City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, August 28, 2023 - 6:30 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

1.A. Approve minutes of the Town Hall Meeting held on July 8, 2023. 5 - 9
7-8-23 Town Hall Draft Minutes

1.B. Approve minutes of the Regular Commission Meeting held on July 10, 2023. 11 - 75
7-10-23 Regular City Commission Draft Minutes

* 1.C. Approve minutes of the Budget Workshop held on July 25, 2023. 77 - 112
7-25-23 Budget Workshop Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Sept. - Nov. 2023) 113 - 116
90-Day Calendar (Sept. - Nov. 2023)

* 3.B. Boys' & Girls' Club Update (Deputy City Manager Hogencamp)

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

* 7.A. BMRC - Appointments to the Arts, Recreation, and Culture Committee (ARCC) and the Environmental Stewardship Committee (ESC) 117 - 127
BMRC Appointments to ARCC and ESC

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 23-31** 129 - 136

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO CRAWFORD, MURPHY & TILLY, INC. FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CITY'S EFFORTS TO PROVIDE COMPLETE STREETS IMPROVEMENTS ON AHERN STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-31

8.B. **RESOLUTION NO. 23-32** 137 - 155

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO HANSON PROFESSIONAL SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR FINAL PLANS AND OPINION OF PROBABLE CONSTRUCTION COSTS FOR SIDEWALK IMPROVEMENTS ALONG STURDIVANT AVENUE AND AHERN STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-32

8.C. **RESOLUTION NO. 23-33** 157 - 159

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO THE FEDERAL FY 2022 JUSTICE ASSISTANCE GRANT PROGRAM

Resolution No. 23-33

* 8.D. **RESOLUTION NO. 23-36** 161 - 165

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN ASH PROPERTIES AND THE CITY OF ATLANTIC BEACH FOR 2294 MAYPORT ROAD UNIT 18, JACKSONVILLE, 32233; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-36

* 8.E. **RESOLUTION NO. 23-37** 167 - 179

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN SATELLITE SHELTERS, INC., AND THE CITY OF ATLANTIC BEACH FOR A TEMPORARY OFFICE TRAILER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-37

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

None.

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

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, click on the Meeting Videos tab on the city's home page at www.coab.us.

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

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

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

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

MINUTES
Town Hall Meeting
Saturday, July 8, 2023 - 10:00 AM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

ATTENDANCE:

Present:	Curtis Ford, Mayor - Seat 1 Bruce Bole, Commissioner - Seat 2 Candace Kelly, Commissioner - Seat 4 Jessica Ring, Commissioner - Seat 5
Absent:	Michael Waters, Commissioner - Seat 3
Also Present:	Ladayija Nichols, Deputy City Clerk (DCC) Joe Gerrity, Interim City Manager (CM) Kevin Hogencamp, Deputy City Manager (DCM)

CALL TO ORDER
Meeting was called to order at 10:00 a.m.

2 PUBLIC COMMENT - OPEN TOPICS
Cindy Anderson asked questions regarding the budget and various City projects.

Commissioner Bole and Commissioner Kelly explained that the City will continue with the Capital Improvement Plan projects.

Mayor Ford mentioned that the mural project is on hold and not going forward at this time. Commissioner Ring described hurdles that artist might run into with this project.

Commissioner Kelly, Mayor Ford and CM Gerrity explained why the City Engineer was tasked with engaging in conversations with JEA regarding COAB utilities.

Mayor Ford, Commissioner Ring and CM Gerrity explained the funding options regarding Dora Drive.

Mayor Ford explained that the Neptune Beach (NB) potential water expansion is right where it was left off at the June 27, 2023 Town Hall meeting.

Jim Wheatley expressed opinions regarding the condition of roads and City vehicles.

DRAFT

Commissioner Ring inquired about the condition of roads and how the City keeps track of what needs repairs. CM Gerrity informed that the Public Works director keeps an ongoing list of roads that need repairs and keeps track over time, regularly monitoring the roads. Mayor Ford also mentioned that City staff would continue to monitor projects and make the necessary plans to budget for what's needed.

Don Wolfson encouraged the Commission to hold district town hall meetings for their respective districts. He also expressed concerns regarding the potential NB water request. Mr. Wolfson provided a letter that pertains to the NB water request (which is attached hereto and made a part of this Official Record as **Attachment A**) and expressed his concerns about it. He expressed opinions about the parks plan and the Charter Review Committee (CRC).

Mayor Ford clarified that all NB documents have been uploaded to the COAB website under the projects page. He also mentioned that he does not see any further action from the Commission regarding this issue unless something new happens.

Carolyn Zisser gave opinions on the CRC, the CM process and the NB potential water expansion.

CM Gerrity clarified the process for the hiring of the CM.

Mayor Ford advised that AB will not further engage on an agreement with NB unless the Commission decides to come to a consensus on this issue.

Sandra Hanania spoke about flooding concerns on Ocean Boulevard and congestion in a particular area on Ahern Street.

Ben Lewis spoke about traffic concerns on Ardella, Donner and Mayport Roads.

Suzanne Shaughnessy expressed opinions on the potential water issue from NB.

Gregory Powell spoke about Chapter 24 of the Code and the potential purchase of the Dora Drive property.

Laura Pratt expressed concerns regarding animal life within the City.

7-8-23 Attachment A

ADJOURNMENT
The meeting adjourned at 11:57 a.m.

DRAFT

Attest:

Ladayija Nichols, Deputy City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
7-8-23 Minutes

From: Zachary Roth <Zachary.Roth@ansbacher.net>
Sent: Wednesday, June 21, 2023 3:04 PM
To: Gabriel, Jason <jgabriel@burr.com>
Cc: Elaine Brown <elainebrown@nbfl.us>; CM@nbfl.us
Subject: Neptune Beach/Atlantic Beach - Water

[EXTERNAL EMAIL]

Hi Jason,

Based on misstatements circulating publicly, there appears to be confusion about Neptune Beach's position regarding water needs with regard to Atlantic Beach. To clarify, I wanted to send something over.

With regard to 500 Atlantic, Neptune Beach's position has been that it lacks capacity to serve the proposed development and that it does not oppose Atlantic Beach servicing that development. If it is determined at a future date that Neptune Beach can service the development and that Atlantic Beach would not be required, we will advise you. Otherwise, if the project is developed such that water is needed from Atlantic Beach, Neptune Beach does not oppose that being provided by Atlantic Beach. We understand that we would need to be a party to a tri-party agreement whereby Neptune Beach would approve of such service. Neptune Beach is making no formal ask regarding this project; the request is from the developer based on their proposed needs.

Regarding 572 Atlantic, Neptune Beach has made an affirmative ask. To resolve the issues relating to the construction of a water tank for fire suppression purposes on that property, the developer and Neptune Beach entered into an agreement to seek a connection to the proposed 500 Atlantic connection across Atlantic Boulevard. Accordingly, to the extent the 500 Atlantic connection is ultimately made, Neptune Beach requests that Atlantic Beach permit the 572 Atlantic owner to connect to the connection solely for fire suppression purposes.

I hope this helps clarify any ambiguities, but if there are any questions, please let me know.

Best,

Zach Roth

Zachary R. Roth
Board Certified Real Estate Attorney

Zachary.Roth@ansbacher.net
904.737.4600 ext 159

MINUTES
Regular City Commission Meeting
Monday, July 10, 2023 - 6:30 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER:

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:30 PM. DCC Nichols called the roll.

ATTENDANCE:

Present:	Curtis Ford, Mayor - Seat 1 Bruce Bole, Commissioner - Seat 2 Candace Kelly, Commissioner - Seat 4 Jessica Ring, Commissioner - Seat 5
Absent:	Michael Waters, Commissioner - Seat 3
Also Present:	Joe Gerrity, Interim City Manager (CM) Jason Gabriel, City Attorney (CA) Ladayija Nichols, Deputy City Clerk (DCC) Kevin Hogencamp, Deputy City Manager (DCM) Steve Swann, City Engineer (CE) Amanda Askew, Planning & Community Development Director (PCDD)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Regular Commission Meeting held on June 12 and June 26, 2023.

Mayor Ford asked if there were any corrections or changes needed. There were no corrections to the minutes. Mayor Ford stated the minutes stand as submitted.

2. COURTESY OF FLOOR TO VISITORS

Mayor Ford explained the process for public comments and opened the Courtesy of the Floor to Visitors.

PUBLIC COMMENT

DCC Nichols called each speaker to the podium.

Matthew Saxton spoke in reference to agenda item 3.B.

DRAFT

Gregory Powell spoke about the upcoming changes to Chapter 24 of the Code.

Lee Leibecki suggested interviewing Chip Drysdale as a CM candidate.

Greg Crocker expressed that he is pleased to see the work being done at Donner Park and offered his support to the Commission.

Brittany Norris, Director of Intergovernmental Affairs, COJ provided a letter from COJ (which is attached hereto and made part of this Official Record as **Attachment A**) and offered support to the Commission on behalf of Mayor Deegan's Administration.

Carolyn Zisser spoke about the CM search and explained why more candidates should be interviewed.

Dawn Scott suggested interviewing Chip Drysdale as a CM candidate.

Rhea Drysdale suggested interviewing Chip Drysdale as a CM candidate.

Heather Markaj expressed concerns about cats in AB.

Meghan Sullivan-Timcke spoke about the CM candidates.

Suzanne Shaughnessy spoke in favor of interviewing more than one CM candidate.

Mitchell Reeves expressed his opinions on the CM search process.
7-10-23 Attachment A

3. CITY MANAGER REPORTS

3.G. Additional Updates

- Congratulated Brittany Norris on her new position with COJ.
- Welcomed Brittany Percell as the Finance Director.
- $15,000 grant was received for canopy tree assessment that requires a match from the City. A resolution will be forthcoming for this item. There was a ***CONSENSUS*** to use funds from the tree fund.
- Reported on the revenue from 18th and 19th street parking for the month of June: $3,785.
- Spoke about the Commission goals in relation to after school programs. He reported that the Boys and Girls Club received a grant to take over the after school and summer programs, with four years of funding.

3.A. Accept the 90-Day Calendar (July-Sept. 2023)

CM Gerrity reported on this item as detailed in the agenda packet.

DRAFT

Commissioner Ring requested that the planning and development input meetings be added to the calendar.

There was a ***CONSENSUS*** to approve the calendar as amended.

3.B. FLC 97th Annual Conference Voting Delegate Information

CM Gerrity reported on this item as detailed in the agenda packet.

MOTION: Consensus that Mayor is the Voting Delegate.

Motion: Jessica Ring
Second: Bruce Bole

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

Motion passed 4 to 0.

3.C. SB 64 Update

CE Swann discussed the item as detailed in a slideshow presentation (which is attached hereto and made part of this Official Record as **Attachment B**).

Commissioner Bole asked what other cities in Florida are looking at regarding this issue. CE Swann explained that other cities are working to figure this issue out and that COAB is looking to get the deadline extended.

Commissioner Ring asked what the time frame would look like if any of the discussed options were to be considered. CE Swann shared that the groundwork is being laid out now to develop a plan that will allow the City to reach the 2032 requirements. Commissioner Ring inquired about possible grants. CE Swann indicated that this would need to be financed and structured into the rate structure.

Mayor Ford clarified that the City did not initiate any efforts to sell the utilities, the conversation that took place was about the off-loading of treated watered. He expressed that there was a potential for JEA to offer to purchase the utilities in the future.

7-10-23 Attachment B

DRAFT

3.G. Additional Update

CM Gerrity and CE Swann explained that the City is obligated by state law to put a plan together to eliminate septic tanks as detailed in a map (which is attached hereto and made part of this Official Record as **Attachment C**) and answered questions from the Commission.

7-10-23 Attachment C

3.D. Grant Funding Update

CE Swann reported on this item as detailed in a slideshow presentation (which is attached hereto and made part of this Official Record as **Attachment D**).

7-10-23 Attachment D

3.F. City Manager Search

CM Gerrity reported that Mr. Lamar dropped out.

Mayor Ford discussed a two-page report that was prepared by Jennifer Lagner (which is attached hereto and made part of this Official Record as **Attachment E**). He also expressed that Chip Drysdale, as suggested by citizens, be considered for an interview.

Commissioner Bole expressed opinions on the process and the consensus that has been agreed upon thus far. CA Gabriel explained that the Commission has the flexibility to change the process as they see fit.

Commissioner Ring suggested conducting an interview with Mr. Drysdale over the phone.

There was a ***CONSENSUS*** on moving forward with extending an individual phone interview with Mr. Drysdale to be completed by Friday, July 14, 2023 and, communicating the results to CM Gerrity.

7-10-23 Attachment E

3.E. Proposed Updates to the 2030 Comprehensive Plan and Chapter 24 (Land Development Code)

Link to Redlined version of Chapter 24
Link to Land Development Regulations Presentation

PCDD Askew reported on this item as detailed in the agenda packet and slideshow presentations (which are attached hereto and made part of this Official Record as **Attachments F and G**).

Commissioner Bole spoke about pervious versus impervious surfaces.

DRAFT

Mayor Ford requested that the City takes a look at Mr. Gregory Powell's work.

Commissioner Ring requested a printed copy of the linked land development regulations presentation from the agenda packet. She also inquired about how far along the Chapter 24 changes are. PCDD Askew explained that staff is still working on the changes, gathering input from the public and will bring it to Commission for review and final decision. PCDD Askew indicated that there is not a specific date set for when these changes would be brought back to the Commission because it depends on public input, she desires to have it come before the Commission in August or September, given the scheduling of public hearings and state review.

Commissioner Kelly explained why pools were included in Chapter 24 of the Code.

Mayor Ford inquired about Section 24-91. PCDD Askew explained that there has been no change to this section and that FEMA produces maps for the City.

Commissioner Ring inquired about the walkability of the awnings at Joseph's Pizza. PCDD Askew explained how the property line was set up as it relates to the current Code. PCDD Askew also clarified that she would need to seek guidance on whether or not a variance would be needed for something that is not owned by the business owner.

Mayor Ford inquired about zoning for self-storage. PCDD Askew explained that staff is looking at adding it as a use-by-exception with additional architectural parameters.

7-10-23 Attachment F
7-10-23 Attachment G

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Kelly

- Encouraged everyone to attend the ESC speaker series

Commissioner Bole

- Expressed that AB is lucky to have Brittany Norris as a resource.
- Commended staff for their work with achieving grant funding for the City.
- Expressed that the Farmer's Market has been going well.
- Thanked PCDD Askew for her work.

Commissioner Ring

- Expressed that the Town Hall meeting was a success and encouraged citizens to attend those meetings.
- Thanked CM Gerrity and DCM Hogencamp for adding the CM search updates to the newsletter.
- Thanked the STOP Committee for having their first meeting.

Mayor Ford

- Read part of a letter from Thomas Melba (which is attached hereto and made part of this Official Record as **Attachment H**) and thanked the Lifeguards who helped with this situation.

7-10-23 Attachment H

DRAFT

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS
None.

6. CONSENT AGENDA
None.

7. COMMITTEE REPORTS
None.

8. ACTION ON RESOLUTIONS
None.

9. ACTION ON ORDINANCES
None.

10. MISCELLANEOUS BUSINESS
None.

11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS
None.

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER
CM Gerrity

- Expressed concerns about the CM search/process.

Commissioner Ring

- Encouraged citizens to share questions they would like asked during the interviews.

Mayor Ford

- Expressed opposition to adding the DCM to the CM interview process.

A point of order was called from the audience. CA Gabriel explained that a point of order comes from those on the dais.

13. ADJOURNMENT
The meeting adjourned at 8:22 p.m.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
7-10-23 Minutes

OFFICE OF THE MAYOR

DONNA DEEGAN
MAYOR

CITY HALL SUITE 400
117 W. DUVAL STREET
JACKSONVILLE, FL 32202

July 10, 2023

Atlantic Beach City Commission
800 Seminole Road
Atlantic Beach, FL 32233

Dear Honorable Commissioners:

It is my goal as Mayor of Jacksonville to work tirelessly for all our residents, including the Beaches communities, in making Jacksonville a city that works for all of us. The beaches play a vital role in the economic strength and quality of life of Duval and are an important part of the solution to creating a city where everyone has the opportunity to thrive.

This letter is to confirm my commitment to collaborate with your city leadership in tackling issues that face us all such as building a future of resilience in the face of a changing climate, changing the lack of affordable housing, increasing support for unhoused families, drawing more federal funding to Northeast Florida, improving Jacksonville's maternal and infant mortality rates, upgrading aging infrastructure such as septic tanks, and so much more.

It is my privilege to serve this county and the cities within. I look forward to working with you to better Duval.

Sincerely,

Donna Deegan
Mayor

Senate Bill 64 Compliance Strategy Update

Engineering Department

July 10, 2023

Senate Bill 64 Summary

- Signed by the Governor (2021-168 Laws of Florida) and encoded in 403.064, F.S.
- Enacted by the Legislature in recognition of potential shortages of potable water in Florida in the future
- Intent is to push communities to reuse treated effluent for irrigation and as a source of potable water
- Requires that disposal of treated effluent to surface waters be terminated by Jan 2032
- Limited wet weather discharges will still be allowed
- Required COAB to submit a compliance plan in Nov 2021

Current Practice for Effluent Disposal

- **WWTF is permitted to discharge up to 3.5 million gallons per day (MGD) of highly treated effluent to the St. Johns River**

- **Effluent flow from the WWTF average 1.9 MGD**
  - 0.4 MGD used for irrigation at ABCC
  - 1.5 MGD discharged to the St. Johns River

Current Practice for Effluent Disposal



Compliance Options

- **We are essentially built-out and options are limited**
- **Options staff are evaluating include:**
  - **Expanding the Reclaimed Water System for Irrigation**
  - **Reducing flows to the WWTF:**
    - Potable Water Conservation
    - Sewer System Rehabilitation
  - **Deep Well Injection**
  - **Reuse Effluent for Potable Water**
  - **Partner with JEA – Bulk transfer of reclaimed/raw wastewater or franchise agreement for operations**

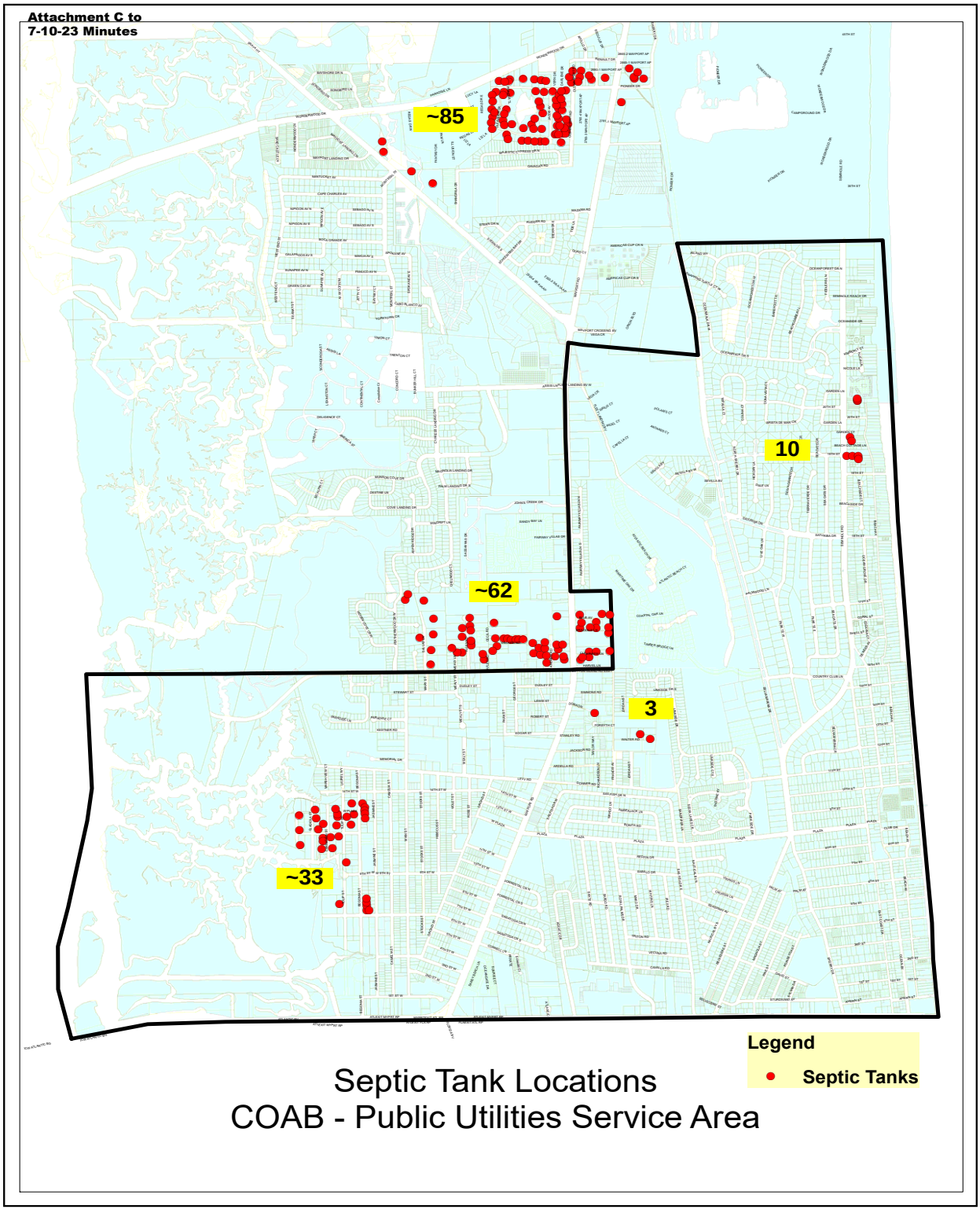
Potential Compliance Costs

- **Costs are Rough Order of Magnitude only**
- **No option proven feasible yet**

Effluent Diversion Option	Est. Capital Cost ($)	Est. Annual O&M ($)
Reuse System Expansion (Neighborhoods, NS Mayport)	$30M	$6M
Reuse System Expansion (Send to JEA)	$15M	$6M
Deep Well Injection	$32M	$6M
Bulk Wastewater Transfer to JEA	$50M	$4M
JEA Franchise Agreement	Limited	$0M

Path Forward

- Clock is ticking toward January 2032
- Expect Legislature to extend deadline, but no guarantees
- Continue fleshing out all available options
- Continue coordination with Beaches Communities & JEA
- Develop Implementation Schedule to meet Jan 2032 Deadline
- Provide progress report to Commission by April 2023


Attachment C to
7-10-23 Minutes
~85
10
~62
3
~33
Legend
Septic Tanks
Septic Tank Locations
COAB - Public Utilities Service Area



City of Atlantic Beach
Grant Funding Summary

ATLANTIC BEACH
Florida

COAB FY23 Grant Funded Projects

Project	Expenditure Category	Project Budget	COAB Share	Grant Funded
Old Sherry Drive ROW Water Main Phase I	Potable Water	$852,100	$255,630	**$596,470**
Main Street Safety Project	Streets	$202,500	$101,500	**$101,500**

ATLANTIC BEACH
Florida

COAB FY24 Grant Funded Projects

Project	Expenditure Category	Project Budget	COAB Share	Grant Funded
Aquatic Gardens Drainage Improvements Phase I	Stormwater	$2,800,000	$300,000	**$2,500,000**
Donner Park Splash Pad	Parks	$607,500	$382,500	**$225,000**
Levy Rd Multiuse Path	Streets	$560,000	$460,000	**$100,000**
Vulnerability Assessment & Adaptation Plan Update	Planning	$165,000	$13,050	**$151,950**
Cavalla Rd Lift Station Floodproofing	Wastewater	$368,500	$184,250	**$184,250**
Stanley Rd Drainage Improvements Design	Stormwater	$102,789	$10,279	**$92,510**

ATLANTIC BEACH
Florida

COAB FY24 Grant Funded Projects

Project	Expenditure Category	Project Budget	COAB Share	Grant Funded
Cutlass Drive Box Culvert Design	Stormwater	$81,886	$8,189	**$73,697**
Public Works Building Storm Rated Bay Doors	Facilities	$194,000	$0	**$194,000**
Safe Streets & Roads for All	Planning	$250,000	$50,000	**$200,000**
Coastal Dunes Exotic Plant Removal	Planning	$20,000	$10,000	**$10,000**
Urban Tree Canopy	Planning	$30,000	$15,000	**$15,000**

Total Grant Funding FY24 $3,746,407

ATLANTIC BEACH
Florida

COAB FY24 Pending Grant Funded Projects

Project	Expenditure Category	Project Budget	COAB Share	Grant Amount
Old Sherry Drive ROW Water Main Phase II	Potable Water	$1,533,800	$460,140	**$1,073,660**
20th St Lift Station Generator	Wastewater	$99,120	$24,780	**$74,340**
Saltmarsh Resiliency Study	Planning	$188,000	$38,000	**$150,000**
Safe Streets & Roads for All	Planning	$250,000	$50,000	**$200,000**
			Total Pending Grant Funding FY24	**$1,498,000**

Attachment E to
7-10-23 Minutes

COAB City Manager Compare - sort Alpha by Last Name

Name	Current Location	Education	Employment	Years	role	# residents
Drysdale, Chip	Atlantic Beach, FL	Bachelor's PA. Flagler	Battalion Chief Marine Division	2022 - present		
			Battalion Chief (multiple divisions)	2008 - 2022	30 years	
Prior ESC member			Captain Fire Training	2007 - 2008	1 year	
public admin, community, leadership, environmental, training			Captain Combat LT Combat	2002 - 2007	5 years	
engineering, prior work in Jax Beach as GIS map/engineer			Engineer and Rescue	1996 - 2002	7 years	
process, training, oversight, problem solver, safety			Firefighter	1995 - 1996	1 year	
Cub Scout Leader, union experience			JFRD serves 950,000 residents with 1,800 personnel serving 64 stations + speciality units			
Killingsworth, William	Jacksonville, FL	BS University FL (Real Estate & Urban Analysis)	Director Planning & Dev, Jax, FL	11/2015 - current	7.75 years	
Info from LinkedIn			Dir Community Dev, Tallahassee, FL	2/13 - 11/15	2.9 years	
development and planning			Director Planning & Dev, Jax, FL	3/09 - 10/11	2.75 years	
			Chief, Community Dev Planning, Jax, FL	1/08 - 3/09	1.25 years	
			Principal Planner, Jax, FL	4/02 - 1/08	5.9 years	
			GIS Manager, Jax, FL	4/98 - 4/02	4 years	
			Sr Planner, Jax, FL	4/95 - 4/98	3 years	
			Planner, Comp Planning, Jax, FL	12/92 - 4/95	2.5 years	
			Asst Planner, Jax, FL	11/90 - 12/92	1 year	
Lamar, Michael	Prescott, AZ	BS University of FL Poli Sci	VP Public Affairs & Gov't Relations, Data Blanket, Bellevue, WA	2/23 - current	5 months	
FL exp 20+ years ago		Masters Public Admin UGA	City Manager, Prescott, AZ	10/16 - 2/23	6.5 years	45,800
			County Manager, Morgan County, GA	7/05 - 10/16	11 years	20,800
			City Manager, Trenton, FL	11/99 - 6/05	4.5 years	2,100
			Staff Liaison, Volusia County, FL	12/96 - 10/99	3 years	

Attachment E to
7-10-23 Minutes

Name	Current Location	Education	Employment	Years	role	# residents
New, Mike	High Springs, FL	BS University of Florida Environ. Engineering	City Manager, Newbury, FL	7/14 - current	9 years	7,400
Withdrew name from Jax Beach CM search 2018			Public Services Dir, Alachua, FL	2004 - 2014	10 years	10,000
Mid-FL experience			Senior Water/Util Engineer, Gainesville, FL	1986 - 2004	8 years	
			Coop Student, JEA, Jax, FL	1985 - 1986	1 year	
Strohl, David	Tinley Park, IL	Bachelors ISU Poli Sci	City Admin Palos Heights, IL	7/21 - current	2 years	12,000
Back Up candidate for City Manager Flagler Beach 2020 per news		MPA Valdosta State	Admin - Village of Forsyth, IL	1/14 - 6/21	6.5 years	3,500
No FL or coastal experience			ICAdmin - City of La Grande, MO	7/13 - 1/14	6 months	16,000
			Business Manager, Morton, IL	3/2000 - 12/11	11 years	17,000
			City Admin, West Peoria, IL	10/94 - 2/2000	5.5 years	4,300
			Personnel Asst, Peoria, IL	7/94 - 7/95	1 year	
			Admin Asst, Peoria Hghts, IL	5/94 - 10/94	.5 year	

Comprehensive Plan 2040
Proposed Amendments

July 10, 2023

What is a Comprehensive Plan?

- Required by State
- Purpose:
  - Guide future actions & decision making
  - Present long range goals, objectives & policies



Goal D.4

The City shall promote and encourage energy conservation and efficiency in an effort to reduce greenhouse gas emissions and protect the environment.

Objective D.4.1

Energy Efficiency and Energy Conservation

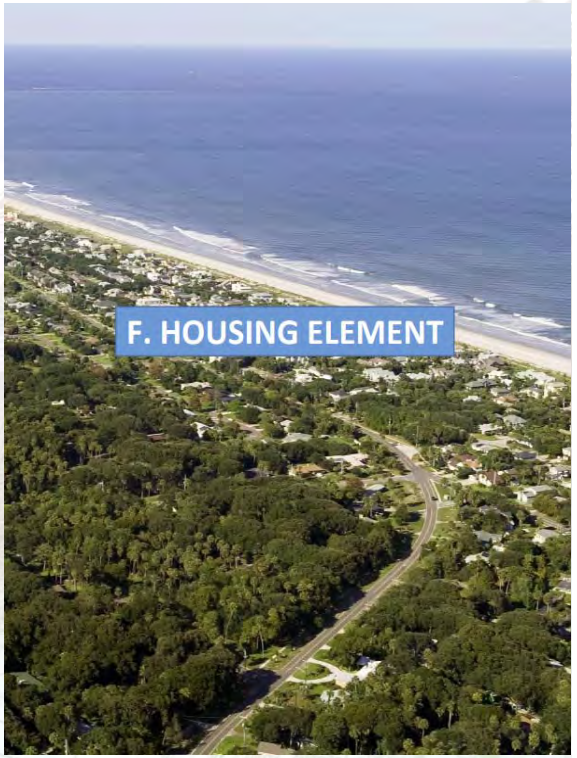
The City shall encourage the development and use of renewable energy resources in order to conserve and protect the value of land, buildings, and resources, and to promote the good health of the City's residents.

Policy D.4.1.1 The City shall maintain an energy efficient land use pattern and shall continue to promote the use of transit and alternative methods of transportation that decrease reliance on the automobile.

What is a Comprehensive Plan?

Contains several elements:

- *Future Land Use*
- *Transportation*
- *Infrastructure*
- *Conservation and Coastal Management*
- *Recreation and Open Space*
- *Housing*
- *Intergovernmental Coordination*
- *Capital Improvements*
- *Public School Facilities*
- *Property Rights (NEW)*



Property Rights Element

State Statute: "…to ensure that private property rights are considered in local decision making."

"The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift."

Proposed Property Rights Element

Goal J.1.

The City will recognize and respect judicially acknowledged and constitutionally protected private property rights in accordance with the Community Planning Act established in Chapter 163, Florida Statutes.

This language varies (slightly) from city to city

Local Decision making shall be implemented and applied with sensitivity for private property rights and shall not be unduly restrictive.

Policy J.1.1.1 The City will ensure that private property rights are considered in local decision making.

Policy J.1.1.2 The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including ea
2. The right of a propert mprove his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

Basically verbatim language used by other cities

Proposed Property Rights Element

- *Matches the City of Jacksonville's language which has been approved by the state*

Goal J.1.

The City will recognize and respect judicially acknowledged and constitutionally protected private property rights in accordance with the Community Planning Act established in Chapter 163, Florida Statutes.

Objective J.1.1

Local Decision making shall be implemented and applied with sensitivity for private property rights and shall not be unduly restrictive.

Policy J.1.1.1 The City will ensure that private property rights are considered in local decision making.

Policy J.1.1.2 The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

Other Major Changes

Future Land Use Element

Clarify wetland buffer location

Changes to clarify density limits in Central Business District

Transportation Element

Management of local roads

Encourage Complete Streets

Conservation and Coastal Management Element

Encourage land conservation through acquisition and incentives

Flexible zoning tool to encourage land conservation

Housing Element

Encourage mix of housing types to create more affordable housing options

Property rights element

New

Land Development Regulations

(aka zoning code)

UPDATE/REVISIONS

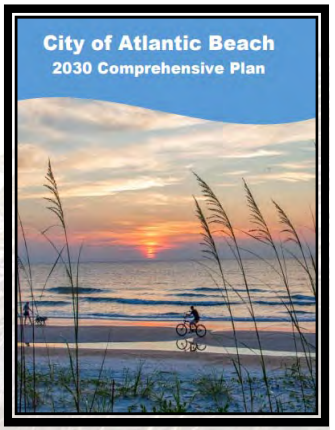
(Chapter 24 of the city code)

July 10, 2023

What are Land Development Regulations?

- Tools & regulations used to implement the city's goals/visions laid out in the Comprehensive Plan.

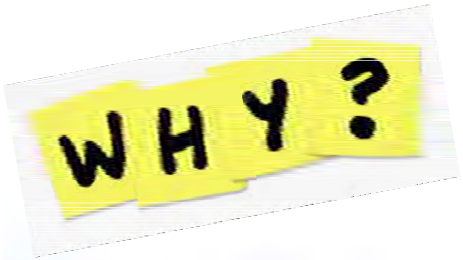
- Contains standards addressing:
  - ❖ Zoning (permitted uses, setbacks, etc.)
  - ❖ Subdivision regulations (lot sizes, streets, etc.)
  - ❖ Resource protection (i.e. wetlands)











Reason for an Update

Recent state statutes require changes to multiple code requirements:

- **Design standards for single & two-family homes**
  - ❑ F.S. 163.3202 prohibits the regulation of exterior cladding material; style or material of roof structures; exterior nonstructural architectural ornamentation; location or styling of windows and doors; location or orientation of the garage.
  - ❑ Can still regulate height, bulk, orientation, and location

- **Home based businesses**
  - ❑ F.S. 559.955 prohibits regulation of home businesses beyond requirements listed in the statute.
  - ❑ Update the code to meet statute.

Additional Topics: Noticing (Sec. 24-51)

City code requires mailers to every property owner in city for changes to zoning code or Comprehensive Plan

- ~ $4,000 in cost
- Results in large code updates every few years rather than smaller, more frequent changes (to justify cost).
- Issues can go unresolved
- Smaller changes allow more attention to the item/topic at hand

***Proposed: Advertise on**

- Signs
- City website



NOTICE OF LAND DEVELOPMENT REGULATIONS TEXT CHANGES

Ordinance No. 90-19-240

The City of Atlantic Beach is considering amendments to the City's Zoning, Subdivision, and Land Development Regulations, which generally regulate the use and development of land and waters within the City. These Regulations are included in Chapter 24 of the City's Code of Ordinances and contain six articles:

-Article I: General
-Article II: Language and definitions
-Article III: Zoning regulations
-Article IV: Subdivision and site improvement regulations
-Article V: Environmental and natural resource regulations
-Article VI: Concurrency management system

A Public Workshop on Ordinance No. 90-19-240 will be held in Commission Chambers at 800 Seminole Road, Atlantic Beach, FL 32233 by the Community Development Board and City Commission on May 15, 2019 at 6:00 PM

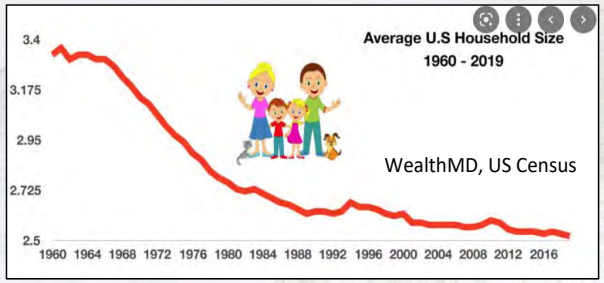
Public Hearings on Ordinances No. 90-19-240 will be held in Commission Chambers at 800 Seminole Road, Atlantic Beach, FL 32233 by the:

Community Development Board on June 18, 2019 at 6:00 PM; and
City Commission on June 24, 2019 at 6:30 PM and July 08, 2019 at 6:30 PM

Minimum Living Area (Sec. 24-81)

Remove minimum living area to allow smaller homes?

- Environmental benefits
  - Less energy consumption
  - Design flexibility (avoid wetlands, trees)
- Housing affordability
  - Smaller homes = cheaper costs
  - More/alternative housing options
- Declining avg. household sizes



Existing minimums:
- Single-Family= 1,000 sq ft
- Two-Family= 900 sf (each)
- Multi-Family = 480 to 990 sq ft (each)

Established by COAB in 1959

International Code Council reduced minimum habitable living area to 70 sq ft in 2015



"The U.S. needs to build more housing, and less expensive housing, especially in high-opportunity communities. To accomplish that, local governments must reduce regulatory barriers that limit the market's ability to build small, lower-cost homes on expensive land." (Brookings Institute)

Minimum Living Area









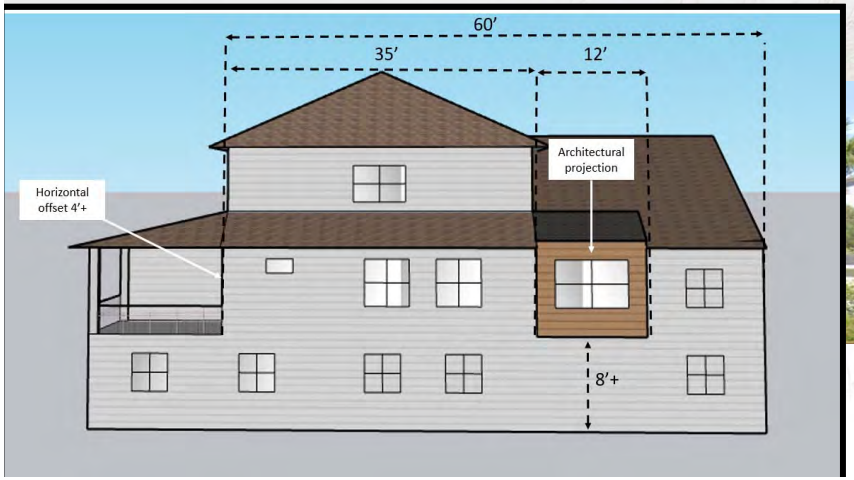
Projections into Setbacks (Sec. 24-82)

Currently allowed:

- Roof overhangs, balconies, bay windows, etc. allowed to project 2 feet into side setbacks
- Porches, overhangs, bay windows, etc. allowed to project 4 feet into front & rear setbacks

Proposed:

- Keep existing allowances
- Allow elevators to project 2 feet into side yard setbacks to encourage "aging in place"
- Add maximum width of 12 feet for "architectural projections" on second story side walls (no max width currently).





Stormwater Retention (Commercial)

(Sec. 24-89 proposed, 24-68 existing)

Current Regulations: New/major development must provide on-site stormwater retention.

Concern: Hindering redevelopment of commercial properties, especially smaller properties along Mayport Road, due to the costs and lot area needed for stormwater retention.

Proposal: Exempt commercial properties that redevelop and reduce their impervious surface coverage, and therefore reduce stormwater runoff, from on-site stormwater retention requirements.

Purpose: Remove disincentive to redevelop older commercial properties, especially along Mayport Rd, while reducing stormwater runoff.

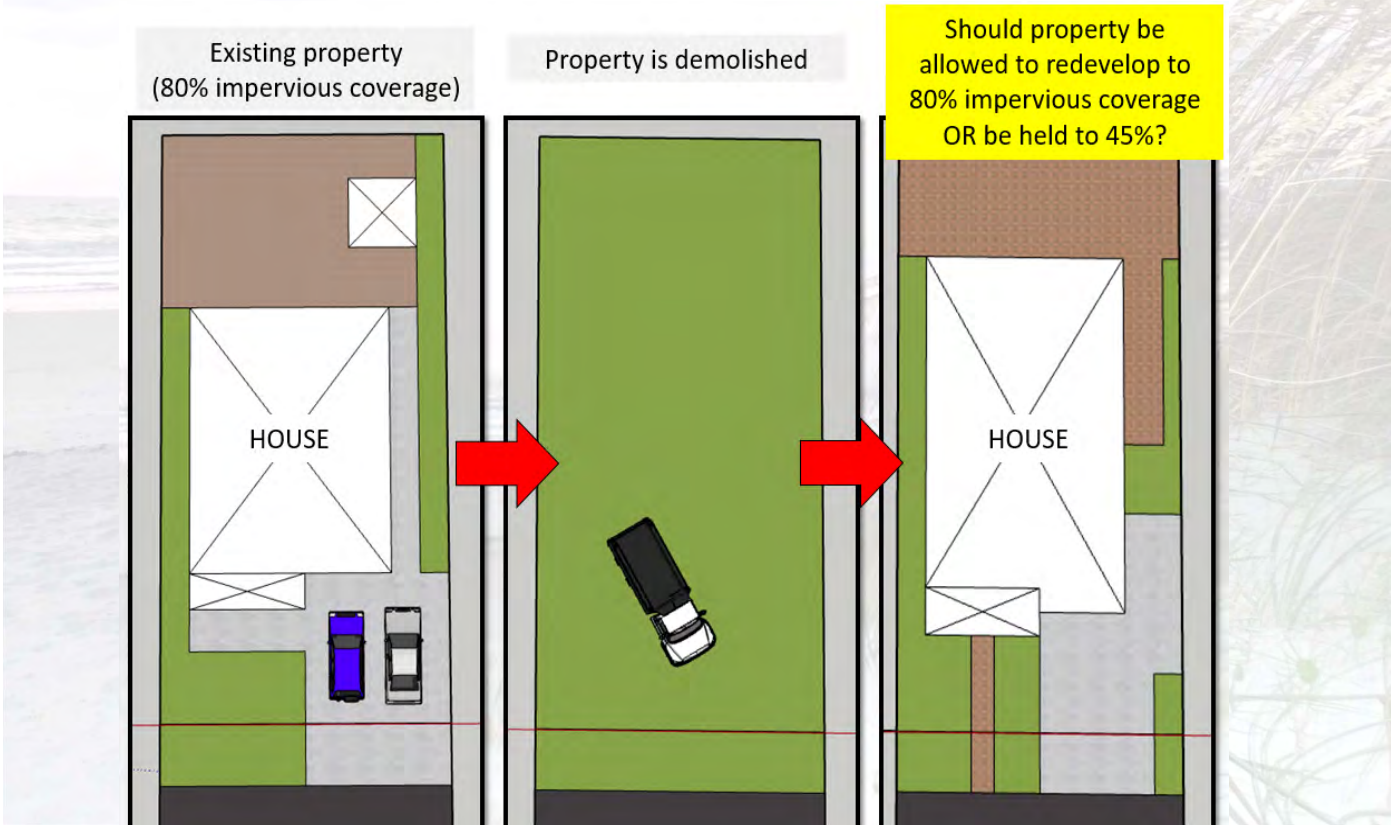
Mayport Rd Vision Plan:
"Parcels within the study area fall into two categories. Either they maintain small individual ponds on site, or they were built in the 1970s before stormwater management facilities were required. ***In order to redevelop, the owner of a site without stormwater management facilities must meet today's regulations, which could consume 15-20% of the total site. This is a disincentive to redevelop."***



Impervious Surface (Sec. 24-104-116)

"Grandfathering" of impervious coverage over 45%

- Currently, properties with over 45% coverage can redevelop to previous coverage
- Should new homes be allowed to rebuild to previous lot coverage?



Impervious Surface (Sec. 24-104-116)

***Proposed: Require new development to meet the max 45% coverage**

- New development has to meet all other codes
- Minor development still grandfathered
- Intent is to alleviate stormwater/flooding

Environmental Stewardship Committee (ESC) supports proposed requirement as it will:

- Decrease stormwater runoff
- Increase aquifer/groundwater recharge
- Improve water quality



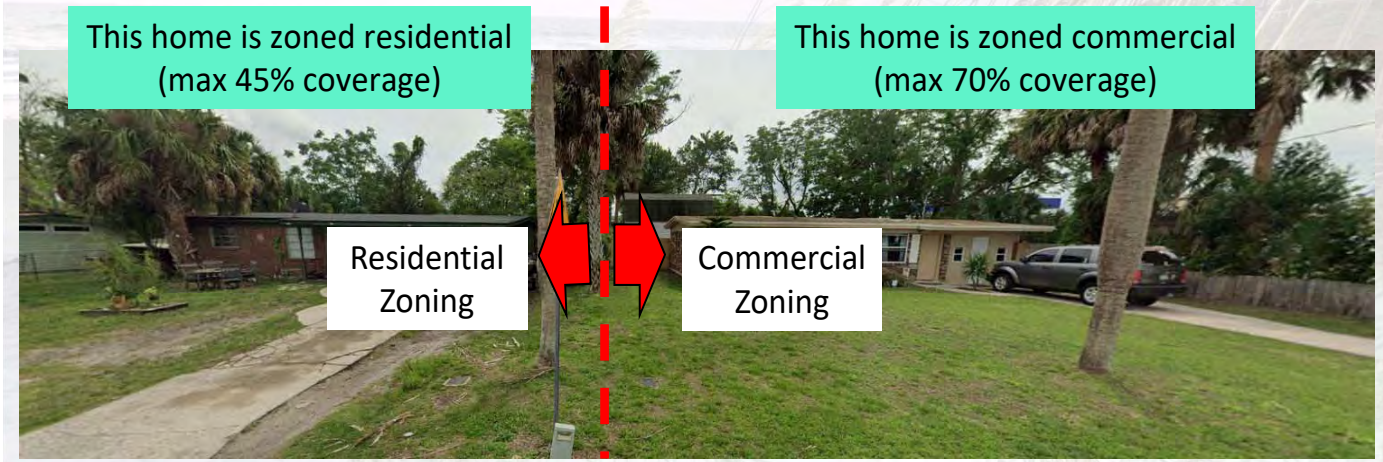
New development example



Impervious Surface (Sec. 24-110-112)

Residential Homes in Commercial Zoning Districts

- Max impervious coverage allowed in commercial districts = 70% (45% in residential districts)
- Currently ~40 Single- & Two-family homes in commercial zoning districts
- Should new homes in commercial districts be allowed 70% coverage or held to 45% coverage like homes in residential districts?



Proposed: New homes in commercial districts be held to 45% max impervious surface coverage.

Artificial Turf (Sec. 24-90 proposed)

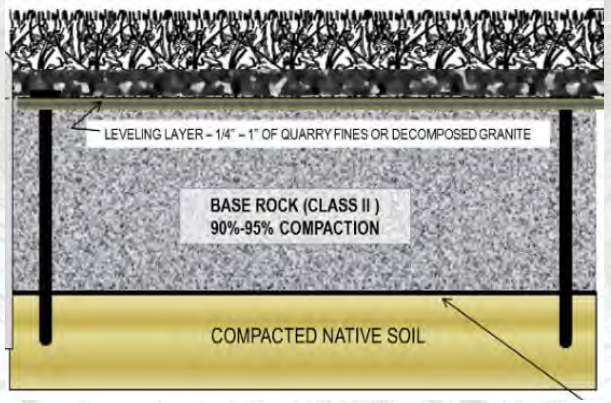
Should artificial turf be considered pervious or impervious?

- Currently considered pervious
- Increasingly popular

COAB Definition:
Impervious surface shall mean those surfaces that prevent the entry of water into the soil.

According to UF, due to compaction of soil artificial turf reduces infiltration and increases stormwater runoff when compared to natural turf.





Artificial Turf (Sec. 24-90 proposed)

How to address artificial turf?

- Increasingly popular
- Pervious or impervious?
- Environmental Concerns



According to UF, due to compaction of soil artificial turf reduces infiltration and increases stormwater runoff when compared to natural turf.

Environmental Considerations	Natural Turf	Artificial Turf
Flood control/stormwater runoff	Retains more stormwater than artificial turf.	Compaction reduces infiltration and increases stormwater runoff.
Recharge aquifer/groundwater	Greater infiltration rate than artificial turf, which means more groundwater recharge.	Compaction of soil to create base results in a reduced infiltration rate and less groundwater recharge.
Water Consumption	Irrigation often leads to water consumption.	Is not irrigated, however users often use water to cool down and wash artificial turf.
Water Quality (pollutants)	Root system filters and absorbs pollutants from water runoff. ***However pesticide use is common.***	Runoff contains variety of contaminants, both organic compounds and heavy metals. ***No pesticide use though.***
Wildlife	Supports arthropods such as beetles, bees, and worms which in turn supports larger wildlife.	Does not support wildlife.
Heat Island Effect	Cools surrounding area	Heat the surrounding area which can lead to increased energy usage for cooling nearby building(s)

Artificial Turf (Sec. 24-90 proposed)

Staff & ESC Recommendation:

- Consider as impervious surface
- 50+ feet from water bodies
- Not allowed within drainage features (swales, retention, etc.)

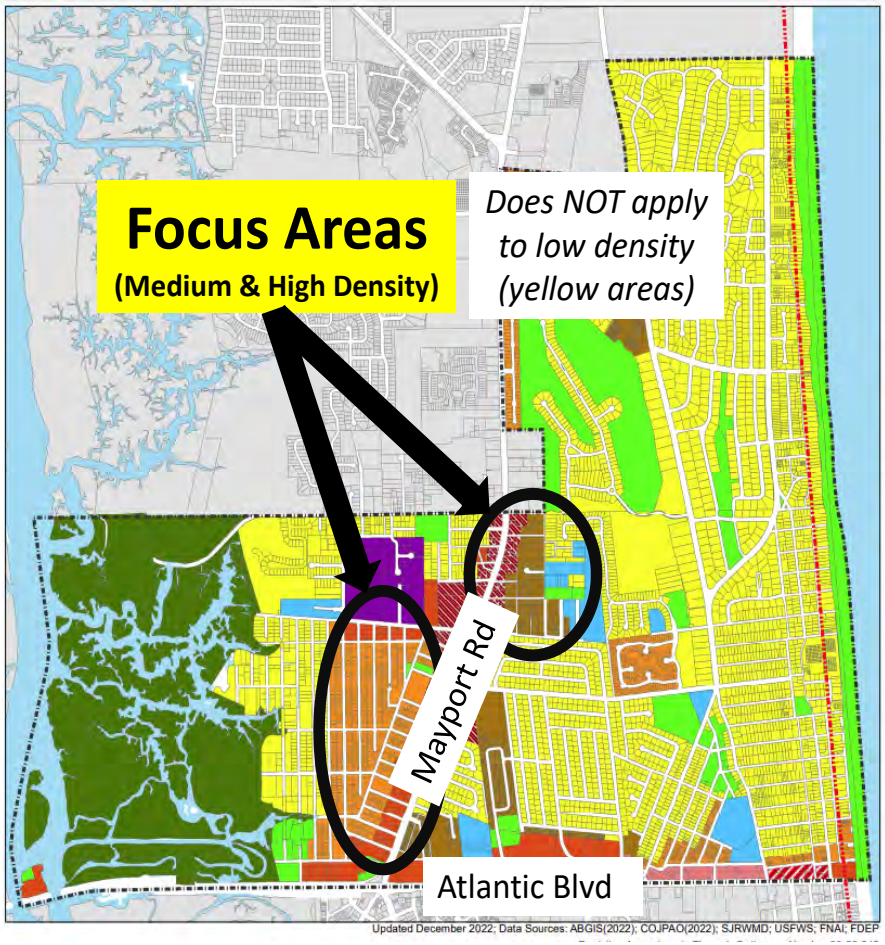
EXAMPLES

Municipality	Regulations
Orlando, FL	Treated as impervious surface. Not allowed within 50 feet of water body.
Cutler Bay, FL	Not allowed in single-family districts. Not allowed in drainage features (swales, ponds, etc.)
Marco Island, FL	Not allowed in drainage features.
West Palm Beach, FL	Not allowed in residential districts. Not allowed in drainage features. Treated as an impervious surface.
Surfside, FL	Not allowed in drainage features.
Doral, FL	Not allowed in front yards or in drainage features.

Attachment G to
7-10-23 Minutes

Minimum Lot Size in Medium & High Density

(Sec. 24-107, 108)





Minimum Lot Size in Medium & High Density

The minimum lot size required for new single-family lots in medium and high density areas is inconsistent with the Comprehensive Plan.

Zoning/Density	Zoning Code	Comprehensive Plan	Note
Single-Family Zoning/ Low Density	7,500 sq ft for new single family lots	7,260 square feet per residential unit.	Consistent
Two-Family Zoning/ Medium Density	7,500 sq ft for new single family lots	3,112 square feet per residential unit.	Not Consistent
Multi-Family Zoning/ High Density	7,500 sq ft for new single family lots	2,178 square feet per residential unit.	Not consistent

The zoning code should be consistent with the Comprehensive Plan

Proposed:

Single-Family/Low Density: NO CHANGES

Two-Family/Medium Density: 5,000 sq ft for new single family lots

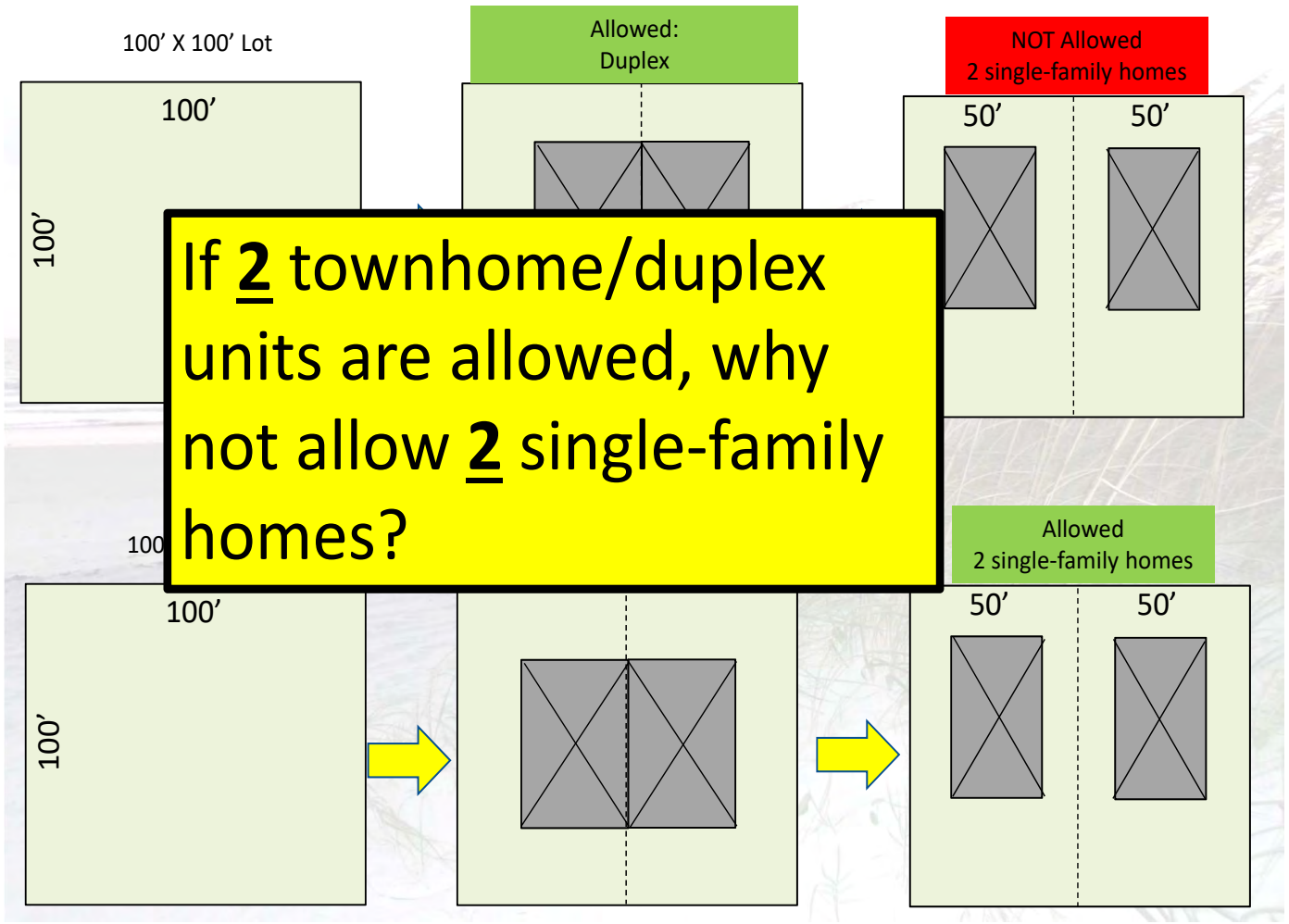
- This area largely consists of platted 50' X 100' lots, so this size was chosen to maintain the existing "character" or development pattern

Multi-Family/High Density: 4,000 sq ft for new single family lots

- Lot sizes vary in this area. 40' X 100' was chosen to be more consistent with the Comprehensive Plan while also maintaining existing development patterns.

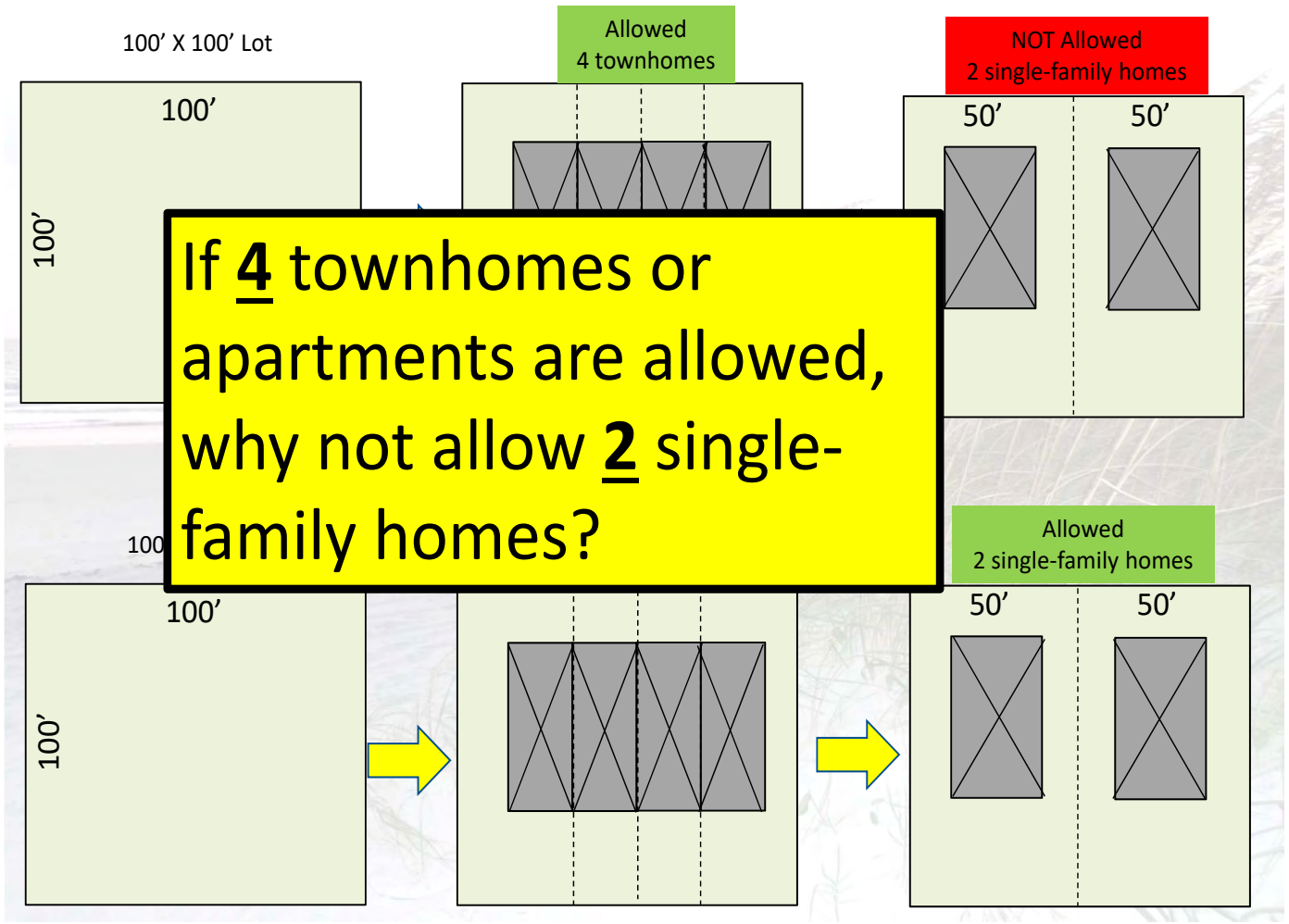
Current Zoning:

(Two-family/medium density)



Current Zoning:

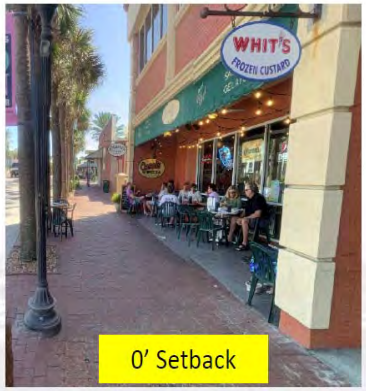
(Multi-family/high density)



Commercial Building Setbacks

Mayport Rd Redevelopment Plan (2003), Mayport Rd Redevelopment Plan (2016), Mayport Rd Vision Plan (2018), and Connectivity Plan (2021) ***recommend bringing commercial buildings closer to the street.***

- ✓ "Activates" the street
  (attracts foot traffic, outdoor seating, "eyes on the street", etc.)
- ✓ Walkable development
  (Safer & more inviting for pedestrians)
- ✓ Visually more appealing
  (building façade vs. parking lot)



0' Setback


10' Setback

- Dangerous for pedestrians & bicyclists
  (auto-oriented with driveways and parking lots)
- Visually less appealing
  (building façade vs. parking lot)


40' Setback


60' Setback

Commercial Building Setbacks

Bringing commercial buildings closer to the street is also recommended by:

- American Planning Association (APA) "Commercial Corridor Redevelopment Strategies"
- APA "Intergenerational Community Planning"
- American Association of Retired Persons (AARP) & Congress for New Urbanism (CNU) "Handbook for Improved Neighborhoods"
- And more.



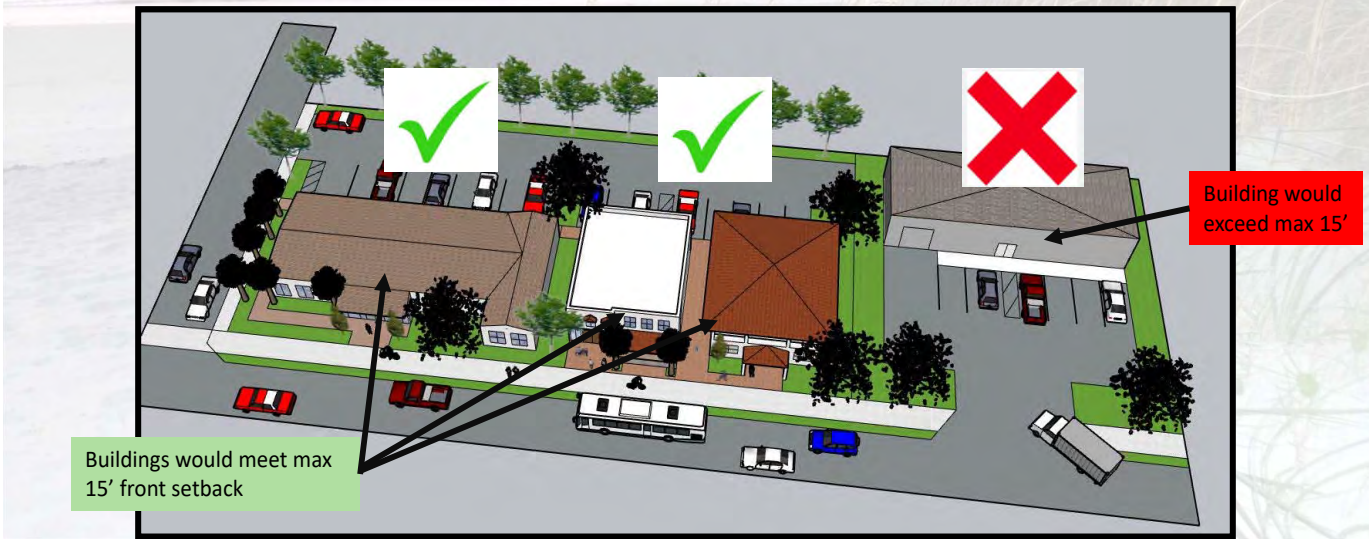


✓ Building close to and facing sidewalk/street
✓ Safer & more appealing for pedestrians to access business

Commercial Building Setbacks

Commercial Zoning District:	CBD (Town Center)	CPO	CL	CG	TM
Existing front setback	MAX 15’	MIN 20’	MIN 20’	MIN 20’ or 10’	MAX 5’
Proposed front setback	MAX 15’	MIN 20’	MAX 15’	MAX 15’	MAX 5’

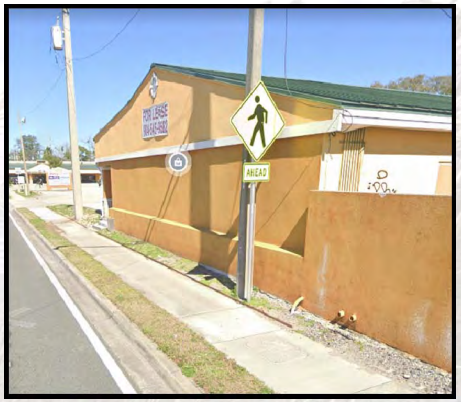
Proposed:
Change the required front setback for new commercial buildings to a **maximum of 15 feet** to create more walkable, safer, and appealing commercial districts. This would mean the front of the building could be anywhere from 0 to 15 feet from the front property line.



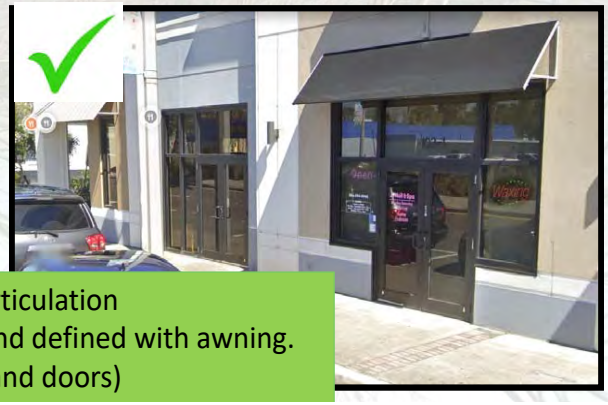
Commercial Building Design Standards

American Planning Association "Commercial Corridor Redevelopment Strategies" (2021), Mayport Rd Redevelopment Plan & Mayport Rd Vision Plan recommend establishing design standards for commercial development.









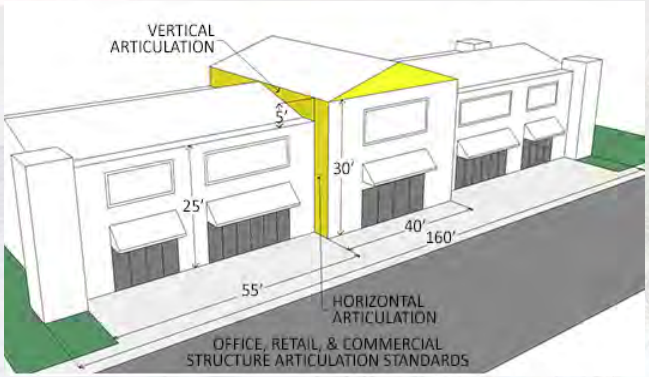
- Horizontal and vertical articulation
- Entry doors face street and defined with awning.
- Transparency (windows and doors)

Commercial Building Design Standards

Design standards are recommended by:

- Mayport Road Redevelopment Plan
- Mayport Road Vision Plan
- American Planning Association “Commercial Corridor Redevelopment Strategies”
- American Planning Association “Smart Codes: Model Land Development Regulations”

New commercial buildings should be designed to create vibrant and visually appealing commercial areas that enhance the character of the city.

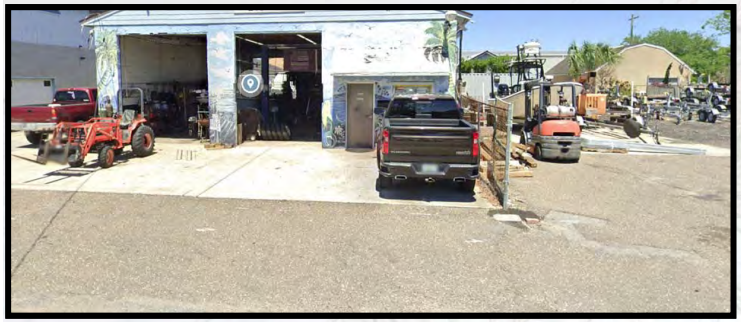




Commercial Uses

2030 COMPREHENSIVE PLAN

Policy A.1.10.5 *"Along the Mayport Road corridor, the continuation and proliferation of light industrial uses, automotive sales and repair businesses and other more intensive commercial business activities shall be discouraged in favor of those businesses and uses that provide neighborhood serving retail products and services that generate daily activity and interaction between residents of the surrounding neighborhoods such as banks, drugstores, restaurants, churches, child care centers, grocery stores and similar businesses and uses."*





Driveways (commercial)



Driveways (commercial)

Strategies to increase driver and pedestrian safety (FHWA & FDOT):

- Minimize driveways (curb cuts)
  - Spacing between driveways
  - Max Number
  - Street frontage (i.e. 1 per 100' frontage)
  - Joint/cross access between parking lots
- Access from side street
- Spacing from intersections
- Avoid commercial strip development
  - Instead: Mixed use, building near street, parking in back



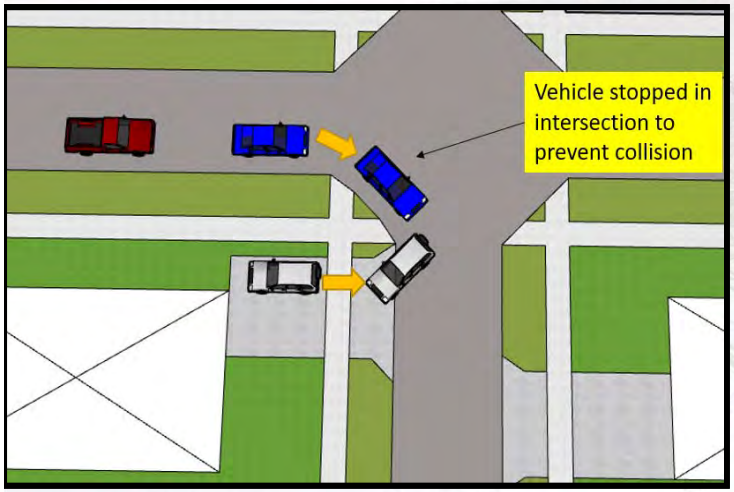
Posted Speed on Arterial Street (mph)	Centerline to Centerline Driveway Spacing (feet)	Approx. Number of Driveways per 500-Foot Block Face
20	85	About 6
25	105	5
30	125	4
35	150	3
40	185	3
45	230	2
50	275	Fewer than 2

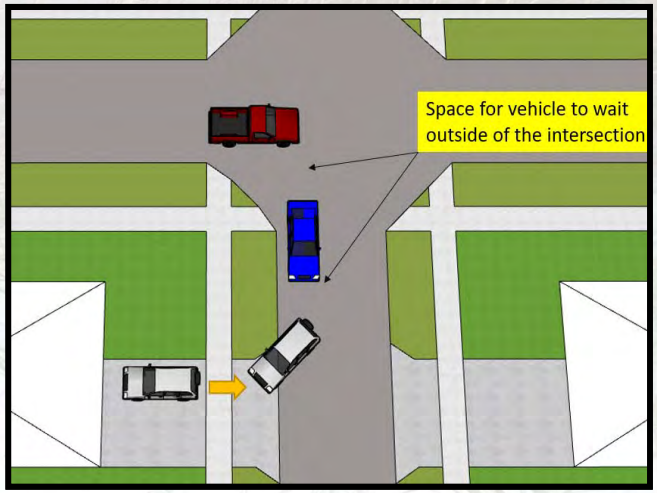
"When this range of spacing is not achieved, the result will be a higher accident rate"
(Center for Transportation Research and Education)

Driveways (residential)

FHWA: "Limiting or eliminating driveways within functional area of an intersection helps reduce the number of decisions motorists must make and improves safety."

	From intersection
Satellite Beach	25'
Ormond Beach	50'
Winter Garden	15'
Cocoa Beach	25'
Delray Beach	25'
Gainesville	25'





Attachment G to
7-10-23 Minutes



Next Steps

- Joint workshop between Community Development Board and Commission
- Updated changes to CDB for recommendation to Commission
- Commission review Comp Plan sent to State & other surrounding cities for review
- Commission approval

Attachment H to
7-10-23 Minutes

(904) 237-5967 **THOMAS W. MELBA** tmelba57@hotmail.com

July 10, 2023

Curtis Ford
Mayor, City of Atlantic Beach
800 Seminole Road
Atlantic Beach, FL 32233

Dear Mayor Ford,

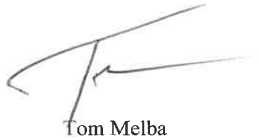
"Is he gone?" Two words no one wants to ever have to say or hear. Thankfully to the outstanding work of the Atlantic Beach Lifeguard team, my son did not have to hear my wife respond with a "yes," while I was still at the beach speaking with the lifeguard team.

My wife and I have been living here in Atlantic Beach (5th Street) for over 10-years. We understand the schizophrenic behavior of the beach, but yesterday (Sunday, July 9th) was an exception. My wife and I went out for an ocean paddle. Due to the strong in-land wind we decided to not bring our kids, they usually sit on the front of the paddle boards. We both told each other to paddle close to shore as we navigated the busy beach crowd into the ocean. Within minutes of our paddle a massive storm/wind hit the beach. Many beachgoers were in a panic due to how severe the storm was and how rapidly it approached. I was about 40-feet from shore, while my wife was only about 10-feet. The storm created a powerful surge of wind within seconds. In this time, I saw my wife drop to her knees and scream, "GET DOWN!" I then saw her paddle board spiraling out to sea as it flew about 3-4ft. in the air. I told her to get back to shore and then went after her board.

Ultimately, I caught-up with my wife's paddle board, but then I was dislodged from my paddle board and simultaneously lost my wife's board. Meanwhile I was now at least two-football fields out to sea, and moving further and further out. There was a flash of a moment when I had to decide if I wanted to swim further out to sea to try to get to one of the paddle boards. Instead of exhausting extra energy I made a snap decision to try to swim to shore before the distance was too daunting. I've done dozens of open water swims, some as large as 8-miles, but after 10-minutes of swimming I was beginning to question my decision. I began to get scarred. Then came the Atlantic Beach Lifeguard team on a wave runner, weathering the rain and big waves. I grabbed one of their arms and jumped-on to their wave runner.

I cautiously say that I think I could have made the swim, but I'm blessed that I didn't have to try to answer that question – because the team of **Josh Barnhart** and **Tom Hardy** came to my rescue. I'm indebted to them and the fine team of lifeguards in Atlantic Beach. They endangered their own lives to come to the rescue of someone they've never met and they ensured that an 11-year-old boy would not have to endure one of the worst nightmares a child could ever experience, the loss of a parent. Thank you Josh, thank you Tom!

Sincerely,



Tom Melba

MINUTES
Budget Workshop Meeting
Tuesday, July 25, 2023 - 5:30 PM
Commission Chamber

Commission Waters gave an invocation.

ATTENDANCE:

Present:	Curtis Ford, Mayor - Seat 1 Bruce Bole, Commissioner - Seat 2 Michael Waters, Commissioner - Seat 3 Candace Kelly, Commissioner - Seat 4 Jessica Ring, Commissioner - Seat 5
Also Present:	Joe Gerrity, Interim City Manager (CM) Donna Bartle, City Clerk (CC) Kevin Hogencamp, Deputy City Manager (DCM) Victor Gualillo, Police Chief (PC)

CALL TO ORDER
Mayor Ford called the meeting to order at 5:30 p.m.

1. PUBLIC COMMENT

Mark Davenport spoke about adding more pickleball courts to Donner Park.

Rick Carper spoke about the budget review process and the importance of keeping the public updated about on budgeting issues.

Brinkley Harrell spoke about the public not having a budget draft to review. He spoke about the budget, including more detailed salary information and comments about other budgeting issues.

CC Bartle read the following comment into the record:

James Roman is in support of adding additional pickleball courts at Donner Park.

2. FY 2022-23 REVIEW

CM Gerrity gave an overview as presented in slides one through eight of a PowerPoint (which is attached hereto and made part of this Official Record as **Attachment A**).

7-25-23 Attachment A

3. FY 2023-24 BUDGET TOPICS

DRAFT

A. Departmental Budget Overview

PC Gualillo highlighted the Police Department's proposed budget as detailed in a slide show (which is attached hereto and made part of this Official Record as **Attachment B**) and answered questions from the Commission.

PC Gualillo spoke in detail about recruiting challenges and efforts.

Commissioner Waters asked about the maintenance schedule for the police vehicles. PC Gualillo explained that First Vehicle is contracted out to maintain the vehicles and spoke about the conditions of the current vehicles.

Commissioner Ring asked for clarification regarding the breakdown of total vehicles versus the number of staff. PC Gualillo responded about current and future staff numbers and vehicle usage of all staff.

Mayor Ford asked about the status of the newly ordered cars, and PC Gualillo explained the status of the new cars. Clarification was given regarding the rolled-down car assignment to staff. Mayor Ford explained he would not support the total request of four new cars or two new cars because of the difficulty with hiring new officers. Mayor Ford explained he supports extending the life of a few patrol cars and possibly adding new cars to next year's budget.

Commissioner Ring asked for clarification regarding the ordering timeline and process. PC Gualillo explained the process stating it could take up to 18 months to receive a new patrol car.

Commission Kelly asked about the status of the Citizen Police Academy (CPA). PC Gualillo responded a new CPA class would start in Spring.

Mayor Ford spoke about the option of offering vehicles being used by volunteers or part-time staff to be used by new hire officers if needed.

Mayor Ford asked if the City approved the purchase of one new vehicle and deployed the strategy of pushing out the life expectancy of the other vehicles and would that work for the Police Department. PC Gualillo responded there are currently not enough cars in the fleet and the department would still be short on vehicles. PC Gualillo reviewed the current numbers of staff versus vehicles needed.

Commissioner Ring asked about the option of leasing police cars. PC Gualillo explained the process and pros and cons of leasing vehicles.

Mayor Ford asked for confirmation that the purpose of the meeting was for information purposes only. CM Gerrity explained the final budget process and made note that staff would take information from the departmental budget workshops and prepare a final

DRAFT

budget for Commission review by August 7, 2023. GM Gerrity reviewed the Budget Workshop and meeting schedule.

7-25-23 Attachment B

B. Enterprise Funds Overview

CM Gerrity reported on slides eleven and twelve from **Attachment A**.

Discussion ensued regarding past and current salary increases for all City staff. PC Gualillo confirmed the 5% increase for Police versus the 3% increase for non-union staff. Commissioner Kelly asked if all City staff could get equal pay increases. Mayor Ford reviewed last year's increases. Mayor Ford asked the Commission to consider pay increases for the lower-earning employees, bringing them up to the midpoint salary and higher-paid employees if not at the midpoint salary. Commissioner Bole spoke about employees living further away, causing an increase in transportation costs.

C. Capital Projects

CM Gerrity reported on slides thirteen through seventeen from **Attachment A**.

Commissioner Ring asked about the search status for a replacement van for Parks and Recreation. CM Gerrity stated a van was ordered, the old van was traded in, and the van would be shared with the Boys and Girls Club.

Commissioner Bole asked about the status of the reconstruction of the 16th Street Walkover. CM Gerrity explained a third engineering study would be completed.

Mayor Ford asked for clarification regarding the Sherry Drive Phase II Water PVC (Pioneer/NS Mayport) and the 75% reimbursement DCIP. CM Gerrity explained most grant funding is reimbursed to the City after the City has paid for the entire project. Mayor Ford briefly spoke about the benefits of COAB providing water to the Mayport base.

Commissioner Ring asked for clarification regarding the Dora Drive project and the cost of the environmental study. Mayor Ford and CM Gerrity clarified the environmental study would cost approximately $5,000, and this budget item is for phase one of the project.

CM Gerrity spoke about the items on slide eighteen of **Attachment A** regarding Commission Consensus needed. He explained that he and DCM Hogencamp visited multiple City parks and agreed the only place feasible to add pickleball courts would be Donner Park. He explained the project would cost approximately $230,000, and 18-20 trees would need to be removed. He mentioned another option would be to convert existing tennis courts to pickleball courts at an estimated cost of $40,000.

Commissioner Kelly suggested the Parks and Recreation Master Plan should include updated plans for any changes from the Master Plan before decisions are made. She explained accommodations have already been made within the City to accommodate pickleball, and if additional changes need to be made, it should go back to the Parks and

DRAFT

Recreation Department to be included in the Master Plan and she does not support spending additional funds for more pickleball courts at this time.

Commissioner Ring asked for background information regarding the Parks and Recreation Master Plan. Commissioner Kelly explained the Parks and Recreation Department created the Master Plan, and it has never been updated to include pickleball.

Commissioner Waters suggested converting the existing tennis court at Donner Park into a pickleball court and that tennis courts are available at Jack Russel Park.

Mayor Ford supports adding additional funds to the budget to meet the needs and requests of the citizens for additional pickleball courts. He agreed the Parks and Recreation Master Plan could be updated but does not want to delay budgeting funds for additional courts.

CM Gerrity concluded he would meet with staff and get a more specific quote for converting the tennis court at Donner Park into an additional pickleball court and would bring the information back to the Commission in the final budget for formal consideration.

Commissioner Ring suggested Pier deck/rail replacement be made at Dutton Island north pier and Sunset pier. CM Gerrity responded the City would do its best.

Mayor Ford explained the City is still waiting on revenue, and it is difficult to determine an exact budget without all the expected revenue. Additional revenue information should be coming within the next week.

Commissioner Waters suggested budgeting more money for additional pickleball courts in addition to the conversion at Donner Park. Commissioner Bole responded additional plans should be included in the Parks and Recreation Master Plan.

Commissioner Ring asked about the Main Street road project to address speeding. CM Gerrity explained an active project listed in the budget addressed a traffic calming project going out to bid. Mayor Ford suggested increasing enforcement, adding lower cost speed tables, and monitoring the results before spending much more money on traffic calming circles. PC Gualillo suggested everyone look at the hard data in recent reports, which shows no speeding issues on Main Street. Commissioner Ring reiterated that Main Street has a speeding issue. Mayor Ford suggested an extra push of hidden speed enforcement. CM Gerrity stated this topic would be brought back for further discussion at an upcoming regular Commission meeting.

ADJOURNMENT

The meeting adjourned at 7:10 p.m.

DRAFT

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT


Fiscal Year 2023-24 Budget
Commission Workshop #1
July 25, 2023

ATLANTIC BEACH
Florida

FY 2022-23 HIGHLIGHTS ADMIN/ENGINEERING

- **Administering the City's 10-year capital improvement plan (Commission Priority)**
- **Secured $574,000 from FEMA and in state appropriation for design and construction of the Cutlass Drive box culvert expansion project in the Hopkins Creek drainage ditch.**
- Secured $194,000 FDEM grant to replace all eight bay doors at the Public Works building with 140-mph wind-rated doors.
- Secured $184,250 in FDEP grant for Cavalla Road lift station flood protection project.
- Secured $92,500 FEMA grant for design of the Stanley Road Drainage Improvement project in the Aquatic Gardens watershed.
- Studying/planning for the potential purchase of Dora Drive stormwater mitigation park





ATLANTIC BEACH
Florida

FY 2022-23 HIGHLIGHTS PUBLIC WORKS/UTILITIES

- **Donner Road project (August completion)**
- **Turf block parking on George Street (14 spaces)**
- **Dutton Island: Rebuilt fishing pier pilings, east and west lookouts and bridge culvert; planted south kayak area**
- **Modernization of Water Plants 1 (design) and 2 (construction); water tower demolition**
- Old Sherry Drive water main extension
- Safety improvements at Sandpiper and Plaza
- Beaches Veterans Memorial Park Merchant Marine monument
- Skateboard park repairs, facelift





ATLANTIC BEACH
Florida

FY 2022-23 HIGHLIGHTS

POLICE, OCEAN RESCUE, ANIMAL CONTROL

- **City Commission arrived at consensus regarding new lifeguard station**
- Implemented citizen online services presence on web and added Thorguard lightening prediction and crime mapping to website
- Produced new annual report that presents crime statistics using the National Incident Based Reporting System, the new standard; become one of first agencies in Florida to have data FBI-certified
- Took over the management of – and is steadily improving -- the pay-to-park program at 18th and 19th streets





ATLANTIC BEACH
Florida

FY 2022-23 HIGHLIGHTS

PLANNING, COMMUNITY DEVELOPMENT, BUILDING

- **Reviewing land development/stormwater management codes (Commission Priority)**
- **Obtained federal grant to identify new opportunities to improve connectivity and bike/pedestrian safety (Commission Priority)**
- Preparing for a tree canopy assessment to create actions to further protect and enhance the canopy (Commission Priority)
- Administering the Mayport Road Vision Implementation Plan, Connectivity Plan and Parks Master Plan (Commission Priority)
- Conducting community outreach aimed to reduce residential water consumption by 15%, and residential and City energy consumption by 10%, by Dec. 31, 2023 (Commission Priority)
- Received LEED Gold v4.1 certification.
- Planted 75 trees and recertified as Tree City USA.



ATLANTIC BEACH
Florida

FY 2022-23 REVIEW CULTURAL ARTS/RECREATION

- **Developing partnership with Boys' and Girls' Clubs of Northeast Florida to provide after-school and summer programming, ensuring that the program is certified and has qualified educators on staff (Commission Priority)**
- Grew Arts, Recreation and Culture Committee grant program; added community programs
- Major Events
  - Egg Hunt and Parade
  - Tour de Parks
  - Shakespeare in the Park
  - Fall Fall Fest
  - Jazz Fest
  - Artisans' Faire
- 20th anniversary of Acoustic Night and Songwriters Concerts

BOYS & GIRLS CLUBS OF NORTHEAST FLORIDA
60 YEARS OF CREATING GREAT FUTURES





ATLANTIC BEACH
Florida

FY 2022-23 HIGHLIGHTS GENERAL GOVERNMENT

- **City Commission: Created Safety, Traffic and Parking Committee to review beach access-parking and mobility issues, and provide recommendations to the City Commission (Commission Priority)**
- Finance/IT: Reviewing Enterprise Resource Planning software proposals; requesting funding in 2023-24 budget
- Information Technology:
- Upgraded server upgrade in virtual environment.
- Upgraded IT HelpDesk; established Public Works IT work order request system.
- Migrating on-premise email server to the Microsoft Government Cloud.



ATLANTIC BEACH
Florida

ACTIVE PROJECTS

- **WWTF Hydraulic & Piping Improvements**
  - Out to bid Aug. 14
- **Main Street Traffic Calming**
  - Out to bid Aug. 21
- **Levy Rd Sidewalk Improvements**
  - Out to bid Aug. 21
- **Aquatic Drive Stormwater Improvements**
  - Out to bid Aug. 28
- **Lifeguard Station**
  - Construction expected to begin October 2023
- **Splash Pad**
  - Construction expected to begin October 2023




CITY OF ATLANTIC BEACH
FLORIDA
Fiscal Year 2023-24 Budget
Preliminary Overview

ATLANTIC BEACH
Florida

June 23 to July 31	State Revenue Sharing Estimates provided	Department of Revenue
July 1	Deadline to receive Certification of Taxable Value; actually received June 26.	Property Appraiser
July 10-13	**Review budget with Commissioners individually**	City Commission, City Manager
July 24	Approval of proposed millage rate on DR-420 and scheduling of public hearings to consider the Tentative Millage and Tentative Budget. This information is to be presented to the property appraiser by Aug. 4 -- within 35 days from the July 1 date of certification deadline.	CM, Director of Finance
July 25	**Budget Workshop #1**	DF, CM, CC
August 7	**Budget Workshop #2**	DF, CM, CC
August 24	Tax notifications to be mailed within 55 days of Certification, (TRIM notice of proposed property taxes).	PA
August 24	**(If Necessary) Budget Workshop #3**	DF, CM, CC
September 21	Advertise in newspaper for public hearing on adoption of Tentative Budget and Proposed Millage (The property appraiser also notified property owners).	DF, CC, PA
September 13	**First Public Hearing to adopt the Tentative Budget and Millage (F.S. 200.065).**	CC
September 21-23	Publish TRIM notice in newspaper	DF
September 25	**Second/Final Public Hearing to approve Budget and Millage Rate**	CC
Within 3 days of final hearing	Send resolution adopting the millage rate to the property appraiser and tax collector	DF
Within 3 days of receiving Form DR-422	Complete and certify millage rate to property appraiser	DF
Within 30 days after final hearing	Complete Certification of Compliance Form (Form DR-487) along with copies of ads (whole page) proof of publication from newspaper and copies of ordinance adopting the budget and resolution adopting the millage rate	DF

ATLANTIC BEACH
Florida

ASSUMPTIONS

- Maintain the lowest millage rate (3.1035) in Northeast Florida
- Personnel
  - No increase in number of budgeted personnel; repurpose police position for information technology responsibilities
  - 4% salary increase for general and unionized blue-collar employees
  - 5% salary increase for unionized police employees
  - 8-10% in health insurance cost
- Vehicles
  - Two new police vehicles
  - One new public works vehicle (pickup truck)

ATLANTIC BEACH
Florida

AD VALOREM TAXES

- Current millage 3.1035
- Property values increased 9%
- Rolled-back millage rate is 2.8410. At this rate, the tax levy would be the same as FY 2022-23
- Required to budget at least 95% of tax levy
- The City usually receives between 95-97% of the levy.

Capital Improvement Projects

Projects	Total
Aquatic Gardens (HMGP)	2,813,000
Public Works building ($950K carryover plus 550K from water/sewer)	1,500,000
Dora Drive	1,100,000
Lifeguard station ($560K COJ, $340K COAB TBD)	900,000
Enterprise Resource Solution (ERP)	625,000
Levy Road multi-use path ($609,573 carryover)	609,573
Splash Pad	607,600
Reconstruct 16th Street Walkover (carryover)	600,000
Baker Center expansion ($500K grant)	500,000

Capital Improvement Projects (Cont'd)

Projects	Total
Mary Street and Stewart Street stormwater improvements (75% HMGP funded)	371,400
Milling and paving	350,000
Traffic Safety Study ($200K grant)	225,000
Dutton Island north pier deck/rail replacement	200,000
Sunset pier deck/rail replacement at Tide Views	200,000
Replace bay doors ($194K HMGP grant funded)	194,000
New beach walkover(s) (locations TBD)	140,000
Sidewalks (various locations)	125,000
Stanley Road sewer improvement (90% HMGP)	103,000

Capital Improvement Projects – Water & Sewer

Projects	Total
Sherry Drive Phase II water PVC – Pioneer/NS Mayport (75% reimburse DCIP)	1,400,000
WTP #2 modernization-construction	1,300,000
WTP #1 modernization-construction (carryover)	992,000
WTP #3 new well/pump construction	$850,000
Infiltration and inflow control – assessment and implementation	500,000
Cavalla lift station retrofit	400,000
Buccaneer lift station retrofit	384,600
WWTF Hypochlorite conversion	300,000
20th St. lift station bulkhead and access road reconstruction	250,000

Capital Improvement Projects – Water & Sewer (Cont'd)

Projects	Total
Cavalla service connections east end	250,000
Aeration tank improvement	250,000
WTP #1 ground tank clean/paint inside/out	250,000
Clay service line replacement – Selva Marina, Oak Harbor and Park Terrace	200,000
Mayport Road water PVC (carryover)	197,100
Replace digester catwalk (carryover)	185,030

ATLANTIC BEACH
Florida

GRANT FUNDING

Project	Expenditure Category	Budget	COAB Funding	Grant Funded
Aquatic Gardens Drainage Improvements Phase I	Stormwater	$2,813,000	$524,326	**HMGP - $1,488,674 State Allocation – $800,000**
Donner Park Splash Pad	Parks	$607,500	$382,500	**FRDAP - $185,500 CDBG – $39,500**
Levy Rd Multiuse Path	Streets	$629,000	$537,800	**CDBG - $91,200 (might be less due to design fees, need to check grant balance w/ Kim)**
Vulnerability Assessment & Adaptation Plan Update	Planning	$165,000	$13,050	**CDBG-MIT -$86,950 FDEP Resilient FL - $65,000**
Mary St Drainage Construction	Stormwater	$371,400	$$92,850	**HMGP - $$278,550**
Stanley Rd Drainage Improvements Design	Stormwater	$102,789	$10,279	**HMGP - $92,510**
Cutlass Drive Box Culvert Design	Stormwater	$81,886	$8,189	**HMGP - $73,697**
Public Works Building Storm Rated Bay Doors	Facilities	$194,000	$0	**HLMP - $194,000**

Commission Consensus Needed

Department/Division	Project	Amount
Public Works	Pickleball court expansion/tennis court conversion	230,000
Public Works	Seminole Road gateway improvement	
Public Works	Baseball field improvements (ABAA)	

COMMISSIONER REQUESTS


Attachment A to
7-25-23 Minutes

Attachment A to
7-25-23 Minutes



ABPD

FY 2024 Budget Presentation

1

Overall 2024 PD Budget

-0.183 %

2

OTHER LARGE PROJECTS

5% Police Union Negotiated pay increase

Outside Air Unit Replacement - $90K

JAG Countywide Grant – Community Sec Camera LPR project $56K

New Software/Hosting – Frontline $11.5K (+$5K)

POLICE VEHICLES PATROL DIVISION

- When Patrol Division Fully Staffed
- Needs 24 Vehicles
- Currently 21 Vehicles available
- 2 pool vehicles

- 2024 Budget Request
- **We reduced Police Officers from 34 to 33 sworn positions**
- 2 New Police Vehicles ($120,000)
- This will leave us 1 car short if we fill all open positions in 2024

4

VEHICLES IN THE PD FLEET

- 41 Total vehicles
- Admin Vehicles are kept for Approx 10 Years
- Patrol Vehicles are kept for Approx5-7 years / 80K – 100K miles / Maint. History
- PD Staff Recommends Refreshing a Min of 4 cars per year
- Replacing less than 4 cars per year may result in some Budget year Requests that are greater than 4 vehicles.

5

EXISTING CONDITIONS

- Government Ordering is open 1 time per year for a few hours to a few days
- Ford and Chevrolet have very specific quotas on Police Vehicle production. Once all orders are filled no more cars are available
- It takes 12 to 18 months to get a police car on the street
- Dealer inventory of available Police cars for purchase during the FY is extremely limited and can not be counted on

6

Vehicles		
	Fully Staffed Need	FY 24 Request
Patrol Division	24	23
Investigations	4	4
Admin	6	6
Animal Control	2	2
Part Time Officers	1	1
Admin. Car	1	1
Pool Cars	2	2
Parking & Volunteers	4	4
Total**	44	43

- **Patrol** consists of 20 FT Officers, 4 Sergeants
- Part Time Officers, Parking Enforcement and Volunteers Cars are rolled down from existing fleet and are not new car purchases.

7

Vacant F/T Patrol Position	Unassigned Patrol Cars Available	Projected Hires in 2024
6 *	3 (+2 requested = 5)	5

- Two officers were just hired and will be in the Police Academy for 5 months however 2 cars are being counted as allotted to those positions
- * Vacant positions includes one officer who is injured and is processing through the disability retirement option.

8

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: 90-Day Calendar for the Mayor and Commission

SUBMITTED BY: Yvonne Calverley, Executive Assistant to the City Manager YC

TODAY'S DATE: August 15, 2023

MEETING DATE: August 28, 2023

BACKGROUND: The 90-day calendar is included on the agenda for the purpose of setting meeting dates and determining the location, time and whether to videotape special meetings and workshops. The rolling 90-day calendar will be revised after receiving input from City staff and the Commission, and will be included in each agenda for consideration.

NOTES:
1) A Town Hall Meeting is scheduled at 10 am on Saturday, Oct. 14 in the Jordan Park Community Center.

BUDGET: None

RECOMMENDATION: Approve the 90-Day Calendar for September – November 2023

ATTACHMENT: 1) Mayor and Commission 90-Day Calendar (September – November 2023)

REVIEWED BY CITY MANAGER: Jae Smith

MAYOR AND COMMISSION

September 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3 Farmers Market 10 am – 2 pm (Russell Park) Songwriters 6 pm (Bull Park)	4 **Labor Day City Offices Closed**	5	6	7 Special Magistrate Hearing 2 pm ESC Speaker Series 6 pm	8 Movies in the Park 8 pm (Donner Park)	9
10 Farmers Market 10 am – 2 pm (Russell Park)	11 Commission Mtg 6:30 pm (Invoc-Kelly)	12 ARCC Meeting 6 pm	13 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	14	15 Family Paint Night 6:30 to 7:30 pm (Donner Park)	16
17 Farmers Market 10 am – 2 pm (Russell Park) Acoustic Night 6 pm (Bull Park)	18	19 Community Development Board Mtg 6 pm	20 ESC Outreach Subcommittee Meeting 4:45 pm	21 STOP Committee Meeting 6 pm	22	23
24 Farmers Market 10 am – 2 pm (Russell Park)	25 Commission Mtg 6:30 pm (Invoc-Ring)	26	27 Charter Review Committee 6 pm	28 ESC Sustainability & Resiliency Subcommittee Meeting 9 am	29	30 Fall Festival 10 am to 1 pm (Donner Park)

MAYOR AND COMMISSION

October 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 Farmers Market 10 am – 2 pm (Russell Park) Songwriters 6 pm (Bull Park)	2	3	4	5 ESC Speaker Series 6 pm	6	7
8 Farmers Market 10 am – 2 pm (Russell Park)	9 Commission Mtg 6:30 pm (Invoc-Ford)	10 CARAC 6 pm	11 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	12	13	14 Town Hall Meeting (Jordan Park) 10 am to Noon
15 Farmers Market 10 am – 2 pm (Russell Park)	16	17 Community Development Board Meeting 6 pm	18 ESC Outreach Subcommittee Meeting 4:45 pm	19 STOP Committee Meeting 6 pm	20	21
22 Farmers Market 10 am – 2 pm (Russell Park)	23 Commission Mtg 6:30 pm (Invoc-Bole)	24	25 Charter Review Committee 6 pm	26 ESC Sustainability & Resiliency Subcommittee Meeting 9 am	27	28 Family Fun Day 10 am (Jack Russell)
29	30	31				

MAYOR AND COMMISSION

November 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 Special Magistrate Hearing 2 pm ESC Speaker Series 6 pm	3	4 Jazz Festival 3 – 8 pm Johansen Park
5 Farmers Market (Russell Park) 10 am - 2 pm Songwriters Concert (Bull Park) 6-8 pm	6	7	8 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	9 Pension Board 6:30 pm	10 **City Offices Closed**	11 Veterans Day Event 9-11 am Veterans Memorial Park
12 Farmers Market (Russell Park) 10 am - 2 pm	13 Commission Mtg 6:30 pm (Invoc – Waters)	14 ARCC Mtg 6 pm	15 ESC Outreach Subcommittee 4:45 pm	16 Sustainability & Resiliency Meeting - Noon STOP Committee 6 pm	17	18
19 Farmers Market (Russell Park) 10 am - 2 pm	20	21 Community Development Board Mtg 6 pm	22	23 **City Offices Closed**	24 **City Offices Closed**	25
26 Farmers Market (Russell Park) 10 am - 2 pm	27 Commission Mtg 6:30 pm (Invoc – Kelly)	28	29	30 Artisans' Faire 5 – 8 pm Adele Grage		

CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Appointments to the Arts, Recreation, and Culture Committee (ARCC) and the Environmental Stewardship Committee (ESC)

SUBMITTED BY: Donna L. Bartle, City Clerk DLB

DATE: August 22, 2023

MEETING DATE: August 28, 2023

BACKGROUND: At its August 17, 2023 meeting, the Board Member Review Committee (BMRC) interviewed candidates Tracy Gebeaux and Kaylene Maddox for ARCC and Heather Markaj for ARCC and ESC and unanimously approved the following:

- Recommend appointing Tracy Gebeaux to fill position #5 on the Arts, Recreation, and Culture Committee.
- Recommend appointing Kaylene Maddox to fill the potential vacancy of position #6 on the Arts, Recreation, and Culture Committee.
- Recommend appointing Heather Markaj to fill position #6 on the Environmental Stewardship Committee.

BUDGET: There is no budget impact.

RECOMMENDATIONS: 1) Appoint Tracy Gebeaux to the Arts, Recreation, and Culture Committee to serve as a regular member (position #5) for the unexpired term ending December 31, 2024, effective immediately;

2) Appoint Kaylene Maddox to the Arts, Recreation, and Culture Committee to serve as a regular member (position #6) for the unexpired term ending December 31, 2023, effective October 1, 2023; and

3) Appoint Heather Markaj to the Environmental Stewardship Committee to serve as an At Large Member (position #6) for the unexpired term ending December 31, 2024, effective immediately.

ATTACHMENTS:
1) Draft Minutes of the August 17, 2023 BMRC meeting
2) ARCC Membership List
3) ESC List
4) Applications of candidates

REVIEWED BY CITY MANAGER: Joe Hurley

MINUTES
Board Member Review Committee (BMRC) Meeting
Thursday, August 17, 2023 - 5:30 PM
City Hall, Commission Chamber
800 Seminole Road, Atlantic Beach, FL 32233

ROLL CALL:

Present:	Curtis Ford, Mayor / BMRC Chair Stephen Ditamore, Member Pamela White, Member An Oskarsson, ARCC Chair Mark Gabrynowicz, ESC Chair
Absent:	Kenneth Reeves, Member
Also Present:	Donna Bartle, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Ford called the meeting to order at 5:30 pm. City Clerk Bartle called the roll and reported on Mr. Reeves' absence.

1. APPROVAL OF MINUTES

A. Approve Minutes of the Board Member Review Committee meeting held on March 29, 2023.

City Clerk Bartle reported amendments made to members' titles in the minutes.

MOTION: Approve minutes of the Board Member Review Committee meeting held on March 29, 2023 as amended.

Motion: Stephen Ditamore
Second: Pamela White

Curtis Ford	***For***
Stephen Ditamore (Moved By)	***For***
Pamela White (Seconded By)	***For***

Motion passed unanimously 3 to 0.

2. INTERVIEW APPLICANTS FOR ESC AND ARCC

ARCC Chair Oskarsson gave an overview of the Arts, Recreation, and Culture Committee.

ESC Chair Gabrynowicz gave an overview of the Environmental Stewardship Committee.

Mayor Ford welcomed the applicants and explained the format for interviews.

The Committee interviewed applicants Tracy Gebeaux (for ARCC), Kaylene Maddox (for ARCC), and Heather Markaj (for ARCC and ESC) separately. Each applicant explained their personal accomplishments, experience, and interest and answered questions from the Committee.

CC Bartle reported having one current vacancy on both ESC and ARCC and a future vacancy on ARCC.

3. PUBLIC COMMENT

William Tiner spoke in support of Tracy Gebeaux.

4. DISCUSS AND MAKE RECOMMENDATIONS

ARCC Chair Oskarsson explained her recommendation to have Mr. Gebeaux fill the current vacancy on ARCC and for Ms. Maddox to fill the upcoming vacancy. Referring to page 15 of the agenda packet, CC Bartle explained that she will contact the (six) ESC members to let them know their terms are expiring at the end of this year and ask if they are interested in reappointment.

B. Arts, Recreation, and Culture Committee (ARCC)

MOTION: Recommend appointing Tracy Gebeaux to fill position #5 on the Arts, Recreation, and Culture Committee.

Motion: Stephen Ditamore
Second: Pamela White

Curtis Ford	***For***
Stephen Ditamore (Moved By)	***For***
Pamela White (Seconded By)	***For***
An Oskarsson	***For***

Motion passed 4 to 0.

A. Environmental Stewardship Committee (ESC)

The Committee discussed both ESC applicants, Ms. Harvey (who was unable to attend) and Ms. Markaj.

MOTION: Recommend appointing Heather Markaj to fill position #6 on the Environmental Stewardship Committee.

Motion: ***Mark Gabrynowicz***
Second: ***Pamela White***

Curtis Ford	***For***
Stephen Ditamore	***For***
Pamela White (Seconded By)	***For***
Mark Gabrynowicz (Moved By)	***For***

Motion passed 4 to 0.

B. Arts, Recreation, and Culture Committee (ARCC) - *continued*

MOTION: Recommend appointing Kaylene Maddox to fill the potential vacancy of position #6 on the Arts, Recreation, and Culture Committee.

Motion: ***Pamela White***
Second: ***An Oskarsson***

The Committee discussed Ms. Maddox and confirmed her availability for attending the meetings.

Curtis Ford	***For***
Stephen Ditamore	***For***
Pamela White (Moved By)	***For***
An Oskarsson (Seconded By)	***For***

Motion passed 4 to 0.

5. OTHER BUSINESS

A. Schedule future meeting(s)

There was discussion about future business, the process, and meeting dates and decided the following:

- Meeting dates were set for October 12, 2023 and November 1, 2023.
- New applicants will be interviewed.

- Current members seeking reappoint will not need to interview unless the respective Board/Committee Chair makes the request through the City Clerk that they attend. Attendance records will be provided.

ADJOURNMENT

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor / Chair

Date Approved: _____

ARTS, RECREATION, AND CULTURE COMMITTEE

(Previously Cultural Arts and Recreation Advisory Committee)
Resolution No. 22-52
Total of seven (7) regular members with one (1) alternate – all AB residents
Meets at 6:00 p.m. the 2nd Tuesday of every month
3-year term; 3-term limit

REF #	NAME/ADDRESS	EXP. DATE	CONTACT INFORMATION
1	An Oskarsson 31 17th Street Atlantic Beach, FL 32233	12-31-2025 Chair (2nd term)	(720) 532-5059 oskarsson.an@gmail.com
2	Jane Stevens 2243 Beachcomber Trail Atlantic Beach, FL 32233	12-31-2024 (2nd term)	(904) 445-7751 (cell) (904) 853-6102 (home) janefstevens@gmail.com
3	Lisa Goodrich 30 20th Street Atlantic Beach, FL 32233	12-31-2023 (1st term)	(904) 982-5439 (cell) Good3336@icloud.com
4	Hillary Hickam 1951 Beach Avenue Atlantic Beach, FL 32233	12-31-2025 (1st term)	(818) 726-6303 vethh@me.com
5	Vacant	12-31-2024	
6	Mary Mullahey 330 20th Street Atlantic Beach, FL 32233 (Received resignation – becomes vacant on 10/1/2023)	12-31-2023 (1st Term)	(808) 345-4854 M2fitnesskona@gmail.com
7	Joseph Schwarz 599 Clipper Ship Ln. Atlantic Beach, FL 32233	12-31-2023 (1st Term)	(904) 923-1678 Joeschwarz63@comcast.net
8	Wally Sears 680 East Coast Drive Atlantic Beach, FL 32233	Alternate Member Dec. 31 of applicable year (Dec. 31, 2023)	(904) 610-9771 Wallysears1@yahoo.com
	Latrenia Thomas Interim Recreation Director,	Staff Liaison	(904) 247-5828 (w)
	Jessica Ring Commissioner - Seat 5	Commission Liaison	(904) 689-4100 jring@coab.us

Updated 8/22/2023

CITY OF ATLANTIC BEACH
Environmental Stewardship Committee
Created by Ordinance No. 5-17-64; Inaugural members by Resolution No. 17-09.
Amended by Ordinance No. 5-18-67. Amended by Ordinance No. 95-21-119.
11 members; Inaugural terms: combination of 4-year terms – and 3-year terms. All terms change to 3-year terms following expiration of inaugural terms and have a 3 consecutive term limit.
Meets in Commission Chamber 6:00 p.m. Second Wednesday of each month.

REF #	NAME& ADDRESS OF CURRENT MEMBER	POSITION	Inaugural 1st Term	Inaugural 1st term Expiration	2nd Term Expiration + 3 years
1	Anastasia Houston 331 7th Street Resident of District 1306	At Large Member	4 years	12/31/2021	12/31/2024
2	Amy Palmer 374 Plaza Resident of District 1306	At Large Member	4 years	12/31/2021	12/31/2024
3	Linda Chipperfield 2371 Seminole Road Resident of District 1307	At Large Member	3 years	12/31/2020	12/31/2023
4	Patrick Nobles 1738 Ocean Grove Drive Resident of District 1307	At Large Member	4 years	12/31/2021	12/31/2024
5	Mark Gabrynowicz 1907 Sherry Drive North Resident of District 1307	District 1307 Chair	3 years	12/31/2020	12/31/2023
6	VACANT	At Large Member	4 years	12/31/2021	12/31/2024
7	Daniele Giovannucci 380 5th Street Resident of District 1306	Vice Chair At Large Member	3 years	12/31/2020	12/31/2023
8	Romy Vann 427 Sargo Road Resident of District 1312	At Large Member	4 years	12/31/2021	12/31/2024
9	Barbie Brooksher 1126 Main Street Resident of District 1312	District 1312 Member	3 years	12/31/2020	12/31/2023
10	Sarah Boren 388 8th Street Resident of District 1306	District 1306 Member	3 years	12/31/2020	12/31/2023
11	Bruce Andrews 328 11th Street Resident of District 1308 Moved from Ref# 1 position to this position on 1/1/2022.	District 1308 Member	3 years	12/31/2020	12/31/2023

8-22-23

CITY OF ATLANTIC BEACH
BOARD / COMMITTEE MEMBER APPLICATION FORM

Please **check** (√) the box beside each Board or Committee for which you are applying.

- ☐ Board Member Review Committee (BMRC)
- ☒ Cultural Arts & Recreation Advisory Committee (CARAC)
- ☐ Pension Board of Trustees (PBOT) – Police
- ☐ Community Development Board (CDB)
- ☐ Environmental Stewardship Committee (ESC)
- ☐ Pension Board of Trustees (PBOT) - General

DATE: JANUARY 27, 2023

APPLICANT'S INFORMATION:

FIRST NAME: TRACY ~~GIEBEAUX~~ LAST NAME: GIEBEAUX

ADDRESS: 72 W. 8TH ST. ATLANTIC BEACH, FL 32233

CELL PHONE: 904-894-6724 HOME PHONE: _____

PRECINCT/DISTRICT: _____ E-MAIL ADDRESS: GIEBEAUXT@GMAIL.COM

Please explain any employment experience, board/committee experience, and/or community volunteer experience relative to the board/committee applying for.

COACHING YOUTH SPORTS IN DUVAL COUNTY FOR LAST 20 YEARS AND VOLUNTEERING AT THE GAIL BAKER COMMUNITY CENTER FOR LAST 10 YEARS & GROWING UP IN THE CULTURE.

Please provide a brief explanation of your interest and your reasons for wishing to be appointed to this board/committee.

I WISH TO BRING A FRESH PERSPECTIVE AS SOMEONE WHO LIVES IN THIS COMMUNITY AND WAS RAISED IN THIS CULTURE, AND WENT TO THE EXACT TYPE OF COMMUNITY CENTER AS A CHILD GROWING UP IN KEY WEST.

PLEASE NOTE: This application will expire two (2) years after date of submittal.

Please return completed form to
Donna L. Bartle, City Clerk, 800 Seminole Road, Atlantic Beach, FL 32233

Bartle, Donna

From: noreply@civicplus.com
Sent: Monday, May 15, 2023 5:39 PM
To: Bartle, Donna; Hogencamp,Kevin
Subject: Online Form Submission #5492 for Board and Committee Application

Board and Committee Application

To view information about each board and committee, click the following link:	Summary of Boards and Committees
Please check the box beside each Board or Committee for which you are applying:	Arts, Recreation, and Culture Committee (ARCC), Community Development Board (CDB)
Date	5/15/2023
First Name	Kaylene
Last Name	Maddox
Address	1386 rose st
Cell Phone	9045883406
Home Phone	9045883406
District	District 1312
To find your district/precinct, click the following link.	Link to Precinct Finder
Email Address	kaylene.maddox4@gmail.com
Please explain any employment experience, board/committee experience, and/or community volunteer experience relative to the board/committee applying for.	Most of my volunteer experience is around some form of healthcare, whether it be First aid stands, checking blood pressures, or teaching people to swim. I am looking for something different to be a part of.

Bartle, Donna

From: noreply@civicplus.com
Sent: Saturday, April 15, 2023 5:19 PM
To: Bartle, Donna; Hogencamp,Kevin
Subject: Online Form Submission #5459 for Board and Committee Application

Board and Committee Application

To view information about each board and committee, click the following link:	Summary of Boards and Committees
Please check the box beside each Board or Committee for which you are applying:	Arts, Recreation, and Culture Committee (ARCC), Community Development Board (CDB), Environmental Stewardship Committee (ESC), Safety, Traffic and Parking (STOP) Committee
IMPORTANT NOTICE	*Field not completed.*
Date	4/15/2023
First Name	Heather
Last Name	Markaj
Address	86 Forrestal Cir S
Cell Phone	904-234-9956
Home Phone	904-234-9956
District	District 1312
To find your district/precinct, click the following link.	Link to Precinct Finder
Email Address	Hmarkaj@gmail.com
Please explain any employment experience, board/committee experience, and/or community volunteer experience relative to the	Ran a local business several years ago. Looking forward to becoming more involved with Atlantic Beach.

CITY OF ATLANTIC BEACH
BOARD / COMMITTEE MEMBER APPLICATION FORM

Please **check (√)** the box beside each Board or Committee for which you are applying.

- ☐ Board Member Review Committee (BMRC)
- ☐ Cultural Arts & Recreation Advisory Committee (CARAC)
- ☐ Pension Board of Trustees (PBOT) – Police
- ☐ Community Development Board (CDB)
- ☒ Environmental Stewardship Committee (ESC)
- ☐ Pension Board of Trustees (PBOT) - General

DATE: 02/12/22

APPLICANT'S INFORMATION:

FIRST NAME: Susan LAST NAME: Harvey

ADDRESS: 386 - 9th Street

CELL PHONE: 206 321 7579 HOME PHONE:

PRECINCT/DISTRICT: E-MAIL ADDRESS: susanbharvey@comcast.net

Please explain any employment experience, board/committee experience, and/or community volunteer experience relative to the board/committee applying for.

I've worked as a homemaker + stay-at-home mom for the past 25 years. During that time I have chaired fundraisers, served as chair of school landscaping/maint., participated in beach clean ups, PTAs

Please provide a brief explanation of your interest and your reasons for wishing to be appointed to this board/committee.

The ESC appeals to my interest in gardening/landscaping, and the desire to protect + enhance the natural beauty and benefits of a strong local ecosystem. I have the time + resources to serve the community, + believe the ESC would be the perfect fit.

PLEASE NOTE: This application will expire two (2) years after date of submittal.

Please return completed form to
Donna L. Bartle, City Clerk, 800 Seminole Road, Atlantic Beach, FL 32233

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-31 authorizing Professional Engineering Services in connection with the City's efforts to provide complete streets improvements on Ahern Street

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: August 14, 2023

MEETING DATE: August 28, 2023

BACKGROUND: Staff received a Scope & Fee Proposal from Crawford, Murphy & Tilly, Inc. (CMT) in the amount of $68,830.00 to perform a final design of complete streets improvements on Ahern Street between Ocean Blvd and East Coast Drive based on the approved conceptual plan (dated 05-01-2023). Project items include roadway, pedestrian, parking and minor drainage improvements.

CMT will provide surveying and geotechnical services for the project, and CMT will also provide construction plans, specifications, and associated construction cost estimates to the City at the 30%, 60%, and final design phase, incorporating the City's comments.

CMT shall also prepare and submit the permit exemption request to the SJRWMD for this safety project. No surface water and/or wetland impacts are anticipated.

The tasks included in Scope & Fee Proposal include 1) 30% Submittal/Survey, 2) 60% Submittal/Geotechnical, 3) 90% Submittal, and 4) Final Plans/Permitting. Further details are outlined in the Scope & Fee Proposal (attached) from CMT dated July 24, 2023.

The City has a Professional Engineering Services Agreement with CMT, and this scope of work would be Task Authorization No. RFQ20-01-CMT-TA #6 under said Agreement.

BUDGET: Funding is available in account 131-5002-541-6300 under project number PW2202 "Sidewalk Ahern."

RECOMMENDATION: Approve Resolution No. 23-31 authorizing staff to issue a Task Authorization to Crawford, Murphy & Tilly, Inc. in the amount of $68,830.00 for a final design of complete streets improvements on Ahern Street, as described in the Scope & Fee Proposal dated July 24, 2023.

ATTACHMENT:
1) Resolution No. 23-31
2) Proposal from CMT dated July 24, 2023
3) Ahern Street concept plan dated April 24, 2023

REVIEWED BY CITY MANAGER: Joe Gerty

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO CRAWFORD, MURPHY & TILLY, INC. FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE CITY'S EFFORTS TO PROVIDE COMPLETE STREETS IMPROVEMENTS ON AHERN STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 24, 2023, staff received a scope and fee proposal from Crawford, Murphy & Tilly, Inc. (CMT) in the amount of $68,830.00 to perform a final design of complete streets improvements on Ahern Street between Ocean Blvd and East Coast Drive based on the approved conceptual plan (dated 05-01-2023); and

WHEREAS, CMT will provide surveying and geotechnical services for the project, and CMT will also provide construction plans, specifications, and associated construction cost estimates to the City at the 30%, 60%, and final design phase, incorporating the City's comments; and

WHEREAS, CMT will prepare and submit the permit exemption request to the SJRWMD for this safety project, and no surface water and/or wetland impacts are anticipated.; and

WHEREAS, tasks included in Scope & Fee Proposal include 1) 30% Submittal/Survey, 2) 60% Submittal/Geotechnical, 3) 90% Submittal, and 4) Final Plans/Permitting; and

WHEREAS, the City has a Professional Engineering Services Agreement with CMT, and this scope of work would be Task Authorization No. RFQ20-01-CMT-TA #6 under said Agreement; and

WHEREAS, funding is available in account 131-5002-541-6300 under project number PW2202 "Sidewalk Ahern."

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

SECTION 1. The City Commission hereby authorizes the City Manager to execute Task Authorization No. RFQ20-01-CMT-TA #6 with Crawford, Murphy & Tilly, Inc. in the amount of $68,830.00 for the final design of complete streets improvements on Ahern Street, as described in CMT's Scope and Fee proposal dated July 24, 2023, and;

SECTION 2. The City Commission hereby authorizes the City Manager to approve a Purchase Order to Crawford, Murphy & Tilly in the amount of $68,830.00 for said Task Authorization.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 28th day of August, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Attachment to Agreement

Ahern Street

Complete Street Final Design

WORK ORDER:

between

City of Atlantic Beach

and

Crawford, Murphy & Tilly, Inc.

THIS DOCUMENT, executed this _____ day of _____, 2023, is **WORK ORDER** ___to Contract,___ City of Atlantic Beach ("Owner") and Crawford, Murphy & Tilly, Inc. ("Engineer") on _____, 2023 (hereafter called "Work Order").

A. GENERAL

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

B. DESCRIPTION OF ASSIGNMENT

This Work Order is for Professional Engineering Services in connection with the City's efforts to improve the road and provide complete street improvements on Ahern Street. The project will include roadway, parking and pedestrian improvements from East Coast Drive to Ocean Blvd within the existing right of way. The project limits are in the Town Center area and will require the use of red brick to match the existing sidewalk and crosswalks.

C. PROJECT OVERVIEW

The intent of the proposed project is to perform a final design of complete streets improvements on Ahern Street between Ocean Blvd and East Coast Drive based on the approved conceptual plan (dated 05-01-2023). Project items include roadway, pedestrian, parking and minor drainage improvements.

Roadway improvements will include asphalt pavement for two (2) 10-foot travel lanes, paved ribbon curb, driveways, and signing and pavement marking. Drainage improvements will include adding/adjusting drainage inlets and tie-in to existing grades. Right-of-way acquisition and environmental impacts (wetlands) are not anticipated with this project. Utility coordination will be completed as necessary, and required agency permit applications will be submitted. Safety and clear zone improvements will be included as necessary. It is assumed that existing lighting poles, if any, will remain or be relocated.

D. SCOPE OF SERVICES

I. Scope of Services:

A. 30% Submittal/Survey

CONSULTANT will initiate the survey work soon after the Notice to Proceed (NTP). Upon receipt of the survey data, CONSULTANT will do an internal review and evaluate the use of pervious concrete and pavers and swale/rain gardens to reduce impervious area. Consultant will prepare and deliver two (2) copies of 11" x 17" and PDF version of 30% plans of the roadway improvements including typical roadway section and roadway layout plans to the COAB for review at least one week prior to meeting with the COAB. COAB can then determine whether a 30% meeting is necessary, and if desired, CONSULTANT will meet with the COAB to review the 30% layout plans. The COAB comments shall be incorporated into the 60% plans.

Survey

CONSULTANT shall provide surveying services for this project and shall include enough detail to complete the design and permitting services described herein and shall at a minimum include Ahern Street from East Coast Drive to Ocean Blvd. Final survey shall be provided in an electronic copy in AutoCAD Civil 3D (V2018, DTM included) along with a signed and sealed Surveyor's Report.

B. 60% Submittal/Geotechnical

CONSULTANT will initiate the geotechnical work soon after the 30% plans are submitted. CONSULTANT shall prepare and deliver two (2) copies of 11" x 17" and PDF version of 60% plans, preliminary specifications, and an associated construction cost estimate to the COAB for review at least one week prior to meeting with the COAB. CONSULTANT will meet with the COAB to review the 60% plans. The COAB comments shall be incorporated into the 90% plans.

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

- Horizontal planimetric view of entire roadway at no greater than 1" = 40' on scalable 11" x 17" plan sheets;
- Additional details at intersections;
- Pavement section design and detail;
- Grading improvements;
- Pavement marking and signage;
- Typical Details for driveway connections;
- Typical Details for drainage inlets;
- Roadway Cross sections for areas requiring roadway improvements, and as required to show details in areas of special interest; and
- MOT plans and details.

Geotechnical

CONSULTANT shall provide geotechnical services for this project and shall include enough detail to complete the design and permitting services described herein and shall at a minimum include shallow auger borings in the proposed pavement areas.

The results of the geotechnical exploration and engineering study will be presented in a final geotechnical report which will include an engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction.

C. 90% Submittal

CONSULTANT shall prepare and deliver two (2) copies of 11" x 17" and PDF version of 90% plans, specifications, and an associated construction cost estimate to the COAB for review at least one week prior to meeting with the COAB. CONSULTANT will meet with the COAB to review the 90% plans. The COAB comments shall be incorporated into the Final plans.

D. Final Plans/Permitting

CONSULTANT shall prepare and deliver two (2) copies of 11" x 17" and PDF version of 100% Construction plans, specifications and associated construction cost estimate to COAB. CONSULTANT shall conduct a Final Plan meeting with the COAB.

CONSULTANT shall prepare and submit permit exemption request to the SJRWMD for this safety project. We anticipate no surface water and/or wetland impacts.

II. Project Deliverables

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

III. Compensation Amount

Compensation will be Total NOT TO EXCEED amount of **$68,830.00**. Payments will be made based on the verifiable percent completion of each task listed below:

Task A – 30% Submittal/Survey	$27,520.00
Task B – 60% Submittal/Geotechnical	$19,120.00
Task C – 90% Submittal	$11,840.00
Task D – Final Plans/Permitting	$10,350.00
Total NOT TO EXCEED Compensation for all Tasks	***$68,830.00***

IV. Project Schedule

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

V. Services Not Included

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

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

VII. Attached as Appendices

A) Man-Hour Sheet

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

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

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

By: _____

Name: Steve Swann

Title: City Engineer

Date Signed: _____

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

By: _____

Name: Paul E. Ina

Title: Group Manager, ST FL

Date Signed: _____

CRAWFORD, MURPHY & TILLY, INC.
CONTRACT ATTACHMENT - EXHIBIT A - 2022 PROFESSIONAL SERVICES COST ESTIMATE
CLIENT City of Atlantic Beach
PROJECT NAME Ahern Street Final Design
CMT JOB NO.

Prep By	PROJ MGR
DATE	07/24/23

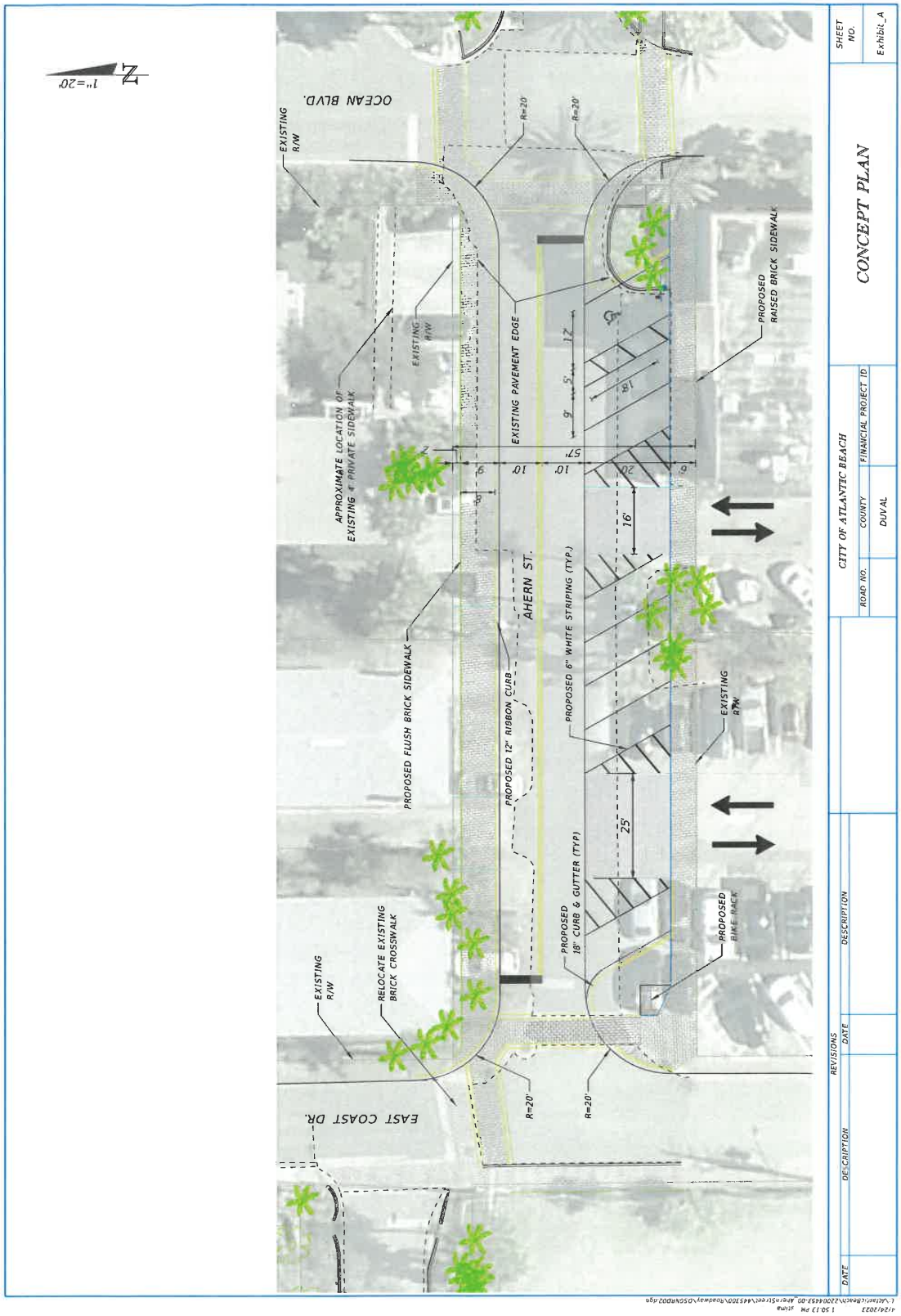
Apprvd	PROJ PNCL
DATE	07/24/23

TASK NO.	TASKS \ CLASSIFICATIONS	PROJ MANAGER II	PROJECT ENGINEER/ MANAGER I	SR. ENGINEER / ARCHITECT II	SR TECHNICIAN II	SENIOR ENGINEER /ARCHITECT I	SR TECH MANAGER 2 ENVIRON SPECIALIST 3	SENIOR PLANNER GIS SPEC	ENGINEER / ARCHITECT I	SENIOR TECH I	ENVIRON SPEC & TECHNICIAN II	TECH PLANNER ENVIRON/ PROJ ADMIN I	ADMIN ASSISTANT ACCOUNTANT	MAN HOURS & LABOR SUMMARY	
	CURRENT YEAR 2022 HOURLY RATES	$235	$205	$190	$170	$165	$150	$145	$145	$145	$125	$105	$70	TOTAL
1	30% DESIGN PLANS	4		20						64			2	90
2	60% DESIGN PLANS	8		40						80			2	130
3	90% DESIGN PLANS	4		24						40			2	70
4	FINAL PLANS/PERMITTING	2		12						24			4	42
5														
6	SURVEY SERVICES			2						6				8
7	SUBSURFACE UTILITY EVALUATION													
8	GEOTECHNICAL INVESTIGATION			2						6				8
	TOTAL MAN HOURS	18		100						220			10	348
	SUBTOTAL - BASE LABOR EFFORT	$4,230		$19,000						$31,900			$700	$55,830

	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL FEE
			TRAVEL MILEAGE	MEALS & LODGING	SUBS ADMIN	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	OTHER EXP	OTHER EXP	TOTAL EXPENSE	
1	30% DESIGN PLANS	$14,160												
2	60% DESIGN PLANS	$21,220												
3	90% DESIGN PLANS	$11,440												
4	FINAL PLANS/PERMITTING	$6,510												
5														
6	SURVEY SERVICES	$1,250								$9,800			$9,800	$9,800
7	SUBSURFACE UTILITY EVALUATION													
8	GEOTECHNICAL INVESTIGATION	$1,250								$3,200			$3,200	$3,200
	TOTALS	$55,830								$13,000			$13,000	$13,000
	TIME PERIOD OF PROJECT	2022	2023	2024		2025	TOTAL	EST % OF OT HRS INCLUDED ABOVE					MULTI-YEAR + OT	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%					100%	AVERAGE OVERTIME RATE PREMIUM				15%	MLTPLR & AMT	
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000					1.0000	OT ADJUSTMENT FACTOR					1.0000	
	ESTIMATED CONTINGENCY													
	ROUNDING													
	TOTAL FEE	MATH CROSS CHECK IS OK												$68,830
											Man Hrs	Lbr & Exp	All	

REQUIRES INPUT TO COMPLETE

FORMULAS - NO ENTRY SHOULD BE MADE IN CELL


CONCEPT PLAN
CITY OF ATLANTIC BEACH
ROAD NO.
COUNTY
DUVAL
FINANCIAL PROJECT ID
SHEET NO.
Exhibit_A
DESCRIPTION
DATE
REVISIONS
OCEAN BLVD.
EAST COAST DR.
AHERN ST.
EXISTING R/W
EXISTING PAVEMENT EDGE
PROPOSED RAISED BRICK SIDEWALK
APPROXIMATE LOCATION OF EXISTING 4' PRIVATE SIDEWALK
PROPOSED FLUSH BRICK SIDEWALK
PROPOSED 12" RIBBON CURB
PROPOSED 6" WHITE STRIPING (TYP.)
PROPOSED 18" CURB & GUTTER (TYP)
PROPOSED BIKE RACK
RELOCATE EXISTING BRICK CROSSWALK
R=20'
57'
25'
16'
N
1"=20'

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-32 authorizing professional engineering services for final plans and opinion of probable construction costs for sidewalk improvements along Sturdivant Avenue/Ahern Street

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: August 14, 2023

MEETING DATE: August 28, 2023

BACKGROUND: Staff received a Scope & Fee Proposal from Hanson Professional Services in the amount of $46,052.86. This Proposal is to provide a final design along with an opinion of probable construction cost to replace the sidewalk along the north side of the roadway along Sturdivant Avenue/Ahern Street from Seminole Road to East Coast Drive.

The existing 5-foot-wide sidewalk along the north side of the roadway will be replaced with new 8-foot-wide sidewalk. The proposed 8-foot sidewalk will begin at the northeast side of the Seminole Road intersection and will terminate at the northwest side of the East Coast Drive intersection (approximately 2,785 LF). Additional improvements will include driveway replacement and drainage improvements to accommodate the 8-foot-wide sidewalk. This project was recommended for construction in the 2021 Connectivity Plan.

The tasks included in Scope & Fee Proposal include: 1) Sidewalk Analysis, 2) Sidewalk Plans, and 3) Drainage Analysis. Further details are outlined in the Scope & Fee Proposal (attached) from Hanson Professional Services, dated August 3, 2023.

The City has a Professional Engineering Services Agreement with Hanson Professional Services, and this scope of work would be Task Authorization No. RFQ-01-HPS TA #9 under said Agreement.

BUDGET: Funding is available in account 300-5002-541-6300 under project number PW2306 "Sturdivant-Seminole EC PA."

RECOMMENDATION: Approve Resolution No. 23-32 authorizing staff to issue a Task Authorization to Hanson Professional Services in the amount of $46,052.86 for final plans and opinion of probable construction costs for sidewalk improvements along Sturdivant Avenue/Ahern Street as described in the Scope & Fee Proposal from Hanson Professional Services dated August 3, 2023.

ATTACHMENT:
1) Resolution No. 23-32
2) Proposal from Hanson Professional Services dated August 3, 2023.
3) Sturdivant Avenue Field Notes

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 23-32

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO HANSON PROFESSIONAL SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR FINAL PLANS AND OPINION OF PROBABLE CONSTRUCTION COSTS FOR SIDEWALK IMPROVEMENTS ALONG STURDIVANT AVENUE AND AHERN STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 3, 2023, staff received a scope and fee proposal from Hanson Professional Services in the amount of $46,052.86 to provide professional engineering services for final plans and opinion of probable construction costs for sidewalk improvements along Sturdivant Avenue and Ahern Street; and

WHEREAS, the project consists of replacing the existing 5-foot-wide sidewalk along the north side of the roadway with a new 8-foot-wide sidewalk; and

WHEREAS, the proposed 8-foot sidewalk will begin at the northeast side of the Seminole Road intersection and will terminate at the northwest side of the East Coast Drive intersection (approximately 2,785 LF); and

WHEREAS, this project was recommended for construction in the 2021 Connectivity Plan; and

WHEREAS, additional improvements will include driveway replacement and drainage improvements to accommodate the 8-foot-wide sidewalk; and

WHEREAS, the tasks included in the Scope & Fee proposal include sidewalk analysis, sidewalk plans, drainage analysis; and

WHEREAS, the City has a Professional Engineering Services Agreement with Hanson Professional Services; and

WHEREAS, funds for this design are budgeted in account 300-5002-541-6300 under project number PW2306 "Sturdivant-Seminole EC PA.".

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

SECTION 1. The City Commission hereby authorizes the City Manager to execute a Task Authorization with Hanson Professional Services in the amount of $46,052.86 for professional

engineering services for final plans and opinion of probable construction costs for sidewalk improvements along Sturdivant Avenue and Ahern Street as described in Hanson Professional Services Scope and Fee proposal dated August 3, 2023, and;

SECTION 2. The City Commission hereby authorizes the City Manager to approve a Purchase Order to Hanson Professional Services in the amount of $46,052.86 for said Task Authorization.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 28th day of August, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

August 3, 2023

Mr. Steve Swann, PE
City Engineer
City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

Re: Sidewalk Improvements for Sturdivant Avenue/Ahern Street (Final Design)
Subject: Scope & Fee Proposal

Dear Mr. Swann:

Hanson Professional Services (Consultant) is pleased to present our scope of services and fee proposal for this project. This scope of work is to provide professional engineering services for final plans and opinion of probable construction cost for sidewalk improvements along Sturdivant Avenue/Ahern Street to replace the existing 5 foot wide sidewalk with an 8 foot wide sidewalk along the north side of the roadway from Seminole Road to East Coast Drive.

General Objective
The general objective of this scope is to provide a final design along with an opinion of probable construction cost to replace the sidewalk along the north side of the roadway along Sturdivant Avenue/Ahern Street from Seminole Road to East Coast Drive.

Project Description
The existing 5 foot wide sidewalk along the north side of the roadway will be replaced with new 8 foot wide sidewalk. The proposed 8 foot sidewalk will begin at the northeast side of the Seminole Road intersection and will terminate at the northwest side of the East Coast Drive intersection (approximately 2,785 LF). Additional improvements will include driveway replacement and drainage improvements to accommodate the 8 foot wide sidewalk.

Scope of Services
The Scope of Services for this project involves the following tasks:

Phase I – Data Review/Collection

Survey
The survey completed previously completed by City of Atlantic Beach will be used as the existing conditions from which to base the design. Consultant will review the existing field conditions versus this existing data and decide if supplemental survey is needed based on the general objective of this project. Supplemental survey, if required, will be requested and authorized under a separate purchase order.

Phase II – Design and Permitting

Sidewalk Design / Plans Production
Design phase services will include the preparation of final construction plans for the new 8 foot wide sidewalk and driveways and drainage impacted by the sidewalk improvements.

(a) Sidewalk Design/Analysis. The Consultant will design an 8 foot wide sidewalk to replace the existing 5 foot wide sidewalk. The proposed sidewalk will be located between the northern edge of pavement and existing City right-of-way meandering where possible and will match the existing grade as close as possible to maintain existing drainage patterns.

(b) Plans. This effort will include producing plan sheets sufficient for completing a detailed opinion of probable construction cost for the proposed improvements. The index of drawings for the plan set will generally include, but not necessarily be limited to the following:

A. Key Sheet
B. General Notes
C. Typical Section
D. Sidewalk Plan
E. Cross Sections
F. Drainage Structure Details
G. Traffic Control Plan/Notes
H. Erosion & Sedimentation Control Details

Where applicable, information may be combined on drawing sheets.

Geotechnical Services
Geotechnical services will not be included as part of this scope of services.

Permitting Requirements
Permitting services will not be included as part of this scope of services as the planned improvements are expected to be exempt from permitting. If for some reason the project does not qualify for an exemption and results in additional work to obtain the required permit the Consultant reserves the right to negotiate the additional effort required to permit the project under a separate scope of services.

Project Submittal Requirements
100% Design Plans: Up to five (5) sets of half-sized (11" x 17") drawings and one electronic version (PDF format) will be furnished to the City for review and comment. Draft Bid Documents and Project Specifications using City standard format will be included in this submittal. The sumittal will be reviewed by the City and written comments will be provided. The City will provide written review comments within two (2) weeks from submittal.

Final Signed and Sealed Design Plans: Up to five (5) sets of half-sized (11" x 17") drawings and one electronic version (PDF format), Bid Documents, and Project Specifications will be furnished with agreed upon revisions from the 100% Design Plans incorporated.

Utility Coordination
The Consultant will contact the utility owners within the project limits and submit preliminary plans to confirm existing facilities and identify utility impacts anticipated by the proposed improvements. The Consultant will submit final plans to confirm/document existing facility relocations to be performed by the utility owners.

Meetings
Consultant will schedule 100% plan review meeting to discuss review comments and relay any design information necessary to convey the intent of the plans.

Time Schedule
The schedule will follow the outline below.

Receive NTP	
Submit 100% Plans	Within 45 days after NTP
100% Review Comments (City)	10 days after 100% Plans Submittal
100% Plan Review Meeting	Within 10 days after receipt of City Comments
Final Plans Submittal	Within 45 days after 100% Plan Review Meeting

Fee
Consultant will complete the scope of services described herein for a total lump sum amount of $46,052.86, as detailed in Exhibit A.

Phase III – Construction Administration

If Phase III is authorized by the City, the specific construction administration services to be provided by the Consultant during the period of construction will be negotiated under a separate contract/scope of services.

EXHIBIT A
CONTRACT FEE SUMMARY
STURDIVANT AVENUE/AHERN STREET SIDEWALK
SEMINOLE ROAD TO EAST COAST DRIVE

PART I - GENERAL

1. Project Phase Final Design	**2. Proposal Number** NA
3. Consultant Name Hanson Professional Services	**4. Date of Proposal** 8/3/2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Sr. Project Manager	$ 84.00	31	$ 2,578.38	
Sr. Engineer	$ 72.00	33	$ 2,404.08	
Engineer	$ 45.00	0	$ -	
Sr. Designer	$ 54.00	83	$ 4,507.65	
Designer	$ 36.00	200	$ 7,212.24	
Clerical	$ 28.00	0	$ -	
Total Direct Labor		348		$ 16,702.35
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150% x Total Direct Labor			$ 25,053.53
7. Subtotal: Labor + Overhead (Items 5 & 6)			$ 41,755.88	
8. Profit: Labor Related Costs	Item 7 x	10%		$ 4,175.59

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
MISCELLANEOUS DIRECT COSTS SUBTOTAL		$121.40
10. Subcontracts/Miscellaneous Other (Lump Sum)		
	$ -	
	$ -	
	$ -	
SUBCONTRACTS/MISCELLANEOUS OTHER (LUMP SUM) SUBTOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, and 10)		$ 46,052.86
11. Reimbursable Costs (Limiting Amount)		
	$ -	
	$ -	
TOTAL REIMBURSABLE COSTS		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 8, 9, 10, 11)	**$ 46,052.86**

PRIME CONSULTANT
ESTIMATE OF WORK EFFORT AND FEE
FINAL PLANS PREPARATION

CONSULTANT:	Hanson Professional Services	**PROJECT NAME:**	STURDIVANT AVE/AHERN ST SIDEWALK
RFP NUMBER:	NA	**FROM:** SEMINOLE ROAD	**TO:** EAST COAST DRIVE
ESTIMATOR NAME / DATE:	Brian McKee, PE 8/3/2023	**PROJECT LENGTH:**	2,785 Lineal Feet

ACTIVITY	Sr. Project Manager RATE = $ 84.00		Sr. Engineer RATE = $ 72.00		Engineer RATE = $ 45.00		Sr. Designer RATE = $ 54.00		Designer RATE = $ 36.00		Clerical RATE = $ 28.00		TOTAL HOURS BY ACTIVITY	SALARY COST BY ACTIVITY
	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST	STAFF HOURS	LABOR COST		
General Project Tasks	14	$ 1,176.00	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	14	$ 1,176.00
Task 1 - Sidewalk Analysis	8	$ 663.60	16	$ 1,137.60	0	$ -	40	$ 2,133.00	95	$ 3,412.80	0	$ -	158	$ 7,347.00
Task 2 - Sidewalk Plans	6	$ 535.50	13	$ 918.00	0	$ -	32	$ 1,721.25	77	$ 2,754.00	0	$ -	128	$ 5,928.75
Task 3 - Drainage Analysis	2	$ 203.28	5	$ 348.48	0	$ -	12	$ 653.40	29	$ 1,045.44	0	$ -	48	$ 2,250.60
	31	**$ 2,578.38**	**33**	**$ 2,404.08**	**0**	**$ -**	**83**	**$ 4,507.65**	**200**	**$ 7,212.24**	**0**	**$ -**	**348**	**$ 16,702.35**
PROJECT TOTALS	**31**	**$ 2,578.38**	**33**	**$ 2,404.08**	**0**	**$ -**	**83**	**$ 4,507.65**	**200**	**$ 7,212.24**	**0**	**$ -**	**348**	**$ 16,702.35**

STAFF HOUR SUMMARY

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 8/3/2023

PROJECT NAME: STURDIVANT AVE/AHERN ST SIDEWALK

TASK NO.	TASKS			TOTAL HOURS	COMMENTS
0.0	**General Project Tasks**				
	Totals			14	
1.0	**Task 1 - Sidewalk Analysis**				
	Totals			158	
2.0	**Task 2 - Sidewalk Plans**				
	Totals			128	
3.0	**Task 3 -Drainage Analysis**				
	Totals			48	
	TOTALS:			348	

GENERAL PROJECT TASKS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 8/3/2023

PROJECT NAME: STURDIVANT AVE/AHERN ST SIDEWALK

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
0.0	**General Project Tasks**					
0.1	Public Meeting Preparation	LS	1	0	0	NA
0.2	Public Meeting Attendance/Followup	LS	1	0	0	NA
0.3	Specifications Package	LS	1	8	8	
0.4	Monthly Progress Reports	LS	1	4	4	Progress Reports included with invoicing and initial project setup
0.5	Meetings (Project Manager)	LS	1	2	2	See Listing Below
0.5a	Phase Reviews	EA	1	2	2	100%
	TOTALS				**14**	

SIDEWALK ANALYSIS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 8/3/2023

PROJECT NAME: STURDIVANT AVE/AHERN ST SIDEWALK

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
1.0	**Analysis**					
1.1	Sidewalk Analysis	LS	1	120	120	Includes horizontal and vertical layout of 8 ft sidewalk and driveway replacements
1.2	Design Documentation Report	LS	1	0	0	NA
1.3	Project Quantities	LS	1	4	4	
1.4	Cost Estimate	LS	1	4	4	2 OPCC
1.5	Utility Coordination	LS	1	10	10	
1.6	Field Reviews	LS	1	4	4	1 @ 2 hrs each and 2 people
	Analysis Subtotal				**142**	
1.7	Quality Assurance/Quality Control	LS	%	5%	8	
1.8	Supervision	LS	%	3%	5	
1.9	Coordination	LS	%	2%	3	
	Analysis Nontechnical Subtotal				**16**	
	TOTALS				**158**	

SIDEWALK PLANS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 8/3/2023

PROJECT NAME: STURDIVANT AVE/AHERN ST SIDEWALK

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
2.0	**Plans**						
2.1	Horizontal Master Design File	LS	1	20	0	20	Master Design File Setup
2.2	Cross Section Master Design File	LS	1	12	0	12	Master Design File Setup
2.3	Key Sheet	Sheet	1	1	1	1	
2.4	General Notes	Sheet	1	2	1	2	
2.5	Typical Section Sheets	Sheet	1	4	1	4	
2.6	Project Layout	Sheet	1	4	1	4	1"=100'
2.7	Plan Sheets	Sheet	7	2	5	14	1"=30'
2.8	Profile	Sheet	0	0	0	0	NA (SIDEWALK ELEVATION WILL BE CONVEYED BY CROSS SECTIONS AND SPOT ELEVATIONS ON PLAN)
2.9	Special Details	Sheet	1	8	1	8	Mid-block crossing at Seminole Rd with RRFBs
2.10	Cross Sections	EA	75	0.50	10	38	50 ft intervals plus driveways and sidestreets
2.11	Traffic Control Plan/Notes	Sheet	1	8	1	8	SIDEWALK CLOSED SIGNS AND REFERNCE TO APPLICABLE FDOT STANDARDS FOR LOCATIONS THAT IMPACT TRAVEL LANES
2.12	Erosion & Sediment Control Details	Sheet	7	0.5	0	4	WILL BE SHOWN ON PLAN SHEETS IN TASK 2.7
2.13	Utility Adjustment Sheets	Sheet	7	0.5	0	4	WILL NOTE ON PLAN SHEETS IN TASK 2.7
	Plans Subtotal				**21**	**118**	
2.14	Quality Assurance/Quality Control	LS	%	5%		6	
2.15	Supervision	LS	%	3%		4	
	TOTALS					**128**	

DRAINAGE ANALYSIS

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 8/3/2023

PROJECT NAME: STURDIVANT AVE/AHERN ST SIDEWALK

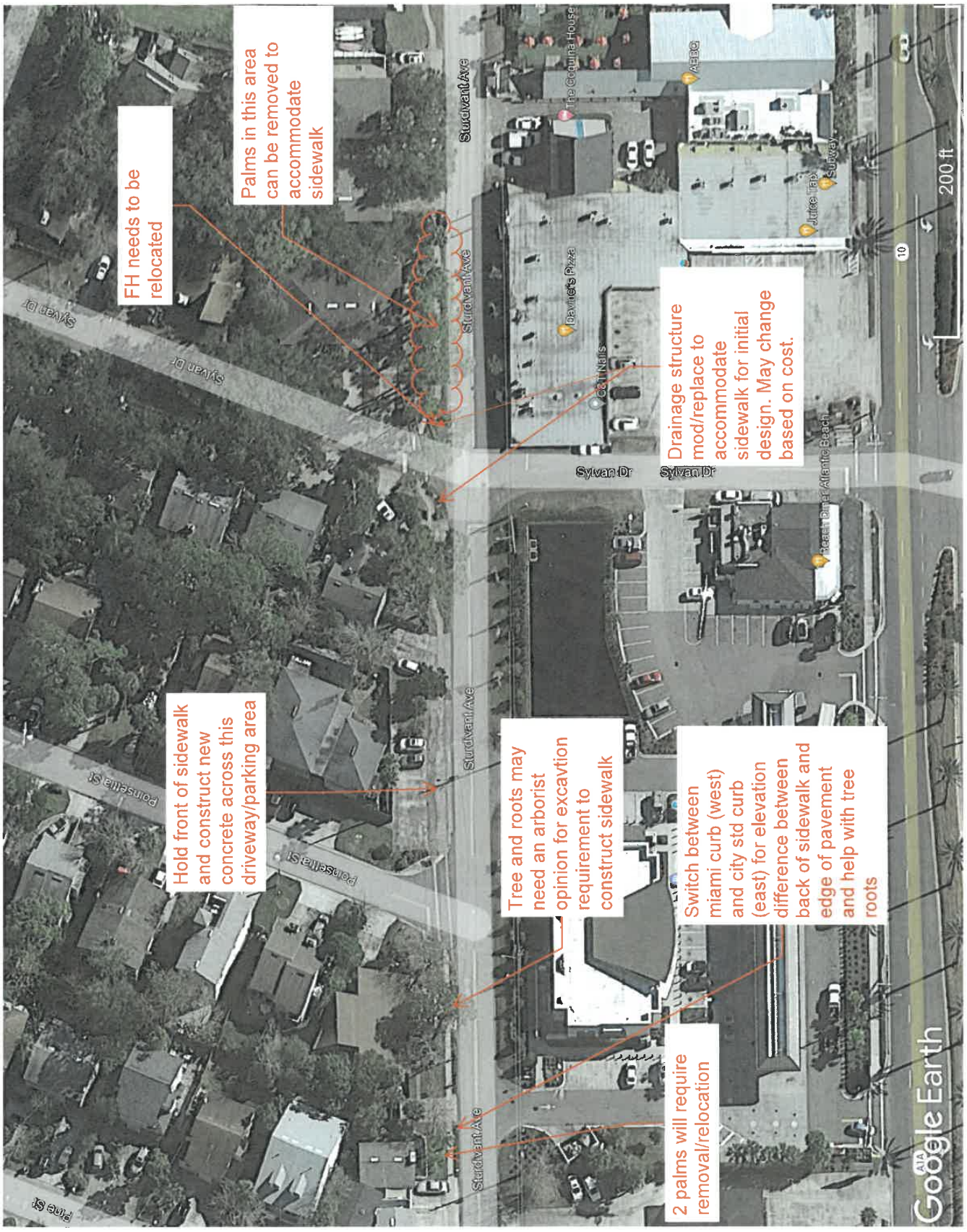
TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
1.0	**Analysis**					
1.1	Drainage Analysis	LS	1	40	40	Inlet modifcations - NW corner of Pine St, NW & NE corners of Sylvan Dr, NW corner of Sherry Dr
1.2	Permit Applications	LS	1	0	0	NA
1.3	Field Reviews	LS	1	4	4	2 @ 2 hrs
	Analysis Subtotal				**44**	
1.4	Quality Assurance/Quality Control	LS	%	5%	2	
1.5	Supervision	LS	%	3%	1	
1.6	Coordination	LS	%	2%	1	
	Analysis Nontechnical Subtotal				**4**	
	TOTALS				**48**	

MISCELLANEOUS DIRECT COST

CONSULTANT NAME: Hanson Professional Services
ESTIMATOR NAME: Brian McKee, PE
DATE: 8/3/2023
PROJECT NAME: STURDIVANT AVE/AHERN ST SIDEWALK

ITEM DESCRIPTION								ITEM TOTAL	COMMENTS
Drafting Medium: (Original Reproducibles)									
0 sets		0	Sheets @	$50.00	Per Sheet =			$0.00	
0 sets		0	Sheets @	$1.00	Per Sheet =			$0.00	
Reproduction (Blue Line & Sepias)		Blue Line	Mylars	Photocopy					
Public Meeting Copies		0	0	0	Sheets				
50% Plans		0	0	0	Sheets				
100% Plans		0	0	400	Sheets				5 Sets plans (20 Sheet Plan Set),Specs and check prints
Final Plans		0	0	400	Sheets				5 Sets plans (20 Sheet Plan Set) Specs and check prints
					Sheets				
	Total Sheets	0	0	800					
Cost:	Blue Line	0	Sheets @	$ -	=	$0.00			
	Sepia	0	Sheets @	$ -	=	$0.00			
	Photocopy	800	Sheets @	$ 0.10	=	$80.00		$80.00	
Travel From: [Consultant Office Location]									
To Project:	# Trips								
Transport.	2 x	23	miles x	$ 0.60	per mile			$27.60	Field Review
To City Offices:	# Trips								
Transport.	1 x	23	miles x	$ 0.60	per mile			$13.80	Phase Review Meeting
To Other:	# Trips								
Transport.	1 x	0	miles x	$ 0.60	per mile			$0.00	
Shipping:								$0.00	
Other:								$0.00	
TOTAL MISC DIRECT COSTS								**$121.40**	


Add mid-block X-walk with RRFBs
Adjust sidewalk width 7'-8' to get around palm trees and ATT cabinet
Hold back of sidewalk until realignment around inlet
Fence within City R/W to be relocated by others to accommodate sidewalk
Wall within R/W can be moved if needed
Palm Tree may be removed to accommodate sidewalk
Proposed miami curb as needed to accommodate sidewalk
Hold front of existing sidewalk through this location
Proposed curb/L-wall at back of sidewalk to deal with elevation difference
Relocate FH north to allow for sidewalk
Palm tree and wood PP need to be address for wider sidewalk
Add miami curb to handle drainage and sidewalk grade
Seminole Rd
Sturdivant Ave
Pine St
Florida State Road A1A
Google Earth
200 ft


FH needs to be relocated
Palms in this area can be removed to accommodate sidewalk
Hold front of sidewalk and construct new concrete across this driveway/parking area
Tree and roots may need an arborist opinion for excavtion requirement to construct sidewalk
Switch between miami curb (west) and city std curb (east) for elevation difference between back of sidewalk and edge of pavement and help with tree roots
2 palms will require removal/relocation
Drainage structure mod/replace to accommodate sidewalk for initial design. May change based on cost.
Sturdivant Ave
Sylvan Dr
Poinsettia St
Pine St
The Cocina House
Davinci's Pizza
Cici Nails
Subway
Juice Tap
Beach Diner Atlantic Beach
200 ft
Google Earth


Exist inlet may need to be replaced/modified to accommodate sidewalk
This limit of sidewalk along Sherry Dr. has already been widened.
curb/L-Wall at back of sidewalk for elev. difference
Exsit wood PP and handrail constrain width at this location
Hold back of sidewalk south of inlet and front of sidewalk north of inlet
Sidewalk will be reduced to 7' to avoid trees and to 6' at big oak tree
Trans. sidewalk and flare on curb at inlet. Exist. ped detector pole will need to be relocated
Community Presbyterian Church
First St
Beach Reads Jax
Sherry Dr
Sturdivant Ave
Troop 37 Scouting Hut
Ahern St
N Sherry Dr
Hotel Palms
IDOC Gateway Vision, Inc
Fleet Landing
Atlantic Blvd
Google Earth
200 ft


First St
Ahern St
Ahern St
Ahern St
Ahern St
Ahern St
Hancock Perdue Insurance
Le Petit Paris Cafe Atlantic Beach
HomeServices Florida
Atlantic Blvd
Google Earth
200 ft
Mailbox/PP/Util pedestal that constrain Sidewalk width
Replace concrete with new sidewalk and provide max width possible. City understands the parking spaces may limit the width of usable sidewalk at times.
Exist. 6' wide sidewalk. Look at RW to see if this can be widened.
Exist. 5' wide sidewalk


Remove palm tree
Relocate FH
No design for crosswalks in this contract. Being addressed by another project
Hold 5' wide sidewalk around oak tree
Ocean Blvd
Beach Ave
Beach Ave
Ahern St
Ahern St
Ahern St
Ahern St
First St
First St
First St
First St
East Coast Dr
East Coast Dr
East Coast Dr
Azurea
Ariana Rovsen
Saumeria
White Frozen Custard of Atlantic Beach
St Joseph Land & Development
200 ft
Google Earth

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Signature Authority for application and acceptance of Federal FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: August 11th, 2023

MEETING DATE: August 28th, 2023

BACKGROUND: Justice Assistance Grants (JAG) are grants that have been established by the Federal Government and are administered by the State of Florida. Atlantic Beach has benefitted from JAG grants for many years. The allocations for this grant must be approved by at least 51% of the law enforcement agencies in Duval County. This year the total amount of the awards for the Atlantic Beach Police Department is $56,347.

The award of this grant from the State of Florida has been approved. This grant can be used to enhance law enforcement by supplementing existing nonfederal funds for program activities, which may include the purchase of law enforcement equipment. This grant does not require any matching funds from the city. The areas this money will be utilized for has been identified as Community Safety Enhancements.

All acquisitions made under this grant will be completed within city purchasing guidelines.

BUDGET: This action will provide grant funding for community safety enhancements.

RECOMMENDATION: For the Commission to authorize by Resolution the Mayor to have signatory authority to apply for and accept the Federal FY22 JAGD grant funds allocated to the City of Atlantic Beach and; for the City Attorney to have signatory authority to execute the necessary certifications required during the grant cycle and; for the City Manager to have authorization to expend the funds necessary to complete the selected grant project and; for police department personnel to have authority to manage the selected grant project. The payment of all project expenditures will be completed within city purchasing guidelines.

ATTACHMENT(S): Resolution No. 23-33

REVIEWED BY CITY MANAGER: Jae Gentry

RESOLUTION NO. 23-33

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO THE FEDERAL FY 2022 JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, Justice Assistance Grant Countywide (JAGC) grants have been established by the Federal Government and are administered by the State of Florida, The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants; and

WHEREAS, allocation of JAGC funds provided to each County in Florida must be approved by at least fifty-one percent of the local law enforcement agencies in that county; and

WHEREAS, the Atlantic Beach Police Department has agreed with fifty-one percent (51%) or greater of other local law enforcement entities to accept the funding levels for the federal FY 2022; and

WHEREAS, the Atlantic Beach Police Department will use these funds for services or equipment that will enhance the capability of the agency to enhance public safety; and

WHEREAS, the submission of a JAGC application requires CEO and CLO certification and the application and management of the grant process must be completed by an authorized city representative and miscellaneous grant amendments must be authorized by a city official;

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

SECTION 1. The City Commission hereby authorizes the Mayor to have signatory authority for; a letter accepting the Duval County funding allocations for the 2022 Edward Byrne Memorial Grant in compliance with State of Florida Rule 11D-6 F.A.C., accepting the approved FY 2022 JAGC Grant, grant management activities on behalf of the City of Atlantic Beach and; for the City Attorney to have signatory authority to execute the necessary certifications required during the grant cycle and; for the City Manager to have authorization to expend the necessary funds in compliance with city finance and purchasing policy in order to complete the associated grant project and; for the Chief of Police or their designee to; have authority to apply for and manage the FY 2022 JAGC Grant, select grant projects, provide information to FDLE, make assertions relating to grant management and have signatory authority for grant management functions of the accepted FY 2022 JAGC grant, on behalf of the city. Purchasing of all items and services associated with this grant will be completed within city purchasing guidelines.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 28th day of August, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Atlantic Beach Police Department
850 Seminole Road
Atlantic Beach, FL 32233
904-247-5859

August 28, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Atlantic Beach approves the distribution of $254,917 of Federal Fiscal Year 2022 Edward Byrne Memorial JAG Program funds for the following projects in Duval County:

Subgrantee/Implementing Agency	Project Purpose	Amount
City of Atlantic Beach	Atlantic Beach Community Safety Project	$56,347.00
City of Jacksonville Beach	Traffic Enforcement Equipment	$48,964.00
City of Neptune Beach	FY22 Technological Advancement Grant	$56,347.00
City of Jacksonville	FY22 Crime Analysis Expansion Continuation	$93,259.00
	Total:	**$254,917.00**

Sincerely,

Curtis Ford
Mayor
City of Atlantic Beach

like us on facebook
@AtlanticBeachPD

FOLLOW US ON Instagram
AtlanticBeachPD

Follow us on twitter
@AtlanticBeachPD

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-36 - Public Works Department Temporary Office Rental

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: August 22, 2023

MEETING DATE: August 28, 2023

BACKGROUND: The City Commission approved Resolution No. 23-29 on Monday, August 14, 2023, awarding City Bid No. 2223-03 Public Works Building Remodel to Atlantic Sales & Service, Inc. dba Atlantic Coast Construction. The contractor submitted a proposed project schedule, with renovations scheduled to begin on Monday, September 11, 2023. Public Works Staff will be unable to occupy the building during this phase of construction, and City Staff began researching temporary office locations. Several locations were considered, and the most feasible option was determined to be located at PanAm Plaza, 2294 Mayport Road, Unit 18, Jacksonville, 32233, leased by Ash Properties. The cost will be $1,666.67 per month, with a security deposit of $1,666.67. The lease term is for one year, on a month-to-month basis, in the event that the Public Works Building renovations finish earlier or later than expected.

BUDGET: The FY22-23 Public Works Rentals & Leases account 001-5001-541-4400 contains $20,100.00 that can be used to pay for monthly lease payments.

RECOMMENDATION: Approve Resolution No. 23-36 authorizing the City Manager to execute a lease contract between the City of Atlantic Beach and Ash Properties for the space located at 2294 Mayport Road, Unit 18, Jacksonville, 32233, as described in the Lease Proposal dated August 18, 2023

ATTACHMENTS:
1) Resolution No. 23-36
2) Lease Proposal from Ash Properties for 2294 Mayport Road, Unit 18, Jacksonville, 32233, dated August 18, 2023
3) Proposed Project Schedule

REVIEWED BY CITY MANAGER: Joe Hendry

RESOLUTION NO. 23-36

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN ASH PROPERTIES AND THE CITY OF ATLANTIC BEACH FOR 2294 MAYPORT ROAD UNIT 18, JACKSONVILLE, 32233; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on Monday, August 14, 2023, the City Commission awarded Bid No. 2223-03 Public Works Building Renovations to Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group; and

WHEREAS, the contractor submitted a proposed project schedule to begin renovations on September 11, 2023; and

WHEREAS, Public Works Staff will be unable to occupy the building during this phase of construction; and

WHEREAS, several temporary office locations were considered, and the most feasible option was determined to be located at PanAm Plaza at 2294 Mayport Road Unit 18, Jacksonville, 32233, leased by Ash Properties; and

WHEREAS, the lease term is for one year, on a month-to-month basis, with a lease cost of $1,666.67 per month and a security deposit of $1,666.67; and

WHEREAS, the FY22-23 Public Works Rentals & Leases account 001-5001-541-4400 contains $20,100.00 that can be used to pay for the monthly lease payments; and

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

SECTION 1. The City Commission approves the lease agreement between Ash Properties and the City of Atlantic Beach for 2294 Mayport Road Unit 18, Jacksonville, 32233;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Ash Properties and approve a Purchase Order to said vendor in the amount of $20,000.04;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 28th day of August, 2023.

_____
Curtis Ford, Mayor

Attest:

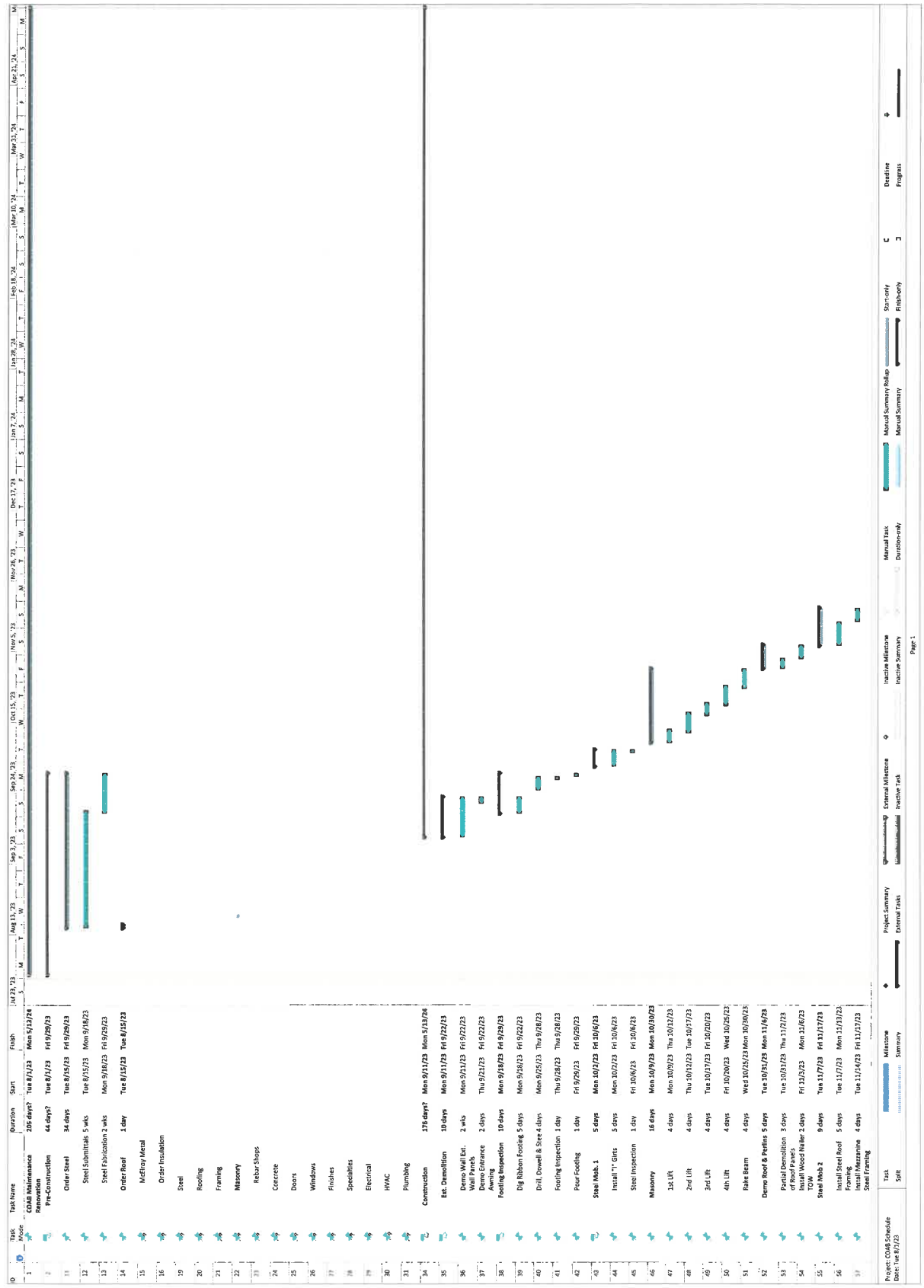
_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

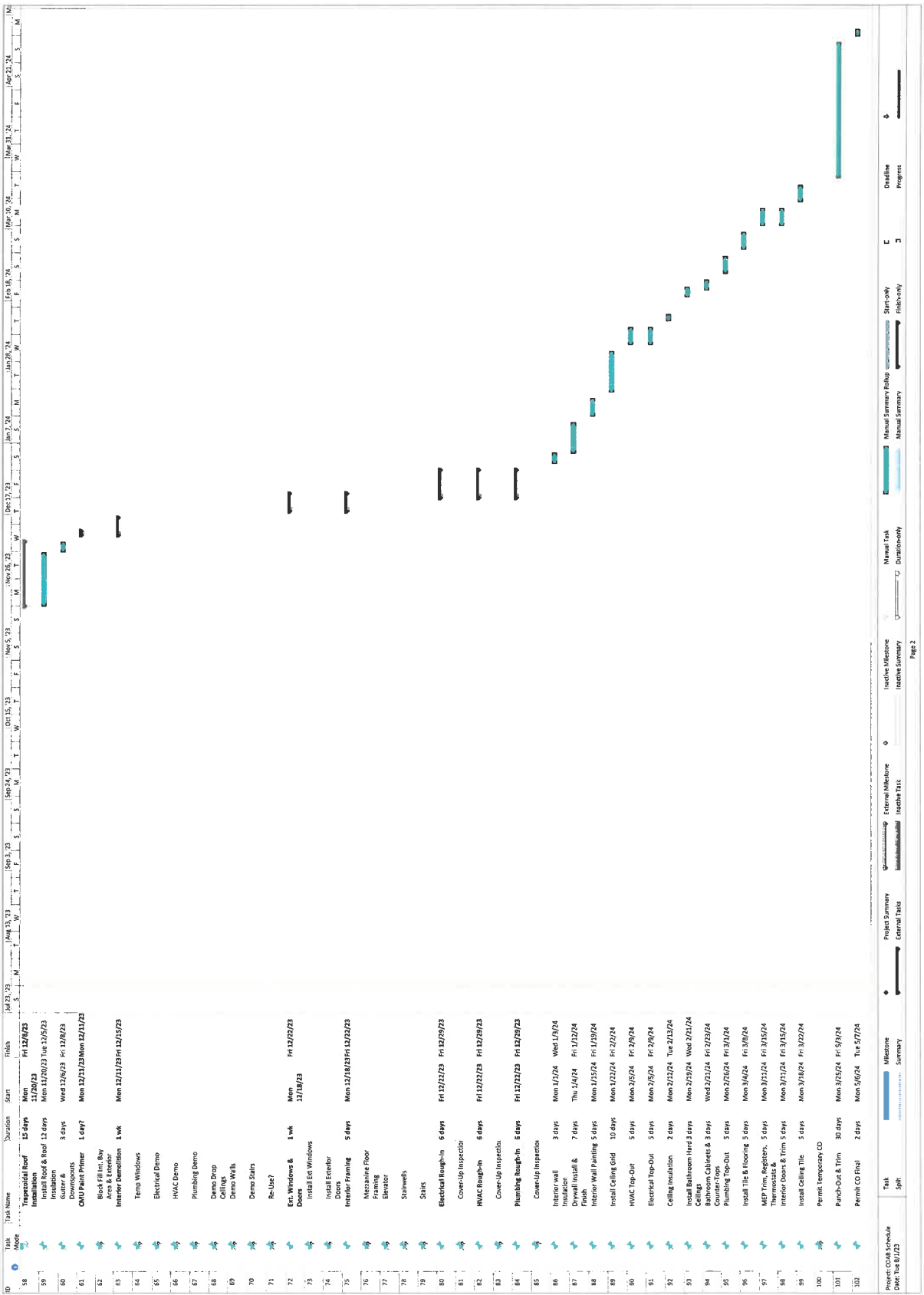
_____
Jason Gabriel, City Attorney

PROPOSAL

ITEM	TERMS
TENANT:	City of Atlantic Beach
LOCATION:	PanAm
SQUARE FEET:	1000 +-
USE:	Temp Space (office)
LANDLORD'S TO DO:	As Is
TERM:	1 yr (month to month)
LEASE RATE:	$15.00
CAM or PASS THRU CHARGES:	$5.00 sf
SALES TAX:	
ANNUAL RENT INCREASES:	4%
RENT:	$1,666.67 per month including CAM
PRE-PAID RENT:	
SECURITY DEPOSIT:	$1,666.67
SIGNAGE:	At Tenants Expense
OCCUPANCY:	TBD
SPACE LAYOUT	Tenant
TENANT TO DO:	All leasehold improvements
TIA :	
LEASE CONTACT:	Dave Gaglione
PHONE:	904.472.5851
TENANTS SIGNATURE:	
DATE OF PROPOSAL:	8/18/23



ID	Task Mode	Task Name	Duration	Start	Finish
1		COAB Maintenance Renovation	205 days?	Tue 8/1/23	Mon 5/13/24
2		Pre-Construction	44 days?	Tue 8/1/23	Fri 9/29/23
11		Order Steel	34 days	Tue 8/15/23	Fri 9/29/23
12		Steel Submittals	5 wks	Tue 8/15/23	Mon 9/18/23
13		Steel Fabrication	2 wks	Mon 9/18/23	Fri 9/29/23
14		Order Roof	1 day	Tue 8/15/23	Tue 8/15/23
15		McElroy Metal			
16		Order Insulation			
19		Steel			
20		Roofing			
21		Framing			
22		Masonry			
23		Rebar Shops			
24		Concrete			
25		Doors			
26		Windows			
27		Finishes			
28		Specialties			
29		Electrical			
30		HVAC			
31		Plumbing			
34		Construction	176 days?	Mon 9/11/23	Mon 5/13/24
35		Est. Demolition	10 days	Mon 9/11/23	Fri 9/22/23
36		Demo Wall Ext. Wall Panels	2 wks	Mon 9/11/23	Fri 9/22/23
37		Demo Entrance Awning	2 days	Thu 9/21/23	Fri 9/22/23
38		Footing Inspection	10 days	Mon 9/18/23	Fri 9/29/23
39		Dig Ribbon Footing	5 days	Mon 9/18/23	Fri 9/22/23
40		Drill, Dowell & Stee	4 days	Mon 9/25/23	Thu 9/28/23
41		Footing Inspection	1 day	Thu 9/28/23	Thu 9/28/23
42		Pour Footing	1 day	Fri 9/29/23	Fri 9/29/23
43		Steel Mob. 1	5 days	Mon 10/2/23	Fri 10/6/23
44		Install "I" Girts	5 days	Mon 10/2/23	Fri 10/6/23
45		Steel Inspection	1 day	Fri 10/6/23	Fri 10/6/23
46		Masonry	16 days	Mon 10/9/23	Mon 10/30/23
47		1st Lift	4 days	Mon 10/9/23	Thu 10/12/23
48		2nd Lift	4 days	Thu 10/12/23	Tue 10/17/23
49		3rd Lift	4 days	Tue 10/17/23	Fri 10/20/23
50		4th Lift	4 days	Fri 10/20/23	Wed 10/25/23
51		Rake Beam	4 days	Wed 10/25/23	Mon 10/30/23
52		Demo Roof & Purlins	5 days	Tue 10/31/23	Mon 11/6/23
53		Partial Demolition of Roof Panels	3 days	Tue 10/31/23	Thu 11/2/23
54		Install Wood Nailer Trim	2 days	Fri 11/3/23	Mon 11/6/23
55		Steel Mob 2	9 days	Tue 11/7/23	Fri 11/17/23
56		Install Steel Roof Framing	5 days	Tue 11/7/23	Mon 11/13/23
57		Install Mezzanine Steel Framing	4 days	Tue 11/14/23	Fri 11/17/23


Project: CO-18 Schedule
Date: Thu 8/17/23
Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Deadline
Progress
Page 2

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-37 - Public Works Department Temporary Office Trailer Rental

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: August 22, 2023

MEETING DATE: August 28, 2023

BACKGROUND: The City Commission approved Resolution No. 23-29 on Monday, August 14, 2023, awarding City Bid No. 2223-03 Public Works Building Remodel to Atlantic Sales & Service, Inc. dba Atlantic Coast Construction. The contractor submitted a proposed project schedule, with renovations scheduled to begin on Monday, September 11, 2023. Public Works Staff will be unable to occupy the building during this phase of construction, and City Staff began researching temporary office locations. It was determined that Streets/Stormwater Supervisor, the Parks/Building Maintenance Supervisor, and the Fleet Maintenance contractor will need an onsite office trailer to conduct normal business operations. Several options were considered, and the most feasible option was determined to be an office trailer from Satellite Shelters, Inc. The lease term will be eight (8) months, and the lease will be paid as a lump sum in the amount of $17,005.00.

BUDGET: The FY22-23 Public Works Rentals & Leases account 001-5001-541-4400 contains $17,005.00 that can be used for the lease payment.

RECOMMENDATION: Approve Resolution No. 23-37 authorizing the City Manager to execute a lease contract between the City of Atlantic Beach and Satellite Shelters, Inc. for a temporary office trailer, as described in the Lease Proposal dated August 16, 2023

ATTACHMENTS:
1) Resolution No. 23-37
2) Lease Proposal from Satellite Shelters, Inc., dated August 16, 2023
3) Proposed Project Schedule

REVIEWED BY CITY MANAGER: Jae Hendry

RESOLUTION NO. 23-37

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN SATELLITE SHELTERS, INC., AND THE CITY OF ATLANTIC BEACH FOR A TEMPORARY OFFICE TRAILER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on Monday, August 14, 2023, the City Commission awarded Bid No. 2223-03 Public Works Building Renovations to Atlantic Coast Sales & Service, Inc. dba Atlantic Coast Construction Group; and

WHEREAS, the contractor submitted a proposed project schedule to begin renovations on September 11, 2023; and

WHEREAS, Public Works Staff will be unable to occupy the building during this phase of construction; and

WHEREAS, it was determined that Streets/Stormwater Supervisor, the Parks/Building Maintenance Supervisor, and the Fleet Maintenance contractor will need an onsite office trailer to conduct normal business operations; and

WHEREAS, several options were considered, and the most feasible option was determined to be an office trailer from Satellite Shelters, Inc.; and

WHEREAS, the lease term is for eight months, with a lease cost of $17,005.00; and

WHEREAS, the FY22-23 Public Works Rentals & Leases account 001-5001-541-4400 contains $17,005.00 that can be used to pay for the lease payment; and

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

SECTION 1. The City Commission approves the lease agreement between Satellite Shelters, Inc. and the City of Atlantic Beach for a temporary office trailer;

SECTION 2. The City Commission hereby authorizes the City Manager to execute the Contract with Satellite Shelters, Inc. and approve a Purchase Order to said vendor in the amount of $17,005.00;

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 28th day of August, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Satellite
The First In Space

6050 S Semoran Blvd
Orlando, FL 32822

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:
Page: 1

Company:
City of Atlantic Beach

Contact:
Matthew Krug
904-247-5834
mkrug@coab.us

Ship-To Address:
City of Atlantic Beach
Atlantic Beach, FL 32233

Pymt Terms: NET30
Billing Term: 8
Min Billing Period: N/A

Delivery Date (On or About): 09/11/2023

Description	Term		Qty	Unit Price	Total Price	Extended Contract Price
12x60 (56' box) Mobile Office W/RR	8	28DAYS	1	1,000.00	1,000.00	8,000.00
Personal Property Tax Recovery Fee	8	28DAYS	1	25.00	25.00	200.00
Holding Tank w/1X Weekly Service	8	28DAYS	1	400.00	400.00	3,200.00
Building Delivery		Each	1	833.00	833.00	
Block & Level		Each	1	1,335.00	1,335.00	
Anchors: Installation		Each	1	990.00	990.00	
Dismantle Building (in Advance)		Each	1	840.00	840.00	
Anchors: Removal (in Advance)		Each	1	684.00	684.00	
Building Pickup @ Return		Each	1	833.00	833.00	
Holding Tank Delivery/Return		Each	1	90.00	90.00	

*Customer to hire plumber to make connections
*Site ground foundation is responsibility of cust.
*Customer responsible for building permits
*Customer responsible for utility connections
*Cust MUST locate underground utilities (anchors)
*Addtl. charge for downtime or special equipment

Total Recurring Charges	**1,425.00**	**11,400.00**
Total One Time Charges	**5,605.00**	**5,605.00**
Pre-Tax Total Contract		**17,005.00**

_____ Customer acknowledges that Satellite Shelters will charge a Damage Waiver Fee of 10% of the Trailer Rental Rate for the term of the lease unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file. In instances where the Damage Waiver Program is unavailable due to location or model restrictions, a Convenience Fee of 10% of the Trailer Rental Rate will be charged unless a current valid Certificate of Insurance (per Terms and Conditions attached) is on file.

Quote expires 30 days from Contract Date. Acceptance of this quote by signature constitutes a Rental Order and acceptance of Satellite Shelters, Inc. (Lessor) Rental Order Terms and Conditions which can be viewed at **https://www.satelliteco.com/download/pdf/SatelliteSheltersRentalOrderTCs.pdf** unless otherwise noted.

Signature: _____ Date: _____

Print Name: _____ PO #: _____

Title: _____

6050 S Semoran Blvd
Orlando, FL 32822

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

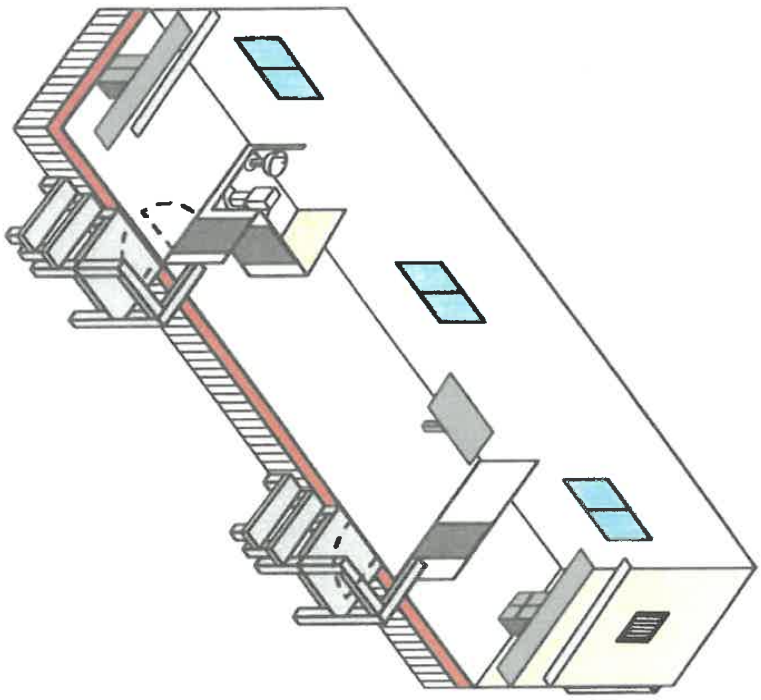
Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:
Page: 2

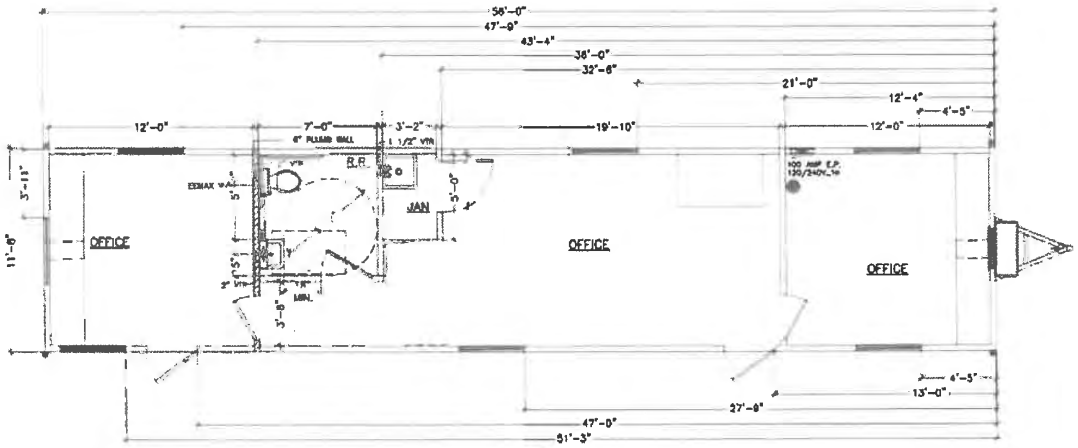
Description	Term		Qty	Unit Price	Total Price	Extended Contract Price
*Cleaning/repairs assessed upon return						

Optional Items - Not Included in Total	Term		Qty	Unit Price	Total Price	Extended Contract Price
* Check and Initial to Add Optional Items to Contract						
☐ _____ Security Bars on Windows & Doors	8	28DAYS	1	96.00	96.00	768.00
☐ _____ HVAC Replacement Filters: first months included		Each	7	12.35	86.45	
☐ _____ 20' Storage Container	8	28DAYS	1	200.00	200.00	1,600.00
☐ _____ 40' Storage Container	8	28DAYS	1	225.00	225.00	1,800.00
☐ _____ Container Delivery		Each	1	298.00	298.00	
☐ _____ Container Pickup		Each	1	298.00	298.00	
☐ _____ Digital Stamped Bldg Plans (3rd Party Engineer) If required by County for permitting takes 2 weeks		Each	1	825.00	825.00	

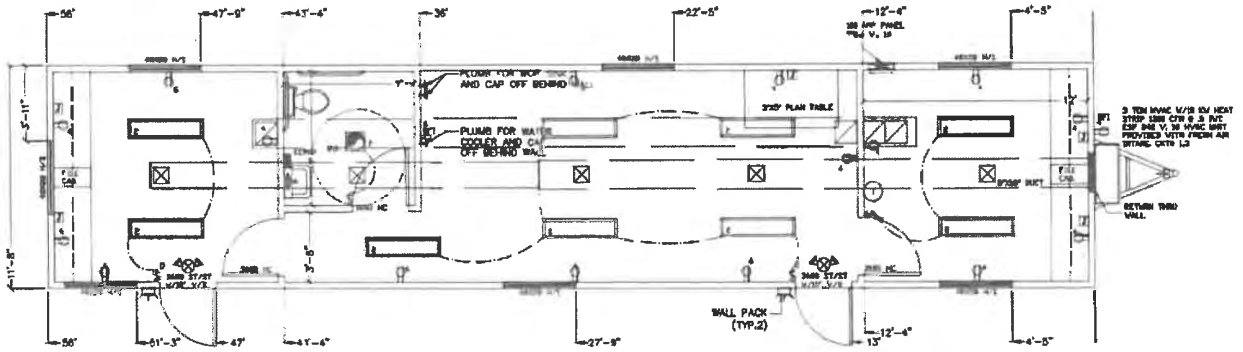


Satellite
The First In Space

12x60 (56' box size) ****Layout is based on available inventory at time of order****



OR



Satellite
The First In Space

6050 S Semoran Blvd
Orlando, FL 32822

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:

Quote is based upon availability and credit approval. Prices quoted do not include applicable taxes. If project/customer qualifies for exemption to sales tax, a valid certificate must be provided prior to delivery. If valid exemption certificate is received after any billing, tax will be due and exemption will be applied to all future billing.

Quote expires 30 days from Contract Date. Clerical errors are subject to correction. All charges billed in advance, unless otherwise noted. Pricing is based on non-prevailing wage rates with use of non-union labor.

Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather-related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included.

Prices assume level, truck-accessible site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building.

Permits (except transport) and other scopes of work/additional items, including all utilities (supply/connect/disconnect) are not included unless specifically listed herein. Satellite does not warrant that the building meets local codes unless expressly stated.

Quote based on use of Satellite's rental/sale/relocation agreements. For Used sales, all are "as is" without warranty expressed or implied.

Unless a current certificate of insurance is provided or already on file, customer will be required to utilize Satellite's Damage Waiver Program. See full Terms and Conditions linked on page 1 for details.

MRA Customers Only: The MRA on file supersedes all items 1 - 27 below. This document is for the acknowledgment of equipment and price only
All terms and conditions are as agreed per MRA# listed on page 1 of this document.

1. Term
This Agreement commences on the date the Rental Order is executed ("Effective Date") by and between the company entity named on the Rental Order ("Lessee"), and Satellite Shelters Inc. ("Lessor"), a Minnesota corporation with offices located at 2530 Xenium Lane North, Suite 150, Minneapolis MN 55441. Lessee and Lessor are periodically referred to as the "Parties," and each a "Party." This Agreement covers rental transactions between the parties for mobile and/or modular office equipment and furnishings ("Equipment") as described on Lessor's Rental Orders. Notwithstanding anything to the contrary contained in any job specific Rental Order, pre-printed terms, and conditions (including, without limitation, purported limitations on liability, waivers of rights and remedies, and variations from any of the warranty, guarantee, indemnity and liability, lease term and termination provisions of this Agreement) are of no force or effect and are superseded by the terms and conditions of this Agreement.
This Agreement commences on of the Effective Date and is perpetual, unless terminated in writing with thirty (30) days' notice to the other Party. Any charges or remaining lease term due under the Rental Order for the Equipment under this Agreement will continue through the end of the initial minimum term (If indicated on page 1 of the Rental Order) for each specific item of Equipment, subject to provisions of Articles 15 and 16.
2. Insurance, Certificate of Insurance
Policies of Insurance. Lessee, at Lessee's cost and expense, must procure and deliver to Lessor, before delivery to Lessee of the Equipment to be leased in this Agreement, and keep in full force and effect during the entire term of this Agreement or as long as the Equipment is in the care, custody, or possession of Lessee, whichever is later, the following policies of insurance:
(a) Lessee must procure all-risks insurance covering Lessor, as an additional insured and loss payee, for loss of or damage to the Equipment and all of Lessor's property located on, at or adjacent to the building site specified in the Rental Order (including, at a minimum, materials in place or to be used as part of the installation or construction of the Equipment, surplus materials, temporary structures, scaffolding and staging, protective fencing, bridging, forms, and miscellaneous materials and supplies) on a full replacement cost basis. At a minimum, such insurance must cover and must not exclude loss or damage caused by: fire; lightning; explosion; windstorm; hail; riot; civil commotion; vandalism; sprinkler leakage; volcanic action; falling objects; weight of snow, ice or sleet; water damage; flood; earthquake or other earth movement; and collapse. Such insurance must also cover Lessor for loss of business income, loss of rental value or rental income, extra expenses, expediting expenses, debris removal, preservation of property, fire department service charge, pollutant clean-up and removal, increased cost of construction, and electronic data.
(b) Lessee must procure liability insurance covering Lessor, as an additional insured, for sums Lessor becomes obligated to pay because of bodily injury, property damage, or personal and advertising injury to third parties, or for medical expenses to third parties, arising out of, in whole or part, the use or condition of Lessor's Equipment, or any portion of Lessor's Equipment, while in the custody, possession or control of Lessee, with limits of liability of at least $1,000,000 per occurrence.
The insurance policies required under this section must each have a maximum deductible or self-insured retention of $5,000, for which Lessee is responsible, must be primary over any policies of Lessor, must contain provisions stating Lessee, and its insurer, waive all subrogation rights against Lessor, and must contain provisions stating that the policies cannot be cancelled or allowed to expire until at least 30 days' after written notice is provided to Lessor.
Certificate of Insurance. Before the effective date of this Agreement, Lessee must provide Lessor with Certificates of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated in this section, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program.
IF A CERTIFICATE OF INSURANCE OR NOTIFICATION OF SELF-ASSUMPTION OF RISK OF LOSS IS NOT RECEIVED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT, LESSEE AGREES TO UTILIZE LESSOR'S DAMAGE WAIVER PROGRAM, UNDER WHICH AN AMOUNT EQUAL TO THE DAMAGE WAIVER PROGRAM BILLING RATE FOR THE EQUIPMENT UNDER AGREEMENT WILL BE ADDED TO THE INVOICE FOR EACH BILLING PERIOD. THE DAMAGE WAIVER PROGRAM IS FOR PROPERTY COVERAGE ONLY, SUBJECT TO THE PROVISIONS OF ARTICLE 3. THE DAMAGE WAIVER PROGRAM WILL BE APPLIED TO THIS AGREEMENT FOR THE FULL TERM, UNLESS A CERTIFICATE OF INSURANCE IS PROVIDED TO LESSOR DURING ANY BILLING CYCLE AFTER THE 28-DAY PERIOD SPECIFIED IN THIS

Satellite
The First In Space

6050 S Semoran Blvd
Orlando, FL 32822

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:

AGREEMENT, IN WHICH CASE A MAXIMUM STOP CHARGE AND BILLING CREDIT EQUAL TO THE COST OF THE DAMAGE WAIVER PROGRAM FOR ONE BILLING CYCLE WILL BE MADE UPON THE REQUEST OF LESSEE.

3. Damage Waiver Program (not available for units in Louisiana and Florida)
The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor.
The Damage Waiver Program is not insurance and does not protect you for liability to others or Lessor. For an additional lease rate as set forth above, Lessor will provide the Damage Waiver for damage or loss to the Equipment under lease. This Damage Waiver Program is subject to a $1,000 deductible amount, per floor. Therefore, Lessee is solely responsible for the first $1,000 per floor of damage or loss with respect to the Equipment. This Damage Waiver Program covers only loss or damage to the leased Equipment. Lessee bears sole responsibility for all other direct or incidental losses, damage, or injuries occasioned by its use of the Equipment, including but not limited to personal injuries to employees or third parties or physical damage or loss to real or personal property not included as Equipment under this Agreement. The program does not cover damages from vandalism, flood, named storms, damages caused by Lessee's negligence or any third party not representing Lessee or Lessor, Lessee's willful actions or failure to act, improper use or operation of the Equipment in a manner prohibited by this Agreement, overloading or improper load distribution, failure to perform routine janitorial or cleaning causing damage, or damage caused by Lessee's failure to promptly notify Lessor in writing of items requiring correction or repair, or failure by Lessee to take reasonable precautions against theft or forced entry (theft and forced entry must be accompanied by police report and reported within 3 days).
OPTION TO OFFER DAMAGE WAIVER PROGRAM IS AT LESSOR'S SOLE DISCRETION.

4. Delineation of Responsibility
If an obligation is not expressly stated in this Agreement, then it is not the responsibility of Lessor.

5. Delivery by Lessor
Lessor is not liable to Lessee for any failure or delay in obtaining or delivering the Equipment. By taking delivery, Lessee acknowledges that the Equipment is in good operating order, repair, working condition, and is fit for the purpose for which it is leased. Lessee must provide upon request, a separate Equipment acceptance notification.
Lessee is solely responsible for site selection, local code compliance, all zoning approvals, permits (except transport), providing a level (1' in 70') and truck accessible site, both at time of installation and removal, with a bearing surface of a minimum of 3,000 PSF and a site clear of obstructions, both above and below ground. Lessor is not responsible for building settlement or soil heaving due to inadequate foundation. All site restoration is the sole responsibility of Lessee. Lessor is not responsible for unforeseen conditions.
If the Lessee does not own the site where Lessee places the Equipment, Lessee must notify the landowner that the Equipment is leased. Lessee will indemnify Lessor if the landowner attempts to assert an ownership interest in the Equipment.

6. Taxes, Fees, and Expenses
In addition to the rental payments, Lessee agrees to pay all costs, expenses, fees, and charges incurred in connection with the Equipment, the use and operation of the Equipment, servicing costs, sales taxes, personal property, and other ad valorem taxes, and all assessments and other governmental charges whatsoever and by whomsoever payable on said Equipment, or on the use, ownership, possession, rental, shipment, transportation, delivery, or operation of the Equipment. However, Lessor will pay licensing and registration fees and federal or state net income taxes against Lessor on or measured by rentals payable under this Agreement, or the net income under this Agreement. Upon Lessor's demand, Lessee will reimburse Lessor for the full amount of any costs, expenses, taxes, fees, or other charges paid by Lessor.

7. Lawful Use, Assignment, and Subletting Prohibited
Lessee will use or permit the use of the Equipment only for lawful purposes and will keep it at the location provided above during the entire lease term. The Equipment must be at all times used and operated in compliance with all laws of any jurisdiction where it is located. Lessor assumes no responsibility for compliance with state or local codes. Lessee will not assign, transfer, sublet, or in any way assign its rights under this Agreement and may not pledge, permit to be liened, mortgage, hypothecate, or otherwise encumber or charge its rights or interests under this Agreement.
Lessee must give Lessor immediate notice of any purported attachment or other judicial process affecting any of the Equipment. Without Lessor's written permission, Lessee may not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without Lessor's prior written consent, then all of the New Equipment will become equipment owned by Lessor subject to this Agreement.

8. Indemnity
Lessee indemnifies Lessor and holds Lessor, its officers, agents, and employees harmless of and from all losses, damages, claims, demands, or liability of any kind or nature whatsoever, including legal expenses and attorneys' fees and costs arising from or related to the use, condition, or operation of the Equipment, and by whomsoever used or operated.

9. Maintenance, Damage, and Destruction
Lessee must, at its own expense, at all times keep the Equipment in good and efficient working order, condition, and repair, and must keep and maintain on the Equipment such identification of ownership as Lessor may require. Lessee will be responsible for normal maintenance such as changing HVAC filters, light bulbs, janitorial services, cleaning HVAC coils, and other minor repairs. Lessee bears the risk of damage, theft, or destruction of the Equipment from every cause, and must make all replacements, repairs, or substitution of parts or Equipment at its expense, all of which will constitute an accession to the Equipment, and title of the Equipment will vest in Lessor. Should the Equipment be damaged by any reason and be capable of repair, Lessor may repair the same at Lessee's expense, or at Lessor's option, Lessee must repair the same at Lessee's expense to Lessor's specifications, as quickly as circumstances permit. Lessee will be responsible for all damages caused by moisture or water intrusion not reported promptly to Lessor for correction and repair. Lessee will not move Equipment without written permission of Lessor.
Upon the total loss of any or all the Equipment, to such an extent as to make the repair of the Equipment uneconomical in Lessor's sole opinion, Lessor may declare the Equipment a "Total Loss." Upon a Total Loss of the Equipment, Lessee must pay Lessor on the next day for the payment of rent: the rent then due, plus the full replacement value of the Equipment had a Total Loss not occurred, less all insurance proceeds actually paid or assigned to Lessor from the insurance maintained by Lessee, plus all applicable taxes and fees and transfer taxes (together, the "Total Loss Amounts"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligations will terminate and Lessor will transfer available ownership documents, if any, to Lessee, unless Lessor agrees in writing to dispose of the Equipment and at Lessee's sole cost and expense.

10. Inspection by Lessor
Lessor may inspect the Equipment at any reasonable time, and has the right to post any notice of non-responsibility or any other notice protecting its interest.

11. Accidents and Claims

6050 S Semoran Blvd
Orlando, FL 32822

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:

Within 24 hours after any accident involving Equipment, Lessee must notify Lessor by telephone and within 48 hours notify Lessor in writing. Said report must state the time, place, and nature of the event; the damage sustained; the addresses of persons involved, persons injured, and witnesses; and any other information relating to said event, and must promptly forward to Lessor all correspondence, notices, or documents received in connection with any claim or demand relating to the Equipment or its operation and must aid in the investigation and defense of all such claims and demands. Nothing in this section modifies the provisions of Article 8 above, in which Lessee holds Lessor harmless and indemnifies Lessor against all these matters, and Lessor will have no responsibility to take any actions in the event of such casualty. Rent will continue to be charged on damaged Equipment until a final settlement check has been received from Lessee's insurance provider in an amount adequate to compensate Lessor.

12. Non-Liability of Lessor

Unless caused by Lessor's gross negligence, Lessor will not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment, or by the use, maintenance, operation, handling, or storage of the Equipment, or for the loss of Lessee's business, or damages whatsoever or howsoever caused.

13. Default

Each of the following events is an "Event of Default" as the term is defined in any agreement between the Parties:

a) If Lessee fails to pay when due any payment or any other amount owing;

b) If Lessee fails to perform any other term, covenant, or condition of this Agreement or any other agreement between the Parties on Lessee's part to be observed or performed.

c) If Lessee files for relief under any bankruptcy or similar law for the relief of debtors, or if Lessee makes any assignment for benefit of creditors, or if a receiver is appointed to take possession of any of the assets of Lessee, or any involuntary bankruptcy is filed against Lessee.

d) If Lessee considers itself insecure.

Upon an Event of Default, the Equipment and any rights of Lessee in the Equipment will be surrendered to Lessor. Lessor may take possession of the Equipment and is authorized by Lessee to enter upon any premises of Lessee without notice for the purpose of taking possession of the Equipment. Lessor may retain all rents and any other amounts paid by Lessee under this Agreement. Repossession by Lessor or the surrender of the Equipment to Lessor will not affect the right of Lessor to recover from Lessee any and all damages that Lessor will have sustained by reason of the breach of any of the covenants, terms, or conditions of this Agreement. Lessee will continue to be responsible for all the rental payments for the remainder of the term of this Agreement and for the payment of any other amounts owing. Nothing in this paragraph is a limitation on Lessor's right to damages.

Upon an Event of Default, Lessor may:

a) relet the Equipment or any portion of the Equipment for such periods, at such rental amounts as it considers reasonable. After deducting its costs and expenses in such reletting, may apply any net proceeds received to the amounts payable by Lessee under this Agreement, or

b) sell the Equipment or any portion of the Equipment, and after deducting its costs and expenses in connection with said sale or sales, apply the net proceeds to the amounts payable by Lessee under this Agreement. Lessee must pay any deficiency, as determined by the amount the net proceeds of said sale or reletting is less than the amount to be paid by Lessee under this Agreement, or

c) cancel and terminate the entire Agreement, and any and all separate Rental Orders made under this Agreement.

Lessor, at its sole option, may recover from Lessee the worth, at the time of the termination, of the excess between: (a) the amount of rent and charges equivalent to rent reserved under this Agreement for the remainder of the term of the Equipment and (b) the then reasonable rental value of the Equipment for the remainder of the stated term.

Lessor will have all other remedies in its favor existing in law, equity, or bankruptcy, and the remedies in this Agreement will be cumulative and not exclusive.

14. Cross-Default

Lessor and Lessee may supplement this Agreement with schedules and amendments. In addition, Lessor and Lessee may enter into additional lease agreements or sale agreements with each other. A default under this Agreement also constitutes a default under every other agreement the Parties may have with each other. Further, a default under any agreement between Lessor and Lessee constitutes a default under this Agreement.

15. Return of Equipment, Termination of Agreement

At the end of the Term, Lessee must cause the Equipment to be returned to Lessor at any location designated by Lessor. Lessor, in its sole discretion, will determine how the Equipment will be returned to it, and Lessee will provide Lessor with at least fourteen (14) working days' advance notice of its return. The Equipment must be "broom clean" and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as provided in this Agreement and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that before the return of the Equipment to Lessor or upon notice of its repossession, Lessee must immediately disconnect all utilities connected to the Equipment, remove all the Lessee's personal property from the Equipment, and vacate the Equipment so that the Equipment can be returned to the Lessor. Whenever Lessor or its agents pick up or repossess the Equipment, Lessee must remove any barriers or restrictions to make the Equipment readily accessible for removal by truck, without additional inconvenience or expense. All site restoration is the responsibility of Lessee. Lessor will not be liable for keeping or storing any personal property of the Lessee left in, on or around the Equipment; such property will be treated as abandoned by Lessee and Lessee consents to the disposal of such personal property by Lessor, at Lessee's expense. Any accessories in addition to the returned Equipment are part of the Equipment and the property of the Lessor. Lessee must reimburse Lessor for all costs incurred related to returning the Equipment, repairing the Equipment, cleaning debris, trash, or personal property left in the Equipment, or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted. Lessee indemnifies, defends, and holds Lessor harmless from all claims of Lessee or third parties arising from any return, retaking, or repossession of the Equipment.

16. Early Termination

If a minimum term is noted on page 1 of the Rental Order, this provision applies.

The Parties are unable to ascertain the actual damages Lessor will incur if Lessee terminates this Agreement before the Equipment's Minimum Initial Term expires ("Early Termination"). As a reasonable forecast of damages expected to occur upon Early Termination, in addition to all amounts due and owing before the Early Termination and all of Lessor's costs and expenses caused by the Early Termination, Lessee must pay Lessor the following:

a) If the Equipment is new custom-built Equipment at the start date of the Minimum Initial Term, Lessee must pay 100% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

b) If the Equipment is standard stock Equipment at the start date of the Minimum Initial Term, Lessee must pay 50% of all remaining lease payments and all other amounts that would have been due under the Equipment's Rental Order had the Early Termination not occurred, less the net proceeds, if any, of re-letting the Equipment after deducting all of Lessor's expenses incurred in connection with the re-letting.

17. REPOSSESSION

6050 S Semoran Blvd
Orlando, FL 32822

Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:

LESSEE ACKNOWLEDGES THAT, UNDER ARTICLE 13 OF THIS AGREEMENT, LESSOR HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD AN EVENT OF DEFAULT OCCUR. LESSEE WAIVES THE RIGHT, IF ANY, TO REQUIRE LESSOR TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING BEFORE EXERCISING SUCH RIGHT OF REPOSSESSION.

18. Limited Warranty

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON LESSOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT WITH LESSOR.

19. Limitation of Liability

IN NO EVENT WILL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA OR DIMINUTION IN VALUE], OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL LESSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LESSOR UNDER THE APPLICABLE RENTAL ORDER.

20. Lessor's Assignment

Lessee agrees that nothing contained in this Agreement will prohibit the Lessor, its assigns, and successors from selling, assigning and transferring all of its right, title, and interest in and to this Agreement, the property described in this Agreement, and all monies to become due under this Agreement.

21. Attorney's Fees and Costs

If Lessee defaults, Lessor is entitled to recover from Lessee, in addition to all other items of damages, all costs and expenses, including court costs and reasonable attorneys' fees incurred by Lessor to enforce its rights and remedies under this Agreement.

22. Financing Statement

Lessor is authorized by Lessee to cause this Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment. Lessee agrees to execute any such instruments as Lessor may request from time to time.

23. Miscellaneous

Time is of the essence regarding this Agreement. This Agreement may be signed in any number of counterparts and each will constitute a duplicate original. The Parties agree to execute, or if required, acknowledge such further counterparts of this Agreement or any other documents as may be necessary to comply with the provisions of any applicable law at any time in force which requires the recording of filing of this Agreement or a copy of this Agreement in any public office of the United States or any state or political subdivision, and Lessee agrees to pay the fees or charges imposed by law for any such mandatory filing or recording as well as the amount of any stamps or documentary taxes, federal or state, levied or assessed on this Agreement. The relationship between the Parties is that of Lessor and Lessee and Lessee's only interest under this Agreement is as a Lessee. Lessee does not have and will not acquire any right, title, interest, or equity whatsoever in the Equipment. The Equipment will remain the sole property of the Lessor. The Equipment will remain personal property regardless of its use or manner of attachment to realty.

This Agreement was jointly drafted by the Parties, and the Parties agree that neither should be favored in the construction, interpretation, or application of any provision or any ambiguity. There are no unwritten or oral agreements between the Parties. This Agreement, and any schedules or amendments, constitute the entire understanding and agreement between Lessor and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments, and offers between the Parties, whether oral or written. The provisions of the Agreement are primary, and no provision of this Agreement will be waived, amended, discharged, or modified orally or by custom, usage, or course of conduct, unless such waiver, amendment, or modification is in writing and signed by an officer of each of the Parties.

This Agreement, the Rental Orders, lease schedule(s), attached riders, and any documents or instruments issued or executed under this Agreement will have been made, executed, and delivered in, and will be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Minnesota. Lessee and Lessor consent to the exclusive jurisdiction of any local, state, or federal court located within Minnesota. Venue must be in Minnesota, and Lessee waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Agreement. Provisions of this Agreement are severable, and the invalidity of any provision will not affect the validity of any other provision.

It is the policy of Satellite Shelters, Inc., not to discriminate against any employee or applicant for employment because he or she is an individual with a disability or a protected veteran. We encourage you to do the same.

24. Notices

All notices, requests, consents, claim, demands, waivers, and other communications under this Agreement must be in writing, and such notices will become effective when deposited in the United States mail, with proper postage prepaid, addressed to the Parties at such respective addresses appearing in this Agreement, or at such other addresses either Party may from time to time notify the other in writing.

25. Net Lease

This Agreement is a net lease and Lessee's obligations to pay all lease charges and other amounts payable under this Agreement are absolute and unconditional and, except as expressly provided in this Agreement, will not be subject to any: (i) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (ii) Equipment failure, defect or deficiency; (iii) damage to or destruction of the Equipment; or (iv) dissatisfaction with the Equipment or otherwise, including any present or future claim against Lessor or the manufacturer, supplier, reseller, or vendor of the Equipment. Except as expressly provided, this Agreement and any Rental Orders will not terminate for any reason, including any defect in the Equipment or Lessor's title of the Equipment or any destruction or loss of use of any item of Equipment.

26. Credit

Lessor has the right to require two (2) years' audited financial statements periodically and other documentation from Lessee for credit approval. Lessor specifically reserves the right to refuse acceptance of any additional Rental Orders to this Agreement if Lessee is in arrears on payment, or inadequate security or credit information is provided by Lessee.

Satellite
The First In Space

6050 S Semoran Blvd
Orlando, FL 32822

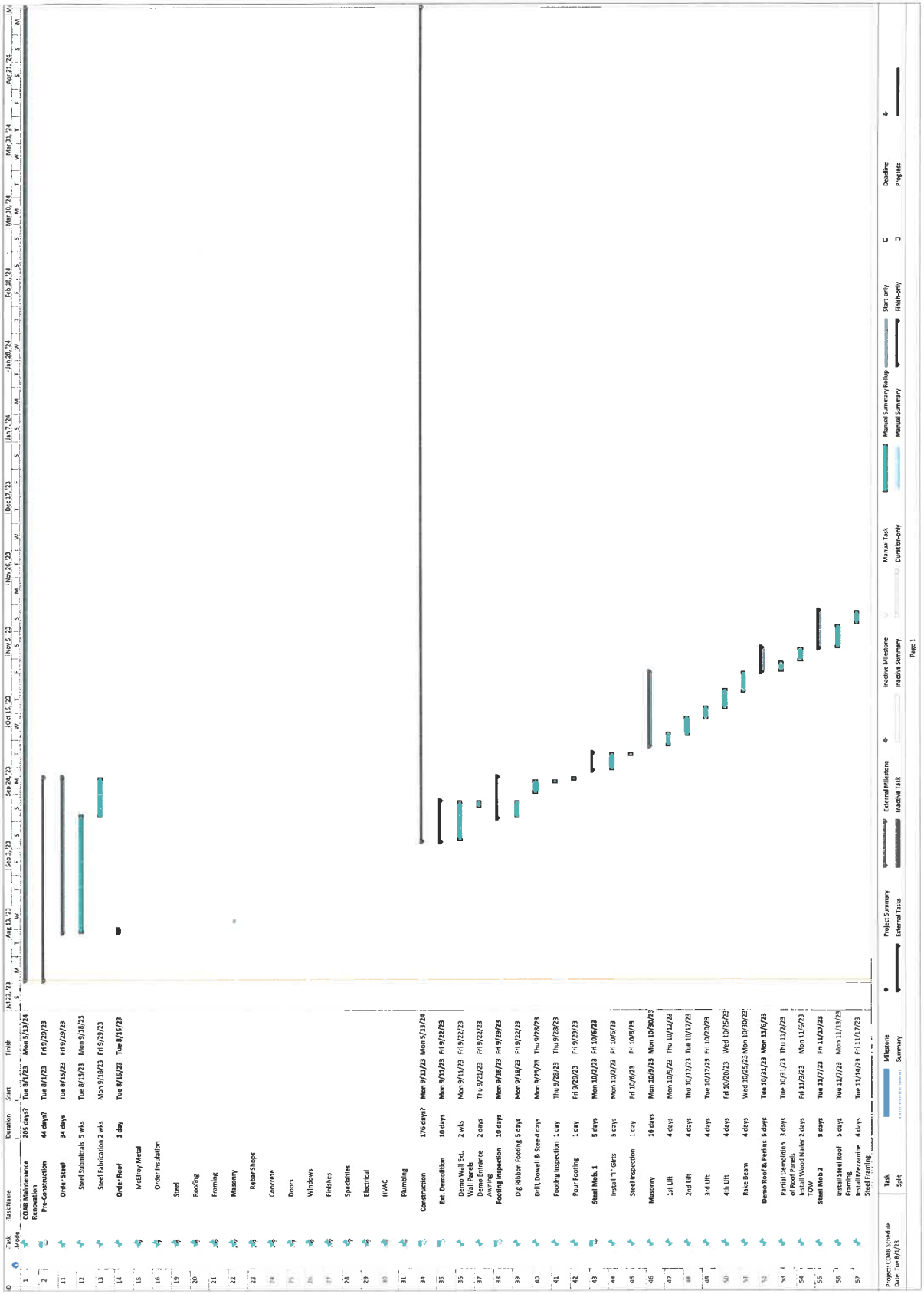
Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

Phone: (407) 982-4560
Mobile: 336-880-5262

Your Satellite Sales Representative:
Chrystie Mack
Email: chrystiem@satelliteco.com

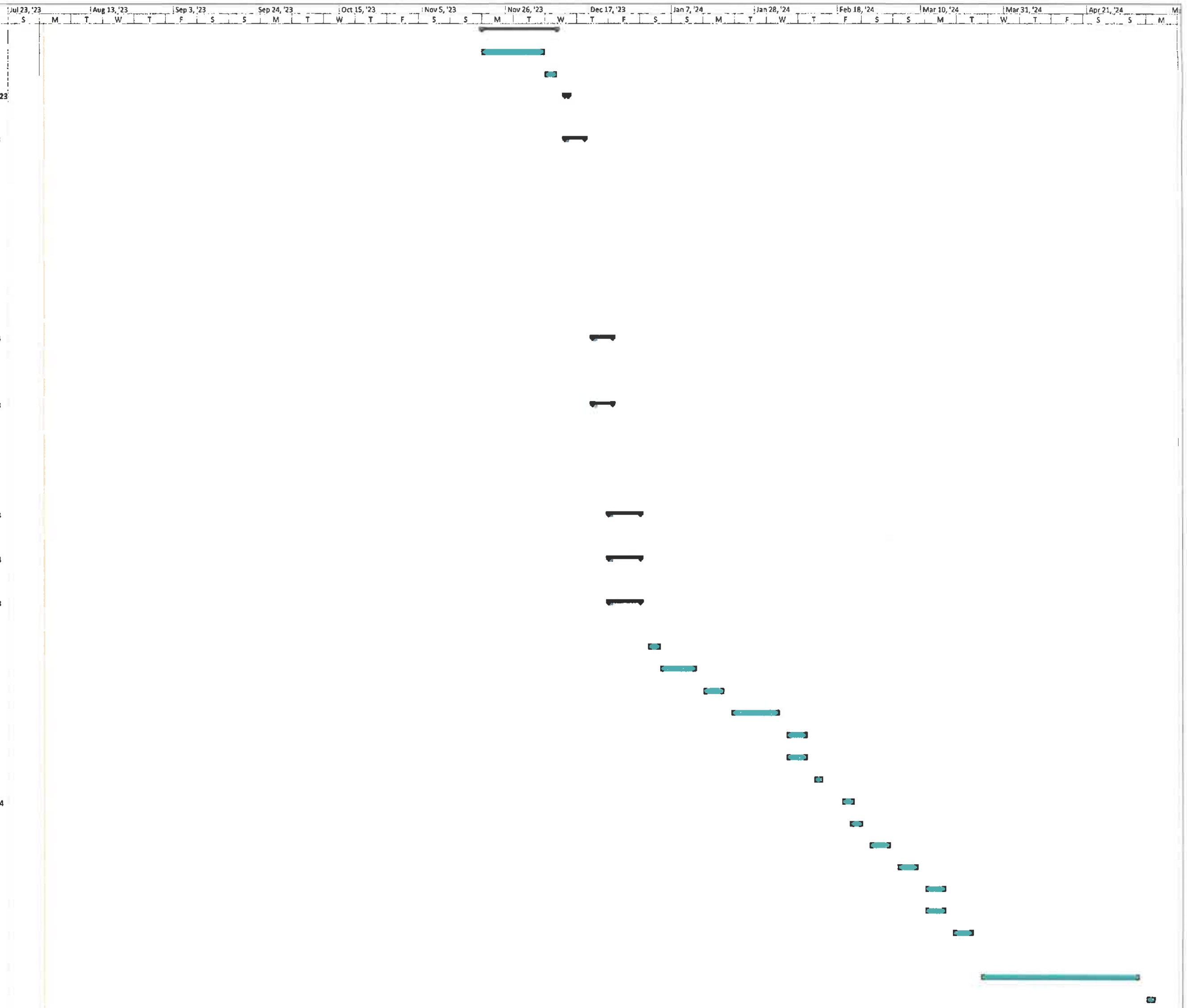
Contract Date: 08/16/2023
Contract No.: RQ252078
Rental Insurance Status: NOT OPTION
Insurance Exp Date:
Page: 7

27. Billing, Interest, and Late Charges
Invoicing will be done on a monthly basis. If payment is not received on the due date indicated on an invoice, to compensate Lessor for damages caused by Lessee's failure to pay on time, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1½%) per month, or (b) the maximum percentage allowed by law, calculated daily and compounded monthly.
LESSEE WILL BE BILLED ON A 28-DAY CYCLE IN ADVANCE. LESSOR WILL NOT PRORATE ANY FRACTION OF A BILLING CYCLE.



ID	Task Mode	Task Name	Duration	Start	Finish
1		COAB Maintenance Renovation	205 days?	Tue 8/1/23	Mon 5/13/24
2		Pre-Construction	44 days?	Tue 8/1/23	Fri 9/29/23
11		Order Steel	34 days	Tue 8/15/23	Fri 9/29/23
12		Steel Submittals	5 wks	Tue 8/15/23	Mon 9/18/23
13		Steel Fabrication	2 wks	Mon 9/18/23	Fri 9/29/23
14		Order Roof	1 day	Tue 8/15/23	Tue 8/15/23
15		McElroy Metal			
16		Order Insulation			
19		Steel			
20		Roofing			
21		Framing			
22		Masonry			
23		Rebar Shops			
24		Concrete			
25		Doors			
26		Windows			
27		Finishes			
28		Specialities			
29		Electrical			
30		HVAC			
31		Plumbing			
34		Construction	176 days?	Mon 9/11/23	Mon 5/13/24
35		Ext. Demolition	10 days	Mon 9/11/23	Fri 9/22/23
36		Demo Wall Ext. Wall Panels	2 wks	Mon 9/11/23	Fri 9/22/23
37		Demo Entrance Awning	2 days	Thu 9/21/23	Fri 9/22/23
38		Footing Inspection	10 days	Mon 9/18/23	Fri 9/29/23
39		Dig Ribbon Footing	5 days	Mon 9/18/23	Fri 9/22/23
40		Drill, Dowell & Stee	4 days	Mon 9/25/23	Thu 9/28/23
41		Footing Inspection	1 day	Thu 9/28/23	Thu 9/28/23
42		Pour Footing	1 day	Fri 9/29/23	Fri 9/29/23
43		Steel Mob. 1	5 days	Mon 10/2/23	Fri 10/6/23
44		Install "I" Girts	5 days	Mon 10/2/23	Fri 10/6/23
45		Steel Inspection	1 day	Fri 10/6/23	Fri 10/6/23
46		Masonry	16 days	Mon 10/9/23	Mon 10/30/23
47		1st Lift	4 days	Mon 10/9/23	Thu 10/12/23
48		2nd Lift	4 days	Thu 10/12/23	Tue 10/17/23
49		3rd Lift	4 days	Tue 10/17/23	Fri 10/20/23
50		4th Lift	4 days	Fri 10/20/23	Wed 10/25/23
51		Raise Beam	4 days	Wed 10/25/23	Mon 10/30/23
52		Demo Roof & Perlin	5 days	Tue 10/31/23	Mon 11/6/23
53		Partial Demolition of Roof Panels	3 days	Tue 10/31/23	Thu 11/2/23
54		Install Wood Nailer TOW	2 days	Fri 11/3/23	Mon 11/6/23
55		Steel Mob 2	9 days	Tue 11/7/23	Fri 11/17/23
56		Install Steel Roof Framing	5 days	Tue 11/7/23	Mon 11/13/23
57		Install Mezzanine Steel Framing	4 days	Tue 11/14/23	Fri 11/17/23

ID	Task Mode	Task Name	Duration	Start	Finish
58		**Trapezoidal Roof Installation**	**15 days**	**Mon 11/20/23**	**Fri 12/8/23**
59		Install Roof & Roof Insulation	12 days	Mon 11/20/23	Tue 12/5/23
60		Gutter & Downspouts	3 days	Wed 12/6/23	Fri 12/8/23
61		**CMU Paint Primer**	**1 day?**	**Mon 12/11/23**	**Mon 12/11/23**
62		Block Fill Int. Bay Area & Exterior			
63		**Interior Demolition**	**1 wk**	**Mon 12/11/23**	**Fri 12/15/23**
64		Temp Windows			
65		Electrical Demo			
66		HVAC Demo			
67		Plumbing Demo			
68		Demo Drop Ceilings			
69		Demo Walls			
70		Demo Stairs			
71		Re-Use?			
72		**Ext. Windows & Doors**	**1 wk**	**Mon 12/18/23**	**Fri 12/22/23**
73		Install Ext Windows			
74		Install Exterior Doors			
75		**Interior Framing**	**5 days**	**Mon 12/18/23**	**Fri 12/22/23**
76		Mezzanine Floor Framing			
77		Elevator			
78		Stairwells			
79		Stairs			
80		**Electrical Rough-In**	**6 days**	**Fri 12/22/23**	**Fri 12/29/23**
81		Cover-Up Inspectioı			
82		**HVAC Rough-In**	**6 days**	**Fri 12/22/23**	**Fri 12/29/23**
83		Cover-Up Inspectioı			
84		**Plumbing Rough-In**	**6 days**	**Fri 12/22/23**	**Fri 12/29/23**
85		Cover-Up Inspectioı			
86		Interior wall Insulation	3 days	Mon 1/1/24	Wed 1/3/24
87		Drywall Install & Finish	7 days	Thu 1/4/24	Fri 1/12/24
88		Interior Wall Painting	5 days	Mon 1/15/24	Fri 1/19/24
89		Install Ceiling Grid	10 days	Mon 1/22/24	Fri 2/2/24
90		HVAC Top-Out	5 days	Mon 2/5/24	Fri 2/9/24
91		Electrical Top-Out	5 days	Mon 2/5/24	Fri 2/9/24
92		Ceiling Insulation	2 days	Mon 2/12/24	Tue 2/13/24
93		Install Bathroom Hard Ceilings	3 days	Mon 2/19/24	Wed 2/21/24
94		Bathroom Cabinets & Counter-Tops	3 days	Wed 2/21/24	Fri 2/23/24
95		Plumbing Top-Out	5 days	Mon 2/26/24	Fri 3/1/24
96		Install Tile & Flooring	5 days	Mon 3/4/24	Fri 3/8/24
97		MEP Trim, Registers, Thermostats &	5 days	Mon 3/11/24	Fri 3/15/24
98		Interior Doors & Trim	5 days	Mon 3/11/24	Fri 3/15/24
99		Install Ceiling Tile	5 days	Mon 3/18/24	Fri 3/22/24
100		Permit Temporary CO			
101		Punch-Out & Trim	30 days	Mon 3/25/24	Fri 5/3/24
102		Permit CO Final	2 days	Mon 5/6/24	Tue 5/7/24



Project: COAB Schedule
Date: Tue 8/1/23

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress