City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, September 11, 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 Special Called meetings held on March 20, 2023, May 8, 2023, and August 7, 2023. 5 - 71
3-20-23 Special Called Meeting of the City Commission Draft Minutes
5-8-23 Special Called Meeting of the City Commission Draft Minutes
8-7-23 Special Called Meeting of the City Commission Draft Minutes

* 1.B. Approve minutes of the Special meeting held on July 29, 2023. 73 - 76
7-29-23 Special Meeting of the City Commission Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

2.A. Proclamation - Constitution Week (Mayor Ford) 77
Consititution Week Proclamation

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (Sept. - Nov. 2023) 79 - 82
90-Day Calendar (Sept. - Nov. 2023)

3.B. Florida League of Cities Recognition of Commissioner Kelly 83 - 84
FLC-Commissioner Kelly

3.C. Idalia Report

3.D. Streaming BMRC meetings

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

* 4.A. FY 2023-24 Budget Discussion (Commissioner Kelly) 85
9-8-23 Email

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

8.A. **RESOLUTION NO. 23-39** 87 - 92

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; SUBJECT TO AND CONTINGENT UPON INCLUSION OF FUNDING FOR THIS PURPOSE IN THE FISCAL YEAR 2023-24 CITY COMMISSION-APPROVED BUDGET; AUTHORIZING THE EXPENDITURE OF $45,603.83 ANTICIPATED TO BE ALLOCATED IN THE FISCAL YEAR 2023-24 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-39

8.B. **RESOLUTION NO. 23-35** 93 - 94

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR RESILIENT FLORIDA FUNDING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FISCAL YEAR 2023-24 FUNDING CYCLE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-35

8.C. **RESOLUTION NO. 23-37** 95 - 115

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

* 9.A. **ORDINANCE NO. 20-23-169, Introduction and First Reading** 117 - 121

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND

ENDING SEPTEMBER 30, 2023, FOR APPROPRIATING FUNDS ASSOCIATED WITH THE JUSTICE ASSISTANCE GRANT COUNTYWIDE (JAGC) FOR A CITY OF ATLANTIC BEACH COMMUNITY SECURITY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance No. 20-23-169

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
Special Called Meeting of the City Commission
Monday, March 20, 2023 - 5:30 PM
Commission Chamber

INVOCATION AND PLEDGE TO THE FLAG

ATTENDANCE:

Present:
Curtis Ford, Mayor
Bruce Bole, Commissioner - Seat 2 (District 1308)
Michael Waters, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
Joe Gerrity, Interim City Manager (CM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)

1. CALL TO ORDER AND ROLL CALL

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 5:30 PM. City Clerk Bartle called the roll.

2. PUBLIC HEARING ON WAIVER REQUEST (42 EAST COAST DR)

A. City Attorney Procedural Reminders

CA Gabriel reviewed the hearing procedures and explained the quasi-judicial proceedings.

B. Disclosure of Ex Parte Communications, if any

Commissioner Bole had no ex parte communications other than the emails received by the other Commissioners.

Commissioner Kelly met with and listened to the applicant and his lawyer last week and received the same emails as the other Commissioners.

Commissioner Ring received the same emails the other Commissioners received and spoke with Former Mayor Don Wolfson, who championed the 2006 referendum, regarding the historical context of the height limit.

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Commissioner Waters received the same emails the other Commissioners received and had no additional ex parte communications.

C. Swearing in of all persons who will speak

CC Bartle swore in all persons going to testify in the hearing.

D. City Staff Overview

PCDD Askew presented a slide show (which is attached hereto and made part of this Official Record as **Attachment A**) and provided an overview of WAIV23-0003, 42 East Coast Drive.

3-20-23 Attachment A

E. Applicant Presentation

Attorney Terrell Arline from Ansbacher Law spoke on behalf of Mr. Shahab Derazi, owner/applicant of GPS Holding Group, LLC, referred to **Attachment A**, and provided details of their request.

Mr. Derazi and Mr. Tim Young (contractor) agreed with Mr. Arline's presentation and were available for questions.

Commissioner Bole asked for more information regarding the rooftop screens offering noise mitigation for the a/c units. Mr. Young replied an official study has not been completed, but in the current plan, the a/c units would be on the north side of the building facing another condo community. Placing the units on the rooftop would project the sound from the a/c units upwards. Mr. Young further described the proposed rooftop fencing.

Commissioner Ring asked for clarification regarding the proposed rooftop fencing. Mr. Young provided more details.

Commissioner Kelly asked where the elevator would be placed if the waiver was not approved. Mr. Young responded the elevator shaft would not be able to be built to 35 feet if the waiver is not approved. The building would have to be built at a two-story level.

Mayor Ford asked for clarification regarding the elevator shaft height and placement. Mr. Young provided more clarification about the current and proposed design.

Commissioner Waters asked for clarification regarding an architectural design element like a fence and the height restrictions. PCDD Askew confirmed the height requirements and explained a waiver would be needed to build anything taller.

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F. Public Comments

Don Wolfson spoke about the history of the Charter guideline for height restrictions, including added architectural design elements. He did not support the waiver and asked the Commission to enforce the Charter.

Carolyn Zisser spoke in opposition to the request to waive the height restrictions.

Judy Beaubouef spoke in opposition to the waiver of the height restriction.

Michael Lanier spoke about his background and efforts to support the height restrictions.

Linda Lanier spoke about her time serving on the Community Development Board and the criteria required to be considered during board approvals. She compared the proposed project to some of the required criteria and does not support the waiver.

Marla Buchanan spoke in opposition to the waiver due to the already submitted and approved plans for the project.

Marc Melloy spoke in opposition to the requested waiver. He expressed that approval of the waiver would benefit the applicant and not the community residents.

Cindy Anderson spoke in opposition to the waiver.

Brinkley Harrell referenced the email he sent to all the Commissioners and spoke in opposition to the waiver.

G. Closing Comments/Rebuttal

Mr. Arline explained his client is not requesting a change in the Charter as the Charter allows for the height limit to be exceeded for architectural design elements. He explained that if the proposed fence is not considered an architectural design element, his client would be willing to change the fencing to a wall or another architectural component to shield the a/c units. Mr. Arline spoke about the difference between his waiver request and a variance request.

H. Commission Deliberation and Action

Commissioner Bole spoke in opposition to granting the waiver, noting that the waiver would violate the Charter.

Commissioner Kelly expressed her support of the Charter, does not believe the proposed rooftop fence is an architectural element, and was opposed to granting the waiver.

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Commissioner Ring spoke in support of the Charter and in opposition of granting the waiver.

Commissioner Waters spoke in support of the Charter and in opposition of granting the waiver.

MOTION: Deny the request for the waiver.

Motion: Bruce Bole
Second: Jessica Ring

CA Gabriel explained the details of the motion, that it does not comply with the waiver criteria provisions of Code Section 24-66, and asked the Commission to rephrase the motion to clearly reference Section 24-66.

MOTION: According to Section 24-66, do not pass the waiver.

Motion: Bruce Bole
Second: Jessica Ring

Mayor Ford addressed the concerns about the impact of the a/c units of the neighboring community and supports the Charter, allowing the applicant to build a building up to 35 feet. Mayor Ford explained he took an oath to uphold the City Charter.

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

Motion passed unanimously 5 to 0.

3. PUBLIC COMMENT

Brinkley Harrell spoke about an inaccuracy in the budget report. He expressed his opinion on several different city projects.

4. CITY MANAGER RECRUITMENT

A. Review of, Revisions to, and Approval of Job Announcement

Commissioner Bole provided statistical information regarding applicants with City Manager experience who are interested in new job opportunities and referred to Dale L. Martin's resume (which is attached hereto and made part of this Official Record as **Attachment B**) as an example. He spoke in favor of starting the recruitment process.

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The Commission reviewed the proposed announcement for the CM position.

CM Gerrity spoke about the City Manager job template and other available City Manager positions in the area. He spoke about the essential qualities of the right candidate for the CM position for COAB.

Commissioner Water spoke about the importance of budgeting experience for the upcoming CM. He questioned the timeline of the interview process. Mayor Ford responded the application deadline would be changed to the consensus of the Commission.

Mayor Ford spoke about the suggested education and work experience requirements.

Mayor Ford asked who would be receiving the applications for the position. He said he would suggest CM Gerrity conduct an initial review before passing them along to the Commission for review. Once the first-level approved applicants get passed to the Commission, individual Commissioners could contact each candidate and conduct their own interviews. He also asked the Commission for their opinion on the City paying for the travel expenses and accommodations for non-local qualified candidates. A conversation ensued regarding the interview process.

Mayor Ford brought up salary and housing costs for the available position. He suggested a larger salary range instead of a specific housing allowance. A conversation ensued regarding residential qualifications.

Commissioner Ring asked for clarification regarding the listed qualifications. Mayor Ford explained the education and work experience. It was the consensus of the Commission to reword the background requirements to include "preferred" replacing "required."

Mayor Ford asked the Commission for guidance regarding a salary range for the CM position. He suggested $160,000 - $180,000. A conversation ensued regarding additional salary range suggestions. It was the consensus of the Commission to offer a salary range of $160,000 - $180,000.

Mayor Ford asked the Commission for guidance regarding the application deadline date. A conversation ensued regarding application deadline dates. It was the consensus of the Commission for an application closing date of 30 days (April 20,, 2023).

Mayor Ford asked the Commission for guidance regarding setting an applicant selection date. A conversation ensued regarding application deadline dates. It was the consensus of the Commission for an applicant selection date of May 10, 2023, with the flexibility of extending the date if needed.

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Mayor Ford asked if there were any other suggested changes to the job announcement. CM Gerrity suggested removing the median housing pricing information from the job announcement.

Mayor Ford thanked CM Gerrity and DCM Hogencamp for their hard work on this project. CM Gerrity would make the proposed changes to the job announcement.

3-20-23 Attachment B

5. DORA DRIVE PROPERTY - STORMWATER MITIGATION PARK

A. Dora Drive Property - Stormwater Mitigation Park

Mayor Ford summarized the project and explained the options for the location.

Commissioner Bole asked about the $4,000 expenditure. CM Gerrity confirmed the $4,000 would be for the two appraisals of the property.

Mayor Ford reviewed the area's drainage issues and highlighted the project's scope, including possible future plans.

Commissioner Bole suggested paying for the appraisals to better understand the property's actual value.

Commissioner Ring supported Commissioner Bole's statement and supported getting the appraisals done.

Commissioner Bole suggested adding the project to the next Commission meeting for further discussion and having City Engineer Swann available for questions and to provide more information.

Final comments:
Mayor Ford thanked the Commission and the public for their time.

6. ADJOURNMENT

The meeting adjourned at 7:40 PM.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved: _____

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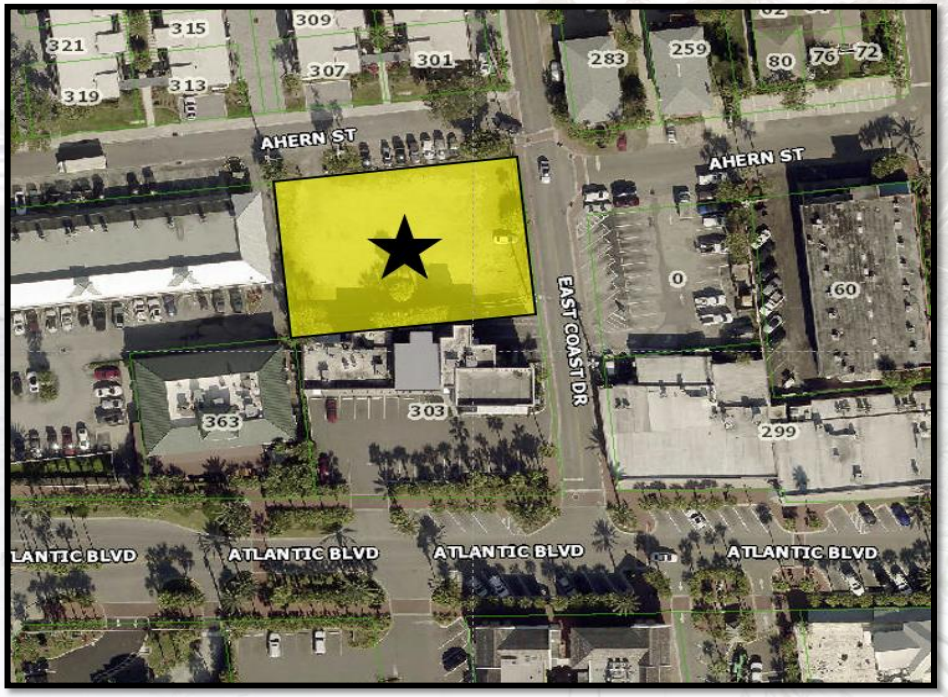
Attachment A
3-20-23 Minutes

WAIV23-0003
42 East Coast Drive

Request for a waiver to exceed the maximum building height of 35-feet for screening walls to house the AC units and elevator shaft

Site Context and Details

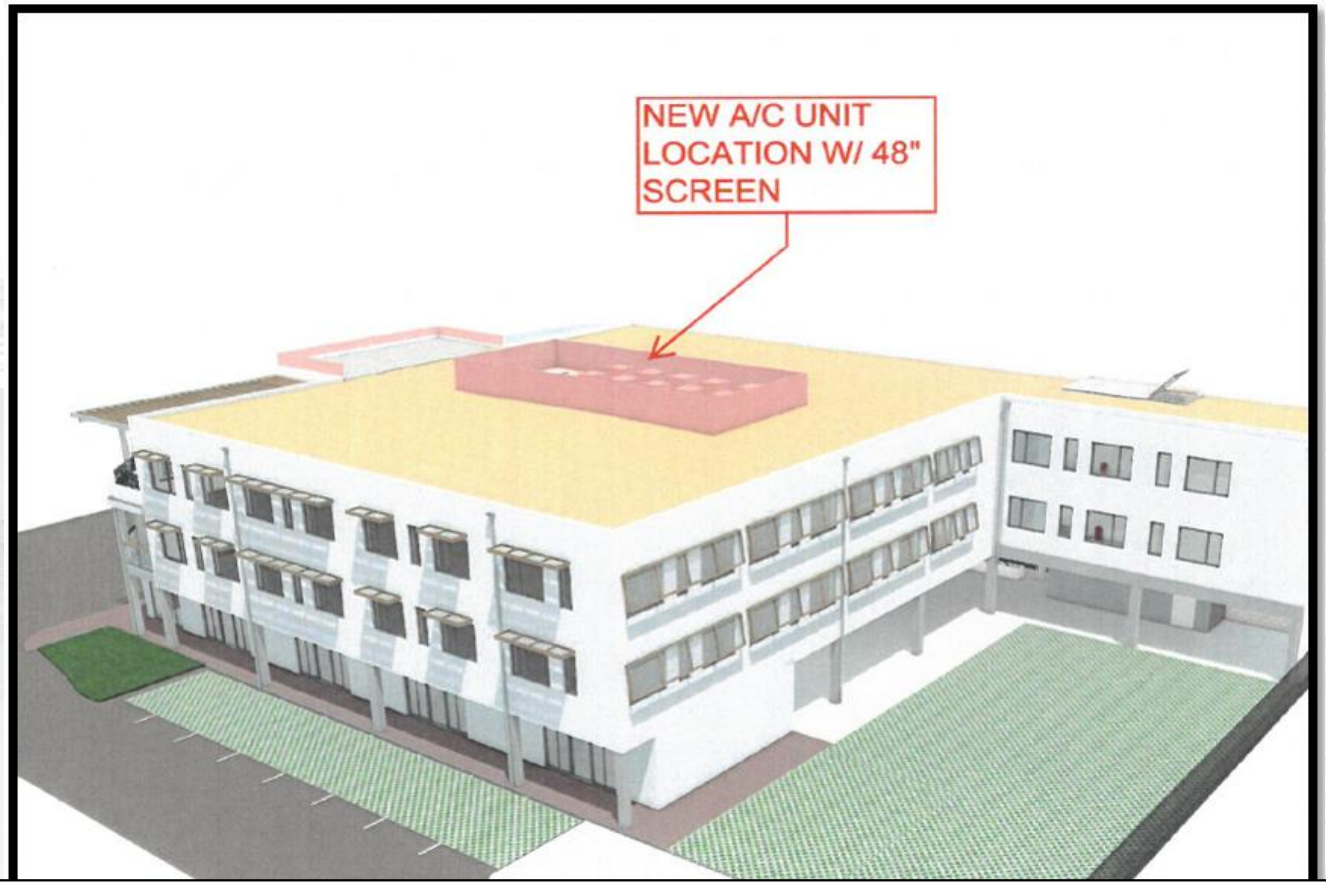
- Southwest corner of Ahern St. and East Coast Drive
- Zoned CBD
- Currently vacant parcel
- Feb. 2023 a building permit issued for 3 story retail/office building



Attachment A
3-20-23 Minutes

Site Context and Details

- Waiver for 48” screening wall



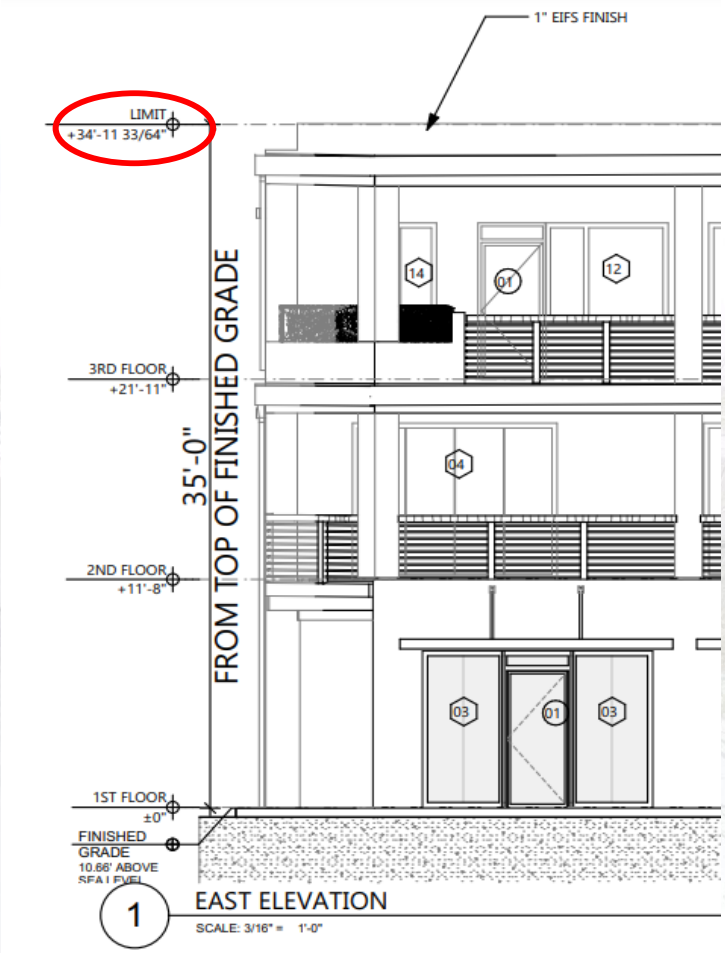
Attachment A
3-20-23 Minutes

Building Permit #PPI21-0013



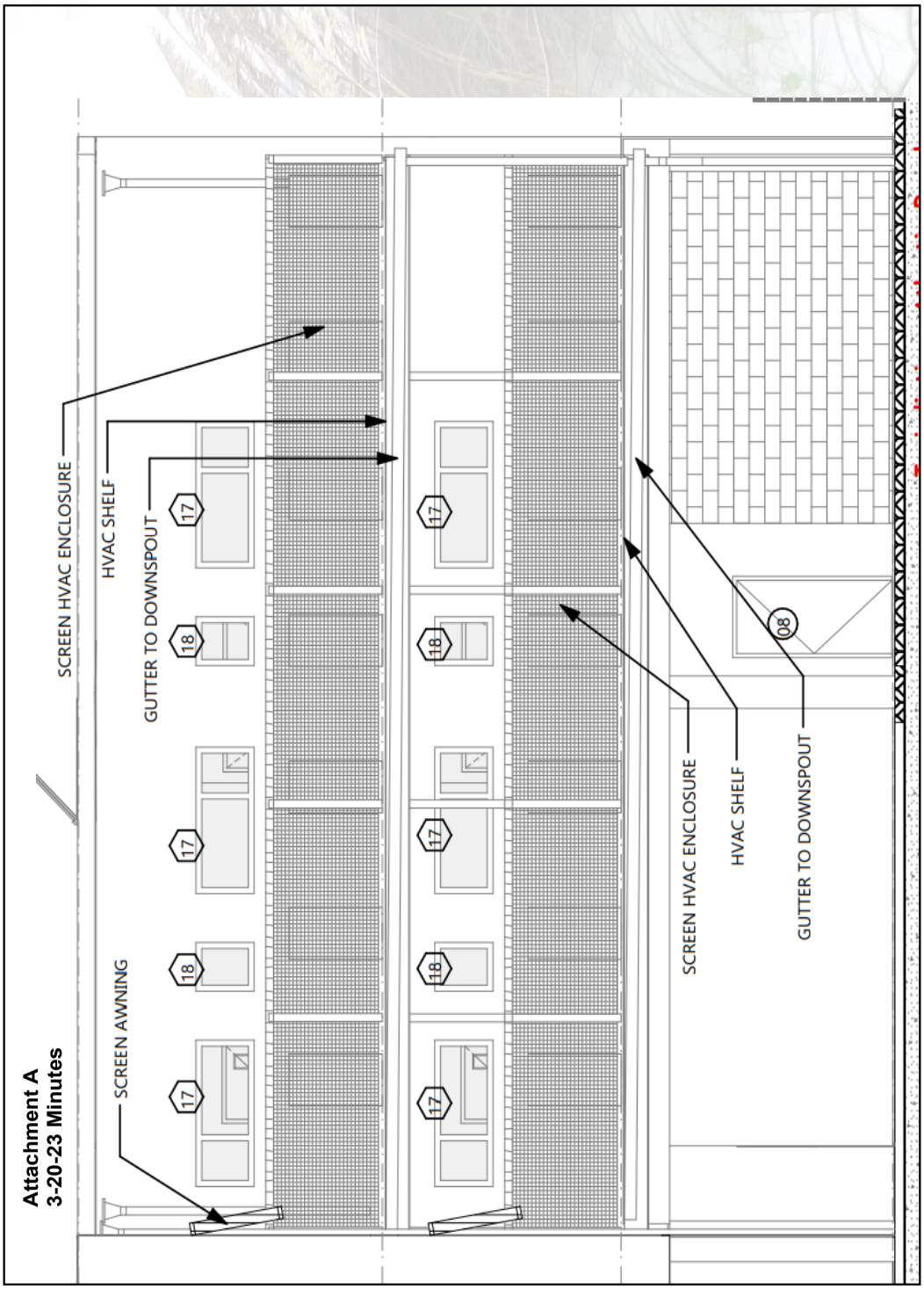
Attachment A
3-20-23 Minutes

Building Permit #PPI21-0013



Building Permit #PPI21-0013





Attachment A
3-20-23 Minutes

History of Height Regulations

- 1969 to 1981---zoning regs limited development to 30’ (with exceptions to churches, libraries and institutional up to 60’)
- Flag poles, radio towers and church spires exempted
- 1982 ---35’ height restriction with exceptions for domes, cupolas, parapet walls.
- 2001 ---amended to only allow chimneys to exceed 35’
- 2006 --- voter referendum result -the max. 35’ also added to city charter.

Attachment A
3-20-23 Minutes

Relevant Code Sections

- Section 59 **Zoning, land development regulations and maximum building height**

"Further provided, however, that the **city commission may approve, pursuant to the applicable section of the city's land development regulations**, requests to exceed the maximum building height of thirty-five (35) feet for exterior architectural design elements, exterior decks or porches within nonresidential land use categories as designated by the future land use map of the adopted comprehensive plan, for nonresidential development."

Attachment A
3-20-23 Minutes

Relevant Code Sections

Sec. 24-156. - Exceptions to height limitations.

Upon specific application, the **city commission may grant waivers to the maximum height of buildings** as set forth within this chapter only within nonresidential zoning districts and only in accordance with the following:

(a) In no case shall approval be granted for any height of building within the city exceeding thirty-five (35) feet, except in accordance with section 59 of the city Charter.

(b) Requests to exceed the maximum height for certain elements of a building may be considered and approved only within nonresidential land use categories and for nonresidential development. Further, any such nonresidential increase to the maximum height of building shall be limited only to **exterior architectural design elements**, exterior decks or porches, and shall exclude signage, storage space or habitable space as defined by the Florida Building Code and shall be approved only upon demonstration that the proposed height is compatible with existing surrounding development.

Relevant Code Sections

- **Sec. 24-17. - Definitions.**

Height shall mean the vertical distance from the applicable beginning point of measurement to the highest point of a building's roof structure or parapet, and any attachment thereto, exclusive of chimneys.

Attachment A
3-20-23 Minutes

Relevant Code Sections

- **Sec. 24-81. - General restrictions upon land, buildings and structures.**

"*Height.* The maximum height of buildings within the City of Atlantic Beach exceed thirty-five (35) feet; provided however, that existing buildings which exceed thirty-five (35) feet in height may be repaired to that existing height, no alterations shall be made to any building, which would cause that building to exceed thirty-five (35) feet in height."

- **Sec. 24-115. - Central business district (CBD)**(g) (4)

Maximum building height: Thirty-five (35) feet.

Waiver Process

(a) General. Except for those waivers authorized by section 24-190, where the city commission finds that undue hardship due to unreasonable practical difficulties may result from strict compliance with this chapter, the city commission may approve a waiver.

(b) Conditions of waiver. An applicant seeking a waiver shall submit to the city commission a written request for the waiver stating the reasons for the waiver and the facts, which support the waiver. The city commission shall not approve a waiver unless:

(1) Compliance with such provision(s) would be unreasonable; or

(2)Compliance with such provision(s) are in conflict with the public interest; or

(3) Compliance with such provision(s) are a practical impossibility.

(c) A waiver shall not modify any requirement or term customarily considered as a variance.

(d) A waiver shall be considered only in cases where alternative administrative procedures are not set forth within the city Code of Ordinances.

(e) **A waiver from the land development regulations may be approved only upon showing of good cause, and upon evidence that an alternative to a specific provision(s) of this chapter shall be provided, which conforms to the general intent and spirit of these land development regulations.** In considering any request for a waiver from these land development regulations, the city commission may require conditions as appropriate to ensure that the intent of these land development regulations is enforced.

Attachment B
3-20-23 Minutes

DALE L. MARTIN
2404 Los Robles
Fernandina Beach, FL 32034
(904) 557-5047
dallmartin@yahoo.com

City Manager, Fernandina Beach, Florida (December, 2015- February, 2023) population 13,500; Atlantic Ocean barrier island community (Amelia Island) approximately twenty-five miles northeast of Jacksonville; balanced permanent resident and coastal resort community rich in history with several registered historic landmarks and strong environmental advocacy; city services include municipal water, wastewater, and stormwater utilities; police and fire protection; marina; airport; golf course; streets (approximately seventy miles of improved roads); numerous parks, including nearly ten miles of Atlantic Ocean beaches; fourteen direct subordinates among 230 full-time, 150 part-time/seasonal employees; City Taxable Value, $3,500,000,000; annual budget approximately $196,000,000 (General Fund approximately $26,000,000).

- Managed community recovery efforts following Hurricanes Matthew and Irma (both impacted community as tropical storms), including a successful arbitration effort against the Federal Emergency Management Agency (FEMA) to restore over $6,000,000 of obligated funding (FEMA original obligation was $650,000).
- Prepared and championed the FY 2019 budget, unanimously adopted by City Commission, which included an additional 0.50 mill levy above the proposed operating levy for acquisition of environmentally sensitive and conservation land ($1.2 million).
- Resuscitated 2005 collaborative effort between City, Florida Department of Transportation, and First Coast Railroad to re-open a critical downtown rail crossing (closed for nearly forty years; construction funded in FY 2022).
- Led effort to design waterfront resiliency and park project (conceived for nearly thirty years; construction of first phase complete in April, 2022).
- Negotiated three collective bargaining contractors over four months (police, fire, and general laborers), as well as the de-certification/re-certification of one of those units.
- Reviewed and revised staff salaries/wages considering current economic conditions and labor market.
- Assessed community infrastructure following decades of neglect (roads, City Hall, recreation centers, public safety), including 2019 pavement management analysis, 2020 City Hall assessment, and scheduled FY 2022 construction of new fire station.
- Served as Vice Chairman, Florida Resiliency and Energy District (FRED) Executive Board and Secretary/Treasurer, Northeast Florida League of Cities (NEFLC) Executive Board.
- Authored weekly article for area print and online media.

Town Manager, Winchester, Connecticut (April, 2011- November, 2015) population 11,000; diverse and distressed community in northwest Connecticut, with urban, rural, and natural regions; services included town-owned and operated water and sanitary sewer treatment facilities and distribution systems; police and (volunteer) fire protection; public works (approximately eighty miles of roads); parks; senior citizen center; and general government; sixty full-time employees; annual budget, approximately $33,000,000.

- Assisted with discovery, investigation, and prosecution of former Finance Director's embezzlement of approximately $2.5 million.

Attachment B
3-20-23 Minutes

- Performed additional duties as Town Planner and Town Economic Development Director.
- Prepared and awarded state grants of $600,000 for brownfield and economic development assistance; other grant applications have included Main Street Investment Fund, Smart Growth America, Connecticut Main Street Preservation of Place, and Vibrant Community Initiative.
- Negotiated five labor contracts (Police, Public Works, Supervisors, Assistants, Dispatch)
- Appointed to State's MORE (Municipal Opportunities & Regional Efficiencies) Commission; served on Board of Directors for Northwest Connecticut Chamber of Commerce and the Northwest Connecticut Economic Development Corporation.

City Manager, Davison, Michigan *(population 5,500; April, 2008- August, 2010)*
City Manager, Dowagiac, Michigan *(population 6,500; March, 2007- September 2007)*
City Manager, Linden, Michigan *(population 3,500; November, 1998- March, 2007)*
Village Manager, Lexington, Michigan *(population 800; April, 1996- October, 1998)*

United States Military Service:

- ***First Lieutenant, 1st Brigade, 3rd Infantry Division, United States Army, Schweinfurt, Bavaria, Federal Republic of Germany (1992-1994)*** served as Brigade intelligence officer (S2); principal responsibilities included intelligence support for senior commanders (specifically related to ethnic conflict in and dissolution of former Socialist Federal Republic of Yugoslavia).
  - Responsible for international treaty compliance; document security; garrison security; computer security.
  - Prepared for and supervised two "no-notice" international arms control inspections (Russian, Ukrainian).
- ***Second Lieutenant, C Company, 2/15 Infantry, United States Army, Ft. Benning, Georgia, and Schweinfurt, Bavaria, Federal Republic of Germany (1990-1992)*** served as M2 Bradley mechanized infantry platoon leader.
  - Awarded Expert Infantryman Badge, Army Commendation Medal; Army Achievement Medal (with oak leaf cluster), National Defense Service Medal, Overseas Service Ribbon, and Parachutist Badge.

Professional Honors:

- Full Member, International City/County Managers' Association (Twenty-Five Year Service Award) and Florida City/County Managers Association
- Professional Emergency Manager (Michigan State Police)
- Michigan Political Leadership Program fellow (Michigan State University)
- American Legion Post #54, including National Leadership College (membership: twenty-four years; former Post Commander [Linden, Michigan]).

Education: Master of Public Administration, Oakland University (Rochester, MI), 1990; Bachelor of Arts (Political Science), Alma College (Alma, MI), 1985.

Personal interests: Boardgames, singing, golf, reading.

MINUTES
Special Called Meeting of the City Commission
Monday, May 8, 2023 - 5:30 PM
Commission Chamber

PLEDGE TO THE FLAG

ATTENDANCE:

Present:
Curtis Ford, Mayor
Bruce Bole, Commissioner - Seat 2 (District 1308) (Arrived at 6:07 p.m.)
Michael Waters, Commissioner - Seat 3 (District 1307) (Arrived at 5:36 p.m.)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
Joe Gerrity, Interim City Manager (CM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Kevin Hogencamp, Deputy City Manager (DCM)
Amanda Askew, Planning & Community Development Director (PCDD)

1. CALL TO ORDER AND ROLL CALL

Mayor Ford called the meeting to order at 5:30 p.m. and City Clerk Bartle called the roll.

2. PUBLIC HEARING - APPEAL (APP23-0001) OF ADMINISTRATIVE DECISION OF THE PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR THAT MINI-WAREHOUSE/PERSONAL STORAGE FACILITIES ARE NOT A PERMITTED USE WITHIN THE COMMERCIAL, GENERAL (CG) ZONING DISTRICT

A. City Attorney Procedural Reminders

CA Gabriel provided an overview of the appeal hearing procedures as detailed in the agenda packet.

B. Disclosure of Ex Parte Communications, if any

Commissioner Ring reported meeting with Mr. Traynor and the storage unit's owner in March but has had no further communication.

Commissioner Waters reported having no exparte communications.

Mayor Ford reported having spoken to Mr. Whitfield and answered a few questions.

C. Swearing In of all persons who will speak

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City Clerk Bartle administered the oath.

(Commissioner Kelly arrived at 5:36 p.m.)

D. City Staff Overview, Documentation and Presentation/Testimony

PCDD Askew reviewed a presentation (which is attached hereto and made a part of this Official Record as **Attachment A**).

Commissioner Waters asked about the zoning districts when the units were built. PCDD Askew responded the area was zoned Commercial Intensive (CI) as use-by-exception. She explained the permitted uses have changed over time. He also asked if the owners modernized and kept the same space, would it be permissible. PCDD Askew responded that renovations and physical improvements could be made, but expansion and enlargement could not.

CM Gerrity asked for clarification regarding the voting process and if the staff was in error. CA Gabriel responded with clarification regarding voting on an appeal of an interpretation of a Code reading.

Commissioner Kelly reported having no exparte communications.
5-8-23 Special Called Meeting Attachment A

E. Applicant's Documentation and Presentation/Testimony

Attorney J. Michael Traynor reviewed a presentation as detailed in **Attachment A**. Mr. Traynor provided a brief history of the property and zoning history. He spoke about the future plans for the property's appearance and usage. He expressed that he believes the decision of PCDD Askew's interpretation of the section of the Code is incorrect. Mr. Traylor spoke about his interpretation of the Code section and how the property fits into the Code.

Commissioner Waters asked for clarification regarding the new proposed design and the larger proposed building. Mr. Traynor suggested Mr. Randall Whitfield (applicant) answer Commissioner Waters' question.

Mr. Whitfield expressed that he feels PCDD Askew's interpretation of the Code is different than the previous PCDD for the CG zoning district. Mr. Whitfield explained his company specializes in storage facilities and is requesting to upgrade the existing facility to be more visibly appealing and convenient for the residents. He addressed the highlighted area on a handout (which is attached hereto and made a part of this Official Record as **Attachment B**) and spoke about the storage facility's strict regulations and permitted uses.

DRAFT

Commissioner Kelly asked about the future plans of the current occupants if the facility upgrade was approved. Mr. Whitfield explained he would provide that information shortly in his presentation.

Mr. Whitfield continued to summarize information from **Attachment B**, showing that the request meets all the needs and requirements outlined in the Code, even though it is not specifically mentioned as a permitted use. He explained the process for assisting the staff at the facility during the remodeling by transferring them to other facilities if needed.

Commissioner Ring asked about the difference in size between the current building and the proposed new building. Mr. Whitfield summarized the differences in sizes and discussed the proposed architectural murals for the new building.

Commissioner Bole joined the meeting at 6:07 p.m.

Commissioner Waters expressed that he understands the building has been there for many years and that the code has changed during that time. He expressed his concern about the visual impact of a larger building. Mr. Whitfield responded that the new building had been designed to be visually appealing to the community and would be more modern than it is now.

Commissioner Bole reported having no exparte communications.

5-8-23 Special Called Meeting Attachment B

F. Public Comments

Brinkley Harrell spoke in favor of the proposed changes to the storage facility.

Cindy Anderson spoke in favor of supporting staff decisions and expressed the City Commission should support the staff's decisions. She expressed support for personal storage but did not support the request to rebuild a larger facility.

G. Closing Comments/Rebuttal

There were no closing comments given.

H. Commission Deliberation and Action

Commissioner Bole supports the proposed improvements to the facility and the services it offers the community.

Commissioner Kelly expressed that the decision of the Commission is not to show a lack of support to staff but rather to decide what is best for the community.

DRAFT

Commissioner Ring referenced a letter from PCDD Askew sent to Mr. Traynor on January 19th as detailed in the agenda packet. She reviewed the intents listed in the Code and stated if the Code were meant to exclude mini-warehouses, it would have listed it. She stated she would support the owner's proposal.

Commissioner Waters expressed his understanding of outdated Codes and the need to think outside the box. He also explained how one decision can result in multiple similar requests. He spoke about the proposed upgrades and benefits of the proposed plan. He stated he would support the proposed plan.

Mayor Ford said this proposed plan is a good example of why the current Code needs to be updated. However, because of a previously submitted and approved application by the same applicant that did not meet the Code, he would support the approval of the current proposal. He expressed that his decision has no weight on the job being performed by PCDD Askew and praised her job performance. He asked PCDD Askew to continue her current work on the Code revision.

MOTION: Approve the Appeal (APP23-0001).

Motion: Jessica Ring
Second: Bruce Bole

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

Motion passed 5 to 0.

3. ADJOURNMENT
The meeting adjourned at 6:24 p.m.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved: _____

DRAFT

AAP23-0001

(Appeal of administrative decision of the Planning and Community Development Director that mini-warehouse/personal storage facilities are NOT a permitted use within the Commercial, General (CG) zoning district)

Appeals in Chapter 24

- **Section 24-48** – Planning and Community Development Director…. "…administer and implement this chapter and accomplish actions required by this chapter…"

- **Section 24-46** – appeals of the admin. decision of the Planning and Community Development Director may be made by any adversely affect person and is to be heard by Commission.

- Appeal is different than a waiver or variance request in that an appeal alleges that an error has been made in an order, requirement, or administrative decision made by the planning and community development director.

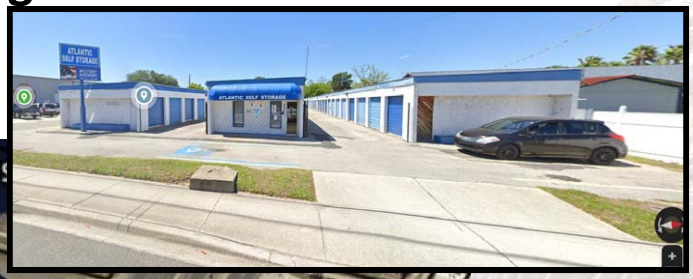
- Commission will evaluate the information and approve or deny the appeal based on the facts

Applicant wants to demolish and rebuild the existing mini-warehouses/personal storage facilitates in the Commercial General Zoning district.





Applicant wants to demolish and rebuild the existing mini-warehouses/personal storage facilitates in the Commercial General Zoning district.





Non-Conforming Uses

Sec. 24-84. - Lots of record and nonconforming lots of record.

(a) *Intent.* Within the established zoning districts, there exist structures, and uses of land that were lawful prior to the adoption or amendment of these land development regulations. Such uses and structures would be prohibited, restricted or regulated through the provisions of this chapter or the adopted comprehensive plan. It is the intent of this section to recognize the legal rights entitled to property owners of existing nonconforming uses and structures, and to permit such nonconformities to continue in accordance with such rights, but not to otherwise encourage their continued survival. Furthermore, the presence of any nonconforming characteristic shall not be considered as justification for the granting of variances, and any nonconforming structure or use, which is made conforming, shall not be permitted to revert to any nonconforming structure or use.

Sec. 24-84. - Lots of record and nonconforming lots of record.

(b) *Nonconforming structures.*

(1)No nonconforming structure shall be expanded or enlarged unless such expansion or enlargement complies with the terms of this section and other applicable provisions of this chapter, including without limitation, building setbacks.

(3)A nonconforming structure may be maintained, and repairs and alterations may be made subject to the provisions of this section.

(4) No additions, expansions, or accessory structures may be constructed which would expand a nonconforming use of land.

(6)The voluntary demolition by the owner of any nonconforming structure or portion thereof shall constitute evidence of willful abandonment of such nonconformity (ies) and shall not be reconstructed and all construction thereafter shall comply with the terms of this chapter.

Code Timeline

1982:

- Included in Commercial Intensive (CI) as use by exception

1985:

- The CI district removed/eliminated
- Mini warehouses not allowed in Commercial General (CG)
- Mini warehouses added to Light Industrial (LIW) as permitted use

1986:

- Mini warehouses added as use by exception in CG
- Still permitted use in LIW

2001 code rewrite:

- Still ubex in CG
- Still permitted use in LIW

2003 code rewrite:

- Removed as ubex in CG
- Still permitted use in LIW

Staff's determination of Use

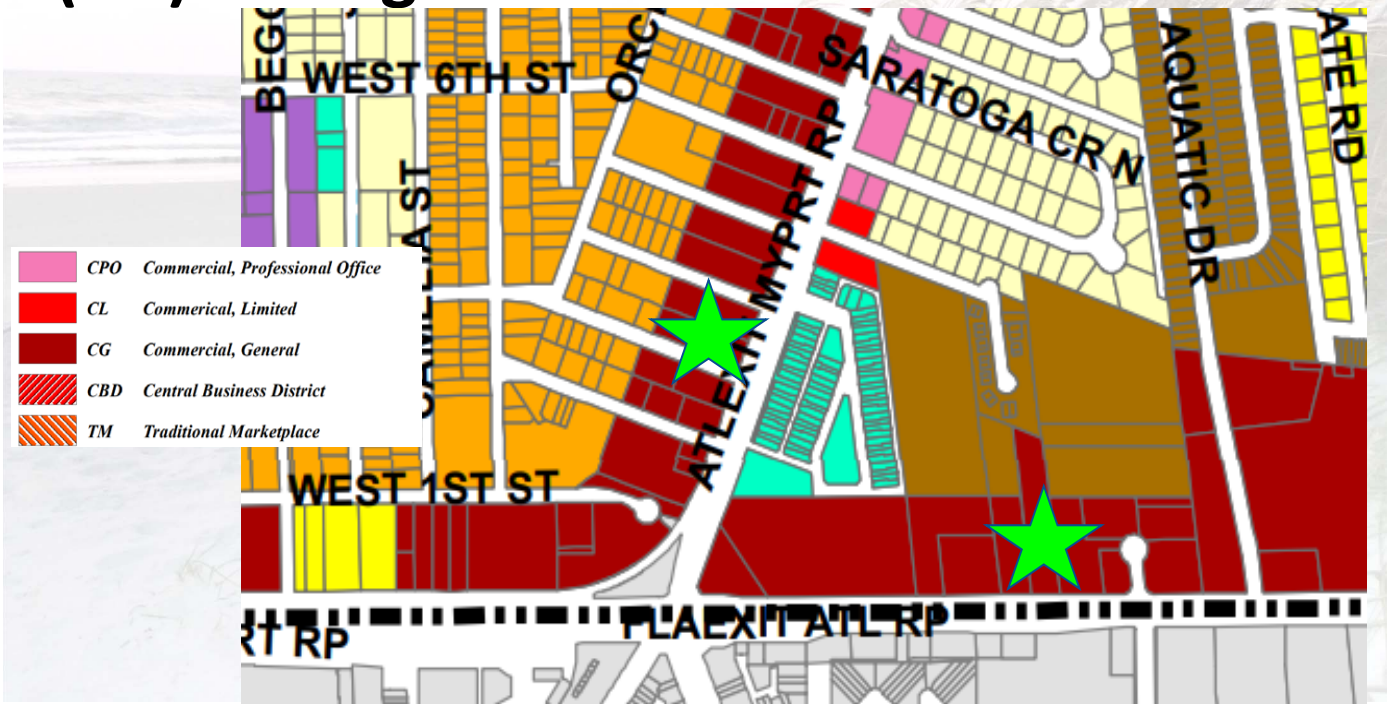
Staff determines that the existing use and proposed use meets the definition of mini-warehouse or personal storage facilities in 24-17.



"Mini-warehouses or *personal storage facilities* shall include **all those businesses, which are utilized for the sole purpose of storage of tangible personal property** other than motor vehicles. No business activity shall be conducted within mini-warehouses or personal storage facilities."

Staff's determination of Zoning District

Staff determines that the properties are located within the Commercial General (CG) zoning districts



Staff determines that the properties are NOT a permitted use within CG.

24-112

(a)*Intent.* Within the City of Atlantic Beach, the CG zoning district is intended for uses, which provide general retail sales and services for the City of Atlantic Beach and the closely surrounding neighborhoods

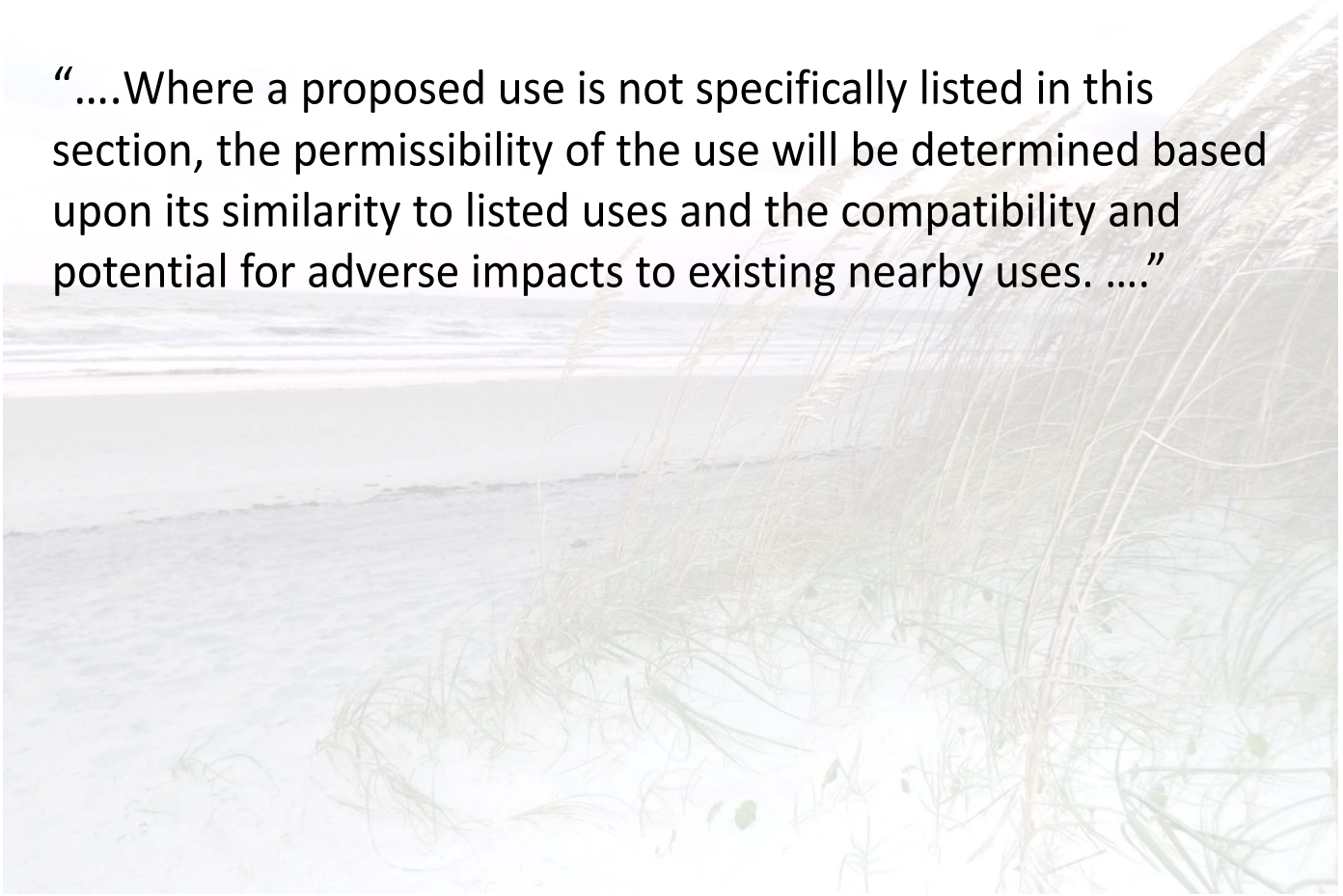
Section 24-112 – Commercial General District

"Commercial general district," mini-warehouses or personal storage facilities is not listed as a permitted use or a use-by-exception within this zoning district. Further, subparagraph (b) of this section specifically does not allow storage facilities stating:

"It is not possible to list all potential permitted or prohibited general commercial uses within this section, but typical uses permitted within the CG zoning district shall include neighborhood serving uses, which shall mean low intensity commercial uses intended to serve the daily needs of residents of the surrounding neighborhoods. **Such uses shall not include** manufacturing, warehousing, **storage** or high intensity commercial activities, or commercial uses of a regional nature, or such uses that have the potential for negative impacts to surrounding neighborhoods and properties due to excessive traffic, noise, light or extremely late hours of operation or other factors that may adversely affect existing commercial uses or any nearby residential uses."

Permitted uses in CG

(1) Retail sales of food and nonprescription drugs, clothing, toys, books and stationery, luggage, jewelry, art, florists, photographic supplies, sporting goods, hobby shops and pet shops (not animal kennel or veterinarian), bakery (but not wholesale bakery), home furnishings and appliances, office equipment and furniture, hardware, lumber and building materials, auto, boat and marine related parts, and similar retail uses.
(2) Service establishments such as barber or beauty shop, shoe repair, restaurants with indoor or outdoor seating areas but without drive-through facilities, health clubs and gyms, laundry or dry cleaner, funeral home, printing, radio and television and electronics repair, lawn care service, pest control companies, surf board repair in association with surf shops, but not the production of surfboards, and similar service uses.
(3) Banks with or without drive-through facilities, loan companies, mortgage brokers, stockbrokers, and similar financial service institutions.
(4) Child care facilities in accordance with section 24-152.
(5) Business and professional offices.
(6) Retail plant nursery, landscape and garden supplies. Live plants and nursery stock may be located outside of the adjacent building licensed for such business, provided no obstruction to walkways, parking and internal driving aisles is created.
(7) Retail sale of beer and wine only for off-premises consumption.
(8) On-premises consumption of beer and wine only in conjunction with a full-service restaurant, which is a food service use where unpackaged ready-to-consume food is prepared onsite and served to the customer while seated at tables or counters located in a seating area within or immediately adjacent to the building.
(9) Minor automotive service
(10) Theaters, but not a multi-screen [exceeding two (2) screens] or regional cineplex.
(11) Hotel, motel, motor lodge, resort rental and short-term rentals as defined within section 24-17.
(12) Institutional and government uses, buildings and facilities.
(13) Churches in accordance with section 24-153.
(14) Residential use, consistent with the comprehensive plan, which permits residential uses not exceeding the applicable density set forth in the comprehensive plan when in conjunction with, or adjacent to commercial development and redevelopment, provided that such residential development shall not be permitted within the coastal high hazard area. Policy A.1.11.1(b).
(15) The CG District shall permit those uses listed as permitted uses and uses-by-exception in the commercial limited (CL) and commercial, professional and office (CPO) zoning districts except off-street parking lots.
(16) Mixed use projects combining the above uses and those approved as a use-by-exception pursuant to subsection (c) below.
(17) Pharmacies and medical marijuana treatment center dispensing facilities subject to the requirements of section 24-169.
(18) Gas stations, subject to the requirements of section 24-165.
(19) Convenience stores subject to the requirements of chapter 13, article 4 as applicable.
(20) Electric charging stations.
(21) Car washes.


"….Where a proposed use is not specifically listed in this section, the permissibility of the use will be determined based upon its similarity to listed uses and the compatibility and potential for adverse impacts to existing nearby uses. …."

Mini-warehouses and personal self-storage is specifically listed **as a permitted use** within the Light Industrial and Warehousing (LIW) zoning district which is intended for “storage and warehousing”, per Section 24-113.

Staff's admin. decision

- Property meets the definition of a mini-warehouse /personal storage facilities
- Property is Zoned CG
- This use is NOT permitted in this district It is not "…possible to list all potential permitted or prohibited general ….. **Such uses shall not include** manufacturing, warehousing, **storage** or high intensity commercial …."
- LIW specifically list this as a permitted use

Commission Action

Commission will evaluate the info. and approve or deny the appeal

- Approval of the appeal = the planning and community development director admin. decision is NOT correct = mini-warehouse /personal storage is ALLOWED in CG.
- Denial of the appeal = plng. & comm. dir. admin. decision IS correct = mini-warehouse /personal storage is NOT allowed in CG.

Applicant's Presentation

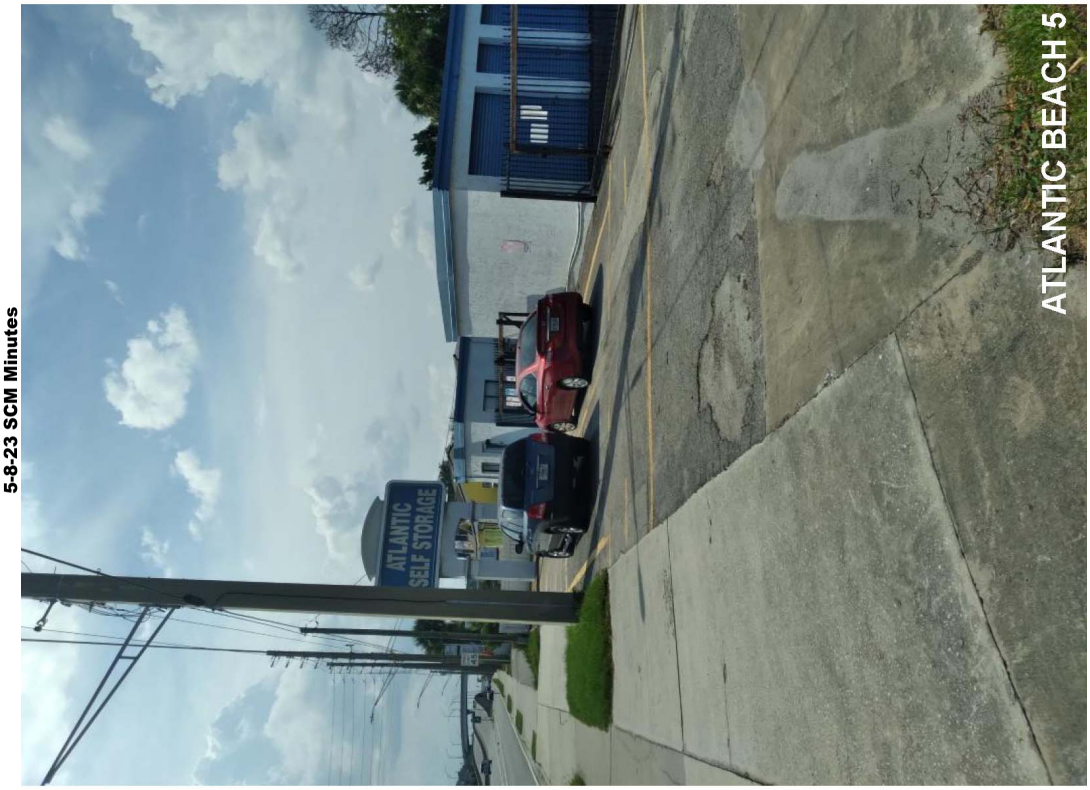
Attachment A to
5-8-23 SCM Minutes



Attachment A to
5-8-23 SCM Minutes



Attachment A to
5-8-23 SCM Minutes



Attachment A to
5-8-23 SCM Minutes



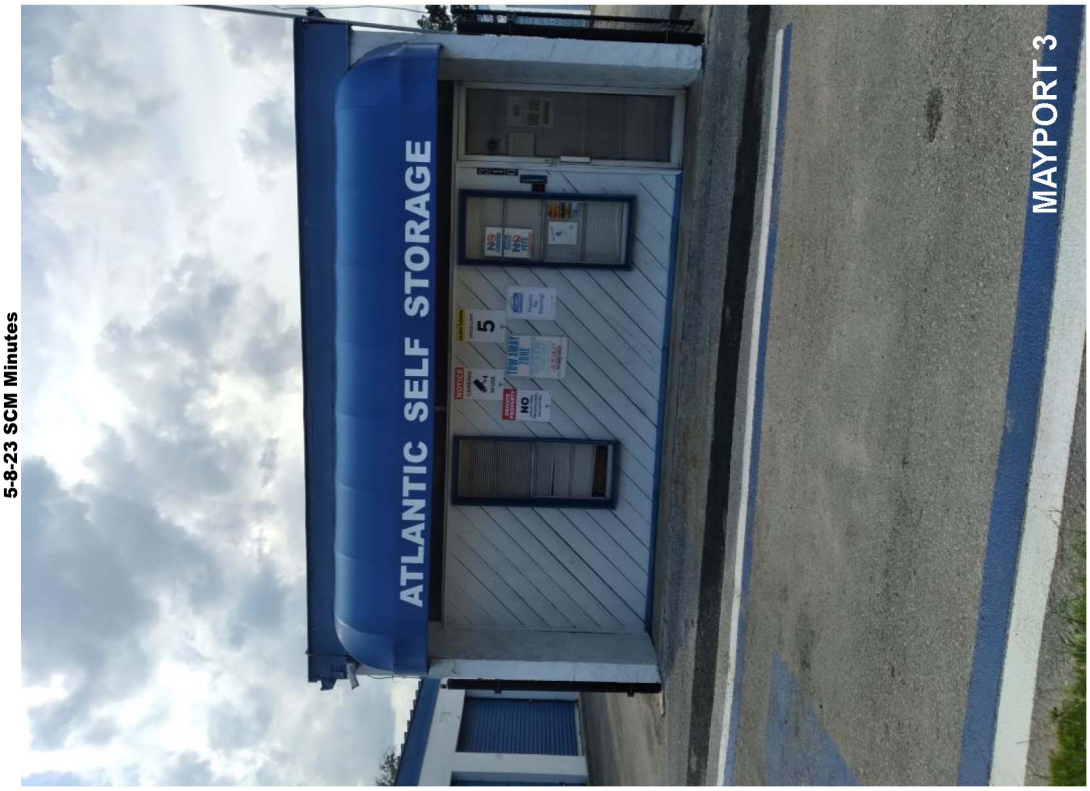
Attachment A to
5-8-23 SCM Minutes



Attachment A to
5-8-23 SCM Minutes



Attachment A to
5-8-23 SCM Minutes



Attachment A to
5-8-23 SCM Minutes

ONCEPTUAL | AERIAL VIEW FROM SOUTHWEST

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

1

Attachment A to
5-8-23 SCM Minutes

CONCEPTUAL | AERIAL VIEW FROM NORTHWEST

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

2

Attachment A to
5-8-23 SCM Minutes

CONCEPTUAL | AERIAL VIEW FROM SOUTHEAST

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 202



CONCEPTUAL | SOUTH ELEVATION

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

4



CONCEPTUAL | SOUTH ELEVATION

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

5



CONCEPTUAL | OFFICE + LOADING DETAIL

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

6



CONCEPTUAL | SOUTHWEST CORNER

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

7

Attachment A to
5-8-23 SCM Minutes

CONCEPTUAL | WEST ELEVATION MURAL

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

8

Attachment A to
5-8-23 SCM Minutes

CONCEPTUAL | SOUTHEAST CORNER

ASH PROPERTIES

CONCEPTUAL DESIGN

1073 ATLANTIC BEACH BOULEVARD
ATLANTIC BEACH, FL 32233

MARCH 24, 2023

9

Commission Action

Commission will evaluate the info. and approve or deny the appeal

- Approval of the appeal = the planning and community development director admin. decision is NOT correct = mini-warehouse /personal storage is ALLOWED in CG.
- Denial of the appeal = plng. & comm. dir. admin. decision IS correct = mini-warehouse /personal storage is NOT allowed in CG.

Attachment B to
5-8-23 SCM Minutes

5-8-23 Handout - Applicant

Mini-warehouses or personal storage facilities shall include all businesses, which are utilized for the sole purpose of storage of tangible personal property other than motor vehicles. No business activity shall be conducted within mini-warehouses or personal storage facilities.

Sec. 24-112 Commercial general district (CG)

(a) Intent. Within the City of Atlantic Beach, the CG zoning districts intended for uses, which provide general retail sales and services for the City of Atlantic Beach and the closely surrounding neighborhoods.

(b) Permitted Uses. It is not possible to list all potential permitted or prohibited general commercial uses within this section, but **typical uses permitted within the CG zoning district shall include***(1)* neighborhood serving uses, which shall mean low intensity commercial uses intended to serve the daily needs of residents of the surrounding neighborhoods. **Such uses shall not include***(2)* manufacturing, warehousing **, storage or high intensity commercial activities** ***, (3)*** commercial uses of a regional nature, or such uses that have the potential for negative impacts to surrounding neighborhoods and properties due to excessive traffic, noise, light or extremely late hours of operation or other factors that that may adversely affect existing commercial uses or any nearby residential uses.

(1) See Table 1
(2) See Table 2
(3) Note intent of comma placement and the absence of a comma between "storage" and "or"

Attachment B to
5-8-23 SCM Minutes

Table 1

Typical Uses in CG shall include:	Mini-warehouse complies:
Low intense commercial uses	1. ITE Manual: Mini-storage is the lowest traffic generator of all commercial uses 2. No exterior roll-up doors 3. The facility is loaded internally 4. By definition it is for storage only and no business activity can be conducted within the facility
Serving the daily needs of residents of the surrounding neighborhoods	1. Our facilities have been serving the residents of Atlantic Beach for over 40 years 2. Over the history we have average occupancy in the 85% - 95% range showing our use and acceptability to the residents of Atlantic Beach 3. Storage of personal property of residents 4. Convenient and local resource for residents

Table 2:

Such Uses shall not include:	Mini-warehouse is not excluded because:
1. Manufacturing	Cannot be done in a Mini-warehouse by definition
2. Warehousing	Indicates handling of merchandise for sale or distribution. Cannot be done in Mini-warehouse by definition
3. Storage or high intensity commercial activities	This indicates storage done as a part of a commercial activity such as cold storage which we cannot do in a mini-warehouse by definition. Low demand on public services (water, sewer, police and fire services)
4. Commercial uses of a regional nature	The personal property storage is mainly for households and for storage of "tangible personal property"
5. Excessive Traffic	Institute of Traffic Engineers declare self storage as the lowest traffic generator of all commercial uses
6. Excessive Noise	All units are loaded internally. No exterior doors. All noise is within the building
7. Extremely late hours of operation	Normal office hours. Visitors are few. Front door and elevators are by unique code therefore limited to registered customers only.
8. Excessive light	Lights are internal. Outside light does not shine off the property.

MINUTES
Special Called Meeting of the City Commission
Monday, August 7, 2023 - 5:20 PM
Commission Chamber

INVOCATION AND PLEDGE OF ALLEGIANCE

ATTENDANCE:

Present:
Curtis Ford, Mayor
Bruce Bole, Commissioner - Seat 2 (District 1308)
Michael Waters, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
Joe Gerrity, Interim City Manager (CM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Ladayija Nichols, Deputy City Clerk (DCC)
Kevin Hogencamp, Deputy City Manager (DCM)

1. CALL TO ORDER AND ROLL CALL

Mayor Ford called the meeting to order at 5:20 PM. CC Bartle called the roll.

2. PUBLIC COMMENT

Mayor Ford opened the Courtesy of the Floor to Visitors. CC Bartle called each speaker to the podium.

Brinkley Harrell spoke about his excitement and gratefulness to the Commission on getting through this process.

Cindy Anderson expressed opinions on the City Manager search process and Resolution No. 23-30.

Amy Rose spoke about Resolution No. 23-30.

3. ACTION ON RESOLUTIONS

A. Resolution No. 23-30

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPOINTING MIKE NEW THE CITY MANAGER AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT DESIGNATING HIM AS SUCH EFFECTIVE SEPTEMBER ___, 2023; AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NECESSARY, INCLUDING BUT NOT LIMITED TO AN EMPLOYMENT AGREEMENT, TO EFFECTUATE THE EMPLOYMENT OF MIKE NEW TO SERVE AS CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

DRAFT

Mayor Ford read the title of the resolution.

Mayor Ford explained that there is a tentative start date of September 25, 2023. He also went over a few points in the contract as detailed in the agenda. He explained his thoughts on the housing allowance and how he came to the terms in the negotiations.

Commissioner Bole inquired about Section 11 of the contract. CA Gabriel mentioned that there is no pre-requirement for the Commission to give notice of termination.

Commissioner Kelly asked about Sections 11C and 5B of the contract. CA Gabriel clarified that the City would pay any accrued leave whether termination is for or not for cause.

Mayor Ford shared that Mr. New requested a clause be included in the contract that will allow a five-day notification of intent to terminate. Commissioner Bole suggested not adding this clause. Commissioner Ring expressed concerns about potential violations of sunshine laws with this clause. Mayor Ford explained that a consensus could be made at a regular meeting to inform everyone of the potential termination and then a noticed meeting following the consensus would take place to allow for official action. CA Gabriel explained that the process would be to have the notice come from the CA or the Commission, which will allow for a five-day cooling, off period.

Commissioner Bole expressed that the Commission should not tie the hands of a future Commission by writing such a clause into a contract. CM Gerrity provided his opinions and agreed with Commissioner Bole's sentiments.

Mayor Ford also shared Mr. New's interest to his engineering license active as a part of his contract. CM Gerrity opined that this would be considered a part of professional development but deferred to the CA. CA Gabriel advised that the contract broadly captures continuing the professional development of the CM. Commissioner Kelly commented that she was responsible for her own certification fees even though it was part of her job to have one, Commissioners Ring and Waters commented the same. Commissioner Waters expressed that the City is hiring a CM and not a City Engineer, Commissioner Kelly agreed.

Commissioner Kelly expressed concerns about transparency and the negotiation process.

Commissioner Ring articulated her hopes of receiving the contract sooner and expressed that she would like to hear more public comments.

Mayor Ford addressed concerns and answered questions about the negotiations of the contract.

Commissioner Waters spoke about the comments he heard about the salary and the housing allowance. He expressed that he was not prepared to vote on the salary. Mayor

DRAFT

Ford expressed that the Commission sent himself and the CA out to negotiate on good faith with the CM candidate. Commissioner Kelly expressed that it was not authorized to make the housing allowance a part of the salary. Commissioner Waters referred to the Commission's discussion about leaving the decision of a housing allowance to the Charter Revision Committee (CRC) and recommended that the allowance be left off.

Commissioner Bole discussed Section 5 of the contract. CA Gabriel confirmed that all city employees can accrue up to 680 hours of leave.

Commissioner Ring inquired about what happens to the housing allowance if CRC makes the recommended changes. CA Gabriel explained that the contract is currently written to reflect that if the recommended changes are approved by Commission and by ballot, the housing allowance would get taken back if the CM moves out of AB. Mayor Ford explained that he wanted to make sure that the compensation part of the contract is clear. Commissioner Waters recommended leaving the salary at $205,000 and leave the decision up to Mr. New. Commissioner Bole recommended tabling the conversation so that there is more time to review the contract.

Mayor Ford expressed concern about leave payout and recommended that City policy be changed across the board. Commissioner Kelly recommended the contract read "standard leave" in the case that the policy is changed in the future.

There was a *CONSENSUS* to table this discussion until Monday, August 14, 2023.

CM Gerrity requested that there is clarity of the five-day termination notice. CA Gabriel clarified that there is no notice in the current drafted contract.

Commissioner Kelly requested that any further negotiations include CM Gerrity. Commissioner Waters seconded this request.

There was a CONSENSUS to include CM Gerrity in further negotiations.

4. ADJOURNMENT

The meeting adjourned at 6:22 p.m.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT

MINUTES
Special Meeting of the City Commission
Saturday, July 29, 2023 - 10:00 AM
Commission Chamber

INVOCATION AND PLEDGE TO THE FLAG

ATTENDANCE:

Present:
Curtis Ford, Mayor
Bruce Bole, Commissioner - Seat 2 (District 1308)
Michael Waters, Commissioner - Seat 3 (District 1307)
Candace Kelly, Commissioner - Seat 4 (District 1306)
Jessica Ring, Commissioner - Seat 5 (District 1312)

Also Present:
Jason Gabriel, City Attorney (CA)
Joe Gerrity, Interim City Manager (CM)
Yvonne Calverley, Executive Assistant
Kevin Hogencamp, Deputy City Manager (DCM)

1. CALL TO ORDER
Mayor Ford called the meeting to order at 10:00 a.m.

2. MAYOR'S OPENING REMARKS
Mayor Ford explained that the candidates would enter the Chamber, one at a time, after public comment was complete.

3. PUBLIC COMMENTS
Mayor Ford explained the process for public comment. DCM Hogencamp called each speaker to the podium.

Nancy Staats discussed questions that she would like the Commission to ask the candidates.

4. CITY MANAGER CANDIDATE INTERVIEWS
The Commission asked each candidate interview questions (which are attached hereto and made part of this Official Record as **Attachment A**).

7-29-23 Attachment A

A. Bill Killingsworth

Mr. Killingsworth provided an opening statement, answered the questions from **Attachment A,** and provided a closing statement.

DRAFT

B. Mike New

Mr. New provided an opening statement, answered the questions from **Attachment A,** and provided a closing statement.

C. David Strohl

Candidate withdrew.

5. ADJOURNMENT

The meeting adjourned at 11:43 a.m.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved: _____

DRAFT

Attachment A to
7-29-23 Minutes

DRAFT CITY MANAGER PUBLIC INTERVIEW QUESTIONS

Send these questions in advance:

1. Are you familiar with the City's Mission, Vision and Values? What role do you see the City Manager having in ensuring that the City's operations are in line with these?
2. If you were given free rein to implement any changes to the City's operations, what would they be?
3. The city strongly believes in enhancing, conserving, restoring, protecting and preserving the natural environment, specifically related to trees canopy and vegetation. Over and above our environmental protections, the city received a LEED Gold 4.1 certification. We then furthered our horizon by completing a Sustainability and Resiliency Community Action Plan. Please explain your experience with tree canopy preservation, environmental protections, sustainability and resiliency in your community.
4. What makes Atlantic Beach unique and why would you want to work here?
5. What do you see as the challenges and opportunities facing the City of Atlantic Beach?

Additional questions:

6. Provide an example of when you had to implement a controversial policy decision and how you handled the public's reaction.
7. What do you think is the most important aspect of city management and why?
8. Please describe what you know about Florida's Sunshine Law, including open meetings and public records?
9. Citizens are very involved in the City of Atlantic Beach and often have many different perspectives. What role do you think the City Manager has in managing these conflicts?
10. Please describe your process for developing a budget to present to the Commission, keeping the cost of government down while providing essential services to the public, and what is the most challenging part of the process to you?

LAST: Thank you for your time today. Before we conclude, do you have any additional statements that you would care (like) to make?

Proclamation of the City of Atlantic Beach

in Recognition of

Constitution Week

WHEREAS, September 17, 2023, marks the 236th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Curtis Ford, Mayor of the City of Atlantic Beach, Florida, do hereby proclaim the week of September 17-23, 2023 as

Constitution Week

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 11th day of September, 2023.

_____

Curtis Ford, Mayor

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

TODAY'S DATE: August 21, 2023

MEETING DATE: September 11, 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) To accommodate Duval County tax officials' requirements, the City Commission's first reading of the ordinance approving the 2023-24 budget and millage rate will be held at a special-called meeting at 6:30 p.m. Wednesday, Sept. 13.
2) 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:

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 Commission Mtg 6:30 pm	14 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	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		

FLC
FLORIDA LEAGUE OF CITIES

August 9, 2023

Commissioner Candace Kelly
800 Seminole Rd
Atlantic Beach FL, 32233-5444

Dear Commissioner Candace Kelly:

Congratulations on achieving a SILVER FLC University Certificate for Elected Municipal Officials this year! We know the hard work and dedication required to achieve this certificate, and the League greatly appreciates your participation in the inaugural year of the program. We have had a strong response since the program launched and look forward to even more officials participating in the coming years.

Your points were tabulated from August 2022 to August 2023. The flyer enclosed with your packet has information about each tier, how to accumulate points, and when FLC University will give you a mid-year status update. We hope you are already planning next year's activities to move up or maintain your status!

If you have any questions regarding the Certificate Program for Elected Municipal Officials, please contact FLC University's Christen Barton at 407.367.3443 or cbarton@flcities.com

Again, congratulations and thank you for supporting FLC University's educational programs!

Sincerely,

Jolien Caraballo

Jolien Caraballo
President
Florida League of Cities, Inc.
Vice Mayor, City of Port St. Lucie

LOCAL VOICES MAKING LOCAL CHOICES

301 S. Bronough St., Suite 300
Tallahassee, FL 32301-1722

P.O. Box 1757
Tallahassee, FL 32302-1757

Phone: 850.222.9684
Fax: 850.222.3806

flcities.com



Certificate Program for
Elected Municipal Officials
Silver Certificate of Leadership

Candace Kelly

Commissioner
City of Atlantic Beach

FLC UNIVERSITY

Hogencamp,Kevin

From: Hogencamp,Kevin
Sent: Friday, September 8, 2023 2:15 PM
To: Elected Officials
Cc: Bartle, Donna; Calverley, Yvonne
Subject: Sept. 11 and Sept. 13 meeting agendas

Mayor Ford and City Commission members,

With apologies, we are publishing an amended Sept. 11 agenda this afternoon with a budget amendment ordinance that, if approved, will put us in a position to receive a $53,008 Justice Assistance Grant (JAG) in the FY 2022-23 budget cycle, which will set us up to be eligible for another JAG in FY 2023-24. Meanwhile, Commissioner Kelly has requested that I add the topic of FY 2023-24 budget discussion under Commissioner's reports, and I am honoring that request.

Please let me know if you have any questions in advance of Monday's meeting about any items on the agenda.

Meanwhile, we are working on the agenda for the Sept. 13 special-called meeting agenda with our sights squared on publishing it today.

Thanks,

Kevin

Kevin Hogencamp
Deputy City Manager
City of Atlantic Beach, FL 32233
(904) 247-5804
khogencamp@coab.us
www.coab.us

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-39: Continuation of grant-writing and related services agreement with Langton Associates, Inc.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager

TODAY'S DATE: Aug. 30 2023

MEETING DATE: Sept. 11, 2023

BACKGROUND: The City of Atlantic Beach desires to continue the services of Langton Associates, Inc. for the City's grant-writing and related needs. Langton has agreed to a renewal of its contract with the same terms and conditions of the current contract, plus a 3% cost-of-living adjustment. The services that Langton provides to the City are as follows:

- Update Needs Assessment and Strategic Grants Plan
- Determination of Relevant Funding Sources
- Preparation and Submission of Grant Applications
- Technical Assistance on Grant Administration
- Intergovernmental Relations with Federal and State Governments
- Provide a Bi-Weekly E-Mail Grant Alert

RECOMMENDATION: The City Commission approve Resolution No. 22-66 authorizing the City Manager to enter into a new one-year agreement with Langton Associates, Inc., a copy of which is attached, with the same terms and conditions as contained in the current agreement, in addition to a 3% cost-of-living adjustment.

ATTACHMENTS: Resolution No. 23-39
Langton Associates, Inc. 2023-24 consulting agreement (draft)
Langton Associates, Inc. 2023 annual report (dated Aug. 24, 2023)

BUDGET: $45,603.83, which is allocated in the proposed 2023-24 budget.

REVIEWED BY CITY MANAGER: Kevin Hogencamp

RESOLUTION NO. 23-39

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING A ONE-YEAR AGREEMENT CONTINUING THE PROFESSIONAL SERVICES OF LANGTON ASSOCIATES, INC.; SUBJECT TO AND CONTINGENT UPON INCLUSION OF FUNDING FOR THIS PURPOSE IN THE FISCAL YEAR 2023-24 CITY COMMISSION-APPROVED BUDGET; AUTHORIZING THE EXPENDITURE OF $45,603.83 ANTICIPATED TO BE ALLOCATED IN THE FISCAL YEAR 2023-24 BUDGET FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach desires to continue the professional services of Langton Associates, Inc., for the purpose of obtaining various governmental grants and assistance offered by governmental agencies and bodies; and

WHEREAS, the proposed fiscal year 2023-24 budget includes $45,603.83 for this purpose.

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

SECTION 1. Subject to and contingent upon inclusion of funding for this purpose in the fiscal year 2023-24 City Commission-approved budget, the City Manager is hereby authorized to sign a one-year agreement continuing the professional services of Langton Associates and approve a purchase order for $45,603.83 on behalf of the City of Atlantic Beach.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 11th day of September, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CONSULTING AGREEMENT

This consulting agreement, effective October 1, 2023, is made by and between Langton Associates, Inc., hereinafter referred to as "Langton", and the City of Atlantic Beach, hereinafter referred to as "Client," under the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering governmental consulting support to municipalities, counties, other governmental bodies and non-profit corporations, and

WHEREAS, Client is in need of professional services of consulting for the purpose of obtaining various governmental grants and assistance offered by various governmental agencies and bodies, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

1. Langton agrees to provide professional consulting services to Client for the term of one (1) year, commencing October 1, 2023 and ending September 30, 2024. Langton agrees to exercise its best efforts to obtain governmental grants and benefits for client. It is understood, however, that Langton cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to this agreement Langton agrees to provide specific services as follows:

- Update Needs Assessment and Strategic Grants Plan
- Determination of Relevant Funding Sources
- Preparation and Submission of Grant Applications
- Technical Assistance on Grant Administration
- Personalized Grant Research and Consultation
- Intergovernmental Relations with Federal and State Governments
- Provide a Bi-Weekly SMARTGrants™ E-Mail Grant Alert

3. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in the amount of $45,603.83 in 12 monthly installments of $3,800.32.

4. In conjunction with services relating to Client, the Client agrees to pay expenses of Langton. This shall include, but not be limited to, travel expenses, which shall be air expense on coach flights, car rental, hotel (at commercial rates) and food (maximum of $25.00 per person per day). Langton will submit the invoice for these expenses which shall be paid by the 10th day of the following month after submission of the expense report by Langton. Langton will not

incur travel expenses without approval of Client.

5. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

A. As to Langton:
4830 Atlantic Blvd.
Jacksonville, Florida 32207

B. As to Client:
800 Seminole Road
Atlantic Beach, FL 32233

6. Should litigation be necessary to enforce any provision of this agreement then the prevailing party shall be entitled to recover a reasonable attorney's fee from the other side.

ATTEST:

_____

LANGTON ASSOCIATES, INC.

BY:_____
Michael Langton, President

DATE: _____

ATTEST:

_____

CITY OF ATLANTIC BACH

BY:_____
Kevin Hogencamp, Deputy City Manager

DATE: _____

City of Atlantic Beach
Annual Report

Langton CONSULTING

August 24, 2023

Dear Joe Gerrity, Mayor Ford, and the City Commission,

The Langton Consulting team is honored to continue our tenure with the City of Atlantic Beach. Over the past eight years we've helped City staff and elected officials secure funding for a variety of projects of importance. We've worked with multiple departments including, but not limited to Public Works, Utilities, Parks & Recreation, Planning & Community Development, and Public Safety, as well as citizen groups and other organizations working to make Atlantic Beach a wonderful place to live, work and play.

Since our last annual report (September 13, 2022), Langton staff has worked with City staff to submit funding requests totaling **$704,520** on behalf of the City of Atlantic Beach. During the same period, **$1,358,620 has been awarded.** Three proposals remain pending.

In addition to the submissions cited below, Langton staff has also explored a variety of grant opportunities that ultimately were not submitted due to conflicts of timing between project readiness and grant periods or because grant program guidelines deemed projects not viable for submission, issues that are commonplace in the grants industry. Additionally, Langton staff has provided technical assistance and grant administration support when called upon.

The following are grant applications a) submitted over the past year, b) previously submitted but awarded in the past year, and c) currently in development for submission in the next 90 days:

Grants Submitted from September 2022 - August 2023

Project	Grant Program	Submission Date	Request Amount	Status
Comprehensive Safety Action Plan	Safe Streets and Roads for All - Planning	9/15/22	$200,000	FUNDED
Coastal Dunes Exotic Plant Planning	Coastal Partnerships Initiative	10/25/22	$10,000	FUNDED
20th Street Lift Station Generator	Building Resilient Infrastructure & Communities	11/7/22	$75,520	Pending
Urban Tree Canopy Assessment	Urban and Community Forestry	11/9/22	$15,000	FUNDED
Public Works Building Retrofit	Hurricane Loss Mitigation Program - Retrofit Grants	4/7/23	$179,000	FUNDED
Donner Neighborhood Plan	Community Planning Technical Assistance	6/16/23	$75,000	Pending
Marsh Erosion Control Study	National Coastal Resilience Fund	6/28/23	$150,000	Pending

Pending at Time of Last Annual Report, Since Funded

Project	Grant Program	Submission Date	Request Amount	Status
Cutlass Drive Box Culvert Replacement	Hazard Mitigation Grant Program, COVID-19 Cycle	12/21/21	$331,641	Planning Phase FUNDED - $86,950; Construction Phase Pending
Stanley Road Flood Mitigation	Hazard Mitigation Grant Program, COVID-19 Cycle	12/21/21	$501,103	Planning Phase FUNDED - $86,950; Construction Phase Pending
Naval Station Mayport Emergency Potable Water Source	Defense Communities Infrastructure Program	7/18/22	$596,470	FUNDED
Cavalla Road Lift Station Flood Protection	Resilient Florida	9/1/22	$184,250	FUNDED

Currently in Development

Project	Grant Program	Deadline	Request Amount
Vulnerable Lift Station Protection – Phase I	Resilient Florida	9/1/23	$1,217,019
5th Street Dune Walkover	Coastal Partnerships Initiative	10/2/23	$60,000
AEDs and Bleeding Control Kits	Firehouse Subs Public Safety Foundation	10/13/23	TBD
Naval Station Mayport Emergency Potable Water Source Phase 2	Building Resilient Infrastructure and Communities	November TBA	TBD

The Langton Consulting team looks forward to the continued efforts to obtain strategic funding for the City of Atlantic Beach to enhance its abilities to actualize overall community vitality and impact. We appreciate your consideration and continued support for these endeavors.

Sincerely,

Michael Langton, GPC
President, Langton Consulting

5627 Atlantic Blvd Suite 4, Jacksonville, FL 32207 904.598.1368 www.langtonconsulting.com
Michael Langton GPC, President mailto:mlangton@langtonconsulting.com

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-35 authorizing the City Manager to execute any contracts and purchase orders as necessary pertaining to Resilient Florida funding from the Florida Department of Environmental Protection for the fiscal year 2023-24 funding cycle for and on behalf of the City of Atlantic Beach.

SUBMITTED BY: Steve Swann, City Engineer

TODAY'S DATE: August 21, 2023

MEETING DATE: September 11, 2023

BACKGROUND: The City of Atlantic Beach annually submits grant applications for Resilient Florida funding from the Florida Department of Environmental Protection (FDEP) for eligible projects. Resilient Florida grants require a 50% match commitment.

FDEP requires Commission authorization to submit an application and also requires signing authority for execution of grant contracts. The City has historically relied on the City Manager to execute these grant agreements.

For the fiscal year 2023-24 funding cycle, the City intends to submit a grant application to provide flood protection to multiple lift stations vulnerable to flooding. If the City is awarded a Resilient Florida grant resulting from a submitted application, this resolution will authorize the City Manager to execute the grant agreement.

RECOMMENDATION: The City Commission approve Resolution No. 23-35

ATTACHMENTS: Resolution No. 23-35

REVIEWED BY CITY MANAGER: Kevin Hogan

RESOLUTION NO. 23-35

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR RESILIENT FLORIDA FUNDING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FISCAL YEAR 2023-24 FUNDING CYCLE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY CONTRACTS AND PURCHASE ORDERS AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach recognizes there is a present and growing need to address the impacts of flooding and sea level rise within its corporate limits; and

WHEREAS, the City of Atlantic Beach desires to implement adaptation and mitigation projects but requires financial assistance, and the Florida Department of Environmental Protection is soliciting applications for Resilient Florida Program funding; and

WHEREAS, the City of Atlantic Beach desires to submit an application for Resilient Florida Program funding for the fiscal year 2023-24 funding cycle,

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

Section 1. The above recitals are true and correct, and are incorporated herein.

Section 2. The Atlantic Beach City Commission hereby authorizes the filing of an application for a Resilient Florida Program grant.

Section 3. The City Manager is authorized to execute any contracts and purchase orders necessary to effectuate the provisions of the Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 11th day of September, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-37 authorizing the City Manager to execute a lease agreement between the City of Atlantic Beach and Satellite Shelters, Inc. for a temporary office trailer.

RESOLUTION NO. 23-37

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: August 31, 2023

MEETING DATE: September 11, 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 agreement 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: Resolution No. 23-37
Lease Proposal from Satellite Shelters, Inc., dated August 16, 2023
Proposed Project Schedule

REVIEWED BY CITY MANAGER:

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 11th day of September, 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

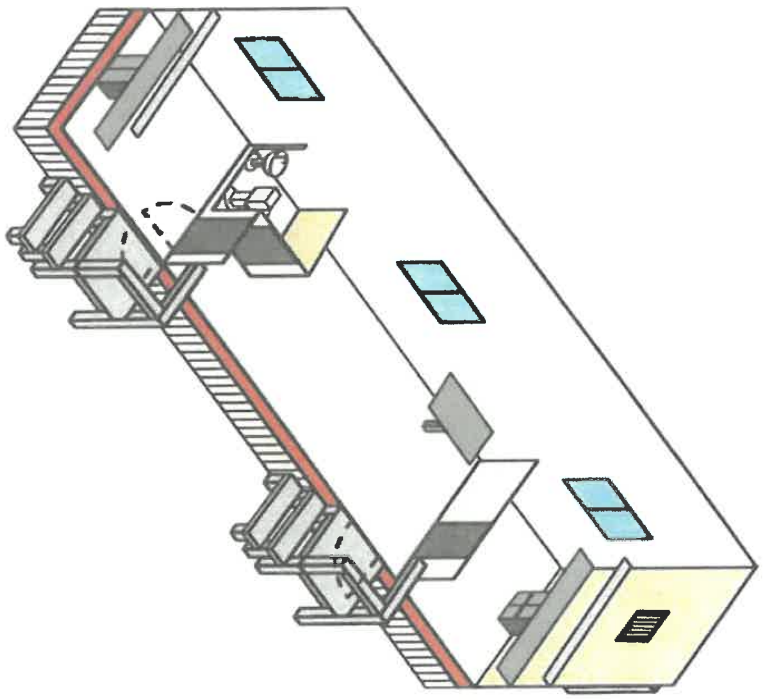
Phone: (407) 982-4560
Mobile: 336-880-5262

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:

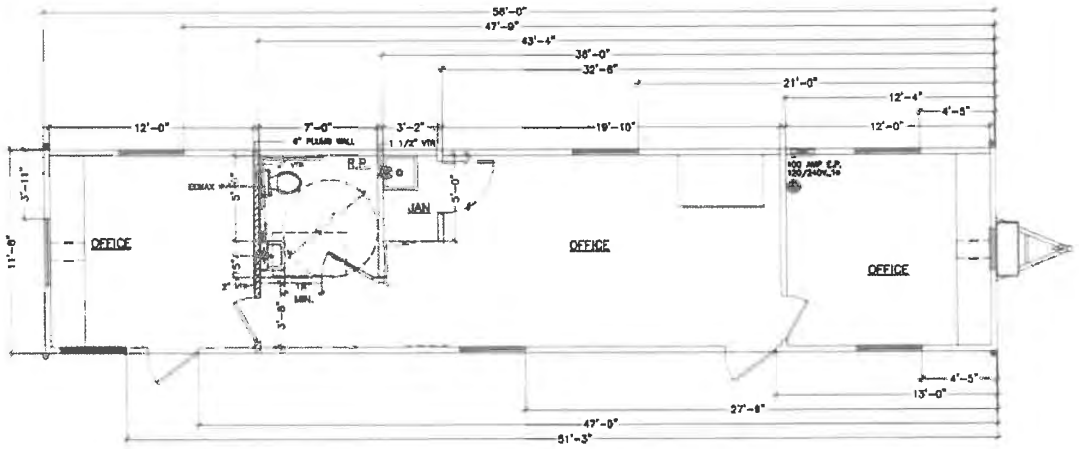
Description	Term		Qty	Unit Price	Total Price	Extended Contract Price
*Cleaning/repairs assessed upon return						

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	

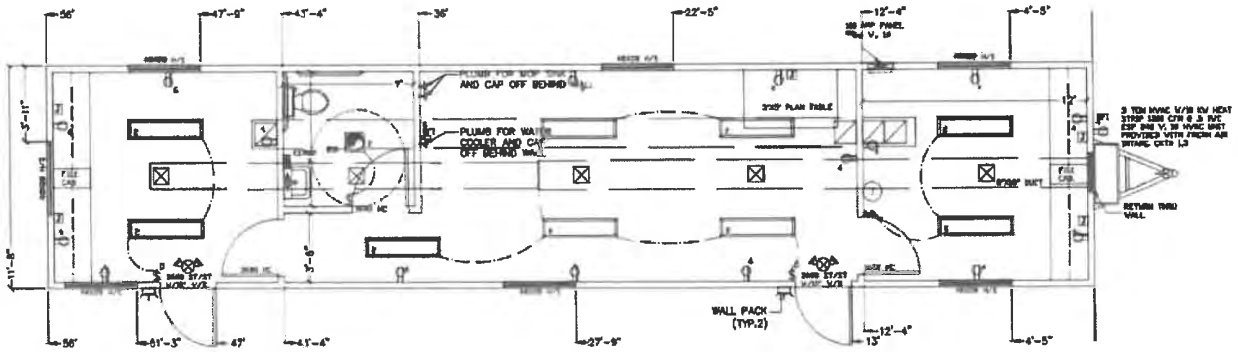


Satellite
The First In Space

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



OR



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:

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

Satellite
The First In Space

6050 S Semoran Blvd
Orlando, FL 32822

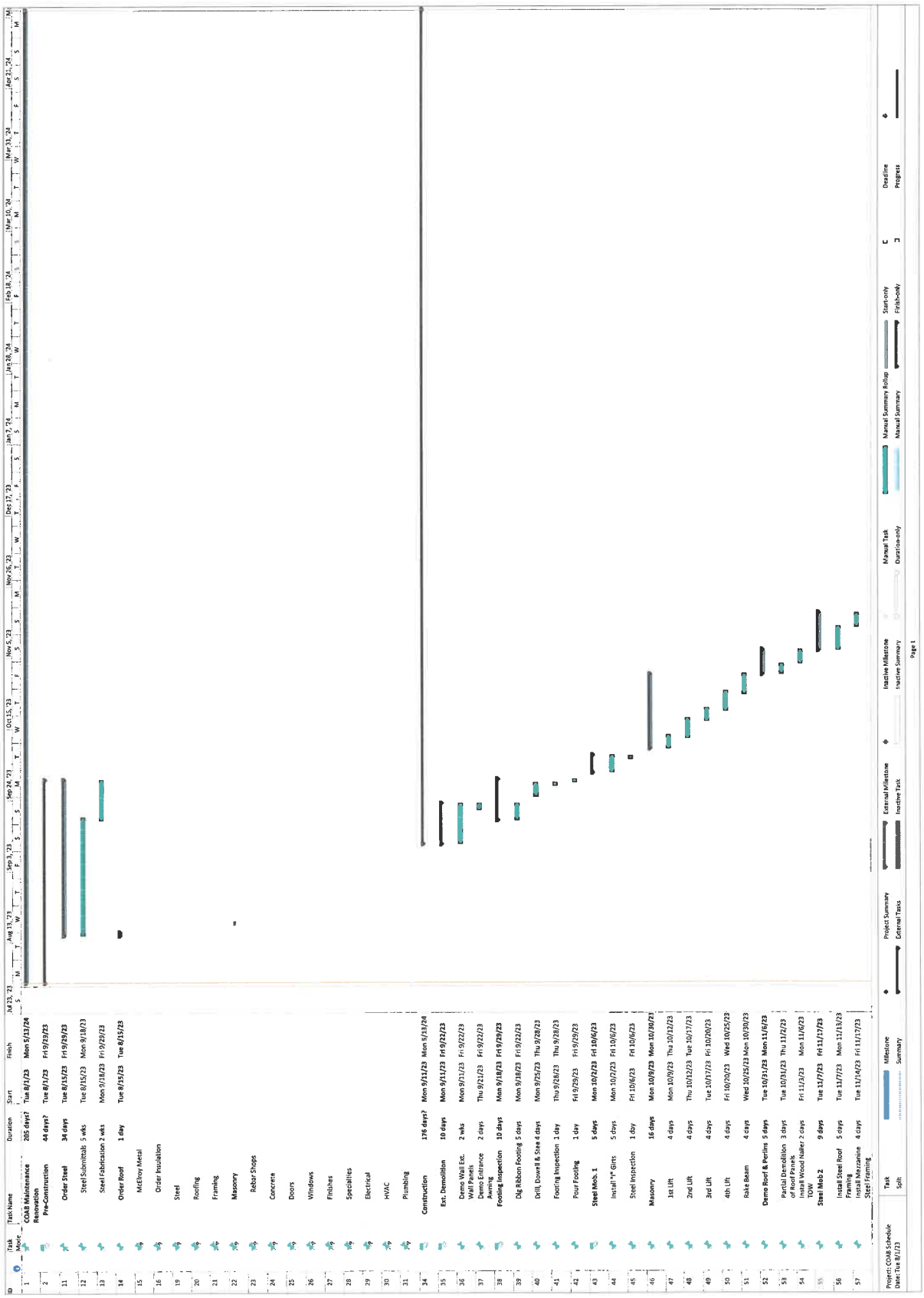
Satellite Shelters, Inc.
Remittance Address
PO Box 860700
Minneapolis, MN 55486-0700

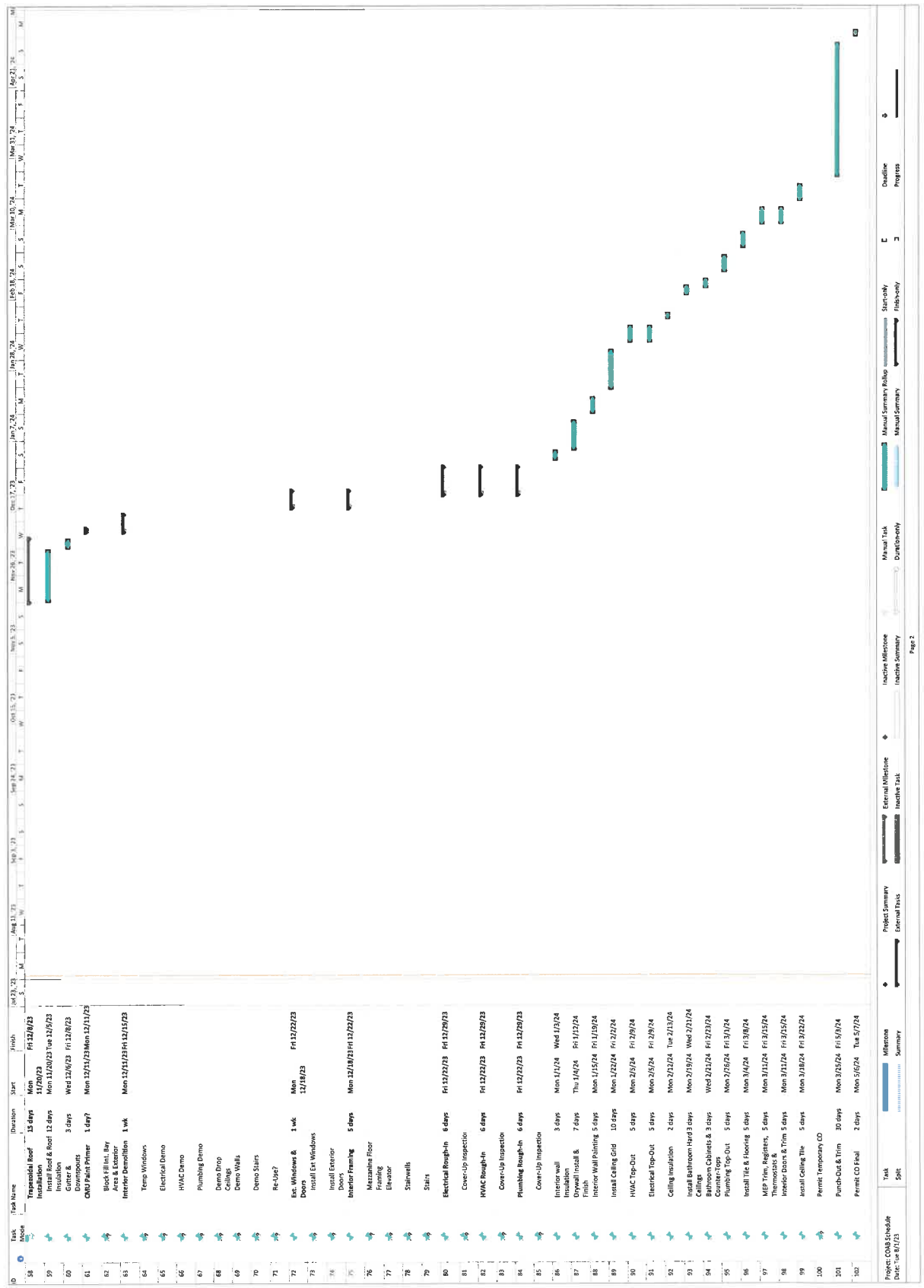
Phone: (407) 982-4560
Mobile: 336-880-5262

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.


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
Page 1


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
Page 2

Contract Language from Mobile Office Rental Contract
Satellite Shelter, Inc.
August 16, 2023

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 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 lo 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 EquipmenL 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 lo 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 slated 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 EquipmenL 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 ii 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

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 Iha 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 Tennination 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
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 lo Minnesota being an improper venue to conduct any proceeding relating lo 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 lo lime 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.

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 lime, Lessee must pay interest on all late payments in an amount equal to the lesser of: (a) one and one-half percent (1 ½%) 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.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Ordinance No. 20-23-169 amending the operating budget for the City of Atlantic Beach, Florida, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, to appropriate $53,008 in Justice Assistance Grant Countywide funding for a COAB community security project; and providing an effective date.

SUBMITTED BY: Brittany Percell, Director of Finance

TODAYS DATE: September 6, 2023

MEETING DATE: September 11, 2023

BACKGROUND: The Atlantic Beach Police Department recently was awarded $53,008 through the Justice Assistance Grant Countywide (Federal FY 2021) program managed by the Florida Department of Law Enforcement. Acceptance of this grant was authorized by the Atlantic Beach City Commission on July 24, 2023 (Resolution No. 23-25). The funding provided through this grant will be used to enhance community security through the use of License Plate Reader (LPR) systems monitoring high-volume city roads.

BUDGET: Adopting Ordinance No. 20-23-169 creates the budget necessary to expend the funds for the grant. There are no matching funds required by the grant.

RECOMMENDATION: Approve Ordinance No. 20-23-169

ATTACHMENTS: 1. Ordinance No. 20-23-169
2. Resolution No. 23-25

REVIEWED BY CITY MANAGER: DEPUTY Kevin Hogencamp

ORDINANCE NO. 20-23-169

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, FOR APPROPRIATING FUNDS ASSOCIATED WITH THE JUSTICE ASSISTANCE GRANT COUNTYWIDE (JAGC) FOR A CITY OF ATLANTIC BEACH COMMUNITY SECURITY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Atlantic Beach requires that the City Commission approve all budgetary increases and transfers at the fund level; and

WHEREAS, the nature of the budgetary systems and those day-to-day decisions affecting such budgetary systems require adjustments from time-to-time; and

WHEREAS, the City is amending the operating budget to add net revenue totaling $53,008 and net expenses totaling $53,008 for the Justice Assistance Grant Countywide (JAGC).

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

SECTION 1. The Fiscal Year 2022-23 Budget is amended as follows:

Revenues:	
Justice Assistance Grant Countywide (JAGC)	$ 53,008
Total Revenues:	$ 53,008
Expenses:	
Operating Supplies/Equipment	$ 53,008
Total Expenses Fund:	$ 53,008
Balance:	**<0>**

SECTION 2. Effective Date. This ordinance shall take effect immediately upon its final passage and adoption.

PASSED by the City Commission on first reading this 11th day of September, 2023.

PASSED by the City Commission on second and final reading this 25th day of September, 2023.

CITY OF ATLANTIC BEACH

00918792-1

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason R. Gabriel, City Attorney

RESOLUTION NO. 23-25

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO PURCHASE SEVEN (7) LICENSE PLATE READER (LPR) CAMERAS THROUGH VETTED SECURITY SYSTEMS (VSS) BY THE EXCEPTIONS GRANTED IN CITY ORDINANCE 2-336

WHEREAS, the Justice Assistance Grant Countywide (JAGC) has been established by the Federal Government and is administered by the State of Florida, The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants to act as a pass through entity for federal funding; and

WHEREAS, in August of 2022 the City Commission approved the Police Department to apply for the 2021 JAGC grant under Resolution 22-51; and

WHEREAS, $53,007 was awarded to the Atlantic Beach Police Department in the 2021 JAGC grant application; and

WHEREAS, the Atlantic Beach Police Department is requesting approval to purchase equipment and services from an existing vendor Vetted Security Systems (VSS) outside of city purchasing guidelines with said grant funds; and

WHEREAS, under Municipal Ordinance 2-336 the City Commission must approve by a majority vote purchases of $25,000 or greater that are made outside of city purchasing guidelines; and

WHEREAS, the City Commission has executed the required vote and a majority of the Commissioners present have voted to approve the purchasing exception requested by the Police Department;

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 use of current vendor, Vetted Security Solutions LLC, to purchase the equipment and services the Police Department is requesting under the 2021 JAGC Grant program; outside of city purchasing guidelines under the exceptions provided in City Ordinance 2-336; The formal bid procedure as defined in this division is not required in the following cases:

(1) When the city commission, by a vote of the majority of those members present, waives the formal bid procedure.

(5) Contracts for the maintenance or servicing of equipment which are made with the manufacturer or authorized service agent of the equipment when the maintenance or servicing can best be performed by the manufacture or authorized service agent where such a contract would otherwise be advantageous to the city.

(7) Purchase and contracts for the use or purchase of data processing equipment or data processing systems software and reproduction equipment.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 24th day of July, 2023.

Curtis Ford, Mayor

Attest:

Donna L. Bartle, City Clerk

Approved as to form and correctness:

Jason Gabriel, City Attorney