the requirement that the mobile food dispensing vehicle must be removed from its approved location during impermissible hours of operation is granted to mobile food vendors who sell only prepackaged food and have all necessary support equipment located in the unit, provided they submit a letter from the property owner of the mobile food vendor's business location allowing the mobile food dispensing vehicle to remain on the owner's private property overnight. This exemption shall be limited to six (6) overnights, after which time the mobile food dispensing vehicle must be removed for a minimum of one (1) overnight. The mobile food vendor shall be responsible for updating the letter from the property owner once annually.

SECTION 3. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney