



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, August 17, 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. Regular City Council Meeting held on July 20, 2026
- B. City Council Workshop held on July 27, 2026
- C. Budget Showcase held on July 31, 2026
- D. Budget Workshop held on August 3, 2026
- E. Budget Workshop held on August 4, 2026

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the Month of July 2026
- B. Adopt Resolution No. 2217-2026 amending the Procurement Manual
- C. Authorize the Mayor to attend Leadership Florida and for the City to fund one-half of the tuition cost
- D.
 - 1. Approve the First Amendment to and First One-year Extension of the Agreement for 34.5kV Group-Operated Air Break Switches with Stuart C. Irby Company; and
 - 2. Authorize the City Manager to approve any subsequent price increases and extensions through the maximum contract term

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A.
 - Approve/Disapprove a Lease with E-Z-GO for Seventy-Two Golf Carts, Seventy-Two GPS units, One Utility Vehicle, and One Range Picker contingent upon approval of the resolutions authorizing the negotiation, execution, and delivery of each Lease Agreement

RESOLUTIONS

- A. 1. Adopt/Deny Resolution No. 2222-2026 authorizing the negotiation, execution, and delivery of Lease No. 20000053909 dated August 5, 2026, for 72 2027 E-Z-Go RXV ELiTE Golf Cars between City of Jacksonville Beach and The Huntington National Bank;
2. Adopt/Deny Resolution No. 2223-2026 authorizing the negotiation, execution, and delivery of Lease No. 20000053910 dated August 5, 2026, for 72 PACE 10EX GPS Units between City of Jacksonville Beach and The Huntington National Bank; and
3. Adopt/Deny Resolution No. 2224-2026 authorizing the negotiation, execution, and delivery of Lease No. 20000053911 dated August 5, 2026, for one 2027 Cushman 800X Gas and one 2027 Cushman Hauler Pro ELiTE between City of Jacksonville Beach and The Huntington National Bank

ORDINANCES

- A. Adopt/Deny Ordinance No. 2026-8239 on the second reading amending Ch. 20, Sec. 20-15 "Paws Dog Park," of the Code of Ordinances, to add a new subsection (c) authorizing the denial, suspension, or revocation of membership for certain persons investigated for or convicted of animal cruelty or related offenses

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.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Sutton 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	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Public Works Dennis Barron, Beaches Energy Electrical Engineer Nick Johnson, 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 June 1, 2026

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

- Minutes for the Council Briefing held on June 8, 2026

A discussion ensued about Mr. Wouters' request to have Council approve appointees to director level positions.

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

- Minutes for the Regular City Council Meeting held on June 15, 2026
- Minutes for the Special Council Briefing held on July 6, 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:

City Manager Mike Staffopoulos introduced Planning and Development Director Jay Dickson. He noted Mr. Dickson's more than 25 years of experience across the private sector, municipal government, and county government, and his American Institute of Certified Planners (AICP) certification.

Council Member Golding welcomed Mr. Dickson and thanked the Jacksonville Beach Police Department for its work over the July 4th weekend. She thanked Chief Smith, Commander Bingham, Commander Crumley, Commander Shaughnessy, and Sergeant Tator for participating in the Beaches Watch police panel. She reported the Jacksonville Beach Police Department's

forthcoming e-bike safety campaign. She announced a budget tour on Friday, July 31, 2026, and budget workshops on August 3, August 4, and August 10, 2026, and encouraged residents to attend. She noted the election would be held August 18, 2026, with early voting beginning August 7, 2026.

Council Member Horn confirmed the start time of the August 3, 2026 budget workshop.

Council Member Janson reported the City received an \$850,000 federal appropriation for roadway improvements around the Baptist Beaches hospital and thanked Congressman Rutherford's office. He noted the City requested \$1 million and remained responsible for the remaining \$150,000. He added a companion request for a water tank satisfied a portion of the City's Senate Bill 64 obligations.

Council Member Wagner announced the Back-to-School Pack the Backpack event on August 1, 2026, from 1:30 P.M. to 4:00 P.M. at the Carver Center, a partnership between Jacksonville Beach BEAM and Ocean City Church. He noted the significant community need and encouraged early attendance.

Mayor Hoffman announced Oceanside Rotary's backpack packing and supply drive the preceding day and requested donations of headphones for students. She recognized the opening of Alder and Oak, a new restaurant in the downtown Central Business District. She previewed the World's Biggest Beach Bike Ride on August 14, 2026, noting a goal of approximately 1,000 riders and e-bikes were permitted.

COURTESY OF THE FLOOR TO VISITORS:

- Christopher Lind, 2701 Mayport Road, Jacksonville, spoke about local surf camps.
- Richard McDill, 602 11th Street North, Jacksonville Beach, spoke about South Atlantic Lifesaving Association event.

A discussion ensued about the South Atlantic Lifesaving Association event.

CONSENT AGENDA:

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

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

Item 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

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

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**
- 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.**

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. 2526-06 to PBM Constructors for Liftstation #13 Rehabilitation and Site Upgrades for an amount not to exceed \$563,500.

Discussion: A discussion ensued about location.

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

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to award an Agreement with Four Waters Engineering for Contract Administration for an amount not to exceed \$34,454.

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

Discussion: None.

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

The motion passed unanimously.

- Item 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**

Beaches Energy Electrical Engineer Nick Johnson introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to accept a Department of Energy Grant of \$1.6 Million to Perform Storm Hardening between 2nd Ave. N. and 12th Ave. N. in Jacksonville Beach.

Discussion: A discussion ensued about impact to the Penman Road project, grant funding, percentage of undergrounding upon completion, overhead utilities, flooding, and electric bills.

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 the Mayor and City Manager to execute the Grant Agreement with the State of Florida Department of Emergency Management.

Discussion: None.

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

The motion passed unanimously.

CITY CLERK: None.

CITY MANAGER/NEW BUSINESS: None.

RESOLUTIONS: None.

ORDINANCES:

Item 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

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 second 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 adopt 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.

City Attorney David Migut noted there were no updates since first reading.

Discussion: None.

Roll Call Vote: Ayes – Wouters, Golding, Horn, Janson, Sutton, Wagner, 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 6:37 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of City Council Workshop
held Monday, July 27, 2026 – 9:00 A.M. – 4:00 P.M.
in the Council Chambers 11 North 3rd Street
Jacksonville Beach, FL**



The City Council Workshop began at 9:00 A.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, City Attorney David Migut, Deputy City Manager Karen Nelson, Director of Public Works Dennis Barron, Director of Human Resources Kimberlee Bennett, Chief Financial Officer Ashlie Gossett, Chief Information Officer Joel Taylor, Director of Planning and Development Jay Dickson, Director of Parks and Recreation Jason Phitides, Director of Beaches Energy Services Allen Putnam, Chief of Police Gene Paul Smith, Police Commander Eric Shaugnessy, Police Commander Tommy Crumley, Police Commander Thom Bingham, Fire Marshal Steve Sciotto, Community Redevelopment Agency Coordinator Taylor Mobbs, City Engineer Kayle Moore, Electrical Engineer Don Cuevas, Chief of Parks Maintenance and Development Trevor Hughes, Communications Specialist Jess Arseneau, Senior Planner Christian Popoli, Deputy City Clerk Jodilynn Byrd, Assistant to the City Manager Lauren Loria, and City Clerk Molly Alleger.

The workshop facilitators were Jeff Hendry, Director, Liane Giroux, Jenny Anderson, and Dena Hurst from the Florida Institute of Government (FIG).

Purpose of Workshop

- Improving communication and understanding
- Building trust and improving professional relationships (for the betterment of the community)
- Strengthening collaboration and shared problem-solving

Summary

FIG Director Jeff Hendry explained the objectives and expectations for the workshop.

Council and staff identified key challenges and opportunities within the following topic discussions:

- Personal Leadership: Build trust and personal understanding
- Expectations Mapping: Clarify assumptions and expectations
- Communication Styles and Assessment: Understanding difference without assigning blame
- The Difficult Conversation Challenge
- Five Behaviors of an Effective City Council: Focus on common goals
- Team Charter Development

Mr. Hendry stated the Council could continue to discuss the Charter and shared pledge.

Mayor Hoffman thanked the FIG team and staff for attending the workshop, as well as the Council for working together and continuing to be engaged.

Mr. Staffopoulos also thanked the FIG team. He stated he will put the Charter in front of the Council at an upcoming Council Briefing for discussion. Mr. Staffopoulos thanked the rest of staff for attending the workshop.

The Workshop adjourned at 3:59pm.

Submitted by: Molly Alleger
City Clerk

Approved:

Christine Hoffman, Mayor

Date: _____

**Minutes of Fiscal Year 2027 Council Budget Showcase
held Friday, July 31, 2026 at 2:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



City Manager Mike Staffopoulos called the Budget Showcase to order at 2:00 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

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

Budget Overview:

City Manager Mike Staffopoulos reviewed the following topics in the Financial Condition Report presentation for the FY2027 Budget:

- Budget Highlights
- Taxable Property Values
- Capital Investments
- Budgeting Issues and Uncertainties
- City Pension
- Insurance
- Other Areas of Concern
- Utilities
- Utilities- Areas of Concern
- City Actions
- General Fund
- Millage Rate
- Property Tax Dollars
- Redevelopment Districts
- Financial Condition Summary

The budget overview presentation ended at 2:25 P.M. and Mr. Staffopoulos invited attendees to Latham Plaza for a Police Department equipment demonstration and then the bus tour of City projects and initiatives.

Budget Showcase Tour of City Projects/ Initiatives

The following staff spoke on the tour: City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, City Clerk Molly Alleger, Director of Public Works Dennis Barron, Public Works Supervisor Ryan Nelson, Public Works Distributions and Collections Crew Supervisor Nick Thomas, Plant Operations Manager Ryan Deeney, Community Redevelopment Agency Coordinator Taylor Mobbs, Chief of Parks Maintenance and Development Trevor Hughes, Chief Information Officer Joel Taylor, Director of Beaches Energy Services Allen Putnam, Electric Engineer Nick Johnson, Relay/ Substation Supervisor Scott Miller, Property and Procurement Officer Luis Flores, Public Safety Communications Manager Erin Citrullo, Police Sergeant Brian Wallace, Police Commander Thom Bingham, Police Commander Tommy Crumley.

City projects and initiatives discussed during the tour included:

- LRAD sound system demonstration
- Lifesaving Station Improvement Project
- 4th Street South Improvement Project
- Archive Building and Records Management Project
- Water Plant Electrical Service Improvements, water meters, and chlorine conversion project
- Dumpster Enclosure Mural Program
- Downtown Project 13th Avenue South to 16th Avenue South
- Fountain View Park Improvements
- Central Basin Stormwater Improvements
- Information Services Projects
- Tall Pines Park Improvements
- Penman Road Electrical Transformer, Circuit Breaks, Future Substation Projects
- Penman Road Landscaping and Utility Improvements
- Completed Meter Shop Buildout Project
- Completed Procurement and Information Services Buildout
- Police Department Communications Console Replacement and Body Cameras
- Completed Golf Course Netting

The showcase adjourned at 4:45 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

Minutes of Fiscal Year 2027 Budget Workshop
Monday, August 3, 2026 – 4:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL



City Manager Mike Staffopoulos called the Budget Workshop to order at 4:00 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, Communications Manager Jacob Board, City Attorney David Migut, City Clerk Molly Alleger, Fire Marshal Steve Sciotto, Director of Human Resources Kimberlee Bennett, Human Resources Administrator Duston Scott and Chief Information Officer Joel Taylor.

Executive & Legislative

City Manager Mike Staffopoulos and the Division Managers reviewed performance measures from FY2026 and goals for FY2027. Divisions included:

City Manager
Communications
City Attorney
City Clerk
Fire Marshal

Various staff answered questions from the Council.

Human Resources

Director of Human Resources Kimberlee Bennett reviewed the department's performance measures for FY2026. Ms. Bennett highlighted the department's accomplishments, performance measures, budget concerns, and goals for FY2027.

Human Resources Administrator Duston Scott spoke about pension administration, recent accomplishments, performance measures, and potential budget concerns relating to the pension plans.

Ms. Bennett and Mr. Scott answered questions from the Council.

Finance

Chief Financial Officer Ashlie Gossett reviewed the divisions of the Finance Department and briefly explained their roles. Ms. Gossett highlighted the department's accomplishments and performance measures including receiving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

Ms. Gossett answered questions from the Council.

Information Services

Chief Information Officer Joel Taylor reviewed the divisions of the Information Services Department and briefly explained their roles. Mr. Taylor highlighted the department's recent accomplishments, performance measures, and goals for FY2027.

Mr. Taylor answered questions from the Council

The workshop adjourned at 5:31 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date

**Minutes of Fiscal Year 2027 Budget Workshop
Tuesday, August 4, 2026 – 5:30 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



City Manager Mike Staffopoulos called the Budget Workshop to order at 5:30 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Police Chief Gene Paul Smith, Chief Financial Officer Ashlie Gossett, Director of Beaches Energy Services Allen Putnam, Director of Parks and Recreation Jason Phitides, and Chief of Parks Development and Maintenance Trevor Hughes.

Police Department

Police Chief Gene Paul Smith summarized the department's FY2026 accomplishments and outlined objectives and goals for FY2027. Chief Smith noted the department's Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) reaccreditation and the department's achievement of full staffing. Chief Financial Officer Ashlie Gossett answered questions from Council and reported that Downtown Cape Program funding through the CRA ends in 2047, and staff is monitoring downtown TIF revenue to determine whether it can support the program beyond 2047. She stated the Police Department's surplus assets are auctioned to generate revenue for future investments. While Chief Smith answered questions from the Council, he stated the upcoming challenge is balancing the current level of service with existing budget constraints.

Beaches Energy Services

Director of Beaches Energy Services (BES) Allen Putnam reviewed FY2027 goals. He noted BES's participation in the Reliable Public Power Provider program and its first-ever 100% score. Mr. Putnam highlighted efforts to maintain electric rates below the state average and the department's 12-year record of less than 60 minutes of annual outage time per customer. He also discussed progress on the Substation Renewal and Upgrade Program and the ten-year Capital Operations and Maintenance Plan, which have led to improvements at several substations. Additionally, he noted the coming outage dashboard and improvements in system reliability credited to the transition to underground utilities and answered questions from the Council. He referenced challenges in retaining apprentice lineman positions.

Parks and Recreation

Director of Parks and Recreation Jason Phitides reviewed FY2026 accomplishments, including completion of the Parks Assessment Study, which guided recent improvements and established a maintenance schedule. Mr. Phitides highlighted the City's 38th year as a Tree City, ongoing tree inventory efforts, collaboration with the City of Jacksonville Tree Commission to expand the tree canopy, and recent divisional accomplishments. Chief of Parks Development and Maintenance Trevor Hughes and Mr. Phitides addressed beachfront restroom service levels, rising membership at Paws Park, the success of this year's Country Fest, finalized and upcoming Carver Center improvements, noted golf course closures and answered questions from the Council.

The workshop adjourned at 7:29 P.M.

Submitted by: Monica McDaniel
Operations Support Specialist

Approved:

Christine H. Hoffman, MAYOR

Date



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	August 17, 2026
SUBJECT:	Monthly Financial Reports for the Month of July 2026

BACKGROUND

Attached are the monthly financial reports for July 2026 as prepared by the Finance Department. These reports represent 10 months of activity, or 83.3% 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 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 July 2026

ATTACHMENTS

1. 2026-07 July Financials



SUMMARY BUDGET REPORT

July 31, 2026

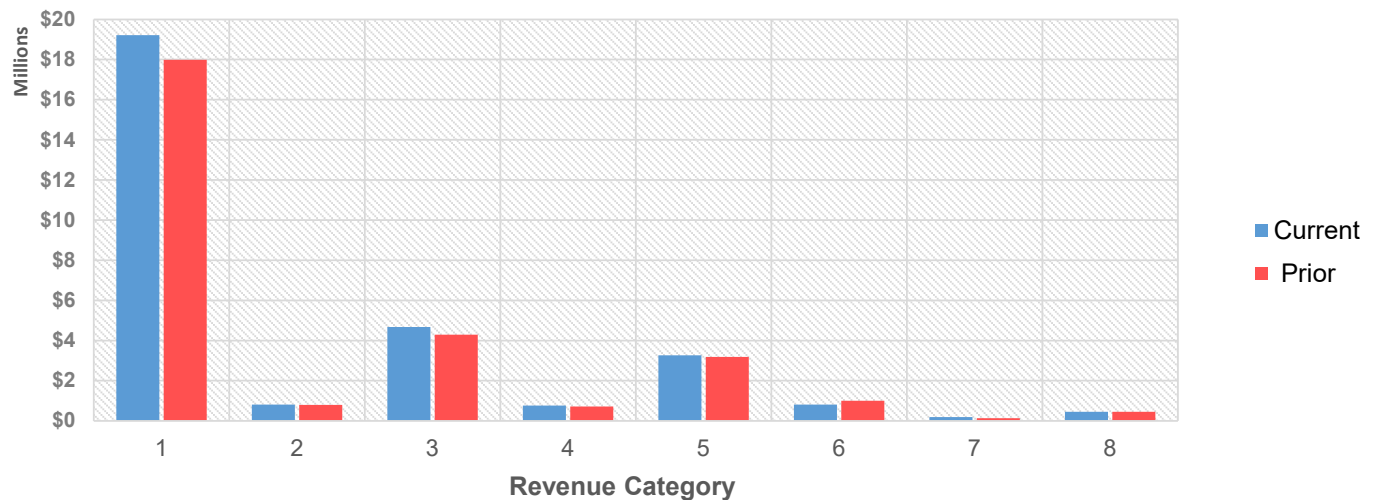
83.3% of Year Elapsed

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	19,218,798	92.5%	17,987,825	92.2%	0.3%	1,230,973
2 Licenses & Permits	804,404	86.2%	787,096	96.0%	-9.7%	17,308
3 Intergovernmental Revenue	4,674,971	84.5%	4,293,204	83.3%	1.3%	381,767
4 Charges for Services	761,721	92.8%	712,640	101.8%	-9.0%	49,081
5 Enterprise Contributions	3,263,363	83.3%	3,180,910	83.3%	0.0%	82,453
6 Miscellaneous Revenue	808,473	145.4%	997,470	241.8%	-96.4%	(188,996)
7 Fines & Forfeitures	182,301	75.7%	129,771	59.5%	16.2%	52,531
8 Interfund Transfers	445,396	86.7%	449,138	87.4%	-0.7%	(3,743)
Total Revenues	\$30,159,428	90.6%	\$28,538,053	91.6%	-1.0%	\$1,621,374

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 negative percent and positive dollar variance in Licenses & Permits reflects increases in the annual budget estimates larger than actual revenues received to date.
- 4 The negative percent and positive dollar variance in Charges for Services reflects increases in the annual budget estimates larger than actual revenues received to date.
- 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

July 31, 2026

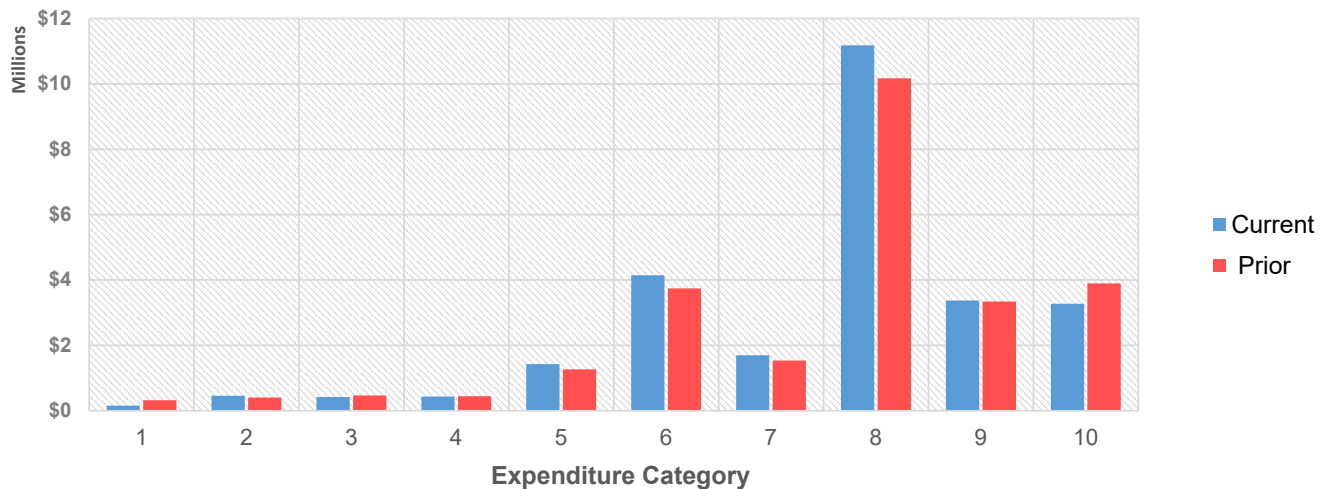
83.3% of Year Elapsed

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	157,209	74.8%	322,927	86.8%	-12.0%	(165,718)
2 City Attorney	458,317	67.8%	406,946	64.3%	3.5%	51,370
3 City Clerk	421,050	66.8%	467,210	80.4%	-13.7%	(46,160)
4 Building Maintenance	432,296	77.1%	444,989	83.3%	-6.2%	(12,693)
5 Planning and Development	1,425,725	77.4%	1,265,778	76.0%	1.4%	159,947
6 Parks and Recreation	4,145,363	80.1%	3,739,708	80.2%	0.0%	405,655
7 Public Works	1,698,860	75.7%	1,533,680	73.8%	1.9%	165,180
8 Police	11,181,179	80.1%	10,170,308	80.3%	-0.2%	1,010,871
9 Fire Services	3,371,557	84.5%	3,339,208	84.8%	-0.3%	32,349
10 Non-Departmental	3,271,945	75.3%	3,893,401	76.6%	-1.3%	(621,457)
Total Expenditures	26,563,500	79.0%	25,584,155	79.4%	-0.4%	\$979,344

Current Year vs. Prior Year



Discussion

Total General Fund Expenditures are behind current year estimates and in line with 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

July 31, 2026

83.3% 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	72,573,063	81.8%	74,872,781	80.0%	1.9%	(2,299,718)
411 Natural Gas	1,716,127	74.0%	1,672,799	72.9%	1.0%	43,328
420 Water & Sewer	19,569,183	102.3%	17,574,248	87.1%	15.2%	1,994,935
423 Stormwater	1,339,459	34.0%	1,403,911	49.8%	-15.8%	(64,452)
430 Sanitation	6,962,458	88.1%	6,702,133	85.7%	2.4%	260,324
440 Golf Course	3,125,408	87.7%	3,077,830	90.4%	-2.7%	47,578
Total Revenues	\$105,285,698	83.9%	\$105,303,702	80.9%	3.0%	(\$18,003)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are in line with 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 and are expected to continue through the end of the fiscal year.

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

July 31, 2026

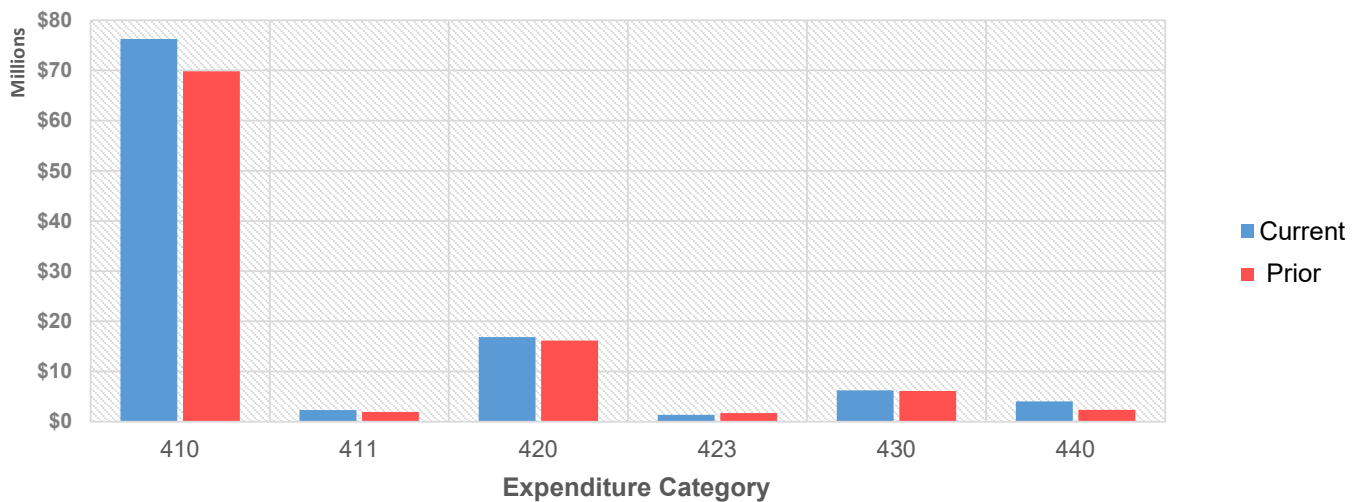
83.3% of Year Elapsed

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	76,274,265	71.3%	69,827,452	65.5%	5.7%	6,446,813
411 Natural Gas	2,326,193	63.7%	1,924,145	74.6%	-10.9%	402,048
420 Water & Sewer	16,863,617	37.6%	16,145,931	36.8%	0.8%	717,686
423 Stormwater	1,356,240	13.4%	1,689,768	30.6%	-17.2%	(333,528)
430 Sanitation	6,242,298	74.9%	6,114,332	73.2%	1.7%	127,966
440 Golf Course	4,019,091	85.4%	2,327,292	67.1%	18.3%	1,691,799
Total Expenditures	\$107,081,704	59.9%	\$98,028,919	57.5%	2.4%	\$9,052,784

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.
- 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

July 31, 2026

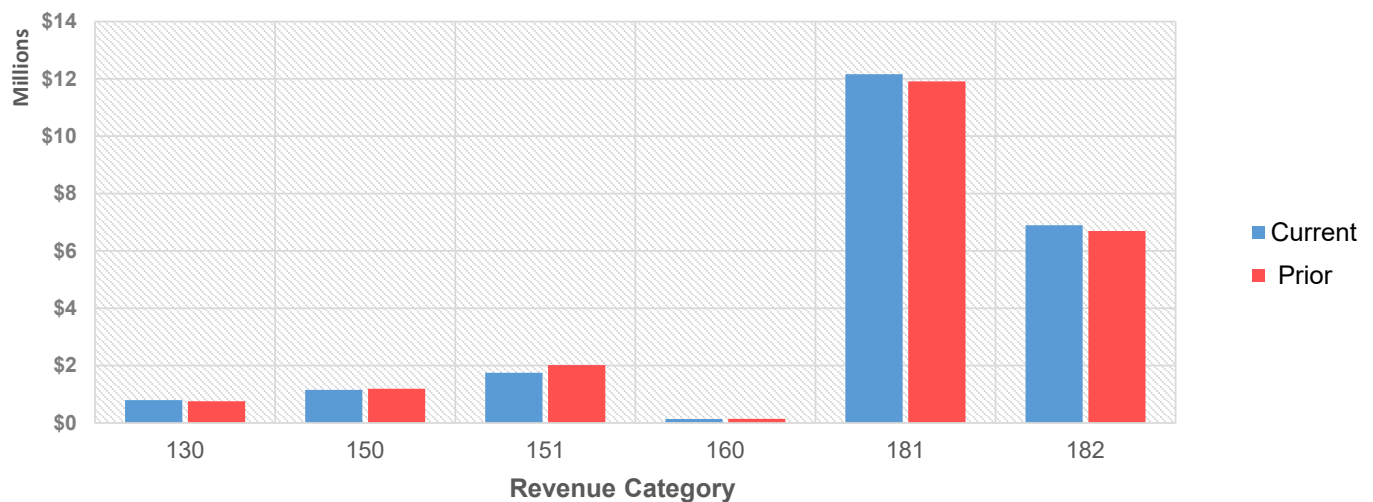
83.3% of Year Elapsed

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	794,767	107.8%	757,072	94.0%	13.8%	37,695
150 Local Option Gas Tax	1,148,946	82.6%	1,191,512	85.2%	-2.6%	(42,566)
151 Infrastructure Surtax	1,745,514	81.5%	2,017,821	96.0%	-14.6%	(272,307)
160 Community Dev Blk Grant	135,396	96.1%	139,138	98.0%	-1.9%	(3,743)
181 Downtown Increment Fund	12,160,583	104.7%	11,909,222	108.2%	-3.5%	251,360
182 Southend Increment Fund	6,896,129	192.7%	6,690,988	203.4%	-10.8%	205,141
Total Revenues	\$22,881,333	116.7%	\$22,705,753	121.2%	-4.4%	\$175,580

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

July 31, 2026

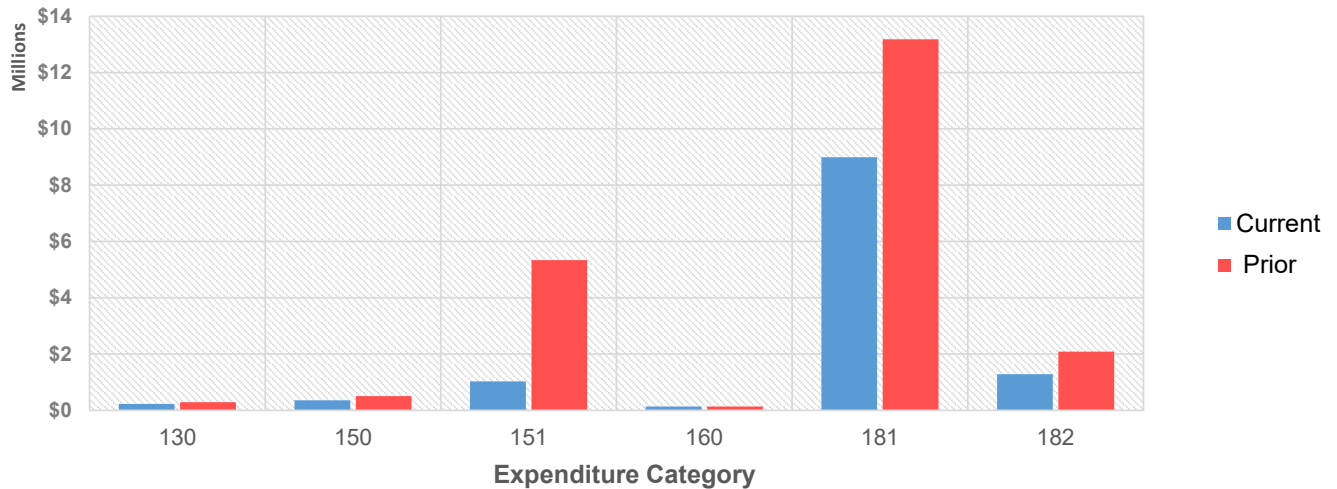
83.3% of Year Elapsed

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	228,803	30.8%	289,633	32.6%	-1.8%	(60,830)
150 Local Option Gas Tax	359,236	25.0%	506,122	40.6%	-15.6%	(146,886)
151 Infrastructure Surtax	1,028,550	10.1%	5,335,833	31.9%	-21.8%	(4,307,283)
160 Community Dev Blk Grant	135,396	95.3%	139,138	98.0%	-2.6%	(3,743)
181 Downtown Increment Fund	8,993,762	42.2%	13,177,109	38.4%	3.8%	(4,183,347)
182 Southend Increment Fund	1,284,326	11.3%	2,085,342	34.2%	-22.9%	(801,016)
Total Expenditures	\$12,030,073	26.6%	\$21,533,178	36.3%	-9.6%	(\$9,503,104)

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget and behind 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 improvement projects undertaken in the prior year.

150 The decrease in Local Option Gas Tax expenditures reflects the timing of sidewalk improvement 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

July 31, 2026

83.3% 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	27,727,628	30,159,428	2,431,799	33,634,921	28,013,742	26,563,500	1,450,243
130 Convention Development Tax	737,000	613,830	794,767	180,936	743,088	618,900	228,803	390,097
150 Local Option Gas Tax	1,390,338	1,157,980	1,148,946	(9,035)	1,436,286	1,196,249	359,236	837,013
151 Infrastructure Surtax	2,142,243	1,784,224	1,745,514	(38,710)	10,146,225	8,450,555	1,028,550	7,422,005
160 Community Dev. Blk. Grant	140,855	117,315	135,396	18,081	142,000	118,268	135,396	(17,127)
181 Downtown Increment Fund	11,609,411	9,669,208	12,160,583	2,491,375	21,332,952	17,767,719	8,993,762	8,773,957
182 Southend Increment Fund	3,578,842	2,980,734	6,896,129	3,915,395	11,360,939	9,462,261	1,284,326	8,177,935
410 Electric Utility	88,699,687	73,875,904	72,573,063	(1,302,840)	107,038,850	89,150,165	76,274,265	12,875,900
411 Natural Gas Utility	2,319,343	1,931,727	1,716,127	(215,600)	3,652,607	3,042,171	2,326,193	715,979
420 Water & Sewer Utility	19,126,825	15,930,287	19,569,183	3,638,896	44,836,483	37,343,263	16,863,617	20,479,645
423 Storm Water Management	3,942,823	3,283,885	1,339,459	(1,944,427)	10,124,380	8,432,360	1,356,240	7,076,120
430 Sanitation Fund	7,898,505	6,578,481	6,962,458	383,977	8,335,670	6,942,585	6,242,298	700,287
440 Golf Course Fund	3,563,656	2,968,086	3,125,408	157,322	4,705,709	3,919,276	4,019,091	(99,815)
460 Leased Facilities Fund	842,436	701,645	716,257	14,611	1,042,115	867,953	865,089	2,864
500 Internal Service Funds	22,264,123	18,543,270	18,634,210	90,941	22,363,078	18,625,687	17,942,494	683,193
Total:	\$201,547,483	\$167,864,205	\$177,676,926	9,812,721	\$280,895,303	\$233,951,157	\$164,482,860	\$69,468,297

Fund	Net Income/ (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	3,595,928	3,882,042
130 Convention Development Tax	565,963	571,033
150 Local Option Gas Tax	789,710	827,979
151 Infrastructure Surtax	716,964	7,383,295
160 Community Dev. Blk. Grant	-	954
181 Downtown Increment Fund	3,166,820	11,265,331
182 Southend Increment Fund	5,611,802	12,093,330
410 Electric Utility	(3,701,201)	11,573,060
411 Natural Gas Utility	(610,066)	500,379
420 Water & Sewer Utility	2,705,566	24,118,542
423 Storm Water Management	(16,781)	5,131,693
430 Sanitation Fund	720,160	1,084,264
440 Golf Course Fund	(893,683)	57,507
460 Leased Facilities Fund	(148,832)	17,476
500 Internal Service Funds	691,717	774,134
Total:	\$13,194,067	\$79,281,018

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

July 31, 2026

Type of Investment	10/1/2025 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	7/31/2026 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	52,930,891	1,176,054	323,310	(596,648)	(104,937)	797,779	0	53,728,670	0.29%
Galliard Capital Management	61,188,900	2,130,188	161,145	(855,751)	(96,556)	1,339,026	-	62,527,927	0.49%
Garcia Hamilton & Associates	61,082,122	1,732,628	334,217	(1,190,767)	(118,985)	757,093	0	61,839,216	0.27%
State Pooled Investment Fund	37,628,473	1,249,567	-	-	-	1,249,567	(0)	38,878,040	0.46%
Florida Trust	38,999,300	1,265,942	-	-	-	1,265,942	0	40,265,242	0.47%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	14,422,171	395,075	-	-	-	395,075	-	14,817,247	0.15%
Operating Cash: Bank of America	14,863,341	426,985	-	-	(164,638)	262,346	(7,668,235)	7,457,452	0.06%
Petty Cash / Change Funds	4,325	-	-	-	-	-	-	4,325	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	281,119,525	8,376,438	818,673	(2,643,166)	(485,116)	6,066,829	(7,668,235)	279,518,119	2.19%
Pension: Salem Mutual Fund	96,563,357	4,684,525	2,007,156	3,308,218	-	9,999,899	1,134	106,564,391	7.47%
Pension: Sawgrass Asset Mgt	36,436,763	1,313,437	91,004	(1,203,178)	(97,907)	103,356	(0)	36,540,119	0.07%
Pension: Wells Capital	19	1,115	-	-	(0)	1,115	(1,134)	0	0.00%
Pension: JPMCB - Strategic Property Fund	4,963,013	-	-	(407,257)	-	(407,257)	-	4,555,756	-0.25%
TOTAL PENSION INVESTMENTS	137,963,153	5,999,077	2,098,160	1,697,783	(97,907)	9,697,114	(0)	147,660,267	7.03%
TOTAL CASH AND INVESTMENTS	\$419,082,678	\$14,375,516	\$2,916,833	(\$945,383)	(\$583,023)	\$15,763,943	(\$7,668,235)	\$427,178,385	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	August 17, 2026
SUBJECT:	Resolution No. 2217-2026 Amending the Procurement Manual

BACKGROUND

At the March 9, 2026, briefing, it was the consensus of Council to add a statement to the Procurement Manual that affirms the City's commitment to use local vendors whenever feasible. Additionally, since the Manual's adoption in December 2025, a few omissions and typos have been noted. The following changes are being made in the amended Manual for adoption via Resolution No. 2217-2026:

Section(s)	Change(s)
1.02	Adds statement encouraging the use of local vendors when feasible
2.02,C9 & D8 13.02,A 15 Glossary	Adds reference to an electronic procurement system as the City is in the process of implementing OpenGov software to automate procurement solicitations.
4.03,E2 14.01	Corrects terminology from bid/bidder to response/respondent
4.06,E	Removes typos
4.06,F	Adds reference to purchases made specifically for resale in the Golf Course Pro-Shop

FINANCIAL IMPACT

None.



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

REQUESTED ACTION

Adopt Resolution No. 2217-2026 amending the Procurement Manual

ATTACHMENTS

1. Resolution No. 2217-2026
2. 2217-2026 Attachment A - Procurement Manual

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2217-2026

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ITS PROCUREMENT MANUAL; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, on December 15, 2025, the City of Jacksonville Beach ("City") adopted a Procurement Manual to assist employees who are assigned Purchasing and Procurement duties that sets forth the City's Purchasing and Procurement Policies and serves as a framework for all departments; and

WHEREAS, at a Briefing held on March 9, 2026, it was the consensus of Council to add a statement to the Manual that affirms the City's commitment to do business with local vendors whenever feasible; and

WHEARAS, amendments to the Procurement Manual are necessary to implement the local preference statement and to make other minor corrections.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. ADOPTION OF PROCUREMENT MANUAL. The City of Jacksonville Beach, Florida hereby adopts the amended Procurement Manual attached hereto as Attachment A.

SECTION 3. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. Resolution No. 2202-2025 is hereby repealed in its entirety, and all other prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon its adoption.

AUTHENTICATED this ____ day of _____, 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney

THE CITY OF JACKSONVILLE BEACH PROCUREMENT MANUAL

Resolution Number: ~~2202-2025~~2217-2026

Adopted ~~December 15, 2025~~August 17, 2026



11 North Third Street
Jacksonville Beach, Florida
www.jacksonvillebeach.org



Vision Statement:

A vibrant coastal community that embraces “the beach life.”

Mission Statement:

Responsive government focused on safety, service, and sustainability

The City’s **EPIC Team** of employees fulfills our mission through personal and organizational commitment to the following Core Values:

Empowerment. Enabling employees to achieve work-life balance and professional growth and success

Pride. A small coastal city dedicated to displaying a big heart through our commitment to the community

Integrity. We hold ourselves, individual and collectively, accountable to our community and our organization

Communication. Open and honest dialogue with our community and throughout our organization

Teamwork. Working together with our community to achieve common organizational goals

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CHAPTER 1. POLICY OVERVIEW

1.01 PURPOSE

The purpose of the Procurement Manual is to ensure that public funds are spent responsibly to acquire high quality goods and services at fair, competitive prices while maintaining public trust. This manual provides uniform purchasing guidelines for all City departments, safeguards the integrity of the procurement process, and ensures fair and equitable treatment for all participants. The Manual outlines the rules, documentation, and approvals required for City purchases. It is not intended to provide the Procurement Division's internal procedures. However, it is intended to provide sufficient guidance to enable City departments, other governmental entities, and the vendor community to:

1. Be fully aware of, and comply with City purchasing policies, and
2. Effectively participate in the City's purchasing process

1.02 SCOPE

The manual applies to all City Departments, Employees, and Boards. This Manual replaces all previous purchasing manuals. Any purchasing issues that may arise that are not covered in this manual will be addressed by the Property and Procurement Officer, considering all applicable federal and Florida State Statutes, laws, rules and regulations, the City Charter, City Code of Ordinances (the "City Code"), and administrative policies and procedures. The City encourages the use of local vendors when feasible and in the best interest of the City, provided such preference does not conflict with applicable laws, competitive requirements, or the City's obligation to obtain best value.

1.03 GOVERNANCE

Any change to this Manual requires the approval of the City Council.

1.04 MANAGEMENT RIGHTS

The Property and Procurement Division retains the sole authority to exercise all managerial functions, and to develop the City's procurement procedures, in accordance with applicable laws and regulations.

1.05 STANDARDS OF CONDUCT

City employees engaged in the procurement process are required to maintain complete independence and impartiality in dealing with vendors, both in fact and in appearance, to preserve the integrity of the competitive process and to ensure there is public confidence that contracts are awarded equitably and economically.

Chapter 112.313, Florida Statutes as applicable and amended, provide standards of conduct for public officers, employees of agencies, and local government attorneys. The City requires strict adherence to the standards of conduct, including and not limited to:

- Solicitation or acceptance of gifts
- Doing business with one's agency
- Unauthorized compensation
- Misuse of public position
- Conflicting employment or contractual relationship

Chapter 838, Florida Statutes as applicable and amended, provide standards for public servants against bribery and misuse of public office. The City requires strict adherence to the standards of conduct, including and not limited to:

- Bribery
- Unlawful compensation or reward for official behavior
- Official misconduct
- Commercial bribe receiving
- Commercial bribery offering
- Bid tampering

1.06 ETHICS

City employees shall remain committed to upholding the highest standards of ethical conduct, as defined in the City's Personnel Policies. Ethics are further clarified in this manual for procurement activities. When evaluating whether a particular action is proper or improper, the employee should consider how the public perceives or might perceive the action.

- A. Fair and Equitable Treatment. Decisions and transactions by City employees shall be fair and equitable in all respects. Actions that create any perception that City employees could exert improper influence on behalf of vendors shall be avoided.
- B. Representation. City employees shall not misrepresent business information, themselves (including their level of authority) or the City, to anyone.
- C. Confidential Information. City employees shall not misuse or disclose confidential or proprietary information received from vendors for personal gain or to prejudice fair competition.

1.07 LOBBYING BLACKOUT / CONE OF SILENCE / ANTI-LOBBYING PERIOD

To ensure fair consideration for all proposals and bids, the City strictly prohibits any communication (written or verbal, or through a third party) relative to any solicitation or procurement action, except inquiries directly made to the Property and Procurement Officer. This

prohibition begins upon the issuance of solicitation and concludes at the meeting at which the City Council is presented with the award(s) for approval or a request to provide authorization to negotiate a contract. This period may be referred to as the anti-lobbying period, lobbying blackout, or the cone of silence.

If the City Council does not Approve/Disapprove a submitted item or refers a proposal or bid back to the City Manager or the Property and Procurement Division for further review, the Lobbying Blackout Period shall be reinstated until such time as the City Council meets again to consider the item for action.

For all informal solicitations or quote processes, respondent communication is limited to the Department Purchasing Coordinator, as well as the Property and Procurement Department, and the Property and Procurement Officer.

Any prohibited communications initiated by a bidder, or a third party on behalf of the bidder, shall disqualify the offending bidder from consideration for award of the solicitation. The offending bidder may also be debarred up to three (3) years from doing any business with the City of Jacksonville Beach as per Chapter 13 of this Policy.

1.08 RELATIONS WITH VENDORS AND VENDORS' REPRESENTATIVES

No member of the Property and Procurement staff, employee, board member, official or committee member or any City representative may express a preference for any product or service or provide information on performance or price that could give one vendor an advantage over another. All formal communication with suppliers during a solicitation shall adhere to the anti-lobbying provisions outlined in the Manual.

1.09 UNAUTHORIZED / IMPROPER PURCHASES

City officers and employees are prohibited from making purchases or contracts that violate the provisions of the Procurement Manual. Any purchase order or contract made in violation of the Manual shall be deemed null and void unless ratified by the appropriate awarding authority.

If a violation occurs, the issuing department shall disclose the violation to the Property and Procurement Officer and Chief Financial Officer through a memo or letter signed by the Department Director. The document shall include:

1. A brief explanation of the circumstances leading to the improper purchase; and
2. Corrective action taken or planned to prevent future violations; and
3. Recommendations regarding payment for the improperly purchased goods or services.

The Chief Financial Officer will recommend disciplinary action, up to and including termination to the Human Resources Director and Department Director. Recommendations will depend on the

circumstances, including whether the unauthorized or improper purchase was disclosed voluntarily or involuntarily.

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CHAPTER 2. DUTIES AND RESPONSIBILITIES IN THE PROCUREMENT PROCESS**2.01 OVERVIEW**

All City departments, agencies, boards, committees, and their employees or members have a fiduciary duty to the City and shall place the public's interest before their personal interests (whether direct or indirect) and shall comply with this Manual's procedures and rules during the procurement of goods and services for City use.

The City operates a decentralized purchasing function where each department makes purchases in accordance with the purchasing ordinance and this Manual. The Finance Department serves as the purchasing gateway to assist departments and provide technical expertise in purchasing procedures for overall accounting, budgeting, and internal control while also coordinating purchases that occur by multiple departments insofar as practical.

2.02 ROLES AND RESPONSIBILITIES**A. City Council**

1. Policy. City Council provides overall policy direction related to procurement activities.
2. Contract Award Authority. City Council retains the authority to award all City contracts, whether for commodities, services, or construction, except as otherwise provided in this Manual.
3. Contract Execution. In accordance with the City Charter, the Mayor and the City Manager shall execute all City contracts approved by City Council.
4. Waiver of Procurement Procedures. The City Council may waive formal procurement procedures outlined in this Manual for the procurement of specific goods, materials, equipment, or services if the City Council determines such a waiver to be in the best interest of the City, except when prohibited by law.

B. City Manager

1. Authority to Approve, and Execute Agreements. The City Manager shall have the authority to approve, and execute agreements with a total compensation amount not exceeding \$50,000 and with a maximum term of one year.
2. Extensions and Renewals. The City Manager shall have the authority to approve extensions or renewals of a previously awarded contract provided the monetary obligation for the extension or renewal has been approved by Council.
3. Amendments and Change Orders. The City Manager shall have the authority to approve amendments and change orders provided the monetary obligation does not exceed the original obligation plus approved contingency or \$50,000.

C. Property and Procurement Division

1. Develop procedures to purchase materials, supplies, equipment, software and services required by the City.
2. Collaborate City wide to standardize competitive procurement, where possible.
3. Promote and maintain goodwill between the City and its vendors, suppliers and contractors.
4. Encourage full and open competition wherever possible, assumes fair and equitable business dealings with all vendors and contractors, and provides equal opportunity to quote and compete in public bidding.
5. Ensure purchases are made in compliance with the applicable statutes, rules, regulations and policies.
6. Provide training to City personnel on purchasing policies and procedures.
7. Manage the City storeroom operations, inventory, and process the disposal of City property.
8. Manage the City BID/RFP/RFQ process.
- ~~8-9.~~ Administer and maintain the City's electronic procurement system as the official platform for solicitation activities.

D. City Departments

1. Provide as much notice as possible of upcoming procurement requirements to the Property and Procurement Division.
2. Ensure that a proper purchasing pathway is used for all purchase transactions.
3. Ensure that proper spending approval is received according to purchasing thresholds.
4. Ensure adequate funding sources are in place before making purchases.
5. Inspect and test goods received to ensure the correct quality and quantity before approving payment to vendors.
6. Ensure that goods and services are invoiced accurately and in accordance with the purchase order and/or contract with vendors.
7. Document single source purchases using the City's Single Source Justification Form and attaching any documents from the manufacturer/vendor that confirm/support the proprietary nature of the goods or services. Also include any documents from the Administration that confirm/support City standardization.
- ~~7-8.~~ Utilize the City's electronic procurement system for all solicitation activities.

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CHAPTER 3. VENDOR RELATIONSHIPS

3.01 VENDOR RELATIONS

Clear guidelines for interactions with vendors ensure ethical, efficient, and mutually beneficial relationships.

- A. Vendor Selection. Vendors shall be selected based on their ability to meet the City's needs in terms of quality, price, reliability, compliance with legal and ethical standards, and their alignment with the City's values.
- B. Collaboration. All communications with vendors shall be open, honest, and documented where appropriate. The City shall have the authority to conduct periodic performance reviews with vendors to assess:
 - 1. Quality of goods or services.
 - 2. Adherence to contractual terms.
 - 3. Opportunities for process improvements or innovation.
- C. Ethical Standards. Vendors are prohibited from offering gifts, entertainment, or other favors to employees that could influence business decisions. Vendors are expected to adhere to:
 - 1. Compliance with all Federal, State, and Local laws and regulations.
 - 2. Prohibition of child or forced labor.
 - 3. Non-discrimination in employment practices.
 - 4. Non-collusion.
- D. Compliance and Monitoring. The City always reserves the right to audit vendor performance and compliance with contractual and regulatory obligations. Employees and vendors are encouraged to report any suspected violations of this policy to the Property and Procurement Officer. Reports may be made anonymously. Failure to adhere to this policy may result in corrective actions, including termination of the vendor relationship and potential legal action.

3.02 DISPUTES AND PROTESTS

- A. Right to Audit. Any Right to Audit clause contained within a fully executed contract supersedes this section.

The City always reserves the right to audit a vendor's or contractor's records to ensure compliance with contracts and verify the performance and cost. Audits may be conducted by the City or its representatives during normal business hours with at least five days' written notice.

1. Scope and Methodology. The audit shall cover pricing, quality control, delivery timelines, and regulatory compliance using the industry's best practices and any relevant standards.
2. Access and Documentation. Upon request, the contractor shall provide the City or its authorized representatives with access to all relevant records and documents necessary for the audit. The City always reserves the right to determine what documents are necessary for its audit; however, necessary documents for any audit shall always include, but not be limited to, invoices, contracts, subcontracts, payments, and quality control records.
3. Confidentiality. Both parties agree to maintain the confidentiality of any proprietary, sensitive, or confidential information disclosed during the audit. All audit-related findings and communications shall be treated as confidential, unless otherwise required by law or regulatory authorities.
4. Reporting and Remediation. Following the audit, the City will provide the vendor with a written report detailing the findings of its audit, including any identified discrepancies, non-compliance issues, or areas for improvement, if any. The vendor agrees to promptly address and rectify any deficiencies or discrepancies identified during the audit. In the event of non-compliance, the parties shall work together to develop and implement a corrective action plan.
5. Costs. The City shall bear all costs associated with the audit, including any expenses incurred by the City's representatives during the audit process, pending the outcome of the audit. If a material defect is noted, the costs will be passed to the Vendor.
6. Dispute Resolution. Any disputes arising from the audit findings shall be resolved in accordance with the protest resolution provisions set forth in this section.
7. Frequency. Audits shall be conducted during any contract term and upon reasonable request by either party.

3.03 PAYMENTS TO VENDORS

- A. Local Government Prompt Pay Act. The City follows 218.70-218.80, Florida Statutes, amended, titled "Local Government Prompt Payment Act".
- B. Timely Payments. Timely payment refers to the due date for payment from a local government entity for as provided in F.S. 218.74 and F.S. 218.76. The payment is calculated from the date on which a proper invoice is received and approved through the City proper approval chain; or, if a proper invoice is not received, then the date on which any of the following occurs:
 - Delivery of personal property is accepted by the local governmental entity
 - Services are completed
 - The rental period begins; or
 - The City and vendor agree in a contract that provides dates related to payment periods

If the payment request or invoice is not rejected within (10) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

- C. Invoice Requirements. An invoice provides evidence of the purchase of goods and services and should include adequate detail to meet audit objectives.

1. Invoices Should Contain:

- a. Purchase order number
- b. Date of order
- c. Date of delivery (or attached packing slip)
- d. Terms of payment
- e. Itemized list of materials or services rendered
- f. Delivery destination
- g. Quantities, prices, (both unit and total), terms and any other charges contained in the purchase order
- h. Delivery, freight charges, cartage and demurrage charges should be listed separately from the materials and supplies.

1. Invoice Submission. All invoices are to be charged to the City of Jacksonville Beach or Beaches Energy Services. The Department Purchasing Coordinator shall match the purchase order with the packing slip or online receipt and complete the receiving steps rendering the invoice ready for approval workflow. If the invoice is erroneously received by the department, the original invoice must be forwarded to the Finance Department after following the proper steps above.
2. Invoice Approval. Once properly received and reconciled, the Department Director or Purchasing Coordinator shall approve each invoice, through the approval workflow.
3. Payment Issuance. The Finance Department issues payments according to established procedures.
4. Exceptions. The Chief Financial Officer or designee has the authority to grant exceptions to the invoice documentation requirements if it is in the best interest of the City to do so.
5. Two Party Invoices Prohibited. The City does not accept two party invoices.

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CHAPTER 4. PROCUREMENT PROCESS

4.01 PROCUREMENT QUICK REFERENCE GUIDE

PROCUREMENT METHOD	ACCUMULATED SPENDING THRESHOLD	PATHWAY	PROCESS
Informal <i>(below bid threshold)</i>	Up to \$2,500	Quote(s)	1 written quote, obtained by the department
	Up to \$10,000		2 written quotes, obtained by the department
	Up to \$50,000		3 written quotes, obtained by the department
Formal <i>(above bid threshold)</i>	Over \$50,000	Bid, RFQ, RFP	Formal solicitation with specifications from the department; overseen by Procurement Division; requires City Council approval
Piggyback or Cooperative Purchasing	Any Amount	Solicitation from other governmental entity	Requires Dept. Director attestation of scope, terms, and conditions
Single Source	Up to \$50,000	City Manager approval	Must be reviewed annually by Department Director.
	Over \$50,000	City Council declaration	

4.02 INFORMAL PROCUREMENT

A simple, less formal way to buy goods and services routinely used when the cost of a purchase is below the \$50,000 threshold and occasionally when emergency situations or exceptions to the normal process are present.

- A. Purchase Cost. The purchase cost used to determine the number of quotes shall be defined as the total cost of a cohesive procurement need, not individual transactions.

- B. **Thresholds.** When the cumulative purchases from the same supplier for the same commodity exceeds \$50,000, a formal competitive process followed by City Council approval is required.

4.03 FORMAL PROCUREMENT

A structured procurement process where written solicitation requests, proposals, qualifications or bids for a specific product or service, with clear and defined criteria for evaluation, aiming to select the best offer based on price and quality in a transparent and fair manner; essentially, a formal method of choosing a supplier by inviting multiple competitive bids and selecting the most advantageous one based on established guidelines.

- A. **Prequalification.** The City may pre-qualify vendors for on-going services. The City shall then limit its acceptance of bids or responses from those vendors or contractors deemed qualified during the pre-qualification process. Only the short-listed respondents deemed to be qualified will be afforded an opportunity to submit a proposal in response to an RFP or BID.
- B. **Invitation to Bid (BID).** A competitive process for purchases with a cost greater than \$50,000 where the product or service is specified. Invitations to Bid are used when the City can clearly define the scope of work or exact specifications. Sealed responses are collected and opened publicly as advertised.
- C. **Request for Qualification (RFQ).** RFQ is a competitive process used when inviting suppliers to submit their technical qualifications to complete a project generally used when price is not the main decision factor, or when multiple suppliers can provide the services. The RFQ shall include:
 - 1. Scope requirements.
 - 2. Qualifications-based evaluation criteria including, without limitation, experience and competence in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, financial responsibility, past record of professional accomplishments, past record of performance.
 - 3. Other requirements considered to be important in the process of evaluating respondents.
- D. **Request for Proposals (RFP).** A competitive process for purchases with a cost greater than \$50,000 where qualitative factors are the primary consideration beyond price. The RFP includes specifications, contract terms, and award criteria which should include but not be limited to price. Sealed responses are collected and opened publicly as advertised.

E. Evaluation Process.

1. **BID Evaluations.** The City reserves the right to accept or reject any bid at any time during the procurement process. The factors considered in determining if a bidder is responsible shall include, but not be limited to, financial stability, qualifications and licenses, integrity, equipment, personnel, prior documented performance, prior customer service to the City, prior contract compliance, and prior or pending litigation.
2. **RFP/RFQ Evaluations.** Evaluation criteria shall be stated in the Request for Proposals (RFP) or Qualifications (RFQ) along with their relative importance by a weighted numerical value for scoring. The City reserves the right to accept or reject any proposal at any time during the procurement process. The factors considered in determining if a ~~bidder~~respondent is responsible shall include, but not be limited to, financial stability, qualifications and licenses, integrity, equipment, personnel, prior documented performance, prior customer service to the City, prior contract compliance, and prior or pending litigation.
3. **RFP/RFQ Evaluation Committee.** An Evaluation Committee is a team assembled in accordance with Florida Statutes to review the submitted proposals for compliance with the specifications; along with scoring and ranking them; and making recommendations for award. The Department Director or designee determines who serves on an Evaluation Committee, giving preference to those with technical knowledge of the specific procurement. Technical advisors may also be appointed to the committees; however, they will have no voting rights.
4. **RFP/RFQ Evaluation Committee Rights and Conflict of Interest.** No person shall serve on an Evaluation Committee if he or she has a conflict of interest with respect to the individual or business being evaluated.

- F. **Less than Two Responsive Bids or Proposals.** When only one, or no, response is received to a competitive solicitation, the City may review the solicitation to determine if a second call for competitive solicitation is in the best interest of the City. If it is determined that a second call would not serve a useful purpose, the City may negotiate the best terms and conditions with the sole respondent. If no bids are received, the City Council may approve a vendor quote for the same specifications listed in the competitive solicitation.

4.04 PIGGYBACK AND COOPERATIVE PROCUREMENT

Piggybacking is the utilization of a competitive solicitation process completed by another local or state government, or a cooperative purchasing authority. The intent and scope of the work requested shall mirror the original contract. The City cannot piggyback if modifications are required to any part of the award. Consult with the Property and Procurement Officer to determine if piggybacking on a service contract is acceptable.

Cooperative purchasing occurs when two or more entities consolidate their buying for volume pricing and administrative savings. Cooperative purchasing efforts may result in contracts that other entities may “piggyback” (e.g., Florida Sheriff’s Association Cooperative Purchasing, Sourcewell, FMPA, AURSI).

- A. Pricing and terms. When using another governmental agency or cooperative entity’s contract, the vendor agrees to extend the same pricing, terms, and conditions as stated in the initial awarded contract to each and every political entity, special district, and related non-profit entity. It is understood that the requested entity shall make purchases in their own name, make direct payment, and be liable directly to the vendor.
- B. Department Review. The Department Director shall attest that the item or service sought is directly related to the original contract and that the City is able to comply with all terms and conditions. Each deliverable shall be directly related to the original scope of work. The Department shall submit the following documentation for piggybacking and cooperative purchasing:
 1. Completed Piggyback Request form (located in forms library)
 2. Bid document and tabulation sheet (showing multiple bids) from the awarding agency
 3. Award decision by original governing agency

4.05 SINGLE SOURCE

The City attempts to purchase non-proprietary goods and services when possible. Sometimes, however, single source procurement may be justified when only one vendor, product, or brand can supply the required goods or services due to proprietary technology, compatibility with existing systems, equipment standardization, or other restrictions that make competitive bidding impractical or impossible. The use of single source must be both economically and operationally in the City’s best interests.

- A. Single source purchases are categorized as follows:

Category	Criteria
Authorized Service Provider	A specific service provider is required by previous contract; has geographic exclusivity; or has a license, patent, or warranty for the product or service.
Compatibility	The commodity, service, or replacement part must match the existing brand or configuration of equipment for compatibility or warranty purposes and is available from only one supplier.
Standardization	The City is standardizing equipment around one supplier for compatibility of ancillary equipment or controls, warehousing, and employee training/familiarity.

Unique	The commodity or service must meet physical design or quality standards and is available from only one supplier. Or, used goods for items needed which become immediately available.
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B. Request Process. A Department may request that goods or services be considered a single source after investigating and documenting the findings on a Single Source Justification Form. Section 838.22(2), Florida Statutes, specifically identifies the intent to circumvent the competitive procurement process through single source as a crime, so detailed research on the part of the individuals involved in the purchase is essential. It is the responsibility of the Department Director to ensure that a thorough investigation is performed before submitting the single source request to the Property and Procurement Division.

1. The Single Source Justification Form should include the following information:
 - i. Description of goods or services
 - ii. Vendor details
 - iii. Estimated cost (one time and any additional costs in the fiscal year)
 - iv. Justification of why the vendor is the only source from which to obtain the product or service
 - v. Efforts taken to identify other vendors
 - vi. Standardization documentation (if relevant)
 - vii. Letter from the vendor certifying that they are the single provider of the product or service

C. Approval Process. Single source procurement approval requirements, in any given fiscal year, are as follows:

Scenario:	Department Director	Property and Procurement Division	City Manager	City Council
Any purchase applying single source criteria, exceeding \$50,000, not previously approved by Council	Yes	Yes	Yes	Yes
Subsequent purchase of Council designated single source exceeding \$50,000	Yes	Yes	Yes	No
Initial AND/OR subsequent purchase costing less than \$50,000 from a single source	Yes	Yes	No	No

D. Annual Review. The department must review single source determinations annually. Single Source Justification Forms must be updated before any subsequent annual purchases are made to ensure that this procurement pathway remains in the best interest of the City.

4.06 EXCEPTIONS

There are some circumstances when the informal or formal procurement process does not apply.

- A. **Exempt Items.** F.S. 287.057(3)(e) provides a list of contractual services and commodities that are not subject to the competitive solicitation requirements.
- B. **Utility Purchases.** Utility purchases, including the purchase of generated electricity from the Florida Municipal Power Agency (FMPA), are exempt from the solicitation process.
- C. **Security Technology.** Purchases of security-related systems, such as network infrastructure, alarms, and other peripherals, which reveal configurations or methodology supporting the security of City infrastructure are exempt from competitive solicitation. The IS Department will quote or benchmark these goods and services periodically or when requested to ensure the best value. Non-disclosure agreements are required by all vendors providing equipment or services in support of City-wide security.
- D. **Integration Software.** Purchases of software that provides integration between previously established technology systems are exempt from competitive solicitation. The Information Services Department will quote or benchmark these goods and services periodically or when requested to ensure the best value.
- E. **Temporary Labor.** If a State contract vendor cannot produce a suitable candidate for a temporary labor position, the City may engage temporary labor without a competitive process.

- ~~i. Limited geographic availability or exclusive authorized resellers.~~
- ~~ii. Maintenance and repair of standardized or proprietary equipment.~~
- ~~iii. Technology standardization (e.g., cell phones, software, hardware).~~
- ~~iv. Inventory and cost control through use of uniform supplies.~~
- ~~v. Services from a uniquely qualified professional or expert.~~

- F. **Golf Course Resale Purchases.** Purchases of goods intended for resale at the City operated golf course pro-shop are exempt from the formal procurement process.

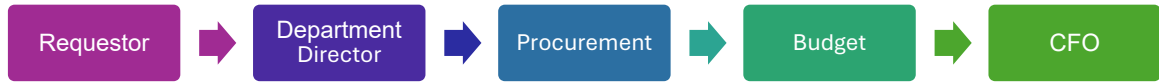
F.G. **Emergency.** See Chapter 6 of this Manual.

4.07 PURCHASE ORDERS

- A. **Requisition.** Each purchase requisition requires supporting documentation. This includes, but is not limited to the following items:
 - 1. **Quotes:** Quotes must include line-item detail and match the requisition.

2. The purchase pathway (e.g., RFP, Piggyback, Single Source) and contract.
3. Spending authorization (GL expense account, CIP, Council award).
4. Blanket PO: Projected fiscal year total cost for the product and/or service.

B. Approval workflow. Requisitions are entered into the City's business software system and released into predetermined workflow, to reach the conversion into a purchase order. The requisition approval process is as follows:



- C. Blanket Purchase Orders. Blanket purchase orders shall be used for recurring known charges (e.g., janitorial contract), and monthly budgeted costs by vendor (e.g., Office Depot, Verizon). A blanket purchase order may not extend beyond the end of the fiscal year in which it was created.
- D. Canceled Purchase Orders. If a purchase order needs to be canceled, it is the responsibility of the ordering department to notify both the Property and Procurement Division, and the supplier of the order cancellation.
- E. Improper Purchase Orders. Any deliberate attempts to split orders or payment transactions, where the purpose is to keep the total cost of each order below bid or other procurement threshold limit, is prohibited and may result in disciplinary action up to and including termination. Additionally, failure to combine orders when practical for the best interest of the City to circumvent limitations is prohibited. If a transaction needs to be split or combined to facilitate a more efficient process, prior authorization is required by the Property and Procurement Officer or designee.

4.07 CHANGE ORDERS

The Department shall negotiate amendments and change orders to a purchase order on behalf of the City and provide supporting documentation for the approval process. The change order approval workflow is as follows:

Approval Required: Scenario:	Department Director	Property and Procurement Division	Finance Department	City Manager	City Council
Change order does not cause the revised purchase order amount to exceed \$50,000	Yes	Yes	Yes	No	No
Change order to blanket purchase order	Yes	Yes	Yes	No	No
Change order exceeding \$50,000 utilizing awarded contingency	Yes	Yes	Yes	Yes	No
Change order that exceeds bid threshold for goods or services that	Yes	Yes	Yes	Yes	Yes

have not been competitively awarded					
Change order that exceeds awarded contingency amount	Yes	Yes	Yes	Yes	Yes

4.08 RENEWALS AND EXTENSIONS

Contracts shall only be extended and/or renewed according to the term and renewal options specified in the Bid documents. If a current contract is about to expire with no remaining renewal options and the replacement bid or proposal is still in the process of being awarded jeopardizing a lapse in service, the contract may be extended by the contract parties pursuant to the 'Extension of Contract' terms, if any, permitted in the solicitation documents for no more than 180 days to facilitate award of the replacement contract. Department Directors should make this request prior to contract expiration. Each request will be reviewed by the Property and Procurement Officer.

If a contract has expired, the Department may request to exercise a renewal provision and ratify the contract back to the expiration date provided:

1. The contract contains a renewal provision that was not exercised;
2. The renewed contract is subject to remaining terms and conditions set forth in the initial contract;
3. The contract expiration has not exceeded 30 calendar days.

Contract renewal options must include the escalation methodology, or the price for each renewal year and evaluations must consider the total estimated cost for all years, including renewals.

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CHAPTER 5. CONSTRUCTION AND PROFESSIONAL SERVICES

Construction projects are often one of the highest risk procurements the City undertakes. To ensure high quality projects at the best value, there are a variety of procurement approaches available, along with associated standard contract documents.

5.01 CONSTRUCTION PROJECTS

Public projects refer to construction, alteration, demolition, installation, or repair work done under contract and paid by public funds. Public Works projects do not include those done by a public agency with its own employees which is referred to as a "Force Account".

A. Advertising and Solicitation

All solicitations shall conform with Subsection 255.0525(2), Florida Statutes. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 business days prior to the established bid opening and at least 5 business days prior to any scheduled Pre-bid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established solicitation opening and at least 5 days prior to any scheduled Pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the local governmental entity in any manner that is reasonable under the emergency circumstances.

If the location, date, or time of the solicitation opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.

A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.

5.02 DELIVERY METHODS

Choosing the appropriate project delivery method and corresponding procurement strategy can set the stage for project success or failure. Therefore, procurement plays a key role in successful construction project delivery.

A. Design/Bid/Build

Design-Bid-Build represents the traditional approach to construction projects. This process works well for thoroughly designed projects with minimal complexity.

During the Design-Bid-Build process, an RFQ is issued for design. The City and the selected architect/engineer then work together to design the project. That design package is publicly advertised, inviting bids from any interested responsible contractor. The construction bid and contract are awarded to the lowest responsive and responsible bidder. This approach is favored by both the contracting and the design communities, because it allows open competition which should result in the best price. If there are critical timeframes, the project is complex with a variety of unknown risks or variables, an alternative approach may be utilized.

B. Design-Build

The Design-Build method is intended to reduce the lengthy timeline and change orders that often accompanies the Design-Bid-Build delivery method. It achieves this result by replacing the designer and the contractor with a single entity who fills both roles, called a design-builder. The design builder, who is usually an architect, engineer and contractor, serves as the City's single contact for the entirety of the project.

This allows for efficient communication, but it also means that the design-builder is singularly accountable for the outcome of the entire project. The Design-Build process begins with the City drafting a design criteria package and asking for project proposals from various design-builders. The City will typically select the proposal that meets the design criteria package and provides the best value for the project without sacrificing design elements. After the City has chosen a specific proposal, the design-build team can get to work on construction immediately. This makes Design-Build ideal for large projects that require an accelerated timeline.

C. Construction Manager At Risk (CMAR)

Construction Manager at Risk, also called CM at Risk or simply CMAR. A construction manager ("CM") is hired by the City to oversee the entire project. Once a CM is hired, the CM stands in as the City's representative and advocates in every step of the construction process from preconstruction to bidding, through construction. This makes CMAR ideal for City's projects when an expert's help managing its project or communicating between parties is desirable, and sometimes CMAR allows the City staff to remove themselves from the majority of the construction process altogether.

To initiate the CMAR process, an RFQ is issued for project design. A qualified architect or engineer is selected, and the design phase begins. During this time a separate RFQ is issued for a CMAR, for which the initial design is provided. During the final design phase, the CM will work on the City's behalf to value engineer and find cost-saving opportunities where possible. The CM

will present the City with their Guaranteed Maximum Price (“GMP”) after reviewing the contract documents. With the GMP, the CM sets a price threshold that they ensure the City’s project will not exceed. If the project comes in under this threshold, the CM will likely be rewarded by the City through a cost-sharing agreement. But if the project exceeds the GMP, then the CM takes on the risk of taking on the additional cost.

5.03 PROFESSIONAL SERVICES

Contracts for professional services as defined in F.S. 287.055 are required, at a minimum, to follow the guidelines as established in Florida Statutes for competitive negotiations for the acquisition of professional engineering, architectural, landscape architectural, or surveying and mapping services. All contracts which exceed the F.S. CATEGORY TWO requirements for CCNA shall follow the procedure as defined in Section 287.055 F.S., as amended. Professional services less than the thresholds in Florida State Statute 287.055(4)(c) shall be awarded using the City’s informal procurement method.

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CHAPTER 6. EMERGENCY PURCHASES

6.01 DEFINITION

An emergency condition results when an immediate need for goods or services that cannot be met through normal procurement methods and the lack of which goods or services presents an imminent threat to:

1. Health, safety and/or welfare of the public
2. Provision and security of essential City operations
3. Preservation or protection of public property or infrastructure

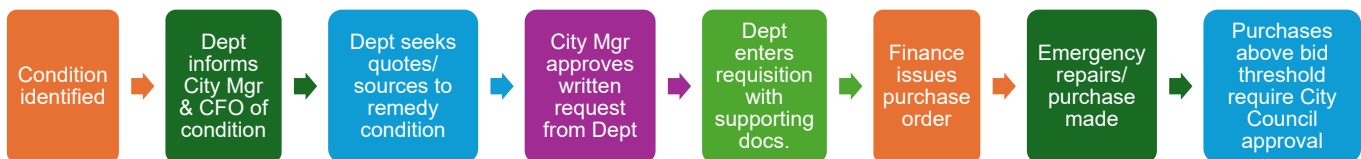
The emergency purchasing process is intended to expedite the purchasing process, but not to circumvent all normal procedures. Because emergency purchases are costly, they should be kept to a minimum. Poor planning does not constitute an emergency.

6.02 DETERMINATION AND RECORD OF EMERGENCY PURCHASE

The City Manager has the authority to determine, if a condition merits, an emergency purchase based upon the written request submitted by the Department Director that explains the nature of the emergency and what is to be done to remedy the emergency condition. When time is of the essence, the City Manager may initially give approval via email or text ahead of signing a written request.

6.03 EMERGENCY PURCHASE PROCESS

The emergency purchase process is as follows:



When an emergency exists, an effort should be made to contact at least two (2), if not more, separate sources; unless the City already has an existing agreement or is able to piggyback an agreement from another governmental agency to supply the requirements for the emergency.

The requesting department will enter a requisition for the emergency purchase as soon as the purchase is approved by the City Manager, or no later than the next business day if the emergency occurs outside of business hours. The requisition should include the approved written request, vendor quote(s), in addition to any other appropriate documentation as the emergency purchase or work may require.

6.04 EMERGENCY PURCHASES IN EXCESS OF THE BID THRESHOLD AMOUNT

An emergency purchase in excess of the Bid Threshold Amount must receive prior approval by the City Manager or designee. Subsequently, the City Council must formally approve the emergency purchase at the next practical City Council meeting.

6.05 MONITORING EMERGENCY PURCHASE REQUESTS

The Property and Procurement Division shall report to the City Manager, through the Chief Financial Officer, any department requesting emergency purchases, or other procurement practices, that reflect poor operational planning or management and have the potential effect of defeating the purpose of the procurement process.

6.06 PURCHASES DURING DECLARED STATE OF EMERGENCY

During a declared state of emergency, the City will track expenditures related to the declared event with a project code. Use of project codes enables the City to accurately capture the financial impact of the event and assist in documenting costs for reimbursement from the Federal Emergency Management Agency (FEMA).

FEMA provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program is governed by the enabling laws, implementations, regulations and program policies as well as a range of cross-cutting laws, executive orders, and other regulations.

The City intends to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 C.F.R. Part 200 as well as any other FEMA guidelines.

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CHAPTER 7. PUBLIC PRIVATE PARTNERSHIPS

7.01 PURPOSE, SCOPE, AND APPLICABILITY

The City of Jacksonville Beach (City) encourages redevelopment of underdeveloped and underutilized properties through public/private partnerships (hereinafter "P3") where appropriate. The City recognizes properly structured P3s share risk and expense amongst public and private partners; encourage efficiencies and innovation in design, construction, operations, and maintenance; and maximize funding and cash flow initiatives.

A public-private partnership is a contractual agreement between a public agency (federal, state, or local) and a private sector person or entity for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility.

To be considered under the City's Public/Private Partnership Program, all parties must comply with the following Guidelines for P3 Applications and Evaluation Process (hereinafter "Guidelines").

The City reserves the right at all time to reject any or all bids/proposals at any time before signing a Comprehensive Agreement for any reason and may decline to pursue the Proposed Project. In the latter event, the City may accept new proposals for the Proposed Project should the City choose to restart the process at a later date. Discussions between the City and Private Entities about needed infrastructure, improvements, or services shall not limit the ability of the City to later decide to use standard procurement procedures to meet its infrastructure needs, whether the project will be a public/private partnership or not.

7.02 UNSOLICITED PROPOSALS

Any proposal received without formal solicitation shall be treated as an unsolicited proposal and will be evaluated as prescribed in the City's Guidelines. All proposals shall comply with the requirements set forth in Section 255.065, Florida Statutes. The City Manager shall have 30 days to accept or reject any unsolicited proposals delivered to the City Manager.

- A. Fees. The initial fee for an unsolicited P3 proposal is \$25,000 and is due at the time the proposal is submitted to the City. This non-refundable fee shall be used to cover the costs of processing, reviewing and evaluating the proposal, including any costs for private consultants to assist in the evaluation. The City may require additional fees from the proposer if the initial unsolicited proposal application fee is insufficient to pay for the City's evaluation costs.

- B. Notice. If the City decides to consider an unsolicited proposal, it shall publish a notice of receipt of the unsolicited proposal and invite competing bids. The notice will be published at least 30 days after the initial date of publication to provide other interested parties with a reasonable opportunity to submit competing proposals.
- C. Response. Bidders who respond to the notice and submit competitive bids shall comply with the requirements and pay the application fee as specified in the notice or the guidelines. The initial proposer shall also submit a bid in response to the notice providing such further details about the unsolicited proposal as may be required by the notice. The initial proposer shall receive a credit against the bid application fee for its initial unsolicited proposal application fee. Bidders shall comply with all requirements of the notice of receipt as well as with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.

7.03 SOLICITED PROPOSALS

Solicited P3 proposals shall conform with all policy, law, regulations and adopted guidelines.

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CHAPTER 8. PURCHASING CARD PROGRAM

8.01 PURPOSE

The City's Purchasing Card Program is designed to streamline the purchasing and accounts payable process by reducing paperwork generated by small dollar, high volume transactions, providing immediate access to goods and/or services, and facilitating quick payments to vendors. All purchasing card (p-card) purchases must be made in compliance with statutory and City requirements for public procurement.

8.02 AUTHORITY

The Finance Department is responsible for the oversight and continual monitoring of the Purchasing Card Program. The Chief Financial Officer is delegated the authority to establish, or adjust, both the monetary and transaction count limits in the best interest of the City.

8.03 CARDHOLDER ELIGIBILITY

To maintain adequate internal controls and program oversight, purchasing cards shall only be issued to regular employees. Temporary employees and contractors are not eligible for this Program.

- A. Employees. Department Directors may recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a purchasing card.
- B. Department Directors. A key internal control is a strong supervisory review and approval process. Because there is an inherent conflict when subordinates are asked to approve their Director's transactions, Department Director's use of p-cards shall be limited to business travel and professional association subscriptions as approved by the City Manager. This may include registration fees, lodging, transportation, and other miscellaneous expenditures permitted in the Travel Policy.

8.04 CARD ISSUANCE AND CONTROL

- A. Requests for and Issuance of Purchasing Cards. Requests for new Purchasing Cards or requests for changes to existing monthly Purchasing Card Limits shall be made by submitting a request form to the Property and Procurement Division. All requests for new Purchasing Cards or requests for changes to existing monthly Purchasing Card Limits shall be recommended by the Department Director and approved by the Chief Financial Officer. Once approved, cards will be issued to individual employees. The Purchasing Card will be embossed with the employee's name, City's name, and expiration date. The City's sales tax exemption number will also be preprinted on each Purchasing Card. The

company issuing the Purchasing Card will not be given individual employee information. No credit records, social security numbers, or other personal employee information will be given to the company that issues the Purchasing Card.

- B. Lost, Stolen, and Misplaced Purchasing Cards. In the event a Purchasing Card is lost, stolen, or misplaced, the Cardholder shall immediately notify the Bank followed by the Property and Procurement Division and his or her supervisor. The Cardholder shall be responsible for reporting all information necessary to reduce the City's liability for a lost, stolen, or misplaced card.
- C. Termination or Transfer of Cardholder. When employment is terminated or the employee is transferred to another Department, the Department Director shall take possession of the Purchasing Card, destroy the Purchasing Card (cut in half), and submit the Purchasing Card pieces to the Purchasing Card Administrator. In the event the Department Director is unable to take possession of a Purchasing Card when an employee terminates or transfers, the Director shall immediately notify the Purchasing Card Administrator by telephone followed by a written notification. The Purchasing Card Administrator will be responsible for cancellation of the Purchasing Card.

8.05 CARD USE

Participation in the Purchasing Card Program is a convenience and privilege that carries responsibilities along with it. Although the card is issued in a cardholder's name, it is City property and should be used with good judgement. Improper use of the card can be considered misappropriation of City funds which may result in disciplinary action up to and including termination. Cardholders are expected to comply with internal control procedures in order to protect City assets. This includes keeping receipts, resolving discrepancies, and following proper card security measures.

- A. Authorized Use. The Purchasing Card may only be used for City authorized purchases. A Purchasing Card may not be used for any personal use whatsoever. An error in using the Purchasing Card for personal use will require immediate reimbursement by the Cardholder to the City.
- B. Prohibited uses. A City p-card shall not be used for the following:
 - 1. Cash advances; gift cards; prepaid debit or credit cards
 - 2. Personal items, or any item that does serve a clear business, or public, purpose
 - 3. Items prohibited from purchase by City policies
 - 4. Alcoholic beverages and/or tobacco products
 - 5. Telephone calls
 - 6. Fuel (unless authorized prior to travel, or during a declared emergency)

C. Misuse and Abuse. Misuse of a Purchasing Card may result in the revocation of the card and disciplinary action up to and including termination. Abuse, misuse and violations include, but are not limited to the following:

1. Purchase of prohibited items
2. Use of multiple transactions to circumvent card limits
3. Failure to provide proper documentation, receipts, invoices, etc.
4. Personal, family, or household charges
5. Allowing another person, other than the cardholder, to use the card
6. Failure to report a lost or stolen card in a timely manner
7. Repeated misuse of purchasing card
8. Having purchases shipped anywhere other than the cardholder's assigned City work location.

D. Sales and Use Tax. The City is exempt from paying Federal or State of Florida sales and use tax. The cardholder is to make this clear to the vendor at the time of purchase, whether it is an in-person, telephone, or online order. Vendors may require a copy of the City's tax-exempt form, which is available on the intranet. In the event a vendor does charge sales tax, it is the responsibility of the cardholder to contact the vendor and obtain a credit equal to the amount of the tax charged. The City's Sales Tax exemption number is printed on the face of the Purchasing Card.

E. Disputes. A dispute occurs when a Cardholder questions a transaction that has been charged to the Purchasing Card.

8.06 PURCHASING CARD LIMITS

A. Dollar and Transaction Limitations. The default authorized limits shall be as follows:

Single Transaction Limit	\$2,000
Monthly Credit Limit	\$5,000

B. Limit Adjustments. The Chief Financial Officer may approve adjustments to the default limits based on the purchasing needs of the requesting department and individual.

8.07 ROLES AND RESPONSIBILITIES

The following are the responsibilities of employees, divisions, and departments that participate in the Purchasing Card Program.

A. Employee Cardholder

1. Accept, retain, and secure the assigned Purchasing Card. Employees shall not allow other individuals to use their assigned p-card.
2. Purchase only authorized City-related materials, supplies, and services.
3. Receive and inspect all City-related materials, supplies, and services.
4. Acquire and retain sales receipt for each purchase.
5. Match purchase receipts with each monthly card statement.
6. Review monthly statements for validity and correctness of all transactions.
7. Identify and assist in handling any disputed charges.
8. Review monthly charges, if required, with Department's Purchasing Card Representative.
9. Immediately report a lost, stolen, or misplaced card to Bank. Notify Department Representative and Property and Procurement Officer at first opportunity during normal business hours.
10. Inform vendors that all City purchases are tax-exempt (tax-exempt number is on each Purchasing Card).

B. Department Purchasing Card Representative (Designated by Department Director)

1. Receive and review consolidated monthly statements from purchasing card in Munis.
2. Confirm that Department authorized all charges.
3. Review monthly statements with Cardholders.
4. Verify that the GL number is correct.
5. Ensure spending limits for each employee are within established criteria and limits.
6. Handle disputed items not resolved by Cardholder.
7. Perform regular inspection of card possession by Cardholders.
8. Confirm that appropriate receipts are attached to monthly statements.
9. Notify Purchasing Card Administrator when approved monthly statements are not received.
10. Notify Purchasing Card Administrator when a card is lost, stolen, or misplaced.
11. Verify monthly charges shown on the consolidated statement.

C. Department Director

1. Request Purchasing Cards for designated employee(s).
2. Designate one or more representatives who will be responsible for authorizing charges.
3. Collect cards from Cardholders who are no longer employees.
4. Collect Purchasing Card from employee when employee transfers to another Department.
5. Notify the Purchasing Card Administrator of lost, stolen, misplaced, or terminated cards.
6. Appoint a Departmental Purchasing Card Representative.
7. Approve cardholder statements in Munis.

8. Department Director will be responsible for all purchases made by Department employees.

D. Property and Procurement Division

1. Support card holders in the resolution of disputes.
2. Evaluate Purchasing Card feedback from suppliers.
3. Coordinate and maintain internal controls over Purchasing Card Program.
4. Perform physical audits of card possession by Cardholders.
5. Make code changes when required.
6. Adjust cardholder purchasing limits at the bank as needed.

E. Accounting Division

1. Approve and authorize payment of consolidated monthly statements.
2. Ensure that all transactions are coded to appropriate general ledger expense accounts.
3. Conduct periodic operational and compliance audits.
4. Administer 1099 reporting as needed.

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CHAPTER 9. STOREROOM**9.01 PURPOSE**

The City's storeroom is the central warehousing facility for the City. Stock inventory levels are maintained for items that are required on a routine and emergency basis for all City Departments. Use of a storeroom allows the City to make purchases in cost-saving bulk and it ensures that critical supplies are on-hand when needed.

9.02 PURCHASES

Storeroom inventory purchases are made in accordance with the Manual. Acceptable procurement methods include bids, single source, piggyback purchases, or use of the public bidding platform www.aursi.com, or any other bidding platform approved by the Property and Procurement Officer.

9.03 STOCK ITEMS

The storeroom inventory consists of a variety of supplies readily available when needed by City Departments. Factors such as usage frequency, demand levels, supplier lead times, storage space, and turnover rates shall be considered when determining if a product should be held in inventory.

- A. Additions. Additions to stock inventories require written justification from the Department Director and approval by the Chief Financial Officer.
- B. Minimum and Maximum Quantity Limits. Minimum and maximum limits shall be set for each stock item to effectively manage inventory. The Buyer shall periodically review the minimum and maximum limits for stock items with departments and propose adjustments. Departments may request temporary changes in maximum limits for special projects. Any changes to the limits require written justification from the Department Director and approval by the Chief Financial Officer.
- C. Obsolete. The Buyer shall review the inventory list with departments annually to identify potentially obsolete, or stale, inventory. Obsolete inventory shall be disposed of in the same manner as surplus property.

9.04 ROTATION

Storeroom inventory shall be issued on a "First In First Out" (FIFO) basis. This ensures that the oldest goods are utilized first, reducing the risk of obsolescence. Any exception to this practice requires written justification from the Department Director and approval by the Chief Financial Officer.

9.05 RECEIPT OF MATERIALS

The Chief Storekeeper is responsible to ensure that all materials and supplies ordered, are received to the Storeroom according to the purchase order, accounted according to the packing slip, inventoried, verified for accuracy, inspected for quality, properly stored, and issued to the Departments. The Storeroom's receiving documentation package shall consist of at least the purchase order, packing slip, and receiving ticket for the City to authorize payments to vendors.

9.06 ISSUES AND RETURNS

All inventory items shall be requisitioned within the City's software system. In the event the software system is not available, a manual process shall be maintained. The Storeroom staff is responsible for accurately issuing and returning items in a timely manner.

9.07 PHYSICAL INVENTORY

It is the responsibility of the Storeroom staff to conduct a physical inventory annually, preferably close to the end of the fiscal year. A mid-year inspection should be also conducted to identify potentially stale or obsolete items. All physical inventory adjustments require prior approval by the Property and Procurement Officer and Chief Financial Officer.

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CHAPTER 10. SURPLUS PROPERTY

10.01 GENERAL

The City recognizes that there will be instances where surplus, inoperative, obsolete, or irreparable materials, equipment, vehicles, or land must be systematically disposed. The disposal of declared surplus property shall be conducted in a manner which will be in the best interest of the City within the parameters of State Statutes, City ordinances, resolutions, and policies relating to the disposal of surplus property and land.

Each department shall report all surplus, obsolete, or transferred materials or equipment on the Surplus Property Form.

10.02 AUTHORITY

- A. City Manager. The City Manager has the authority to declare City personal property and small or non-conforming real property valued less than \$50,000 as surplus and dispose of it through a competitive process.
- B. Property and Procurement Officer. The Property and Procurement Officer has the authority to dispose of items unfit for auction and to trade in equipment or vehicles as part of a replacement purchase, if the trade in value is expected to be equal, or greater than, the potential revenue generated for the item at auction.
- C. Information Services Director. The Information Services Director has the authority to determine the property disposition method of surplus computer and electronic data storage equipment.
- D. Department Directors. The Department Directors have the authority to directly dispose of property with an original value less than \$100 such as desk accessories and small tools.

10.03 APPLICABILITY

The guidance set forth in this Manual applies to all City owned property except:

- A. Computer and Electronic Data Storage Equipment. All computer and electronic data storage equipment shall be returned to the Information Services Department (IS) for proper software and data removal.
- B. Grant Funded Property. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements. If no disposal requirements exist, this Manual shall apply.

- C. Seized or Unclaimed Property. Seized or unclaimed property within the Police Departments shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.

10.04 SURPLUS PROCEDURE

- A. The department shall complete a Surplus Property Form for property they wish to surplus.
- B. The department shall make arrangements with the Property and Procurement Division to either have the surplus item picked up or delivered to the Storeroom. A completed form must accompany the surplus item. Under no circumstances may a department deliver any property to the Storeroom without a Property and Procurement Division staff member present to receive the item.
- C. The Property and Procurement Division will store the surplus items until it is practical to schedule an auction.
- D. The Property and Procurement Officer shall submit to the City Manager, through the Chief Financial Officer, a written request to declare items as surplus and sell them at auction. The request shall include descriptions of each item.
- E. Before the auction is scheduled, the approved list will be distributed to all City departments. If in need of any item, the departments may request a transfer via memo to the Property and Procurement Officer.
- F. City markings shall be removed from all vehicles and equipment in advance of the auction.
- G. Once the auction is complete, titled assets shall be delivered according to DMV requirements and all documentation, including copies of the Surplus Property Forms and auction results, shall be forwarded to Accounting to process fixed asset dispositions as needed.

10.05 DISPOSITION METHODS

- A. Auction. Generally, all surplus, confiscated, and “lost and found” property will be disposed of via a public auction. All auction items shall be sold as is, where is, and without warranty.
- B. Transfer. Property is no longer needed by one department, but is functional, may be transferred to another department. A Surplus Property Form must be completed and copies given to both the Finance and receiving department.
- C. Trade-In. Equipment or vehicles may be traded-in to defer part of the expense of a new purchase if the trade in value is expected to be equal, or greater than, the revenue

generated for the item at auction. The Property and Procurement Officer must approve of the inclusion of the trade-in item prior to the issuance of a purchase order.

- D. Donation. Upon authorization by City Council, the City may donate items to other governmental entities or non-profit organizations.
- E. Scrap Metal Sales. Scrap metal may be sold directly to vendors outside of the auction process when market conditions are favorable.
- F. Junk/Trash. The Property and Procurement Officer may declare items as unfit for sale and authorize their proper disposal. Any items that failed to sell at auction may also be deemed as unfit and may be treated as junk and disposed of in the trash, or other environmentally responsible manner.

10.06 REAL PROPERTY DISPOSITION

- A. Real Property Valued Above \$50,000. The sale of conforming real estate, or real estate with a valuation as established by either the Property Appraiser or certified appraisal above \$50,000 shall require City Council authorization and determination of the sales process.
- B. Small or Non-Conforming Real Property with a Valuation Below \$50,000. The sales of small or non-conforming real property with a valuation as established by the Property Appraiser or certified appraisal at, or below, \$50,000 may be sold at the City Manager's discretion if it is in the best interest of the City. For the sale of small or non-conforming real estate which requires only the City Manager's authorization to be sold, the following procedures shall be used:
 - 1. The City department interested in selling real estate will initiate a memorandum to the City Manager indicating interest, providing a general description of the real estate, and providing the reasons for sale. The department shall indicate in the memorandum which department employee will be assigned as the department's representative for issues related to the sale. The Department's Representative, Property and Procurement Officer, City Attorney, and City Manager or designee will comprise the committee that will coordinate the efforts to sell the real estate.
 - 2. The City Manager will determine the appropriate method of determining the valuation of the subject real estate.
 - 3. The appropriate staff members will be requested to negotiate the business terms of the sales agreement.
 - 4. Once the business terms are agreed to, the City Attorney will draft the sales agreement.
 - 5. The finalized sales agreement, fully executed by the City Attorney's office, will be presented to the City Manager for approval.

6. If the City Manager approves the sales agreement, the purchaser will order the survey and title, assuming that the purchaser is responsible for ordering the survey and/or title. The purchaser may order an environmental survey at their discretion. The City Attorney's office will distribute a contract schedule (developed by the purchaser) that will be distributed to the City Manager or designee, Property and Procurement Officer, and department's representative. Any issues that arise from the purchasers' performance of due diligence will be distributed to the full committee. The City Attorney will be responsible for completing the closing with the assistance of other staff members and expert consultants' assistance, if necessary.

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CHAPTER 11. PETTY CASH

11.01 GENERAL PROVISIONS

Petty cash funds provide the City with a small amount of cash to cover minor, everyday City business expenses quickly and conveniently. Petty cash purchases shall not exceed \$75.00 and accounts shall not exceed \$2,500. Use of petty cash should be treated as the payment method of last resort and shall not be used to bypass established purchase requisition or travel reimbursement policies. The use of petty cash is limited to City employees only. Expenses paid for with petty cash fall under, and will be charged to, the applicable departmental budgets for those items. Petty cash transactions may not be used as a supplement to or expansion of established departmental budgets. Adherence to the provisions set forth herein is mandatory to maintain strong internal controls.

11.02 AUTHORITY

The Chief Financial Officer has authority to establish, increase or decrease the amount of a petty cash account, change the custodian, or close a petty cash account if he or she determines it is in the best interest of the City. Petty cash accounts are subject to audit at any time.

11.03 PETTY CASH CUSTODIAN ROLE AND RESPONSIBILITIES

An approved City employee shall be designated as the petty cash account Custodian and is assigned to safeguard, maintain, and reconcile each petty cash account. This individual shall be responsible for the following:

- A. Safekeeping. All petty cash accounts must be secured against unauthorized access. Suggested measures include a locked steel file box, cabinet, or small safe with limited access. Any suspected breach of the petty cash account must be reported immediately to the Chief Financial Officer. Any money missing from the petty cash account will be charged to the responsible department and the custodian may be subject to disciplinary action.
- B. Maintenance. The custodian must maintain all receipts and records pertinent to the petty cash account. These records must be available at any time. Any discrepancy or irregularity must be reported immediately to the Chief Financial Officer.
- C. Reconciliation. Petty cash accounts should be reconciled frequently since they are an invitation to pilferage and theft. The shorter the time between reconciliations, the faster any irregularities can be identified. Annual reconciliations are required at fiscal year-end.
- D. Replenishment. Cash funds used can be replaced by completing a Petty Cash Check Request form, attaching approved vouchers and receipts and presenting to Accounting for processing.

11.04 CHANGES IN CUSTODIAN

The Chief Financial Officer must be notified immediately of any change in custodian. Failure to do so may result in the closing of the petty cash account. Any change in custodian must be accompanied by a reconciliation of the petty cash account, and an audit of the account will be performed. Any money missing from the petty cash account will be charged to the responsible department and the custodian may be subject to disciplinary action.

11.05 PETTY CASH REIMBURSEMENT PROCESS

Employees requesting reimbursement from petty cash should submit an approved petty cash voucher form and expense receipt to the appropriate petty cash custodian. A complete voucher form must contain the following:

1. Payee - The printed name of the person being reimbursed
2. Date - The date the voucher is presented
3. General ledger account number – Expense account
4. Amount - Reimbursement may not exceed \$75.00
5. Payee Signature - Must sign and verify that purchase(s) was made on behalf of the City
6. Description - Detail description of all that was purchased
7. Approved By - Signature of Department Director
8. Custodian - Printed name of person processing the reimbursement

The Custodian shall verify that the voucher is complete, accurate, and matches the amount and description of the expense receipt. Incomplete or inaccurate requests will be returned to the presenter for correction. Complete requests will be processed by the Custodian and payment made to the presenter.

11.06 PETTY CASH ACCOUNT CHANGES

- A. New accounts. Requests to establish a new petty cash account must be made in writing from a Department Director to the Chief Financial Officer. The request must include the amount of petty cash requested, the designated Custodian, and the reason and demonstrated need for petty cash.
- B. Changes to accounts. Requests to increase or decrease the holding value of a petty cash account must be made in writing from a Department Director to the Chief Financial Officer. The request must include a justification for the change.
- C. Close accounts. Requests to close a petty cash account must be made in writing to the Chief Financial Officer by the Department Director or the current custodian. All requests to close a petty cash account must be accompanied by a reconciliation of the petty cash account,

and an audit of the account will be performed. Any money missing from the petty cash account will be charged to the responsible department and the custodian may be subject to disciplinary action.

11.07 PROHIBITED USES OF PETTY CASH

Unless a written exception is made by the Chief Financial Officer, it is prohibited to use petty cash for the following:

1. Cash advances
2. Cashing of personal, third party, or payroll checks
3. Subscriptions, memberships, or donations
4. Items inventoried in the Storeroom
5. Grant related expenditures
6. Office supplies
7. Travel per diem
8. Regular bills
9. Meals
10. Sales Tax

11.08 CHANGE FUND

A change fund is an amount of cash assigned to a location with a cash register to provide coins and bills to make change for customers during cash transactions. These funds will be kept separate from petty cash and must be balanced daily.

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CHAPTER 12. FOOD AND BEVERAGE

12.01 GENERAL

From time to time, it is necessary to the interests of the City to provide food and/or beverages to employees and guests. As a public agency, the City has an obligation to its customers, taxpayers, and rate payers to use all of its funds as prudently as possible. Therefore, all employees shall use their best judgement in applying those funds toward food and beverages only when justified with a business purpose and a clearly identifiable benefit to the City.

12.02 SCOPE

These policies apply to all City employees and are considered to be the minimum requirements. Meal expense related to travel are not subject to this policy, but are included in the City's Travel Policies and Procedures.

12.03 ADMINISTRATION

Purchases of food and/or beverages using City funds must be approved by the requesting department's Director, Chief Financial Officer, and the City Manager via a Working Meals and Refreshments Form.

12.03 POLICIES

- A. The City Manager will ensure that food and beverage expenditures are essential to operations and support the mission of the City.
- B. All food and beverage purchases must be approved in advance through the completion of the Working Meals and Refreshments Purchase Form.
- C. City funds may not be used to purchase alcoholic beverages.
- D. City funds may not be used for food and beverage expenditures that would typically be considered a personal expense, including routine meals, snacks, and refreshments.
- E. When purchasing food, every effort shall be taken to utilize local businesses and to rotate between vendors.
- F. The individual cost per meal should not exceed established per diem rates as listed in the Travel Policies and Procedures within the Personnel Policies.
- G. Tips for delivery services should be reasonable and follow best practices. The maximum allowable tip shall be 20% of the purchase.

- H. Eligible events and purchases are limited to the following:
1. Common Kitchens or Breakrooms at City Facilities: The City will provide single serving coffee dispensers and/or multiple cup coffee makers, coffee, tea, cocoa, sugar or other sweeteners, and creamer in shared kitchen and break room areas at City facilities. These items will be stocked in the City storeroom to be requisitioned by departmental users as needed. Any alternatives to the storeroom stock will be considered personal and will not be funded by the City.
 2. Conference Rooms at City Facilities: The City will provide bottled water, some sodas, and mints in conference rooms for guest use only at business functions that involve substantive and bona fide business discussions with an outside party or parties in attendance. Employees are responsible for their own beverages when attending regular meetings in City conference rooms. The department responsible for the conference room shall also be responsible for maintaining the beverages and mints to be stocked in the conference room.
 3. City Council Chambers: The City will provide bottled water, some sodas, and mints in the Council Chambers for Council Members and City Board Members use only at scheduled meetings. The City Clerk's Office shall be responsible for maintaining the beverages and mints to be stocked in the Council Chambers.
 4. Internal Functions: Food and beverages may be provided at non-routine internal functions with prior approval by the City Manager. Food and beverages will not be provided at regularly scheduled or routine meetings where City employees are the primary beneficiaries. All purchases of food and beverages for internal functions must be approved in advance using the Working Meals and Refreshments Purchase Form. Examples of non-routine internal functions include:
 - a. Training - Formal training sessions or retreats, where appropriate (e.g., strategic planning objectives training session, etc.)
 - b. Meetings - Meal and refreshment costs at meetings, usually on City premises, where City business is conducted and business is required to meet specific deadlines or make efficient use of staff time, or is otherwise relevant for after-hours discussion (e.g., Citizen Information Academy)
 - c. Volunteer Recognition - Meal and refreshment costs for non-compensated individuals donating their time, such as Citizen Police Academy Alumni Association, Citizens on Patrol volunteers, City established special committees, etc.
 - d. Executive and Special Interviews - Meal and refreshment costs for recruitment and interviews of executive level positions such as City Manager, Deputy City Manager, City Attorney, Police Chief, Department Directors, and any other position authorized by the City Manager.
 5. City-wide Functions: This category is generally reserved for City-wide events such as the holiday luncheon and employee picnic. Any other City-wide function must be approved by the City Manager in advance using Working Meals and Refreshments Purchase Form.

6. Work Performed Outdoors and Extreme Heat Environments: For the safety and well-being of its employees, the City will provide water for employees and volunteers working outdoors or in extreme heat conditions at remote locations where there may not be an available supply of drinking water. The department may procure water and electrolyte powder for consumption at job sites.
7. Emergency Operations: During emergency operations of significant duration, employees may need to be provided with food and beverages in order to maintain their stamina and preserve good health. In certain circumstances (such as a hurricane), there may not be an available supply of food, water, or ice immediately prior to the event. When these situations occur, it is permissible for the department to procure food and beverages in advance of the event, in a reasonable quantity for the anticipated working period. At the end of hurricane season, or after a major event, any unused frozen foods may be prepared at a City facility and provided to employees as a benefit, with the prior approval of the City Manager. Every effort should be made to secure advance approval for purchases of food and beverages for emergency operations using the Working Meals and Refreshments Purchase Form. The City's Emergency Preparedness Coordinator is authorized to purchase a supply of bottled water at the beginning of hurricane season to hold in storage for use during an emergency event. Any unused bottled water may be used for authorized purposes in accordance with this policy.

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CHAPTER 13. SOLICITATION PROTESTS

13.01 GENERALLY

- A. Right to Protest. A bidder or proposer that has submitted a complete response to a formal solicitation and is adversely affected by the decision of the award may file a written protest in accordance to the process detailed in this Manual. Suspended or debarred vendors are ineligible to submit a bid protest. Failure to protest a City award under this Manual shall constitute a waiver of all rights to challenge a City award.
- B. Protest for Defect. An aggrieved bidder seeking to protest a City award based upon an alleged defect in the specifications of the City bid, may protest the City award only if the aggrieved bidder objected to the specifications as follows:
1. If City conducted any pre-bid meetings, the bidder must have attended, and objected to such specification, at the first meeting after the specifications were included in the City bid; or
 2. If no pre-bid meetings were held, the bidder must have objected in writing to the specification at least five days prior to the deadline for bids or submissions.
- C. Exclusions. The protest process shall not apply to the following:
1. City purchases under \$50,000 (unless an Invitation to Bid is used)
 2. Purchases exempt from competition solicitation as provided for in this Manual
 3. Contracts awarded under “Single Source” provisions of this Manual and 287.057(3)
 4. Contracts procured through “Piggy-back” provisions of Florida law

13.02 PROTEST PROCESS



- A. Notice. An aggrieved bidder shall submit a written notice of intent to protest to the Property and Procurement Officer within (3) days of the “*Notice of Intent to Award*” posting within the City’s electronic procurement system. The formal protest must be filed within five (5) days after submitting the notice of intent. The written protest must include the following:
1. Company name, address, phone number, and the contact person’s name responsible for the protest.
 2. Email address for communication and updates about the protest.

3. The City's solicitation number, title, closing date and proposed award date.
4. The specific action or decision being protested.
5. The detailed basis for the protest with all supporting information.
6. The requested relief or corrective action.
7. Evidence that all reasonable efforts were made during the solicitation process (e.g., asking questions, requesting clarifications, seeking addenda) to resolve the issue before filing the protest.
8. A signature from an authorized agent of the company.

B. **Stay of Procurement During Protest.** The City shall stop the solicitation or contract award process until the protest is resolved, unless the City Manager provides a written explanation showing that continuing without delay is necessary to prevent a serious threat to public health, safety or welfare.

C. **Procurement Review.** The Property and Procurement Officer shall review the protest and try to resolve it informally without formal rules of evidence. After reviewing the facts, the Officer shall decide to:

1. Approve the protest and recommend corrective action to be the subject of a further City award; or
2. Deny the protest and refer to the protester to the City Manager; or
3. Cancel the solicitation if it is the City's best interest, as stated in the solicitation.

D. **Informal Hearing.** The City Manager has the authority to review and try to resolve the protest informally. The City Manager may decide based on written material or may hold an informal hearing. During the hearing, parties can present evidence and arguments; but witnesses shall not be sworn, cross-examined and no formal rules of evidence shall apply. Any new material facts identified as a result of the informal hearing will be considered and no additional information will be considered thereafter. Within seven (7) days of the informal hearing, the City Manager shall:

1. Approve the protest and recommend corrective action to be the subject of a further City award; or
2. Deny the protest, and the protestor has the right to appeal to the City Council; or
3. Cancel the solicitation if it is the City's best interest, as stated in the solicitation.

E. **Appeal to City Council.** If a protestor wishes to continue a protest after the protest has been denied in the informal hearing, or after the protest has been granted but the protestor is not satisfied with the corrective action, the protestor may appeal the City Manager decision to City Council. The appeal request must be submitted to the Property and Procurement Officer within three (3) days of the City Manager's written decision. City Council will consider only information previously submitted and reviewed in the informal

hearing. No new protest information will be presented before the City Council. The City Council shall consider the protest at a regular or special City Council meeting. The parties will receive at least three (3) days' notice of the scheduled meeting date. The decision of the City Council shall be final.

- F. Subsequent Protest. This Manual shall apply to the new award. However, in any future protest, the decision-maker(s) may consider specific findings of fact from the earlier protest. To protect their rights, interested parties are advised to intervene in a prior protest.

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CHAPTER 14. SUSPENSION AND DEBARMENT

14.01 AUTHORITY

The Chief Financial Officer may suspend or debar, the right of a vendor to be included in a vendor database and prohibit such vendor to submit a response to ~~bid or propose on~~ a competitive solicitation or quote. Any bid or response from that vendor shall be rejected; provided however, the City Council shall have the power to waive or lift such suspension or debarment.

14.02 SUSPENSION

A vendor may be suspended for a period not to exceed two (2) years as determined by the Chief Financial Officer and approved by the City Manager based upon the following:

1. Vendor has terminated, defaulted, failed to perform, or failed to fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City; or
2. Vendor commits any fraud or misrepresentation in connection with any competitive solicitation or contract with the City; or
3. Vendor or its officer(s) is charged by a court of competent jurisdiction with a criminal offense in an incident related to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
4. Vendor is charged by a court of competent jurisdiction with any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which is determined to currently, seriously, or directly affect responsibility as a city government contractor. If charges are dismissed or the vendor found not guilty, the suspension shall be lifted upon written notification and proof of final court disposition provided by the vendor to City; or
5. Vendor becomes insolvent, has proceedings in bankruptcy instituted, or compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or
6. Vendor who violates the ethical standards set forth in local, state, or federal law; or
7. Any other cause the Chief Financial Officer determines to be so serious and compelling as to materially and adversely affect the responsibility of a business as a city contractor, including but not limited to suspension.

14.03 DEBARMENT

Debarment of any vendor shall require City Council approval. A vendor may be permanently debarred for the following:

1. Termination, default, failure to perform, or fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City two (2) times within any ten (10) year period; or
2. Conviction by, or judgment obtained, in a court of competent jurisdiction for those offenses in connection with the vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition; or
3. Conviction of a public entity crime as defined by F.S. § 287.133, shall result in debarment to transact business with the City.

14.04 PROCESS

1. Suspension. After the Chief Financial Officer has determined that there is cause to suspend a vendor, and the City Manager has approved the recommended suspension, the Chief Financial Officer shall notify the vendor in writing of the period of suspension and the reasons for the action taken. The suspension shall be final and conclusive.
2. Debarment. Notice of the charge for which debarment is proposed shall be delivered to the vendor and thereafter, an opportunity to be heard and present evidence in opposition shall be afforded to the vendor before the City Council. The debarment shall be final and conclusive.

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CHAPTER 15: GLOSSARY AND DEFINITIONS

1. **Agency:** A state agency, local government, school district, or a school board.
2. **Aggrieved Bidder:** A bidder who may be negatively impacted by a City award, including: a bidder not recommended for award, but who might receive the award if their protest is accepted (e.g., second lowest or the lowest responsible and responsive bidder); a previously disqualified bidder; or the bidder who was awarded contract.
3. **Amendment:** A formal change to a contract or document.
4. **Best Value:** The overall best choice based on factors that include, but are not limited to, price, quality, design, time, and workmanship.
5. **Bid:** A formal written offer from a vendor to furnish goods, products or services to the City.
6. **Bid Security:** Go to Bonds.
7. **Bidder:** A person or company participating in a City bid to win a contract, including anyone protesting the bid specifications.
8. **Bid Threshold:** The dollar amount set by ordinance where purchases above this amount must be competitively bid, except for contractual service, single source, and piggyback contracts
9. **Blanket Purchase Order:** A contractual arrangement for a supplier to deliver goods or services during the fiscal year at a set price.
10. **Bonds (General):** A guarantee from a bonding company that the bidder will meet the requirements of a bid or contract. This ensures compliance, payment, or performance.
 - a. **Bid Bond:** A guarantee to a project owner that a contractor can fulfill the contract obligations.
 - b. **Payment Bond:** A surety bond is posted by a contractor to guarantee that its subcontractors and material suppliers on the project will be paid.
 - i. They are required in contracts over \$35,000 with the Federal Government and must be 100% of the contract value.
 - ii. They are often required in conjunction with performance bonds.
 - c. **Performance Bond:** A Performance bond is a financial instrument issued by a financial institution, such as insurance company or bank to the investor, to ensure the contractor's successful execution of a contract.
 - d. **Bid Security:** A bid bond or cashier's check that ensures the bidder will sign the contract and provide the required insurance and Performance and Payment Bonds within a specified time, after the award.
11. **Change Order:** An authorized modification or amendment to an original purchase order or construction contract that changes the contractor's scope of work, the price, the schedule, or some other term of the contract.
12. **City:** The City of Jacksonville Beach, Florida.
13. **City Award:** A decision by the City Council to award, disqualify or reject all bids.
14. **City Bid:** A request or solicitation by the City to contract with a vendor for the provision of goods or services to the City by way of bid, request for proposal, letter of interest, or invitation to negotiate.

15. **Commodity:** Any supplies, materials, or equipment purchased, or leased by the City.
16. **Competitive Award:** A contract award based on sealed bids or proposals, in response to an invitation to bid or request for proposals, including construction management or design/build contracts approved by City Council.
17. **Cone of Silence or Lobbying Blackout:** A rule that prohibits communication about solicitation or procurement with other bidders, City departments, officials, Council members, or employees during the submission period, except for inquiries made directly to the Property and Procurement Division.
18. **Consultants' Competitive Negotiations Act (CCNA):** A Florida law governing procurement of architectural, engineering, landscape architecture, and registered surveying and mapping services found in Section 287.055 of the Florida Statutes.
19. **Construction Management at Risk (CMAR):** A method where a construction manager is hired by the City to consult on a construction project's development.
20. **Continuing Services Contract:** A professional services contract between the City and a contractor, following Florida Statute 287.055, where the contractor provides services for construction projects. The contract may be for a fixed term or with no time limit, but it must include a termination clause.
21. **Continuing Contract:** A contract with a construction management company for work during a set period of time, which covers construction projects described by type, which may or may not be identified at the time of contract signing. (255.32(1)(c)) Florida Statutes
22. **Contract:** A legally binding written document, used by the City and vendor/contractor to stipulate the terms and conditions that will guide acquisition of goods and services, pursuant to the Procurement Manual.
23. **Contractor:** A person or company who bids or applies to bid on City work or provides goods or professional services to the City. In this Manual, the terms Contractor and Vendor may be used interchangeably.
24. **Contractual Services:** The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors.
25. **Day:** If not otherwise specified, a day shall be interpreted as a calendar day. A business day excludes weekends and public holidays.
26. **Design-build:** A construction process where one company, the design-builder, handles both the design and construction of the project.
27. **Electronic Procurement System:** A digital platform to manage and automate the purchasing process.
- 27-28. **Emergency:** For the purposes of this Manual, defined as a circumstance when a service interruption or equipment failure occurs or threatens to disrupt or shut down a significant portion of a facility and/or infrastructure, or poses an immediate threat to public health, safety, property damage, or security.
- 28-29. **Emergency Purchase:** An unforeseen, immediate need to purchase outside the normal procurement procedures because delay would disrupt essential operations and

services; create or exacerbate a threat to public health, welfare, and safety; damage or destroy public or private property.

- ~~29-30.~~ **Evaluation Committee:** A group that evaluates, scores and ranks proposals submitted in response to a Request for Proposal for compliance with the specifications contained in the Request. The Evaluation Committee makes recommendations for the award.
- ~~30-31.~~ **Fiduciary Duty:** The obligation to place the interests of the City of Jacksonville Beach, its citizens, customers, and the public above direct or indirect personal interests.
- ~~31-32.~~ **Firm:** Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state. (287.055) Florida Statutes.
- ~~32-33.~~ **Formal Purchase Process:** Purchases over \$50,000 that must go through a competitive bidding process, and the award requires City Council approval.
- ~~33-34.~~ **Governmental Entities:** Any organization that operates under government control, including federal, state, and local governments, and their various departments, agencies, political subdivisions like counties, cities, and school districts.
- ~~34-35.~~ **Informal Purchase Process:** Purchases that are less than \$50,000 where competitive quotes are required.
- ~~35-36.~~ **Interested Party:** A bidder whose financial interest would be affected by a City contract award.
- ~~36-37.~~ **Invitation to Bid (ITB):** A written solicitation for competitive sealed bids with the title, date, and hour of bid opening designated and specifically defining the City needs; used when the City can establish precise specifications defining the actual commodity or group of commodities or service required.
- ~~37-38.~~ **Invoice:** A document that itemizes charges for the purchase of goods and services. It tells the City what is owed and should match the contract terms and purchase order.
- ~~38-39.~~ **Lobbying Blackout:** A rule that prohibits communication about solicitation or procurement with other bidders, City departments, officials, Council members, or employees during the submission period, except for inquiries made directly to the Property and Procurement Division.
- ~~39-40.~~ **Lobbying Blackout Period or Cone of Silence:** The period begins upon issuance of a solicitation and concludes at either (a) the meeting at which the City Council will be presented the award(s) for approval or for a request to provide authorization to negotiate a contract or (b) for awards requiring City Manager approval, upon the issuance of a *"Notice of Intent to Award"*.
- ~~40-41.~~ **Master Service Agreement:** Sometimes known as a framework agreement, a Master Service Agreement is a contract where parties agree to most of the terms that will govern future transactions or agreements.
- ~~41-42.~~ **Minor Irregularity:** A small mistake in the solicitation process that does not affect the price or does not give one bidder an unfair advantage or does not harm the interests of the contracting party.

- ~~42-43.~~ **Notice of Intent to Award:** A written notice, which is publicly displayed before the contract is signed, that shows which vendor has been chosen for the contract.
- ~~43-44.~~ **Party:** The City, respondent, protestor, intervenor, vendor, or contractor.
- ~~44-45.~~ **Phase:** A distinct period or stage within a project, intended to mark the beginning and ending of logical progression toward a predefined accumulation of work.
- ~~45-46.~~ **Piggyback:** Procurement pathway where the City uses bids already competitively awarded by other government agencies (federal, state, or local) or cooperative organizations, or procurement associations to make purchases. The piggyback pathway is exempt from competitive solicitation requirements.
- ~~46-47.~~ **Pre-qualification:** A process to determine if a vendor or group of vendors is qualified to bid on or submit a proposal for specific items or services that is usually associated with and RFP (request for proposal) or RFQ (request for qualifications).
- ~~47-48.~~ **Procurement:** Buying, renting, leasing or otherwise acquiring any goods or services for public use, following laws, rules, regulations and procedures to ensure public funds are spent wisely. This includes everything from supplies, materials, equipment and/or services to contractual services, design professional services, professional services, construction projects and capital improvement projects required by the City regardless of the source of funds.
- ~~48-49.~~ **Professional Services, A/E (Architect or Engineer):** Services related to architecture, engineering, landscape design, or surveying and mapping, provided by licensed professionals in those fields.
- ~~49-50.~~ **Project:** A planned or unexpected event involving fixed capital outlay activity which may include (1) a grouping of minor construction, rehabilitation, or renovation activities or (2) a grouping of substantially similar construction, rehabilitation, or renovation activities. (255.32(1)(b)) Florida Statutes.
- ~~50-51.~~ **Protest:** A complaint filed about a City contract award.
- ~~51-52.~~ **Protestor:** The person or bidder who files a complaint against a City award.
- ~~52-53.~~ **Public-Private Partnership (P3):** A contractual agreement between a public agency (federal, state, or local) and a private sector person or entity for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement.
- ~~53-54.~~ **Public Purpose:** The use of public funds must primarily benefit and promote the welfare of the City of Jacksonville Beach, citizens, and customers. The use of public funds must be directly related to the functions performed by the City of Jacksonville Beach and Beaches Energy Services. An expenditure that primarily benefits a private interest is unlawful, even if it may incidentally serve a public purpose.
- ~~54-55.~~ **Purchase Order:** An offer to buy goods or services upon specified terms and conditions.
- ~~55-56.~~ **Purchasing Card:** A charge card used by organizations to make electronic payments for goods and services, like a consumer credit card.
- ~~56-57.~~ **Purchasing Card Representative:** A designated Department staff member responsible for managing specific transactions, which can be organized by vendor,

project, or purchase type (or a logical group of transactions). The PC is the main point of contact with the vendor, is accountable and responsible for communication with the vendor regarding purchase orders (POs), invoicing, contract compliance, and related matters.

~~57-58.~~ **Purchasing Coordinator:** The Purchasing Coordinator (PC) is a designated Department staff member responsible for managing specific transactions, which can be organized by vendor, project, or purchase type (or a logical group of transactions). The PC is the main point of contact with the vendor, is accountable and responsible for communication with the vendor regarding purchase orders (POs), invoicing, contract compliance, and related matters.

~~58-59.~~ **Renewal:** Contracting with the same vendor for an additional term after the initial contract period, according to terms specifically providing for renewal in the original contract.

~~59-60.~~ **Quotation:** Informal bid or price for goods or services made by email or in writing.

~~60-61.~~ **Request for Information (RFI):** A request from an agency to vendors asking for information about products or services. Responses are not binding offers and cannot form a contract.

~~61-62.~~ **Request for Proposals (RFP):** A formal request for competitive sealed proposals, used when the required goods or services cannot be clearly defined.

~~62-63.~~ **Request for Qualifications (RFQ):** A request to gather statements of qualifications from potential development teams or consultants.

~~63-64.~~ **Request for Quote:** A procurement method for small order amount.

~~64-65.~~ **Requisition:** Document used to request a specific good or service at a set price.

~~65-66.~~ **Responsive Bid/Proposal/Reply:** A bid, or proposal, or reply submitted by a vendor that meets all the key requirements of the solicitation.

~~66-67.~~ **Responsible Vendor:** A vendor that submits a bid, proposal, or reply that fully complies with the terms and requirements in the solicitation.

~~67-68.~~ **Single Source Purchases:** A procurement pathway where only one vendor can supply the goods or services; or one product or brand can support or maintain a previously installed system and ensure compatibility, eliminating the sense in obtaining a second competitive quote.

~~68-69.~~ **Specifications:** The detailed requirements, terms, conditions, and processes outlined in a City bid.

~~69-70.~~ **Standardization:** The practice of adopting a single product or group of products to be used consistently for compatibility with ancillary equipment, controls, or employee training/familiarity.

~~70-71.~~ **Surplus and Salvaged Property:** Personal property that is worn out, damaged, outdated, or no longer usable for its original purpose.

~~71-72.~~ **Term Contract:** A pre-established agreement for the procurement and delivery of specified goods or services over a defined period.

~~72-73.~~ **Vendor:** See Contractor

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CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	August 17, 2026
SUBJECT:	Leadership Florida Travel

BACKGROUND

Leadership Florida is a unique organization that takes a holistic view of the conditions and challenges facing our great state and offers a continuum for expanding the impact of community leaders across the state. Each Leadership Florida program is designed to enhance understanding of issues critical to Florida.

Florida Leadership's Cornerstone Class is a nine-month program consisting of a series of two and three-day sessions held in cities throughout the state, the culmination of which is the equivalent of a sixth session where they will join fellow Leadership Florida members at the Annual Meeting. The program dates are as follows:

October 23-25, 2026: River Ranch
December 16-18, 2026: Jacksonville
January 13-15, 2027: Tallahassee
March 10-12, 2027: Fort Lauderdale
April 14-16, 2027: Miami
June 3-6, 2027: Annual Meeting

This item is to authorize the Mayor to attend Leadership Florida's Cornerstone Class and for the City to fund \$2,750.00 to cover half of the \$5,500.00 tuition cost. The Mayor will fund associated travel costs.

FINANCIAL IMPACT

The FY26 budget has sufficient funds to accommodate one-half of the tuition cost.

REQUESTED ACTION

Authorize the Mayor to attend Leadership Florida and for the City to fund one-half of the tuition cost

ATTACHMENTS

1. Leadership Florida About Us Page

About Leadership Florida

We are Leadership Florida—a statewide community of leaders working for a better Florida.

MISSION

We convene a statewide community of leaders to recharge their leadership skills and to educate and inspire them to work for a better Florida. We provide meaningful forums for sharing essential information and viewpoints; we create opportunities for experiences that are inviting, inspiring, and of lasting value.

VISION

As a strong, trusted, diverse, and growing community of Florida leaders, we are an important catalyst for creating new opportunities for our state through our powerful connection to one another.

VALUES

We are unified in our respect for and accessibility to one another, and in our passion for Florida. We draw strength from our diversity.

WHO IS LEADERSHIP FLORIDA?

Leadership Florida is a unique organization that takes a holistic view of the conditions and challenges facing our great state and offers a continuum for expanding the impact of community leaders across the state. Created in 1982 by the Florida Chamber of Commerce, Leadership Florida seeks to build a sense of statewide community by identifying and educating individuals who have the passion, commitment, and positioning to help make great things happen.

The individual contributions of over 1,800 active Leadership Florida members are multiplied by their collective strength and enhanced by the distinct and diverse regions of Florida in which they reside. The members of Leadership Florida are dedicated not only to their local communities but also to the statewide community of Florida. From its vibrant annual classes to active region groups, to its broad committee structure encouraging long-term involvement by all members, Leadership Florida is a dynamic organization designed to promote statewide leadership. While leadership programs exist locally and in many other states, none rival Leadership Florida's ambitious class offerings.

Knowledge is a key element of leadership, and each Leadership Florida program is designed to enhance understanding of issues critical to Florida. Leadership Florida also develops bonds among Floridians who combine their talents and resources to build an even greater Florida, community by community.

Leadership Florida is a Non-Profit Organization

100% of each contribution is received by Leadership Florida Statewide Community Foundation, Inc., a 501 (c)(3) nonprofit foundation. Leadership Florida holds registration SC-04988 with the Department of Agriculture & Consumer Services. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800) 435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

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(<https://www.facebook.com/leadershipflorida>)

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(<https://www.linkedin.com/company/leadership-florida/>)



(<https://www.instagram.com/leadershipflorida>)

 (/contact-us)

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Resources

Leadership Florida Staff

(/staff)Media (/news/press-releases)

Privacy Policy (<https://www.leadershipflorida.org/legal>) (<https://www.livechatinc.com/>)

Our Members

Our members represent the highest levels of leadership from Florida's many diverse sectors. Although leadership programs exist in other states, none rivals Leadership Florida's ambitious offerings for multiple levels of leadership through our Leadership Florida Cornerstone, Executive, Connect, and Education Class Programs.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	August 17, 2026
SUBJECT:	One-year Extension with Stuart C. Irby Co. for the purchase of Group-Operated Air Break Switches

BACKGROUND

On August 21, 2023, Bid #2223-07 was awarded by the City Council to Stuart C. Irby Co., for the purchase of Group-Operated Air Break Switches. The Agreement had an initial three-year term beginning August 21, 2023, with an option to renew for two additional one-year extensions for a maximum term of five years, if mutually agreeable by both parties under the same terms and conditions as the original Agreement.

Both parties are agreeable and desire to extend the Agreement for the first one-year term.

FINANCIAL IMPACT

Group operated air break switches are stocked in inventory and funding is included in the Beaches Energy Services annual operating budget.

REQUESTED ACTION

1. Approve the First Amendment to and First One-year Extension of the Agreement for 34.5kV Group-Operated Air Break Switches with Stuart C. Irby Company; and
2. Authorize the City Manager to approve any subsequent price increases and extensions through the maximum contract term

ATTACHMENTS

1. First Amendment to and One-year Extension of the Agreement for 34.5kV Group Operated Air Break Switches

**FIRST AMENDMENT TO AND FIRST ONE-YEAR EXTENSION OF THE AGREEMENT FOR
34.5kV GROUP OPERATED AIR BREAK SWITCHES (BID #2223-07) BETWEEN STUART C.
IRBY COMPANY, LLC, AND THE CITY OF JACKSONVILLE BEACH, FLORIDA**

THIS FIRST AMENDMENT AND FIRST ONE-YEAR EXTENSION ("First Amendment and First One-year Extension") is made on August 21, 2026, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, 11 N. Third Street, Jacksonville Beach, FL 32250 ("City") and Stuart C. Irby Company, LLC, 815 Irby Drive, Jackson, MS 39215 ("Irby"), to amend and extend the Agreement for 34.5kV Group Operated Air Break Switches provided by Irby to the City.

WHEREAS, on May 3, 2023, the City published Bid No. 2223-07 advertising its intent to procure 34.5kV Group Operated Air Break Switches for the City of Jacksonville Beach d/b/a Beaches Energy Services for a period of three years with an option to extend the term for two additional one-year periods; and

WHEREAS, on August 21, 2023, the City of Jacksonville Beach City Council awarded Bid No. 2223-07 to Irby for the procurement of 34.5kV Group Operated Air Break Switches at the cost of \$15,884.00 per unit for the first three years (the "Agreement"); and

WHEREAS, on July 9, 2026, Irby requested and the City agreed to a price increase of the 34.5kV Group Operated Air Break Switches to \$17,216.00 per unit through September 2026; and

WHEREAS, the parties mutually agree to amend the Agreement to provide for the price increase and to extend the Agreement for the first one-year period; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this amendment and extension, the parties agree:

1. Effective August 21, 2026, the approved price for 34.5kV Group Operated Air Break Switches shall be \$17,216.00 per unit through September 2026. Pricing shall be subject to further adjustment after that time subject to mutual agreement of the parties.
2. The term of the Agreement is hereby extended for the first one-year term commencing August 21, 2026, and expiring on August 21, 2027.
3. All other respects, requirements, and provisions of the specifications for Bid No. 2223-07 34.5kV Group Operated Air Break Switches not specifically amended herein remain unchanged and in full force and effect.

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[SIGNATURES ON THE FOLLOWING PAGE]

**FIRST AMENDMENT TO AND FIRST ONE-YEAR EXTENSION OF THE AGREEMENT FOR 34.5kV
GROUP OPERATED AIR BREAK SWITCHES (BID #2223-07) BETWEEN STUART C. IRBY
COMPANY, LLC, AND THE CITY OF JACKSONVILLE BEACH, FLORIDA**

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:

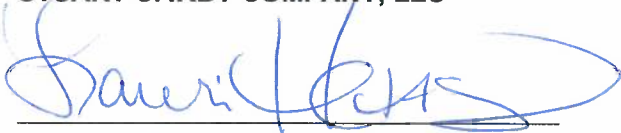
Molly Alleger, City Clerk

David Migut, City Attorney

Date Signed

STUART C. IRBY COMPANY, LLC

(AFFIX CORPORATE SEAL)



LAURI HETTIG

Print Name

INSIDE SALES REP.

Title

7/28/2026

Date Signed

ATTEST:

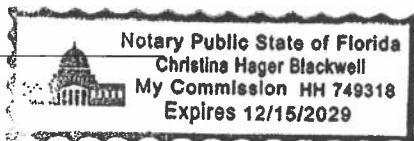


Christina Blackwell

Print Name

Asst Branch Mgr
Irby Notary

Title





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Trevor Hughes, Chief of Parks Maintenance and Development
DATE:	August 17, 2026
SUBJECT:	E-Z-GO Golf Cart Lease

BACKGROUND

The City currently leases 72 E-Z-GO golf carts for use at the Jacksonville Beach Golf Club. The current lease is a 52-month term and is scheduled to expire in April 2027. Due to the exceptionally high volume of play at the golf course, the existing fleet has experienced significant wear and tear. Jacksonville Beach Golf Club consistently hosts more than 65,000 rounds annually, compared to the average public golf course, which averages approximately 35,000 to 40,000 rounds per year. This increased utilization has resulted in accelerated mechanical wear, higher maintenance costs, increased downtime, and a decline in the overall appearance of the fleet. Continuing to operate the existing carts through the remainder of the current lease is expected to further increase repair costs and negatively impact customer service.

E-Z-GO will have new carts available in October 2026. They are willing to forego the remaining 7 months of the existing lease and provide a new lease term of 42 months. The shorter lease term will allow the City to replace the fleet on a more appropriate life cycle, helping maintain reliable equipment while reducing long-term maintenance expenses.

In addition to 72 golf carts, the proposed lease includes the replacement of the fleet's GPS system and two utility vehicles to support daily golf course operations:

- One utility vehicle for transporting trash, supplies, and maintenance materials.
- One range picker for collecting driving range balls.

This procurement is available through the competitively solicited and publicly awarded OMNIA Partners Cooperative Purchasing Program.

FINANCIAL IMPACT

The monthly cost of the three lease agreements will be \$14,103.50. The total cost for the 42-month agreement is \$592,347. Annual funding is included in the Golf Course operating budget.

REQUESTED ACTION

Approve/Disapprove a Lease with E-Z-GO for Seventy-Two Golf Carts, Seventy-Two GPS units, One Utility Vehicle, and One Range Picker contingent upon approval of the resolutions authorizing the negotiation, execution, and delivery of each Lease Agreement

ATTACHMENTS

1. E-Z-GO Fleet Omnia Pricing 2026



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

2. Huntington Bank Lease Documents

The Best Will Always Have Our
Name On It.



PREPARED FOR:

Jacksonville Beach Golf Course

Partner with the Industry Leader



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

July 15, 2026

Jacksonville Beach Golf Course
1460 A SHETTER AVENUE
JACKSONVILLE BEACH, 32250

Dear Tony Street,

E-Z-GO® is honored to prepare this exclusive proposal for Jacksonville Beach Golf Course and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELITE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Jacksonville Beach Golf Course.

With sincere appreciation,

Ken Petter
Territory Sales Manager
kpetter@textron.com



Proposal

Jacksonville Beach Golf Course

July 15, 2026

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

ADVANCED INTELLIBRAKE TECHNOLOGY

SAMSUNG SDI LITHIUM BATTERIES

UNBEATABLE ENERGY EFFICIENCY

LOWEST COST OF OPERATIONS

ACCESSORIES

Body Color Slate Gray	72
Standard Seat Gray	72
Hole-in-One 18x8.50-8, 4 Ply, White Steel Wheel	72
8 Spoke, Silver 8"	72
2.2 Single ELiTE Battery Pack	72
Light World Charger, ELiTE (3 m [10 ft] Cord)	72
Frame - E-Shield E-Coat Enhanced Coating	72
E-Brake Release Tool	1
Tow Bar Casual	1
Curtis Handheld Controller Tool	1
USB Port	72
Cooler & Bracket (Both)	144
Sand Bottle (Single) (Both)	144
Windshield Mounted Message Holder	72
Sun Canopy, 54" Black	72
Windshield, Fold Down (54')	72
Bag Cover Kit Black, 54' Canopy	72
Fuel Surcharge	72
Custom Logo/Decals	72
Freight	72
Pace Wiring Harness Screens	72



Proposal

Jacksonville Beach Golf Course

July 15, 2026

HAULER 800X GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	800-LB VEHICLE LOAD CAPACITY	FUNCTIONAL DASHBOARD WITH STORAGE
8.4-CU-FT CARGO BED	HEADLIGHTS & BRUSHGUARD	LIFTED SUSPENSION

ACCESSORIES

K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
Body Color Forest Green	1
Side Decals Matte Black	1
Contoured Seat Gray	1
Two Wheel Mechanical Brakes	1
Steering Wheel with Scorecard Holder	1
Large Fender Flares	1
12 Volt Heavy Duty Battery	1
Halogen Headlights	1
Tail Lights and Brake Lights, 2W/4W	1
Fuel/Oil Gauge	1
Hour Meter	1
USB Outlet (not available with CE)	1
Superintendent - Storage Package (Glove Box Door, Shelf, Mats)	1
Plastic Bed Box (Manual Lift)	1
2 in (5 cm) Receiver (Rear)	1
DFK Ball Cage - ROPS Certified	1
Easy Picker Range Picker Adapter (* Brushguard not available)	1
Custom Logo/Decals	1
Freight	1



Proposal

Jacksonville Beach Golf Course

July 15, 2026

HAULER PRO ELITE

STANDARD FEATURES

COLOR: FOREST GREEN WITH GREY SEATS	K500, 18X8.5-8, 6 PLY TIRES ON BLACK WHEELS	TWO WHEEL MECHANICAL BRAKES
ELITE TWIN 4.2 BATTERIES WITH ELITE WORLD CHARGER	DC/DC CONVERTER	HALOGEN HEADLIGHTS, BRUSH GUARD

ACCESSORIES

K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
10" Silver Wheel Cover (Set of 4)	1
Body Color Forest Green	1
Side Decals Matte Black	1
Contoured Seat Gray	1
Two Wheel Mechanical Brakes	1
Limited Slip Differential	1
Brush Guard	1
Steering Wheel with Scorecard Holder	1
Small Fender Flares (Included with 10" wheels)	1
Charger Cord - 5M (16ft) North American (For on board charger)	1
DC Converter (30 amp)	1
World Charger, ELITE (3 m [10 ft] Cord)	1
Halogen Headlights	1
Brake Lights & Tail Lights	1
Multifunction Gauge: Speed, State of Charge, Hour Meter	1
Hour Meter (Electric Models)	1
USB Outlet	1
ELITE 4.2 Batteries	1
Superintendent - Storage Package (Glove Box Door, Shelf, Mats)	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
Sun Canopy Top, Plastic, Black	1
Windshield, Fold Down (54')	1



Proposal

Jacksonville Beach Golf Course

July 15, 2026

PACE 10EX (42 MO)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	10" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	ENHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Proposal

Jacksonville Beach Golf Course

July 15, 2026

New Carts/New 10EX GPS

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2027	RXV ELiTE	72	42 Month	\$149.50	\$10,764.00
	2027	Hauler 800X Gas	1	42 Month	\$279.00	\$279.00
		PACE 10EX (42 Mo)	72	42 Month	\$38.00	\$2,736.00
	2027	Hauler Pro ELiTE	1	42 Month	\$324.50	\$324.50
					MONTHLY AMOUNT	\$14,103.50

New Carts/Refurbished 10EX GPS

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2027	RXV ELiTE	72	42 Month	\$149.50	\$10,764.00
	2027	Hauler 800X Gas	1	42 Month	\$279.00	\$279.00
		PACE 10EX (42 Mo)	72	42 Month	\$27.00	\$1,944.00
	2027	Hauler Pro ELiTE	1	42 Month	\$324.50	\$324.50
					MONTHLY AMOUNT	\$13,311.50

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan - Dec	October 2026	November 2026

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, **Jacksonville Beach Golf Course** current lease schedule(s) **008-0746378-105** will be terminated after **Oct 15, 2026** payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, **Jacksonville Beach Golf Course** current lease schedule(s) **008-0746378-302** will be terminated after **Oct 15, 2026** payment has been made provided the lease is current and in good standing.

This last payment date is subject to change due to shifts in the delivery timeline. Unless otherwise stated, the last payment will coincide with the month of the new delivery.

SPECIAL CONSIDERATIONS

This proposal is tied to the Omnia Piggyback Contract. Contract #R210201.

Please refer to proposal package attached regarding Samsung Gen 3 Battery Pack Automotive Safety Standards along with our auto brake technology versus the competition. The Pace 10EX Refurbished screen option is a certified 10 inch GPS unit with dual band technology. Will look and perform just like the new Pace 10EX units. They would also come with warranty throughout the full 42 month term just like the new units.

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:



Proposal

Jacksonville Beach Golf Course

July 15, 2026

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it’s our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, commodities and other factors will be determined 45 days prior to delivery.

The terms of the Pace Technology Data Systems Agreement (available under “Download Documents” at <https://ezgo.com/pacetechnologyprivacy>) governs the use of Pace Technology systems and services, including the entry and processing of any Personal Data.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

Jacksonville Beach Golf Course

Accepted by: _____

Title: _____

Date: _____

E-Z-GO

Accepted by: _____

Title: _____

Date: _____



Gen 3 Samsung SDI Safety Features

Overview - Battery Pack Thermal Propagation

- SDI battery packs have an optimized design to prevent cell ignition
 - Each cell is monitored during operation & will disable the pack if an abnormality is detected
 - LEV specific features: moisture sensor, periodic diagnostic wake up, forced discharge
 - Cell and pack structure are optimized to prevent thermal propagation
 - The built-in fire suppression system (FSS) extinguishes fire quickly to prevent secondary fires

Periodic Wake-Up

- The BMS performs a self diagnostic scan every 2 hours, even when the module is turned off
- Self diagnostic protocol analyzes voltage, current, and temperature, and if a problem occurs, the module is disabled and discharged of energy

Water Sensors

- Excess moisture intrusion in a battery can lead to short circuit and possibly fire
- Water sensors can disable and discharge the battery pack when excess moisture ingress is detected
- The sensors are placed in locations where water is likely to accumulate if it enters

Forced Discharge

- If a defect in the battery module pack is detected, the Samsung SDI Battery Management System (BMS) controller performs a forced discharge through the coil of the motor to neutralize the defective module
- The vehicle is disabled, the battery module pack is discharged, and battery energy is safely depleted

Fire Suppression System

- Cells are designed to vent possible flame and heat out the bottom of the cell. The extinguishing agent and metal cover are positioned beneath the cells to capture and extinguish any vented flames/heat
 - **How it works:** Liquid extinguishing agent is activated, reducing ambient temperature as agent vaporizes. The vaporized agent blocks oxygen, cutting off source flame's opportunity to expand

E-Z-GO RXV ELiTE vs Other Manufacturer's

Safety, Reliability, and Total Cost of Ownership

Core Positioning

- **E-Z-GO RXV ELiTE:**
Purpose-built solid-state braking system (no cables, no shoes) → safer, more consistent, and significantly lower maintenance
- **Competition Lithium (APB):**
Traditional mechanical braking system enhanced with automation → still dependent on wear components that require ongoing service

Feature	E-Z-GO RXV Elite	Competition
Primary braking method	Regenerative (motor-based)	Mechanical drum + assist
Brake cables	✗ None (primary system)	✓ Yes
Brake shoes	✗ None (primary system)	✓ Yes
Energy recovery	✓ Yes	✗ Minimal
Maintenance	Low	Moderate (adjustments, wear)
Stopping feel	Smooth / progressive	More traditional
Parking brake	Manual backup	✓ Automatic
Wear items	Minimal	Cables, shoes, linkages

Safety Advantage: E-Z-GO RXV ELiTE

Consistent, Predictable Stopping

- Regenerative braking delivers smooth, controlled deceleration every time
- Eliminates variability caused by:
 - Cable stretch
 - Shoe wear
 - Improper adjustment
- Provides uniform stopping performance across the entire fleet

Reduced Risk of Brake Degradation

- No brake shoes = no gradual loss of stopping performance

- No cables = no slack, snapping, or uneven tension issues
- System is electronically controlled vs mechanically dependent

Automatic Deceleration on Pedal Release

- Vehicle begins slowing immediately when driver lifts off accelerator
- Reduces:
 - Late braking scenarios
 - Operator error (especially among inexperienced drivers)
- Adds a passive safety layer without relying on driver input

Hill Control & Stability

- Motor-based braking actively controls downhill speed
- Minimizes:
 - Free rolling risk
 - Overuse of manual brakes on grades
- Enhances confidence on hilly courses and paths

Built-In Redundancy

- Regenerative braking = primary system
- Mechanical parking brake = backup safety layer
- Less reliance on mechanical wear parts while still maintaining fail-safe coverage

Lower Heat Generation = Safer Operation

- Traditional drum brakes create heat under repeated use (especially on hills)
- RXV system:
 - Uses electromagnetic resistance
 - Reduces risk of brake fade and performance loss under heavy usage

Competition System: Where Service & Risk Increase

Mechanical Wear = Inevitable Performance Decline

- Brake shoes wear down over time → reduced stopping effectiveness
- Cables stretch and require frequent adjustment
- Inconsistent maintenance can lead to:
 - Uneven braking across fleet
 - Safety variability cart-to-cart

Automatic Parking Brake ≠ Active Braking System

- APB activates after stopping, not during primary deceleration
- Does not eliminate reliance on:
 - Driver braking input
 - Mechanical system condition

Higher Risk of Component Failure Over Time

- Moving parts introduce:
 - Cable corrosion
 - Seizing linkages
 - Shoe glazing or contamination
- Increased exposure in:
 - Wet environments
 - Sand/debris-heavy courses

Service & Maintenance Comparison

E-Z-GO RXV ELiTE

Minimal Brake Service Requirements:

- No:
 - Shoe replacements
 - Cable adjustments
 - Brake drum resurfacing

- Focus is on inspection, not replacement

Result:

- Lower labor costs
- Less downtime
- More predictable fleet performance

Competition Lithium (APB)

Ongoing Required Maintenance:

- Routine:
 - Brake shoe inspection and replacement
 - Cable tension adjustments
 - Drum cleaning and resurfacing
- Periodic:
 - Cable replacement
 - APB actuator servicing

Operational Impact:

- Increased labor hours per fleet
- More carts out of service rotation
- Long-term cost creep in parts and labor

E-Z-GO eliminates the most failure-prone part of any golf car—the mechanical braking system—by replacing it with a consistent, electronic solution that improves safety, reduces maintenance, and delivers uniform performance across your entire fleet.

Key Differentiators to Drive Home

Safety

- Same stopping performance on Day 1 and Year 5
- No degradation from worn shoes or stretched cables
- Built-in deceleration reduces driver dependence

Reliability

- Fewer moving parts means fewer things to fail
- No mechanical variability across carts

Service Savings

- No brake jobs, no cable adjustments, no recurring wear parts
- Technicians spend less time on repairs and more time on uptime

Fleet Consistency

- Every cart stops the same with no surprises for members or guests

Bottom-Line Close

- **E-Z-GO RXV ELiTE = Safer, smarter, lower-maintenance system**
- **Competition = Traditional braking with added complexity and ongoing service burden**

Limited Warranty Terms and Conditions – RXV ELiTE Fleet Vehicles

The Textron E-Z-GO LLC. ("Company") provides that any new Model Year 2027 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications; shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions; is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way; shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;



Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION:



TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G27

Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler):	
• Frame –workmanship	Lifetime
• Gas Engine	3 years
• All other parts and components unless otherwise noted	2 years
• INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 days
Lead Acid Deep Cycle Batteries	Earlier of 2 years or 23,000 amp hours*
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
• ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline Vehicle without installation of a heavy duty 12V battery;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
- adjustments are made to the injection pump fuel delivery system or CVT system; or
- is equipped with non-standard tires not approved by the Company.



USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. **DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES.** SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.



FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE /
WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646529G27



This "Lease": Lease Number 20000053909 dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-69302
E-mail:
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305
E-mail: EFCustomerService@huntington.com

Number of Rental Payments	Rental Payments	Advances
42	\$10,764.00 (Plus any applicable taxes ¹)	First: \$0.00 Last: \$0.00 Total: \$0.00

EQUIPMENT LOCATION & DESCRIPTION:	
11 3rd St N, Jacksonville Beach, Duval, FL, 32250-69302 :	
(72) 2027 E-Z-GO RXVELiTE Golf Car, together with all attachments and accessories thereto	

¹ The Rental Payments do not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 2 for additional information and terms.

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

- RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on any such request made by a person it believes has authority to make such request on behalf of Lessee. Lessee acknowledges that the Rental Payments do not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rental Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same rate provided in this Section 2 (or as reasonably determined by Lessor). Lessee acknowledges and agrees that any adjustment to the Rental Payments made by Lessor pursuant to this Section 2 shall be due and paid by Lessee in accordance with this Lease, whether made with or without a written amendment, and, Lessee will promptly sign an amendment if so used.
- EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.

6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, reposessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee.
7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under applicable law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business or going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all

obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.

17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, Lessee must return the Equipment at its own expense, in good working order and in compliance with the "Return Condition Standards" set forth below, to Lessor or to a third-party designated by Lessor. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein. **Alterations and Attachments.** Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, reasonable wear and tear and depreciation excepted. If the Equipment financed is Golf Cars or Golf Carts, the Return Condition Standards are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value.
18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.
20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.
21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours

as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.

22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL:** This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease

ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor The Huntington National Bank

By: _____ Title: _____

Lessee City of Jacksonville Beach

By: _____

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR



FLORIDA ADDENDUM
TO LEASE AGREEMENT (EQUIPMENT RENTAL) NO. 20000053909 _____ Dated as of August
5, 2026 _____

LESSOR: **The Huntington National Bank**

LESSEE: **City of Jacksonville Beach**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Lease Agreement (Equipment Rental) No 20000053909 together with all Exhibits and Attachments and this Addendum, the "Lease". Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentences to the end of said Section:

Lessor and Lessee understand and intend that Lessee's obligation to pay rental payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of Lessee's ad valorem tax revenues, funds or moneys. Lessor and Lessee further understand that the use of the ad valorem taxing power to make rental payments cannot be compelled. Notwithstanding anything contained in this Lease to the contrary, all payments due under this Lease will be remitted in accordance with and governed by the mandatory provisions of the Florida Prompt Payment Act, sec. 218.70, Florida Statutes, et. seq.

2. **Section 6** of the Lease is hereby amended to be deleted in its entirety and replaced with the following:

TRUE LEASE: In the event this Lease is determined to be governed by Article 9 of the UCC, this Lease (i) shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; and (ii) this Lease is made under Minn. Stat. Sec. 334.022.

4. **Section 19** of the Lease is hereby amended by adding the following language to the end of said Section:

Upon return of Equipment to Lessor as required by this Section, Lessor will use our best efforts to lease or sell that Equipment upon such terms as Lessor, in our reasonable judgment, deem prudent. Lessor will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse all Lessor's costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay to Lessor an amount equal to the Fair Market Value for that Equipment at the time of the termination of the Lease; (iii) third, to pay to Lessor the amount necessary to satisfy Lessee's remaining obligations under the terminated Lease; and (iv) fourth, to remit any amounts thereafter remaining to Lessor. No deficiency will be allowed against Lessee.

5. **IF LESSEE IS A COUNTY**, Lessee represents and covenants that (a) if the original term of the Lease is greater than five years, rental payments under this Lease will be payable from sources other than ad valorem taxes, and (b) this Lease has been approved by Lessee's Board of County Commissioners prior to the commencement of this Lease.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank By: _____ Title: _____

Lessee City of Jacksonville Beach By: _____



INSURANCE AUTHORIZATION

PROPERTY COVERAGE

GENERAL/PRODUCT LIABILITY

Insurance Agent

Insurance Agent

Company Name

Company Name

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

Email

Email

This is to notify you that The Huntington National Bank ("Lessor") has financed certain goods to City of Jacksonville Beach (the "Lessee") pursuant to a Lease between Lessor and Lessee (the "Lease").

The Terms of the Lease require that:

1. The Huntington National Bank be named LOSS PAYEE under the PROPERTY DAMAGE provisions of the undersigned Lessee's "all risk" extended coverage policy and the goods be insured for an amount no less than their replacement cost.
2. The Huntington National Bank be named as ADDITIONAL INSURED under the comprehensive GENERAL AND PRODUCT LIABILITY provisions, where applicable, with a minimum coverage requirement of no less than \$1,000,000.00.

Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee.

The undersigned Lessee requests that insurance coverage described above be provided under the policy referenced above. **In addition, please issue endorsements adding The Huntington National Bank, its successors and assigns, as additional insured and lender's loss payee on all such insurance policies.** Lessee further requests that proof of coverage, with endorsements, be sent to:

The Huntington National Bank 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Please Reference:

Lessee: City of Jacksonville Beach

Account: 122,085,824

In addition, the undersigned Lessee appoints and authorizes The Huntington National Bank, its successors and assigns, as its attorney-in-fact (1) to procure further policies from insurer or to increase the level of coverage on existing policies with insurer in the event that Lessor and the undersigned Lessee enter into agreements for the financing of additional goods in the future, and (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of and/or application of policy proceeds with respect to the Equipment or any other equipment now or hereafter financed with Lessor, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. This appointment and authorization are intended to be continuous.

The undersigned Lessee agrees that Lessor or the insurer may accept a facsimile copy of this document bearing facsimile signatures, which shall be deemed an original for all purposes.

Lessee City of Jacksonville Beach

By: _____

OPINION OF COUNSEL

Date: August 6, 2026

Lessee: City of Jacksonville Beach
11 3rd Street North
Jacksonville Beach, Florida 32250-6930

Lessor: The Huntington National Bank
11100 Wayzata Boulevard, Suite 700
Minnetonka, MN 55305-5517

Re: Contract 20000053909, dated as of August 5, 2026, by and between City of Jacksonville Beach and Lessor

To whom it may concern:

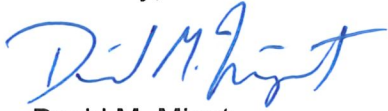
I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and municipal corporation of the State of FL (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is City of Jacksonville Beach.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Sincerely,



David M. Migut
City Attorney
City of Jacksonville Beach, FL

DM:ecb



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000053909
DATED AS OF August 5, 2026

I, _____, do hereby certify that I am the appointed Clerk of City of Jacksonville Beach (the "Lessee"), a municipal corporation duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



**ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT**

The "Contract": Lease Number 20000053909 dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Description (including features)	Location
(72) 2027 E-Z-GO RXV ELITE Golf Car, together with all attachments and accessories thereto	11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

*****PLEASE COMPLETE ALL SECTIONS BELOW *****

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

- ☐ If billing address is different than above, list the correct billing address: _____
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☐ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

*****If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax*****

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Jacksonville Beach

By: _____



PROFORMA INVOICE

Date of Invoice:

08/05/2026

Application Number:

APP-0000053909

Contract Number:

20000053909

To: City of Jacksonville Beach
11 3rd St N, Jacksonville Beach, Duval, FL,
32250-6930

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax*	Other	Amount
Beginning Payments in Advance	\$0.00			\$0.00
Last Payment in Advance	\$0.00			\$0.00

Sub Total \$0.00

Other Fees/Charges

DOCUMENTATION FEE \$300.00

Other Fees/Charges Sub Total \$ 300.00

Invoice Total Due

Invoice Total Due \$ 300.00 *

Remit To: The Huntington National Bank
11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

* By initialing below I understand this is a Proforma Invoice and we authorize a one-time automatic electronic payment for the Advance Payment plus applicable rental taxes and once contract is executed sales tax, if applicable, will be assessed and charged to any Documentation Fees on Contract #20000053909

____ Initials



AUTHORIZATION FOR AUTOMATIC ELECTRONIC PAYMENT

Check one of the boxes below:

☐ By checking this box, along with signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize a one-time automatic electronic payment for the Advance Payment plus applicable taxes, including any financed up-front taxes and fees as noted on Contract #20000053909

OR

☐ By checking this box, along with signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize all payments due to Creditor under all existing and future agreements with Creditor (as amended or otherwise modified from time to time, the "Contracts") to be made from the designated account on the terms and conditions set forth herein.

Please make your regular payment until your invoice indicates that automatic electronic payment will be made.

Please complete the following (if any account information is not completed, you authorize Creditor to rely on the attached check or deposit slip to obtain the relevant information).

Name of Account Holder: _____

Title of Signor (if Account Holder is NOT an individual): _____

Name of Financial Institution: _____

Account Type: ☐ Checking Account or ☐ Savings Account

Account Number: _____

Routing Number: _____

Authorized Signature: _____

Date Signed: _____

PLEASE ATTACH A VOIDED CHECK

(a deposit slip may be attached if account does not have checks)

Terms and Conditions: You authorize Creditor to initiate debit entries to your designated account for making your payments due to Creditor, including your regularly scheduled payment amount plus any past due amounts and any other outstanding fees and charges due and owing under your Contracts. Creditor typically will initiate such debit entries on your regularly scheduled due dates. If a due date falls on a weekend or holiday, Creditor may initiate the debit entries on either (i) the last business day prior to the due date or (ii) the first business day after the due date. If an attempted debit entry is returned for any reason, including insufficient funds, Creditor may assess a fee for each failed debit entry and may, but is not required to, attempt the debit entry up to two (2) more times. Creditor also may make credit entries to your designated account for purposes of adjusting debit entries made in error.

This authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization in such time and in such manner as to afford Creditor a reasonable opportunity to act on such notice. Creditor may cancel or suspend your automatic payment at any time and require non-automatic payments. If Creditor suspends automatic payment at its discretion, it may subsequently resume automatic payment.

Automatic electronic payments are ☐ **REQUIRED**. If the "Required" box is checked, you will be in default under your Contracts if you cancel automatic payment. This additional default provision is hereby added to your Contracts as if stated therein. If the "REQUIRED" box is checked, please initial:

Initial: _____

You represent that the designated account is used primarily for business and commercial purposes. You should immediately notify Creditor of any automatic payment error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and execute a new Authorization for Automatic Electronic Payment.

Payments under this Authorization will be made using the automated clearing house ("ACH") funds transfer system and will be made in accordance with this authorization, the ACH Rules and other applicable law in effect from time to time. This authorization does not alter or lessen your obligations under your Contracts with Creditor including but not limited to those provisions regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges or the determination of delinquencies.



EQUIPMENT SCHEDULE (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 20000053910 Dated August 5, 2026 to Master Lease Number 746378L Dated July 10, 2018	
"Lessee"	
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930	
Contact:	Phone: 9042476229
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 42 Months	Rent Payment Period MONTHLY	Each Rent Payment \$2,736.00 plus applicable taxes ¹	Advance Rent Payment(s) \$0.00 For Installment(s): \$0.00	Interim Rent Daily Factor N/A	Security Deposit N/A
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¹The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 6 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(72) 2027 PACE 10EX GPS Units, together with all attachments and accessories thereto	11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.
- Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent Payments (or as reasonably determined by Lessor). The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

Lessor The Huntington National Bank

By: _____

Title: _____

Lessee City of Jacksonville Beach

By: _____



FLORIDA ADDENDUM
TO MASTER LEASE NO. 746378L Dated July 10, 2018

LESSOR: The Huntington National Bank

LESSEE: City of Jacksonville Beach

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Master Lease No. 746378L Dated July 10, 2018 (together with all Exhibits and Attachments and this Addendum, the "Master Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Master Lease and that the following changes and additions shall be made to the Master Lease:

1. Section 3 of the Master Lease is hereby amended by adding the following sentence to the end of said Section:

Lessor and Lessee understand and intend that Lessee's obligation to pay Rent Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of Lessee's ad valorem tax revenues, funds or moneys. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rent Payments cannot be compelled.

2. IF LESSEE IS A COUNTY, Lessee represents and covenants that (a) if the Initial Term with respect to any Lease is greater than five years, Rent Payments under such Lease will be payable from sources other than ad valorem taxes, and (b) each Lease has been approved by Lessee's Board of County Commissioners prior to the Commencement Date of such Lease.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Master Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Jacksonville Beach By: _____



AMENDMENT TO CONTRACT

Date: August 7, 2026

The "Contract": Lease Number 20000053910 Dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

Section 4 is hereby amended by adding the following after the last sentence:

"Lessee's indemnification shall not exceed the limitations set forth in Sec. 768.28, F.S."

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Jacksonville Beach By: _____



OPINION OF COUNSEL

Date: August 6, 2026

Lessee: City of Jacksonville Beach
11 3rd Street North
Jacksonville Beach, Florida 32250-6930

Lessor: The Huntington National Bank
11100 Wayzata Boulevard, Suite 700
Minnetonka, MN 55305-5517

Re: Contract 20000053910, dated as of August 5, 2026, by and between City of Jacksonville Beach and Lessor

To whom it may concern:

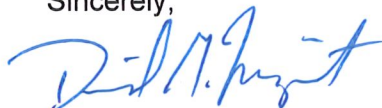
I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and municipal corporation of the State of FL (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is City of Jacksonville Beach.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Sincerely,



David M. Migut
City Attorney
City of Jacksonville Beach, FL

DM:ecb



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000053910
DATED AS OF August 5, 2026

I, _____, do hereby certify that I am the duly appointed and acting Clerk of City of Jacksonville Beach(the "Lessee"), a municipal corporation in duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed:_____

Title:_____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



**ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT**

The "Contract": Lease Number 20000053910 dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Description (including features)	Location
(72) 2027 PACE 10EX GPS Units, together with all attachments and accessories thereto	11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

*****PLEASE COMPLETE ALL SECTIONS BELOW *****

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

- ☐ If billing address is different than above, list the correct billing address: _____
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☐ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

*****If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax*****

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Jacksonville Beach By: _____



EQUIPMENT SCHEDULE (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 20000053911 Dated August 5, 2026 to Master Lease Number 746378L Dated July 10, 2018	
"Lessee"	
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930	
Contact:	Phone: 9042476229
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 42 Months	Rent Payment Period MONTHLY	Each Rent Payment \$603.50 plus applicable taxes ¹	Advance Rent Payment(s) \$0.00 For Installment(s): \$0.00	Interim Rent Daily Factor N/A	Security Deposit N/A

¹ The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 6 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	See Exhibit A

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.
- Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent Payments (or as reasonably determined by Lessor). The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

Lessor The Huntington National Bank

By: _____

Title: _____

Lessee City of Jacksonville Beach

By: _____



EXHIBIT A

"Contract": Lease Number 20000053911 dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Exhibit A is attached to and made a part of the Contract referenced above, between the above-referenced Lessor and the above-referenced Lessee. All capitalized terms not otherwise defined in this Exhibit A shall have the meanings assigned in the Contract.

Description and Location of Equipment, Personal Property, Services, and/or Software (the "Collateral") that is being financed pursuant to the Contract:

Quantity	Description (including features)	Location
1	(1) 2027 Cushman Hauler 800X Gas	11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
1	(1) 2027 Cushman Hauler Pro ELITE	11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

Lessor The Huntington National Bank

By: _____

Title: _____

Lessee City of Jacksonville Beach

By: _____



AMENDMENT TO CONTRACT

Date: August 7, 2026

The "Contract": Lease Number 20000053911 Dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract is hereby amended as follows:

Section 4 is hereby amended by adding the following after the last sentence:

"Lessee's indemnification shall not exceed the limitations set forth in Sec. 768.28, F.S."

Except as specifically amended herein, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	City of Jacksonville Beach	By: _____	



OPINION OF COUNSEL

Date: August 6, 2026

Lessee: City of Jacksonville Beach
11 3rd Street North
Jacksonville Beach, Florida 32250-6930

Lessor: The Huntington National Bank
11100 Wayzata Boulevard, Suite 700
Minnetonka, MN 55305-5517

Re: Contract 20000053911, dated as of August 5, 2026, by and between City of Jacksonville Beach and Lessor

To whom it may concern:

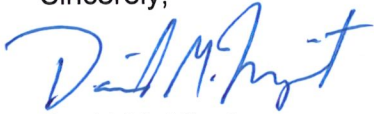
I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and municipal corporation of the State of FL (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is City of Jacksonville Beach.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Sincerely,



David M. Migut

City Attorney

City of Jacksonville Beach, FL

DM:ecb



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000053911
DATED AS OF August 5, 2026

I, _____, do hereby certify that I am the duly appointed and acting Clerk/ of City of Jacksonville Beach (the "Lessee"), a municipal corporation duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



**ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT**

The "Contract": Lease Number 2000053911 dated August 5, 2026
"Lessee"
City of Jacksonville Beach, 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

Equipment Description and Location:

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	See Exhibit A

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 11 3rd St N, Jacksonville Beach, Duval, FL, 32250-6930

- ☐ If billing address is different than above, list the correct billing address: _____
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☐ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Jacksonville Beach By: _____

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Trevor Hughes, Chief of Parks Maintenance and Development
DATE:	August 17, 2026
SUBJECT:	Resolutions Authorizing the Negotiation, Execution, and Delivery of Certain Leases Between the City of Jacksonville Beach and The Huntington National Bank

BACKGROUND

As part of the Lease Agreement documents for the 72 golf carts, replacement of the fleet's GPS system, and two utility vehicles to support daily golf course operations (one utility vehicle for transporting trash, supplies, and maintenance materials and one range picker for collecting driving range balls), The Huntington National Bank has requested the City adopt resolutions authorizing the negotiation, execution, and delivery for each separate contract.

FINANCIAL IMPACT

The monthly payments will be as follows:

Lease #20000053909 (72 golf carts) - \$10,764.00

Lease #20000053910 (72 GPS units) - \$2,736.00

Lease #20000053911 (2 range pickers) - \$603.50

The total 42-month commitment is \$592,347.00 and the first payment will begin in November 2026. Monies are included in the FY2027 proposed budget.

REQUESTED ACTION

1. Adopt/Deny Resolution No. 2222-2026 authorizing the negotiation, execution, and delivery of Lease No. 20000053909 dated August 5, 2026, for 72 2027 E-Z-Go RXV ELiTE Golf Cars between City of Jacksonville Beach and The Huntington National Bank;
2. Adopt/Deny Resolution No. 2223-2026 authorizing the negotiation, execution, and delivery of Lease No. 20000053910 dated August 5, 2026, for 72 PACE 10EX GPS Units between City of Jacksonville Beach and The Huntington National Bank; and
3. Adopt/Deny Resolution No. 2224-2026 authorizing the negotiation, execution, and delivery of Lease No. 20000053911 dated August 5, 2026, for one 2027 Cushman 800X Gas and one 2027 Cushman Hauler Pro ELiTE between City of Jacksonville Beach and The Huntington National Bank

ATTACHMENTS

1. Resolution No. 2222-2026 Contract 20000053909
2. Resolution No. 2223-2026 Contract 20000053910
3. Resolution No. 2224-2026 Contract 20000053911

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2222-2026

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 20000053909 DATED AUGUST 5, 2026 (THE "LEASE"), BETWEEN CITY OF JACKSONVILLE BEACH, 11 THIRD STREET NORTH, JACKSONVILLE BEACH, FL 32250-3432 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BLVD STE 700, MINNETONKA, MN 55305-5517; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (the "City") is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, the City is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, the City hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the City within the meaning of the Constitution and laws of the State.

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

SECTION 1. ADOPTION OF RECITALS. The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. The Lease, in substantially the form as presently before the City Council is hereby approved, and the Mayor and City Manager are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents.

SECTION 3. The City Manager is hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the City with respect to the Lease.

SECTION 4. The City's obligations under the Lease shall be expressly subject to annual appropriation by the City; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of the City within the meaning of the Constitution and laws of the State of Florida.

SECTION 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

SECTION 6. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. SEVERABILITY. If any section, subsection, clause, or provision of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 9. EFFECTIVE DATE. This resolution shall become effective immediately upon passage and adoption by City Council.

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

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2223-2026

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 20000053910 DATED AUGUST 5, 2026 (THE "LEASE"), BETWEEN CITY OF JACKSONVILLE BEACH, 11 THIRD STREET NORTH, JACKSONVILLE BEACH, FL 32250-3432 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BLVD STE 700, MINNETONKA, MN 55305-5517; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (the "City") is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, the City is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, the City hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the City within the meaning of the Constitution and laws of the State.

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

SECTION 1. ADOPTION OF RECITALS. The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. The Lease, in substantially the form as presently before the City Council is hereby approved, and the Mayor and City Manager are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents.

SECTION 3. The City Manager is hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the City with respect to the Lease.

SECTION 4. The City's obligations under the Lease shall be expressly subject to annual appropriation by the City; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of the City within the meaning of the Constitution and laws of the State of Florida.

SECTION 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

SECTION 6. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. SEVERABILITY. If any section, subsection, clause, or provision of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 9. EFFECTIVE DATE. This resolution shall become effective immediately upon passage and adoption by City Council.

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

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2224-2026

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 20000053911 DATED AUGUST 5, 2026 (THE "LEASE"), BETWEEN CITY OF JACKSONVILLE BEACH, 11 THIRD STREET NORTH, JACKSONVILLE BEACH, FL 32250-3432 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BLVD STE 700, MINNETONKA, MN 55305-5517; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (the "City") is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, the City is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, the City hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the City within the meaning of the Constitution and laws of the State.

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

SECTION 1. ADOPTION OF RECITALS. The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. The Lease, in substantially the form as presently before the City Council is hereby approved, and the Mayor and City Manager are hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents.

SECTION 3. The City Manager is hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the City with respect to the Lease.

SECTION 4. The City's obligations under the Lease shall be expressly subject to annual appropriation by the City; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of the City within the meaning of the Constitution and laws of the State of Florida.

SECTION 5. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

SECTION 6. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. SEVERABILITY. If any section, subsection, clause, or provision of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 9. EFFECTIVE DATE. This resolution shall become effective immediately upon passage and adoption by City Council.

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



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	August 17, 2026
SUBJECT:	Ordinance No. 2026-8239 Amending Ch. 20, Sec. 20-15 "Paws Dog Park," of the Code of Ordinances, to Add a New Subsection (c) Authorizing the Denial, Suspension, or Revocation of Membership for Certain Persons Investigated for or Convicted of Animal Cruelty or Related Offenses [Second Reading]

BACKGROUND

During the April 13, 2026, Council Briefing, Council Member Golding raised an incident of animal cruelty in an Atlantic Beach dog park, which she said resulted in the alleged offender's membership being revoked. After learning of the incident, Council Member Golding reviewed the City's Code of Ordinances and found no provision authorizing the City to revoke such persons' Paws Dog Park membership.

It was the consensus of the Council to have the City Attorney draft updated language to be added to the code, which would allow the City to exclude animal cruelty offenders from Paws Dog Park.

The City Council approved Ordinance No. 2026-8239 at the first reading held on August 3, 2026, with no amendments.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2026-8239 on the second reading amending Ch. 20, Sec. 20-15 "Paws Dog Park," of the Code of Ordinances, to add a new subsection (c) authorizing the denial, suspension, or revocation of membership for certain persons investigated for or convicted of animal cruelty or related offenses

ATTACHMENTS

1. Ordinance No. 2026-8239 Business Impact Estimate Statement
2. Ordinance No. 2026-8239



BUSINESS IMPACT ESTIMATE STATEMENT

Ordinance Number and Title:

Ordinance No. 2026-8239

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 20, SECTION 20-15 “PAWS DOG PARK,” OF THE CODE OF ORDINANCES, TO ADD A NEW SUBSECTION (c) AUTHORIZING THE DENIAL, SUSPENSION, OR REVOCATION OF MEMBERSHIP FOR CERTAIN PERSONS INVESTIGATED FOR OR CONVICTED OF ANIMAL CRUELTY OR RELATED OFFENSES; PROVIDING FOR ENFORCEMENT, CODIFICATION, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

1. Summary of the Proposed Ordinance:

This Ordinance amends Chapter 20, Section 20-15 “Paws Dog Park,” of the Jacksonville Beach Code of Ordinances to authorize the denial, suspension, or revocation of membership and park-access privileges of any person who has been convicted of an animal cruelty offense or is being investigated for such an offense.

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.

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

None.

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

None.

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

ORDINANCE NO. 2026-8239

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 20, SECTION 20-15 “PAWS DOG PARK,” OF THE CODE OF ORDINANCES, TO ADD A NEW SUBSECTION (c) AUTHORIZING THE DENIAL, SUSPENSION, OR REVOCATION OF MEMBERSHIP FOR CERTAIN PERSONS INVESTIGATED FOR OR CONVICTED OF ANIMAL CRUELTY OR RELATED OFFENSES; PROVIDING FOR ENFORCEMENT, CODIFICATION, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (the “City”) has the authority to adopt this Ordinance pursuant to Art. VIII § 2 of the Constitution of the State of Florida; and Chapter 166 Florida Statutes; and

WHEREAS, the City owns, operates, and maintains the Paws Dog Park as a membership-required recreational facility governed by Section 20-15 of the Code of Ordinances; and

WHEREAS, Section 20-15 requires membership to access the Paws Dog Park and authorizes the removal of visitors, the suspension of park privileges, and the revocation of membership under the circumstances described therein; and

WHEREAS, Chapter 828, Florida Statutes, establishes offenses relating to cruelty to animals; and

WHEREAS, the City Council finds that persons who have been convicted of, or are being investigated for, animal cruelty or related offenses may present a risk to the animals and users of the Paws Dog Park; and

WHEREAS, the City Council desires to establish a fair process by which membership and access to the Paws Dog Park may be denied, suspended, or revoked for such persons; and

WHEREAS, the City Council finds that the adoption of this Ordinance serves a legitimate governmental purpose, is a permissible exercise of the City’s powers and authority, benefits the health, safety, and welfare of the City’s citizens, and serves to protect and preserve City property for the public benefit.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct and made a part of this Ordinance.

SECTION 2. SECTION 20-15 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED BY ADDING SUBSECTION (c) TO READ AS FOLLOWS¹:

(c) Denial, suspension, or revocation of membership and access for animal cruelty offenses.

(1) Definitions. For the purpose of this subsection:

a. "Animal cruelty offense" means a violation of any provision of Chapter 828, Florida Statutes, or any substantially similar offense under the law of another state, territory, or the United States.

(2) Authority. Notwithstanding any other provision of this section, the city manager or designee may immediately deny, suspend, or revoke the membership and park-access privileges of any person who has been convicted of an animal cruelty offense or is being investigated for such an offense. This authority is in addition to, and does not limit, the removal, suspension, and revocation authority provided anywhere else in the Code of Ordinances.

(3) Reinstatement. Any person whose membership is suspended or revoked pursuant to this subsection may seek reinstatement by written request to the city manager or designee. Reinstatement is at the discretion of the city manager or designee. If reinstatement is granted, it shall be contingent upon proof of completion of an animal cruelty prevention and education course.

(4) Enforcement. A person whose membership or access has been denied, suspended, or revoked under this subsection and who thereafter enters or remains at the Paws Dog Park may be removed and may be subject to arrest and/or prosecution for criminal trespass.

SECTION 3. CODIFICATION. The City Council intends that this Ordinance will be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES. All ordinances and resolutions previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. SEVERABILITY. If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

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

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