City of Atlantic Beach

Amended Agenda

Regular City Commission Meeting

Monday, October 23, 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 Meeting held on August 22, 2023. 8-22-23 Special Called Meeting of the City Commission Draft Minutes	5 - 7
*	1.B.	Approve minutes of the Regular Meeting held on August 28, 2023. 8-28-23 Regular City Commission Draft Minutes	9 - 29
2.	**COURTESY OF FLOOR TO VISITORS**		
		PUBLIC COMMENT	
3.	**CITY MANAGER REPORTS**		
	3.A.	Accept the 90-Day Calendar (Nov. 2023 - Jan. 2024) 90-Day Calendar (Nov. 2023 - Jan. 2024)	31 - 34
*	3.B.	Dora Drive Propety Update Dora Drive Property	35 - 36
4.	**REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS**		
	4.A.	Charter Officer Performance Reviews (Mayor Ford) Charter Officer Performance Evaluation Form	37 - 38
5.	**UNFINISHED BUSINESS FROM PREVIOUS MEETINGS**		
		None.	
6.	**CONSENT AGENDA**		
		None.	
7.	**COMMITTEE REPORTS**		
		None.	

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 23-46** 39 - 54

A RESOLUTION OF THE CITY OF ATLANTIC BEACH APPROVING A NEW MAINTENANCE AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-46

8.B. **RESOLUTION NO. 23-48** 55 - 70

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE MAYOR TO SIGN THE STATE OF FLORIDA MUTUAL AID AGREEMENT 2023

Resolution No. 23-48

* 8.C. **RESOLUTION NO. 23-47** 71 - 97

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING EMPLOYEE HEALTH INSURANCE BENEFITS DELINEATED IN EXHIBIT A FOR THE PLAN YEAR BEGINNING JANUARY 1, 2024, INCLUDING THE FOLLOWING: BENEFITS PROVIDED TO CITY EMPLOYEES AND THEIR FAMILIES THROUGH CIGNA, LIFE INSURANCE AND EMPLOYEE ASSISTANCE PLAN BENEFITS PROVIDED BY THE CITY AT NO COST TO EMPLOYEES, AND OTHER INSURANCE COVERAGE OFFERED TO EMPLOYEES AT THEIR EXPENSE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-47

9. ACTION ON ORDINANCES

9.A. **ORDINANCE NO. 31-23-16, Public Hearing and First Reading** 99 - 128

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL MEDIUM DENSITY (RM) TO COMMERCIAL (CM); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 31-23-16

9.B. **ORDINANCE NO. 90-23-251, Public Hearing and First Reading** 129 - 158

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL, TWO- FAMILY (RG), TO COMMERCIAL GENERAL (CG); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. 90-23-251

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.

MINUTES
Special Called Meeting of the City Commission
Tuesday, August 22, 2023 - 5:30 PM
Commission Chamber

INVOCATION AND PLEDGE TO THE FLAG

DCC Nichols called the roll.

ATTENDANCE:

Present:	Curtis Ford, Mayor Michael Waters, Commissioner - Seat 3 (District 1307) Candace Kelly, Commissioner - Seat 4 (District 1306) Jessica Ring, Commissioner - Seat 5 (District 1312)
Absent:	Bruce Bole, Commissioner - Seat 2 (District 1308)
Also Present:	Joe Gerrity, Interim City Manager (CM) Jason Gabriel, City Attorney (CA) Ladayija Nichols, Deputy City Clerk (DCC) Kevin Hogencamp, Deputy City Manager (DCM)

1. CALL TO ORDER AND ROLL CALL

Mayor Ford called the meeting to order at 5:31 PM.

2. PUBLIC COMMENT

DCC Nichols called each speaker to the podium.

Amy Rose spoke in support of Mr. Killingsworth.

3. ACTION ON RESOLUTIONS

A. Resolution No. 23-34

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPOINTING BILL KILLINGSWORTH AS 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 BILL KILLINGSWORTH TO SERVE AS CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

DRAFT

The start date for Mr. Killingsworth will be September 26, 2023.
8-22-23 Attachment A

MOTION: Approve Resolution No. 23-34.

Motion: ***Michael Waters***
Second: ***Candace Kelly***

Commissioner Ring thanked the Mayor, Cathy Varian, HR Director (HRD) and CM Gerrity for their work with the contract.

Commissioner Waters expressed gratitude for the process.

CM Gerrity read a statement from Commissioner Bole (which is attached hereto and made a part of this Official Record as **Attachment A**).

Mayor Ford thanked CM Gerrity and HRD Varian for their work and expressed his gratitude for the process.

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

Motion passed 4 to 0.

CA Gabriel mentioned that Mr. Killingsworth would like a signed version of the contract by the end of the week.

4. ADJOURNMENT
The meeting adjourned at 5:38 p.m.

Attest:

_____ _____
Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

Attachment A to
8-22-23 Minutes

18 August 2023

I fully approve of the current contract offered Mr. William Killingsworth to become the new City of Atlantic Beach City Manager. He will make an excellent Charter Officer for Atlantic Beach.

Sincerely, Bruce Bole Seat 2 Atlantic Beach City Commission

Bruce Bole

MINUTES
Regular City Commission Meeting
Monday, August 28, 2023 - 6:30 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER:

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:30 PM. City Clerk Bartle called the roll.

ATTENDANCE:

Present:
Candace Kelly, Commissioner - Seat 4 (District 1306)
Curtis Ford, Mayor - Seat 1
Bruce Bole, Commissioner - Seat 2 (District 1308)
Michael Waters, Commissioner - Seat 3 (District 1307)
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)
Victor Gualillo, Police Chief (PC)
Amanda Askew, Planning & Community Development Director (PCDD)

1 APPROVAL OF MINUTES

1A. Approve minutes of the Town Hall Meeting held on July 8, 2023.

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

1B. Approve minutes of the Regular Commission Meeting held on July 10, 2023.

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

1C. Approve minutes of the Budget Workshop held on July 25, 2023.

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

DRAFT

2. COURTESY OF FLOOR TO VISITORS

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

PUBLIC COMMENT

Mayor Ford allowed Alani Ring, Leia Ring and Lana Ring to present a card to the Commission, thanking them for the Splash Pad.

CC Bartle called each speaker to the podium.

Mark Gabrynowicz spoke about agenda item 7A.

Janet Torelli spoke about her experience as a historian.

Nancy Whittington thanked CM Gerrity for his services.

Tracy Gebeaux spoke about his work with the homeless and thanked the Commission for their help as well.

Brinkley Harrell spoke about agenda items 8A and 8B.

3. CITY MANAGER REPORTS

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

Commissioner Ring asked if the September 13, 2023 budget meeting would still be happening. Mayor Ford explained that the calendar would be amended to add the budget meeting.

MOTION: Approve the 90-Day Calendar as amended.

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

Report on Tropical Storm Idalia

PC Gualillo reported on Tropical Storm Idalia and the measures the City will be taking to prepare and get through the storm.

DRAFT

Commissioner Kelly announced that Duval County Public Schools (DCPS) is closed Tuesday through Thursday.

Commissioner Waters asked if roll off containers would be emptied before the storm. PC Gualillo explained that he would partner with planning and code enforcement to contact owners of the containers to ensure there are no safety issues.

Commissioner Ring inquired about when the storm was expecting to hit, when the City would know if there would be a mandatory evacuation, how citizens are notified, if the City is offering sand bags. PC Gualillo explained that the storm was expected to hit Tuesday morning for the coast into the afternoon and night. He also discussed that there would be an executive meeting held to determine whether or not evacuation will be necessary. He explained that citizens will be able to receive information on news channels and they should also download the JaxReady app to stay up to date on important storm information. He expressed that sandbags are in discussion, no agreement has been reached and the storm is not expected to negate sand bags.

Mayor Ford addressed the sand bags and expressed that COJ would not be giving out sand bags because there's a downside, allowing water through and making it difficult to get out. CM Gerrity shared that the City is not considering sand bags and Mayor Ford expressed he would not recommend them.

Commissioner Kelly asked about emergency contracts for debris removal. PC Gualillo explained that there have been a few classes to help train on this issue.

Additional Updates

CM Gerrity provided the following updates:

- GFL will collect Wednesday's customers on Saturday.
- City Hall will remain open Tuesday and Wednesday, staff will continue to monitor the storm.
- Explained what a potential millage rate reduction would look like, as detailed in a slide (which is attached hereto and made part of this Official Record as **Attachment A**). CM Gerrity answered questions from the Commission.
- PC Gualillo explained why the City would need to declare a State of Emergency. There was a ***CONSENSUS*** to move forward with declaring a State of Emergency at noon on August 29, 2023.
- There will be a Donner Road ribbon cutting ceremony to recognize the work of Troy Stephens, Scott Williams and, Steve Swann.
- 16th street will be carried over into the next budget.

8-28-23 Attachment A

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

DCM Hogencamp reported on this item as it related to Tropical Storm Idalia. He spoke about how citizens could receive updates leading up to, during, and after the storm. He announced that after school programs have been canceled. He also announced that

DRAFT

Recreation Department community center staff were hired by the Boys' & Girls' Club which worked out well for everyone. DCM Hogencamp answered questions from the Commission.

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

Commissioner Bole

- Expressed that he is pleased with the CM hiring decision.
- Discussed road improvements in relation to porous land.

Commissioner Ring

- Reminded everyone that DCPS closed their schools.

Mayor Ford

- Expressed that the City has a great relationship with NAS Mayport.

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

None.

7. COMMITTEE REPORTS

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

MOTION: Approve the three appointments recommended by the BMRC

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

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

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

Motion: Jessica Ring
Second: Candace Kelly

Commissioner Kelly asked if it was emphasized to the appointees that a training needs to be completed. Mayor Ford expressed that he did not recall emphasizing a trainnig.

Commissioner Ring inquired about BMRC being live streamed. Mayor Ford explained that he does not see it as a necessity and inquired about the contract. He requested that the contract be brought back for discussion.

DRAFT

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

Motion passed 5 to 0.

8. ACTION ON RESOLUTIONS

8.A. RESOLUTION NO. 23-31

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

Mayor Ford read the title of the resolution.

PCDD Askew reported on this item as detailed in a slideshow presentation (which is attached hereto and made part of this Official Record as **Attachment B**) and answered questions from the Commission.

8-28-23 Attachment B

MOTION: Approve (Resolution No.) 23-31.

Motion: Jessica Ring
Second: Bruce Bole

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

Motion passed 5 to 0.

8.B. RESOLUTION NO. 23-32

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING STAFF TO ISSUE A TASK AUTHORIZATION TO HANSON PROFESSIONAL SERVICES FOR PROFESSIONAL ENGINEERING SERVICES FOR FINAL PLANS AND OPINION OF PROBABLE CONSTRUCTION COSTS FOR SIDEWALK IMPROVEMENTS ALONG

DRAFT

STURDIVANT AVENUE AND AHERN STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ford read the title of the resolution.

PCDD Askew answered questions from the Commission.

MOTION: Approve Resolution (No.) 23-32.

Motion: Jessica Ring
Second: Bruce Bole

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

Motion passed 5 to 0.

8.C. RESOLUTION NO. 23-33
A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO THE FEDERAL FY 2022 JUSTICE ASSISTANCE GRANT PROGRAM

Mayor Ford read the title of the resolution.

PC Gualillo reported on this item as detailed in the agenda packet.

MOTION: Approve Resolution No. 23-33.

Motion: Bruce Bole
Second: Michael Waters

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

Motion passed 5 to 0.

8.D. RESOLUTION NO. 23-36

DRAFT

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

Mayor Ford read the title of the resolution.

CM Gerrity briefly reported on this item. CA Gabriel explained changes that needed to be made as follows:
The attached proposal terms in the agenda packet, the lease rate, instead of $15 per square foot, the amount is $12.50 per square foot. The CAM, instead of $5 per square foot, it's $5.54 per square foot. The total rent is $1711.67 per month and the security deposit is $1,831.48. The resolution, as stated in the agenda packet, is written to execute a contract in the amount of $20,000.04, it now needs to read in the amount of $20,600.

MOTION: Approve Resolution No. 23-36 as amended with the lease agreement.

Motion: Bruce Bole
Second: Candace Kelly

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

Motion passed 5 to 0.

8.E. 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.

Mayor Ford read the title of the resolution.

CM Gerrity and CA Gabriel reported on this item and answered questions from the Commission.

Item was deferred to the September 11, 2023 Commission meeting.

DRAFT

9. ACTION ON ORDINANCES
None.

10. MISCELLANEOUS BUSINESS
None.

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

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

- Thanked the Commission for bringing him back and working with him.
- He commented that he loved working with staff and encouraged the Commission to continue trusting them.
- Thanked the citizens for their comments and encouraged them to trust their elected officials.

Commissioner Bole

- Expressed his appreciation to CM Gerrity.

Commissioner Ring

- Expressed her appreciation to CM Gerrity.

Commissioner Waters

- Expressed his appreciation to CM Gerrity.

Mayor Ford

- Thanked CM Gerrity for his time and work here.

13. ADJOURNMENT
The meeting adjourned at 8:11 p.m.

Attest:

_____ _____
Donna L. Bartle, City Clerk Curtis Ford, Mayor

Date Approved:_____

DRAFT

Millage Rate Reduction

3.1035 mills (FY23) - 0.125 mills

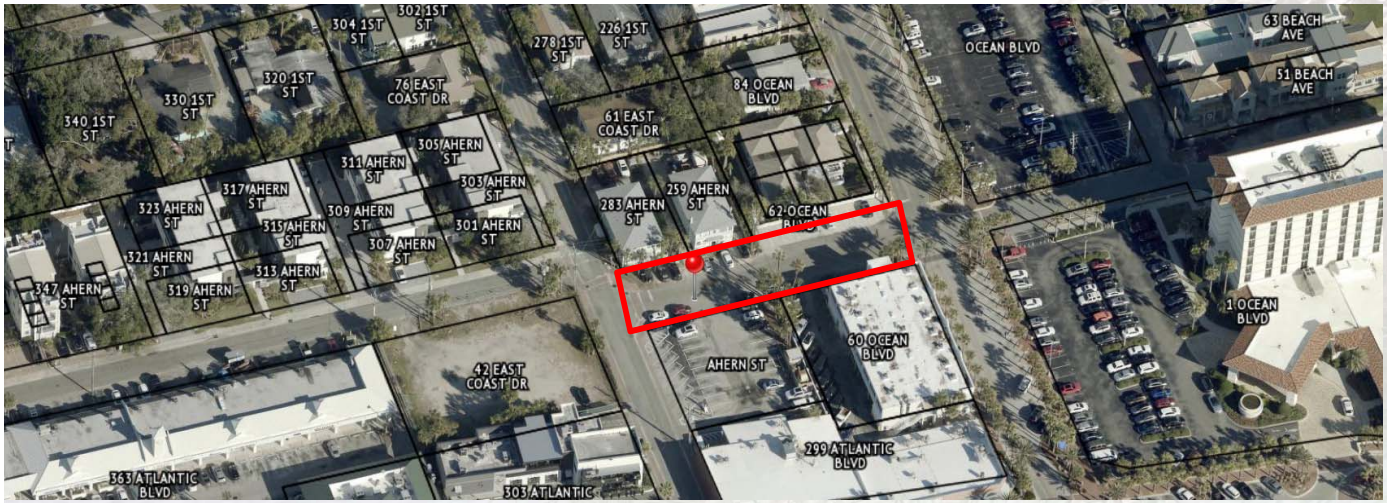
2.9785 (FY24) mills

Projected General Fund Surplus	$122,057
Electronic Message Board (Removed)	$50,000
Thermoplastic streetscape (Removed)	$50,000
Interfund Transfer (Beaches Town Center Maint.)	$48,688
Interfund Transfer (TurfBlock Parking Pad)	$50,000
Financial Impact of Millage Rate Reduction	($320,745)
Projected General Fund Surplus with 0.125 Millage Rate Reduction	**$0**

Attachment B to
8-28-23 Minutes

Ahern St – Complete Streets

(from E. Coast to Ocean Blvd.)



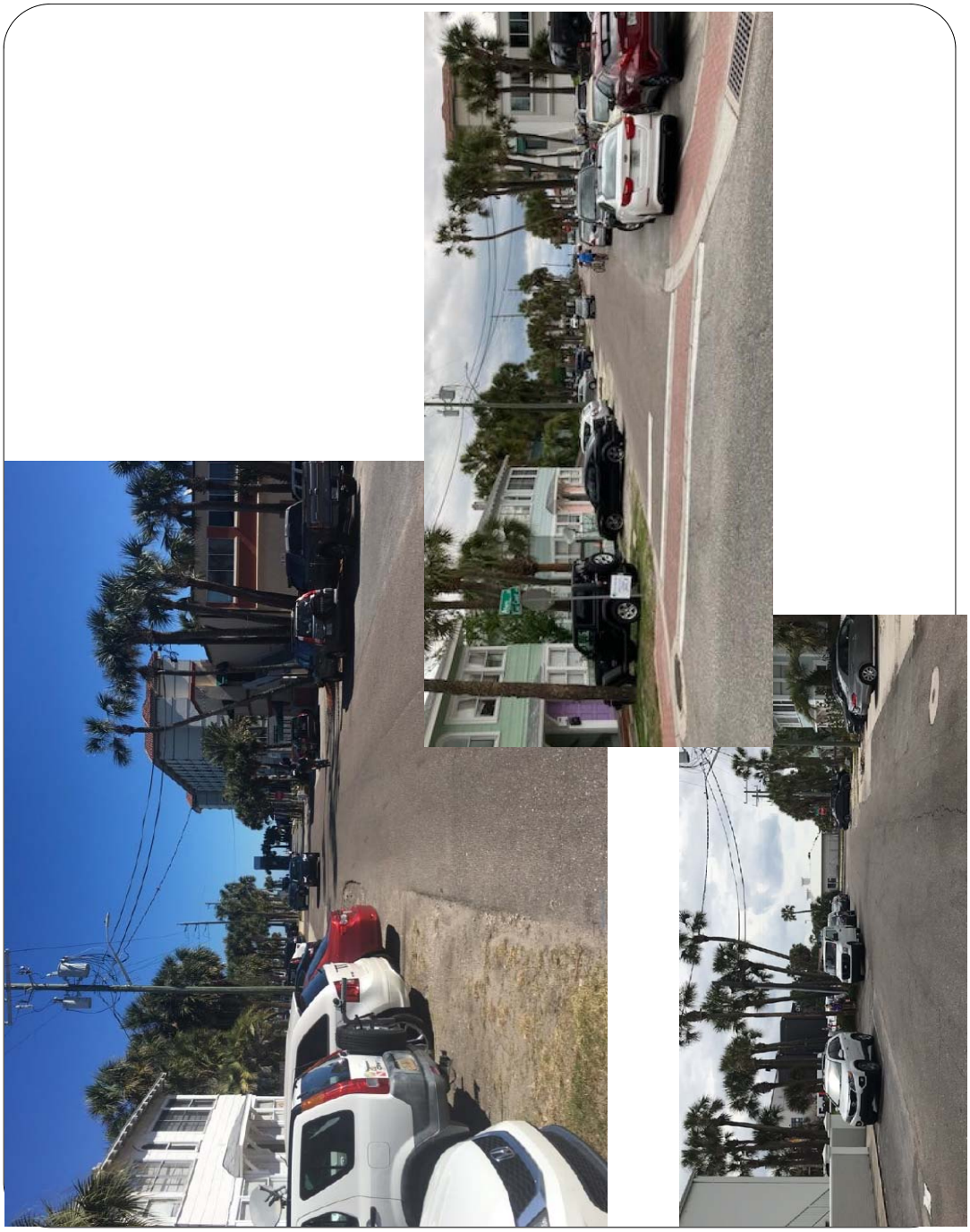
Attachment B to
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Attachment B to
8-28-23 Minutes



Complete Streets (CS)

- Is a transportation policy and design approach that requires streets to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.

- It integrates people and place in the planning, design, construction, operation, and maintenance of our transportation networks.

City of Atlantic Beach

Bicycle and Pedestrian Connectivity Plan

4n. Identified Opportunities

"Seminole to the Beach and the Beaches Town Center"

City of Atlantic Beach

Bicycle and Pedestrian Connectivity Plan

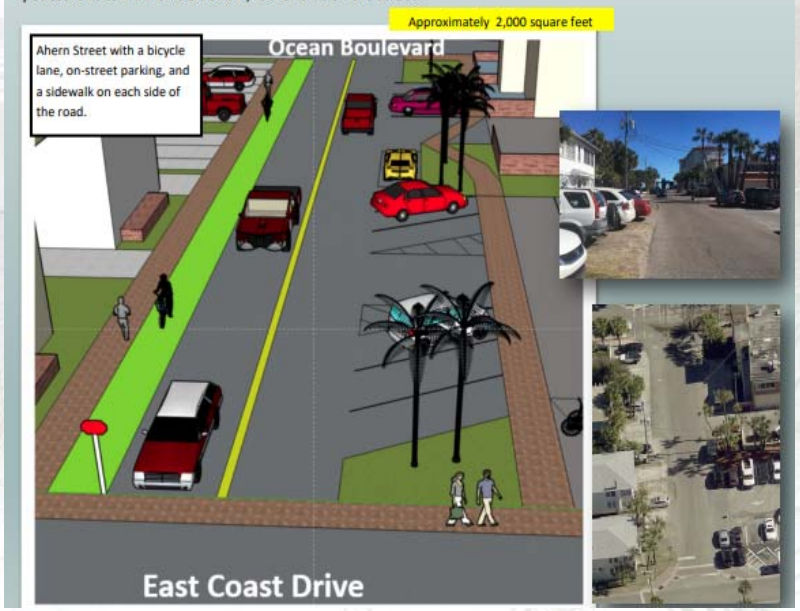
"Seminole to the Beach and Town Center"

Possible next steps (Ahern St)

1. Install "shared roadway" markings on both sides of the street. The section of Ahern Street west of East Coast Dr. is too narrow for a bike lane or paved shoulder and the existing on-street parking and development pattern makes it difficult to widen the existing sidewalk or install a shared use path.

2. Install a bike lane , paved shoulder and/or a sidewalk on the northern portion of Ahern Street, between East Coast Dr. and Ocean Blvd. This option may require reorienting on-street parking and/or additional pavement for a portion of the street. Installing a bike lane and sidewalk will separate both pedestrians and bicyclists from vehicular traffic.

3. Install a sidewalk on the southern portion of Ahern Street between East Coast Drive and Ocean Boulevard. This option would improve the "walk-ability" of this part of Town Center by allowing pedestrians to walk on a sidewalk, rather that on the street.



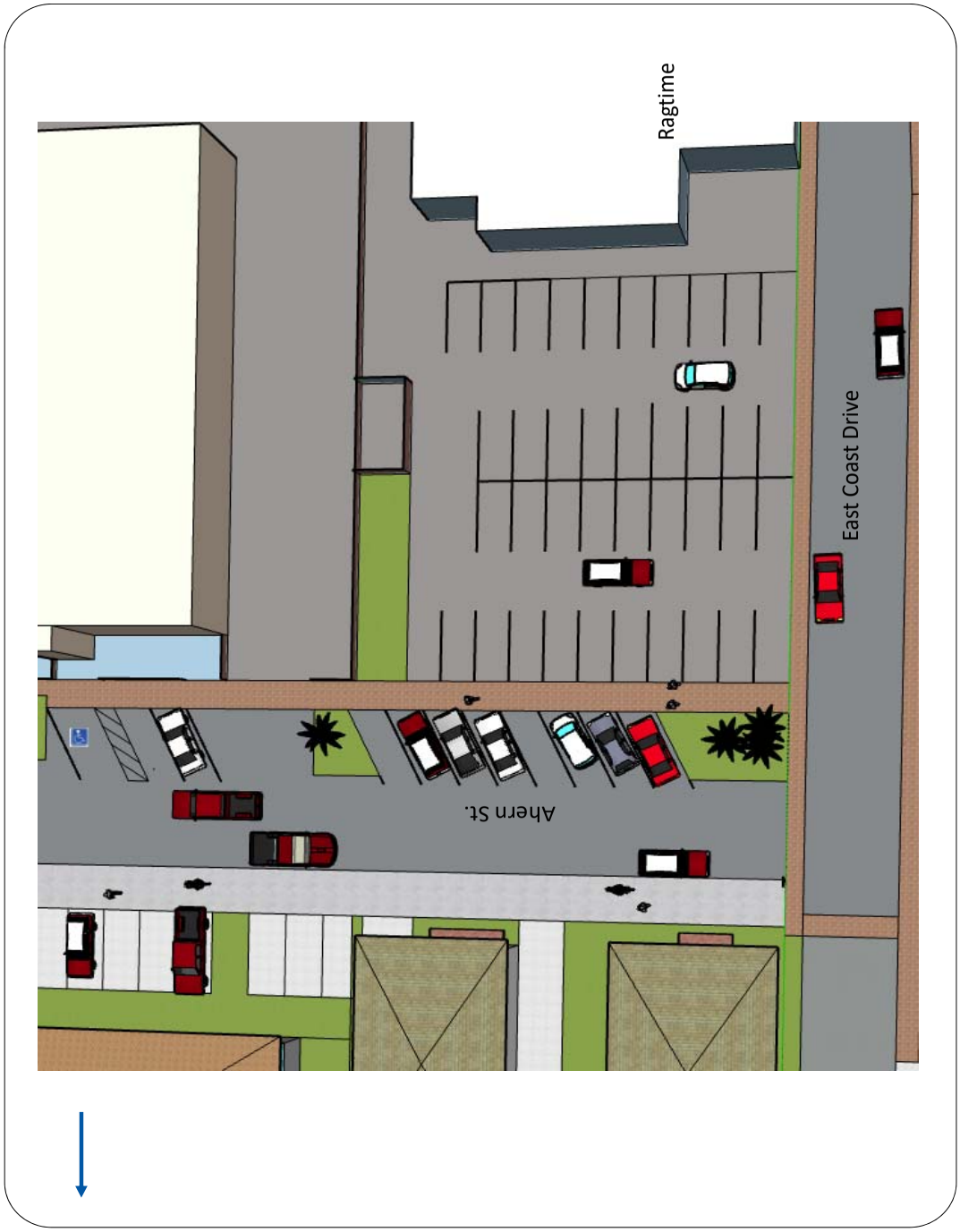
**Attachment B to
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City of Atlantic Beach

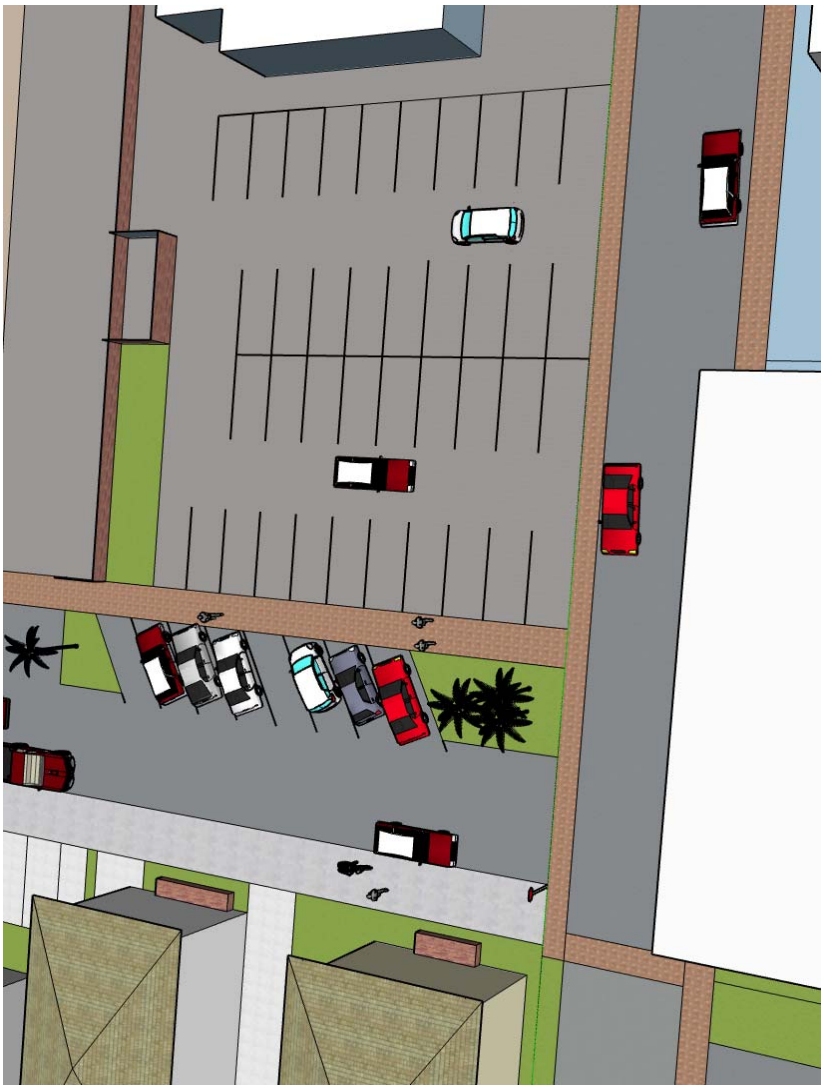
Bicycle and Pedestrian Connectivity Plan

AHERN STREET

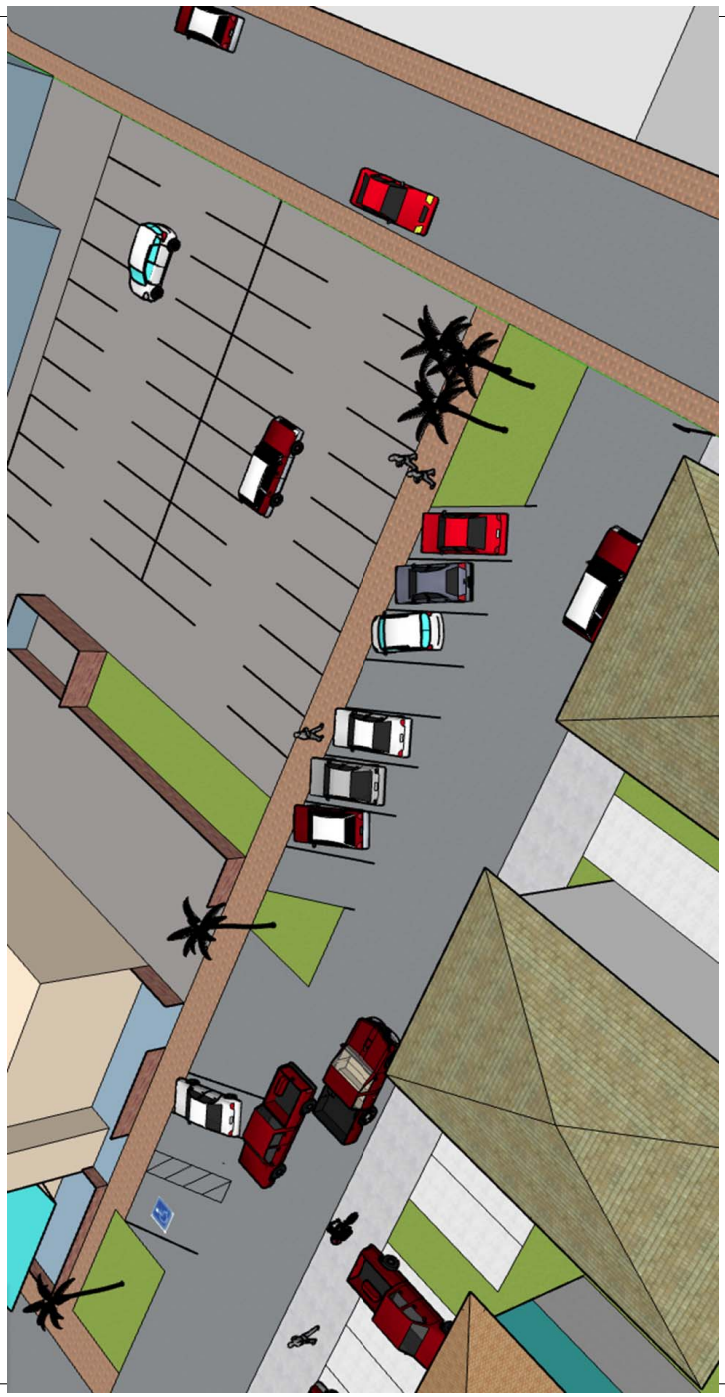
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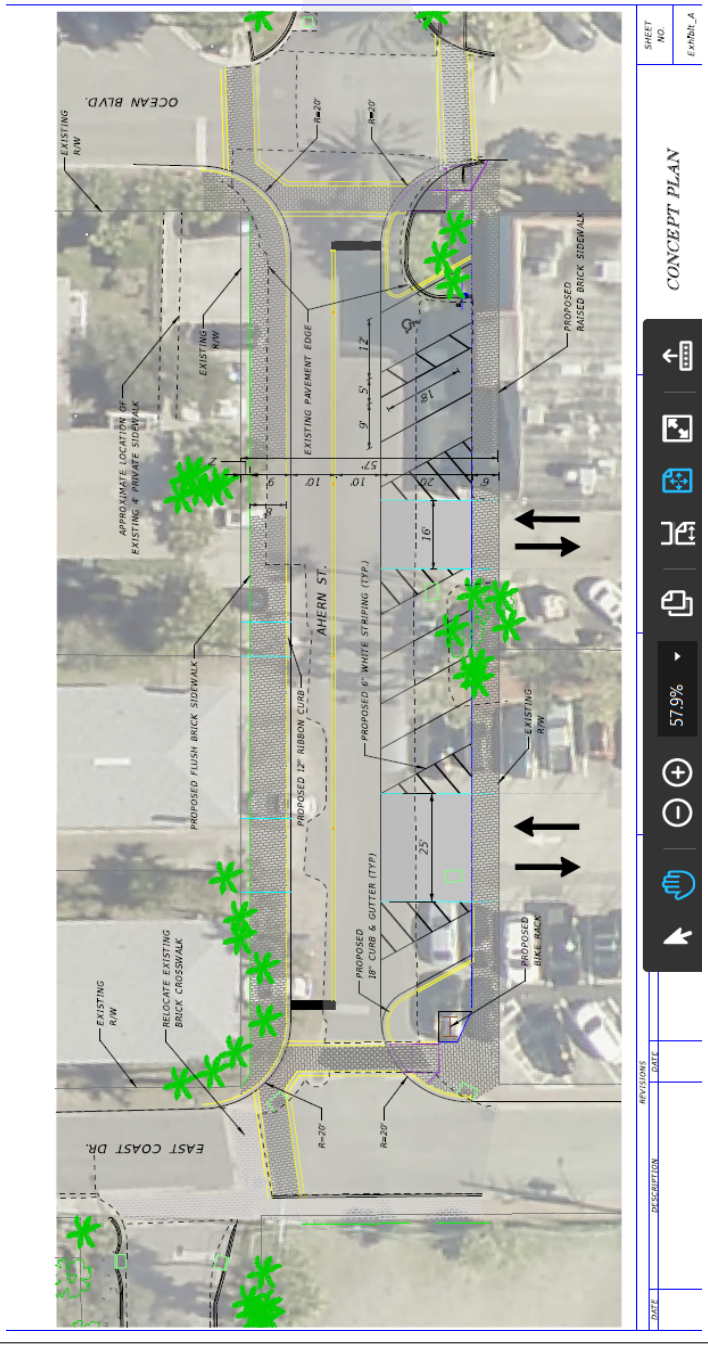
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Attachment B to
8-28-23 Minutes



Attachment B to
8-28-23 Minutes



CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

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

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

TODAY'S DATE: October 12, 2023

MEETING DATE: October 23, 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: N/A

BUDGET: None

RECOMMENDATION: Approve the 90-Day Calendar for November 2023 – January 2024

ATTACHMENT: 1) Mayor and Commission 90-Day Calendar (November 2023 – January 2024)

REVIEWED BY CITY MANAGER: Kevin L Kosmyna /Sr

MAYOR AND COMMISSION

November 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
**INVITE: Senior and City Employee Thanksgiving Luncheon November 16 · 11:30 am to 1 pm Gail Baker Center			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 Blood Drive Noon to 5 pm	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 Charter Review Committee 6 pm	30 Artisans' Faire 4 – 8 pm Adele Grage		

MAYOR AND COMMISSION

December 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2 Holiday Celebration & Tree Lighting 4 to 8 pm (Town Center)
3 Farmers Market 10 am – 2 pm	4	5	6	7 Environmental Speaker Series 6 pm (Chamber)	8	9
10 Farmers Market 10 am – 2 pm	11 Commission Meeting 6:30 pm (Invoc-Ring)	12 ARCC Meeting 6 pm	13 Tree Subcommittee Mtg 5:15 pm Environmental Committee 6 pm	14	15	16
17 Farmers Market 10 am – 2 pm Songwriters Concert 6 – 8 pm	18 Charter Review Committee 6 pm	19 CDBG Meeting 6 pm	20 Environmental Outreach Mtg 4:45 pm	21 STOP Committee 6 pm	22	23 Toy Drive 10 am (Baker Center)
24	25 **City Offices Closed**	26 **City Offices Closed**	27	28 Sustainability and Resiliency Subcommittee 9am	29	30
31						

MAYOR AND COMMISSION

January 2024

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

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Dora Drive Property Purchase – Benefit Cost Analysis

SUBMITTED BY: Steve Swann, PE, City Engineer

TODAY'S DATE: October 18, 2023

MEETING DATE: October 23, 2023

BACKGROUND: The ultimate purpose of purchasing the 2.16 acres of property on Dora Drive is to provide for the storage of stormwater runoff and reduce the depth of flooding and duration of flooding in the neighborhood roughly surrounded by Mayport Road to the west, Dutton Island Road to the north, Francis Avenue to the east and Stanley Road to the south. Stormwater runoff in this area currently flows through a drainage ditch across the Dora Drive property and enters a 15" culvert at the end of Stanley Road where it ultimately flows to the Hopkins Creek drainage ditch south of Plaza.

Historically, this area has had drainage issues, primarily due to the undersized 15" culvert that drains the neighborhood. The City is planning to upsize this culvert to provide relief through a FEMA HMGP grant that will reimburse 90% of the construction cost. The 2018 Stormwater Master Plan Update (SWMP) recommended construction of this project along with providing additional stormwater runoff storage downstream of Plaza. However, enlargement of the culvert cannot be completed until additional stormwater storage is provided so as not to add to problems we already have in the Aquatic Gardens area.

The SWMP recommended purchasing property surrounding the Aquatic Gardens pond for pond expansion, thus providing additional storage capacity. Since 2018, property prices have increased dramatically and purchasing properties around the pond may not be viable. Alternate options for providing additional storage include widening the Hopkins Creek drainage ditch by constructing sheet pile walls on both sides and/or creating additional stormwater storage upstream in the Dora Drive area.

Staff prepared a benefit cost analysis (BCA) comparing the cost of providing additional storage in Hopkins Creek to providing storage in the Dora Drive area. The BCA used actual land costs and conservative estimates of construction costs to develop rough order of magnitude costs comparing creation of storage in the Dora Drive to equivalent storage in the Hopkins Creek drainage ditch. The BCA indicated that creating stormwater runoff storage in the Hopkins Creek drainage ditch may cost as much as 1.3 times the cost of creating stormwater runoff storage in the Dora Drive area.

BUDGET: None

RECOMMENDATION: Information purposes only

ATTACHMENTS: Rough Order of Magnitude Benefit Cost Analysis

REVIEWED BY CITY MANAGER: 

Dora Drive & Hopkins Creek Stormwater Improvements

Rough Order of Magnitude Benefit - Cost Analysis

Prepared by S. Swann - 10-18-23

Dora Drive Stormwater Pond

Alternative evaluated - 1.4 Acre Pond with 24" culvert from Stanley Rd to Donner Rd

Land Acquisition	$	1,075,000	
Closing Costs & DD Estimate	$	100,000	
Pond Construction	$	1,500,000	(Jones Edmunds)
Total Land & Construction	**$**	**2,675,000**	
Effective pond area for storage =		1.1	Ac
Effective pond storage depth =		3.0	FT
Est. Stormwater Storage Volume Provided =		130,000	Cubic Feet
	or	4,815	Cubic Yards

Hopkins Creek Phase III Stormwater Improvements

Existing Ditch Storage Cross-Section =	138	Sq Ft	Avg Top 35' X Avg Btm 20' X Avg Depth 5'
Sheet Pile Storage Cross-Section =	240	Sq Ft	Avg Top 40' X Avg Btm 40' X Avg Depth 6'
Difference =	103	Sq Ft	Increase in storage capacity
Each foot of Sheet Pile Ditch increases storage by:	**3.8**	**Cubic Yard**	
Assume about 75% of Dora retention can be applied against Hopkins Creek storage due to elevation differences, therefore the Dora Dr pond replaces:	951	LF of capacity provided by sheet pile ditch improvements in Hopkins Creek	

Rough Order of Magnitude Hopkins Creek Capacity Improvement Cost

Sheet Pile Cost =	$	49	/Sq FT	(FDOT)
Sheet Pile - Sheet Length =		40	FT	(20 Foot sheets, both sides of ditch)
Sheet Pile Cost per Linear Foot =	**$**	**1,974**	**/FT**	
Channel Excavation =	$	24	/CY	(FDOT)
Excavation Cost per Linear Foot =	**$**	**91**	**/FT**	
Pedestrian Railing	**$**	**100**	**/LF**	(FDOT)
Misc - Design, Mob., Contingency, etc. (70%)	**$**	**1,515**	**/LF**	(Jones Edmunds)
Ditch Improvement Cost per Foot =	**$**	**3,680**	**/FT**	
Equivalent Dora Dr Pond Offset =	**$**	**3,500,496**		

Benefit Cost Ratio =	**1.3**	BCR >1 indicates more economical to create storage at Dora Dr than it is to create storage in Hopkins Creek

Assumption: Phase III of Aquatic Gardens drainage improvements is predicated on creating more storage capacity in the Hopkins Creek ditch system via purchasing properties north and south of the Aquatic Gardens pond (2018 Stormwater Master Plan Update). None of these properties are for sale and the purchase prices estimated in 2018 are no longer relevant. For this analysis, it was assumed that additional capacity in the Hopkins Creek ditch would be provided by widening the ditch on existing public ROW and does not require purchasing additional property

CITY OF ATLANTIC BEACH

Charter Officer Performance Evaluation

The purpose of this appraisal is to evaluate performance, pinpoint strengths and accomplishments, and provide suggestions for improvement. In conducting performance reviews, these evaluations will provide a history of performance, development and progress.

CHARTER OFFICER NAME:	**TITLE:**
REVIEW PERIOD: From: To:	**DATE OF EVALUATION:**
TYPE OF EVALUATION: ☐ **ANNUAL** ☐ **OTHER**	
DATE OF INITIAL/LAST REVIEW:	

PERFORMANCE RATINGS

Far Exceeds Requirements: Performance was consistently well beyond requirements
Exceeds Requirements: Performance consistently exceeded responsibilities, standards and objectives
Meets Requirements: Performance consistently met the majority of responsibilities, standards and objectives
Below Requirements: Performance frequently did not meet requirements
Well Below Requirements: Performance consistently fell well below requirements

SECTION 1. PERFORMANCE TASKS/STANDARDS. Please rate the ability of the Charter Officer to complete the responsibilities assigned by the Charter.

Well Below Requirements	**Below Requirements**	**Meets Requirements**	**Exceeds Requirements**	**Far Exceeds Requirements**

Comments:

SECTION 2. PERSONAL TRAITS/STANDARDS. Please rate the ability of the Charter Officer in demonstrating the following personal straits and standards: Sincere interest in the job; effectiveness in working with others; communicating with others; cooperation; and flexibility.

Well Below Requirements	**Below Requirements**	**Meets Requirements**	**Exceeds Requirements**	**Far Exceeds Requirements**

Comments:

SECTION 3. JUDGMENT AND KNOWLEDGE. Please rate the ability of the Charter Officer in demonstrating the following skills of judgment and knowledge: Recognition of problems; application of common sense; and logic and decision-making principles.				
Well Below Requirements	Below Requirements	Meets Requirements	Exceeds Requirements	Far Exceeds Requirements
Comments:				

SECTION 4. ACCOMPLISHMENTS/AREAS OF STRENGTH
Please note significant accomplishments and specific areas of strength:

SECTION 5. AREAS OF IMPROVEMENT
Please suggest areas in which improvement is needed:

OVERALL RATING BASED ON THE SCORES IN SECTIONS 1-3					
	Well Below Requirements	Below Requirements	Meets Requirements	Exceeds Requirements	Far Exceeds Requirements

Commissioner's Signature

Date

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-46 approving a new maintenance agreement between the City of Atlantic Beach, Florida, and the Florida Department of Transportation.

SUBMITTED BY: Scott Williams, Public Works Director

TODAY'S DATE: October 11, 2023

MEETING DATE: October 23, 2023

BACKGROUND: Per a longstanding agreement with FDOT, the City maintains landscaped areas on Atlantic Boulevard and portions of Mayport Road. The City also maintains certain improvements in the FDOT rights-of-way.

The proposed new Maintenance Agreement term is for three years, from Nov. 1, 2023 through Oct. 31, 2026. Under this new Agreement, the City is compensated $68,000.00 annually for providing this maintenance. This is an increase of $11,308.24 from the current contract.

RECOMMENDATION: Approve Resolution No. 23-46.

ATTACHMENTS:
1. Resolution No. 23-46
2. Proposed Maintenance Agreement

CITY MANAGER:

RESOLUTION NO. 23-46

A RESOLUTION OF THE CITY OF ATLANTIC BEACH APPROVING A NEW MAINTENANCE AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2001, the City executed an agreement with the Florida Department of Transportation to provide maintenance on certain streets and other areas throughout the city; and

WHEREAS, the City desires to continue to maintain landscaped areas on Atlantic Boulevard and portions of Mayport Road; and

WHEREAS, areas to be maintained are identified in Exhibit "A" of the New Maintenance Agreement; and

WHEREAS, the new Maintenance Agreement term is November 1, 2023, through October 31, 2026, with the City being compensated $68,000.00 per year for providing this maintenance.

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

SECTION 1. The City Commission hereby authorizes a new Maintenance Agreement, which is attached hereto and made part of this Official Record as Attachment A, with the Florida Department of Transportation, covering the period of November 1, 2023, through October 31, 2026.

SECTION 2. The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of October, 2023.

_____
Curtis Ford, Mayor

ATTEST

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

Attachment A

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and **City of Atlantic Beach**, Florida ("Agency").

-RECITALS-

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and

2. The Agency desires to construct or install various improvements in order to improve the aesthetic appearance of the Property, including _____N/A_____ (collectively "Improvements"); and

3. The Agency desires to assume the maintenance responsibilities of the Property and all Improvements; and

4. The Property is within or adjacent to the corporate limits of the Agency; and

5. The Department is amenable to the Agency's desires and will compensate the Agency for their maintenance efforts pursuant to Section 335.055, Florida Statutes, and in accordance with the terms and conditions of this Agreement; and

6. The Agency will be compensated quarterly at such time as Agency provides a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities required by the terms and conditions of this Agreement; and

7. The Agency, by Resolution No. _____ dated _____, attached as Exhibit "C", authorizes its officers to enter this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS
The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE
The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM
The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on **11/1/2023.**

4. E-VERIFY
The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
(B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, Duval County, Florida and other local governmental entities ("Governmental Law").

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-I, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property or Improvements has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall, at a minimum, maintain all turf and landscaped areas within the Property, including, without limitation, by performing the following:

(1) Routinely mow, cut and trim all grass and turf-(total greenscape) a minimum of 1 time per calendar month, as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees a minimum of 1 time per calendar month, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants a minimum of 1 time per calendar month; and

(4) Routinely keep litter removed from the Property a minimum of 1 time per calendar month; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters a minimum of 3 times per year on a 4-month cycle, i.e., March, July, October; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters a minimum of 1 time per calendar month.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, shall: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Standard Plans, Index 102-600; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property or Improvements if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees, and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

A. The Department shall compensate the Agency for the performance of this Agreement in the amount of **$17,000.00 per quarter** for a total sum of **$68,000.00 per year**. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement, upon the Department's written acceptance of the Agency's completion of the quarterly maintenance responsibilities by the Department. The Department shall suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

B. Prior to each quarterly payment, the Agency shall provide a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the quarterly maintenance responsibilities in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables of the maintenance responsibilities established in Paragraph 6(B)(1-7), above, as required by the terms and conditions of this Agreement.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation

and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from times to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attn.: Maintenance Manager/Contracts
2198 Edison Avenue
Jacksonville, Florida 32204

Agency: City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever

waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL
The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

22. ASSIGNMENT
The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

23. THIRD PARTY BENEFICIARIES
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT
Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

25. ENTIRE AGREEMENT
This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. SUFFICIENCY OF CONSIDERATION
By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER
The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION
No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS
Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

30. SEVERANCE
If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this

Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

31. COMPUTATION OF TIME
In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT
A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

33. VENDOR OMBUDSMAN
A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

34. ANNUAL APPROPRIATION / FUNDING
Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS
Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement,

Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages, exclusive of exhibits.

Florida Department of Transportation

By: _____

Printed Name: Greg Evans

Title: District Secretary

Date: _____

Attest:

By: _____

Printed Name: Elizabeth Engle

Title: Executive Secretary

Date: _____

Legal Review:
By: _____
Office of the General Counsel
Florida Department of Transportation

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SIGNATURES ON FOLLOWING PAGE

Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"

(City of Atlantic Beach)

MAINTENANCE LOCATIONS

State Road No.	Street Name	From	To	Litter Removal (acre)	Intermediate Machine Mowing (acre)	Small Machine Mowing (acre)	Slope Mowing (acre)	Mechanical Sweeping (mile)	Tree Trimming (mile) - Report MH	Storm Water Management (acre)	Curb/Sidewalk Edging (mile)
				541	484	485	482	543	492	498	545
10	Atlantic Blvd.	East of Intracoastal Waterway Bridge	3rd St.	6.83		4.91	0.78	10.20	0.50		9.09
101	Mayport Rd.	Atlantic Blvd.	Assisi Rd.	4.59		3.82		6.70	0.50		12.68
101	Mayport Rd.	Ditch @ Saratoga Cir. So.		1.07	0.50		2.00			4.80	
101	Mayport Rd.	Ditch @ Fleet Landing Blvd.		0.63	0.30		0.30			9.36	
	4th & 5th St.	Retention Pond "B" off Mayport Rd.		1.30		0.78	0.30			3.50	
	@ Begonia	Retention Pond "C" off Atlantic Blvd.		0.67		0.56				2.75	
101	Mayport Rd.	Pond # 3 @ Hess Station		0.60		0.34	0.26				
101	off Mayport Rd.	Robert St.	Dudley St.	0.27			0.24				
			Totals	15.96	0.80	10.41	3.88	16.90	1.00	20.41	21.77
			Cycles Per Year	**12**	**9**	**9**	**4**	**12**	**1**	**4**	**3**
			Total Qty's. Per Year	**191.52**	**7.20**	**93.69**	**15.52**	**202.80**			**65.31**
			Quarterly Totals	47.88	1.80	23.42	3.88	50.70			16.33
			Unit Cost	$12.42	$72.80	$103.50	$201.25	$43.58			$489.00
			Total Cost Per Year	$2,378.68	$524.16	$9,696.92	$3,123.40	$8,838.02	$2,045.09	$9,457.14	$31,936.59
										Overall Yearly Cost	**$68,000.00**
										Quarterly Amount	$17,000.00

EXHIBIT "B"

(MAINTENANCE ACTIVITIES CHART)

Activity Number	Activity Title	Activity Description
482	Slope Mowing	Grass, brush and weed cutting along slopes too steep t safely mow or are inaccessible for conventional mowing tractors.
484	Intermediate Machine Mowing	The intermediate machine mowing of areas (using mowers greater than (40") and less than (7') too difficult to mow with larger mowers and not practical for small mowers.
485	Small Machine Mowing	Mowing the roadside with small hand or riding mowers having a cutting width of 40 inches or less.
492	Tree Trimming	The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under activity 487). To include the chipping and/or removal of all debris from work site.
498	Storm Water Management	All efforts required to maintain Surface/Storm Water Management Systems functioning as designed and permitted. Efforts include but are not limited to mowing, litter removal, chemical or manual weed control, etc. Generally, work will be confined to the permitted retention/detention areas however, other systems may be included.
541	Roadside Litter Removal	Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
543	Road Sweeping - Mechanical	Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
545	Edging and Sweeping	Removal of vegetation and debris from the curb, gutter and sidewalk.

Agreement #: **Quarterly Billing Period:**

Work Activity Number	Unit of Measure	Units Completed	Completion Date	Completion Date	Completion Date
482	Acres				
484	Acres				
485	Acres				
492	Mile/Manhours				
498	Acres				
541	Acres				
543	Curb Mile				
545	Miles				

EXHIBIT "C"

(RESOLUTION)

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-48 authorizing COAB Participation in the State of Florida Mutual Aid Agreement 2023

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: October 10, 2023

MEETING DATE: October 23, 2023

BACKGROUND: The State of Florida's Division of Emergency Management has historically executed Mutual Aid Agreements with county governments within the state to facilitate sharing of resources during responses to emergencies and disasters. When those counties have coordinated resources from other jurisdictions to respond as part of a county or regional Emergency Management Team, all jurisdictions operate under a Mutual Aid Agreement signed only by that County. The State of Florida now wishes to obtain Mutual Aid Agreements for all jurisdictions who agree to participate in cooperation with each other and the State during response to disasters.

Signing this agreement clarifies the rights and responsibilities of the COAB when requesting or providing assistance during a disaster or emergency.

RECOMMENDATION: Approve Resolution No. 23-48

BUDGET: N/A

ATTACHMENTS: 1. Resolution No. 23-48
2. Statewide Mutual Aid Agreement 2023

CITY MANAGER:

RESOLUTION NO. 23-48

A RESOLUTION OF THE CITY OF ATLANTIC BEACH AUTHORIZING THE MAYOR TO SIGN THE STATE OF FLORIDA MUTUAL AID AGREEMENT 2023

WHEREAS, The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government; and

WHEREAS, such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide; and

WHEREAS, The Emergency Management Act, Chapter 252, Florida Statutes, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, Pursuant to Chapter 252.32, Florida Statutes, the Florida Division of Emergency Management renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities; and

WHEREAS, Pursuant to Chapter 252, Florida Statutes, the Florida Division of Emergency Management has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed; and

WHEREAS, The City of Atlantic Beach finds it valuable and essential to participate in mutual cooperation with other jurisdictions and the State of Florida's Division of Emergency Management during times of disaster;

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

SECTION 1. The Mayor is hereby authorized to execute the Statewide Mutual Aid Agreement 2023 with the Florida Department of Emergency Management; and

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption and will continue in effect for one (1) year from its date of execution, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of October, 2023.

ATTEST

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are nc conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie**, *Executive Director*

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

County Attorney

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-47 authorizing the renewal of Employee Health Insurance and Other City-provided and Voluntary Benefits

SUBMITTED BY: Cathy Varian, Human Resources Director

TODAY'S DATE: October 18, 2023

MEETING DATE: October 23, 2023

BACKGROUND: The City uses CIGNA for employee health insurance and is satisfied with the products and customer service. For the plan year beginning January 1, 2024, our insurance broker, Gallagher, negotiated with CIGNA to reduce increase in rates from more than 15% to 8.7% for the same coverage plus the inclusion of medical weight loss coverage. The City had included an increase of 10% in the approved budget.

The City also pays for basic life insurance for all employees and a robust Employee Assistance Program. We will have a 3.8% increase in EAP coverage and an 8% reduction in premiums for City-funded life insurance.

Gallagher negotiated the same rates for the following voluntary benefit providers, which are paid 100% by the employee:

- Dental: Sunlife DHMO and PPO
- Vision: Humana
- Supplemental Life: Standard

Our short-term and long-term disability coverage, also paid 100% by the employee, are both increasing slightly, at 13.8% and 8.8%, respectively.

The City offers four supplemental plans through AFLAC, which is discontinuing offering group plans. Gallagher went out to market for us and negotiated an offering from Standard (which provides our basic and voluntary life insurance) with increased benefits and mostly reduced premiums. These are popular plans among our employees.

BUDGET: A slight savings from what was budgeted, assuming the same employee participation rates.

RECOMMENDATION: Approve Resolution 23-47

.

ATTACHMENT: Resolution No. 23-47

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 23-47

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, APPROVING EMPLOYEE HEALTH INSURANCE BENEFITS DELINEATED IN EXHIBIT A FOR THE PLAN YEAR BEGINNING JANUARY 1, 2024, INCLUDING THE FOLLOWING: BENEFITS PROVIDED TO CITY EMPLOYEES AND THEIR FAMILIES THROUGH CIGNA, LIFE INSURANCE AND EMPLOYEE ASSISTANCE PLAN BENEFITS PROVIDED BY THE CITY AT NO COST TO EMPLOYEES, AND OTHER INSURANCE COVERAGE OFFERED TO EMPLOYEES AT THEIR EXPENSE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Atlantic Beach seeks to provide the most cost-efficient and effective health benefits for employees and their families;

WHEREAS, the City of Atlantic Beach pays for a substantial portion of the health insurance for employees; and

WHEREAS, the City of Atlantic Beach desires to continue to utilize CIGNA as its health care provider as delineated in Exhibit A; and

WHEREAS, the City also desires to provide life insurance and employee assistance plan benefits at no cost to employees as delineated in Exhibit A; and;

WHEREAS, the City also desires to provide employees the option of participating in other insurance coverage, to include dental, vision, short-term and long-term disability, supplemental life, as well as several supplemental policies, all at their own expense, as delineated in Exhibit A; and

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

SECTION 1. The City Commission hereby approves health care insurance benefits delineated in Exhibit A for the plan year beginning January 1, 2024, including the following: Benefits provided to City employees and their families through CIGNA; life insurance and employee benefits provided by the city at no cost to employees; and other insurance coverage offered to employees at their expense.

SECTION 2. The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

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

PASSED AND ADOPTED by the City of Atlantic Beach, this 23rd day of October, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

EXHIBIT A



Selected Rates and PLans for:

City of Atlantic Beach

Effective Date: 01/01/2024

Gallagher

Insurance | Risk Management | Consulting

CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

Gallagher
Insurance | Risk Management | Consulting

Renewal Summary

Effective: 01/01/2024

Medical, Stop Loss, Dental, Vision & EAP

Coverage	Carrier	AM Best Rating	Renewal Action	Gallagher Compensation
Medical	CIGNA	A	7%; 8.7% if adding weight loss meds	Consultant Fee
Dental	Sun Life	A+	Flat	Consultant Fee
Vision	Humana	A-	Flat	Consultant Fee
EAP	Health Advocate	*	3.8% Increase	Consultant Fee
		*		

*While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Ancillary

Coverage	Carrier	AM Best Rating	Renewal Action	Gallagher Compensation
Life/AD&D	Standard	A	Flat	Consultant Fee
Vol Life/AD&D	Standard	A	Flat	Consultant Fee
STD	Sun Life	A+	13.8% Increase	Consultant Fee
LTD	Sun Life	A+	8.8% Increase	Consultant Fee
Vol. Worksite	AFLAC		Plans Changing - Pending	
			CONSULTANT FEE FOR ALL LINES	$48,000/YEAR

A. M. Best's Rating Scale

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories

FSC I	Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to 2,000	FSC X	500,000	to	750,000
FSC III	2,000	to 5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to 10,000	FSX XII	1,000,000	to	1,250,000
FSC V	10,000	to 25,000	FSX XIII	1,250,000	to	1,500,000
FSC VI	25,000	to 50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to 100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to 250,000	(in $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)			

Best's Insurance Reports, published annually by A. M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

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Selected Renewal and Marketing Decisions

Gallagher
Insurance | Risk Management | Consulting

Effective: 10/01/2022

Selected On: 10/24/2022

Coverage	Selected Carrier	Renewal Action	Comments
Medical	CIGNA	8.7% Increase	Plans will include weight loss medications.
Dental	Sun Life	Flat	
Life / AD&D	Standard	8% Decrease in Life	Decreased as part of package deal by adding Standard Voluntary Benefits
Vol Life / AD&D	Standard	Flat	
STD	Sun Life	13.8% Increase	
LTD	Sun Life	8.8% Increase	
Vision	Humana	Flat	
FSA	MedCom	Flat	
COBRA	MedCom	Flat	
EAP	Health Advocate	3.8% Increase	
Accident	Standard	Changed Carriers	Moved from AFLAC; Current plans being eliminated and changed to new plans.
Critical Illness	Standard	Changed Carriers	Moved from AFLAC; Current plans being eliminated and changed to new plans.
Hospital Indemnity	Standard	Changed Carriers	Moved from AFLAC; Current plans being eliminated and changed to new plans.

Additional Decisions / Changes

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

Medical Financial Comparison

Gallagher
Insurance | Risk Management | Consulting

		Current	Renewal	SELECTED - Proposal 1 Current Plans w/Weight Loss Meds
High Plan		CIGNA		CIGNA
		OAP Advantage A Plan		OAP Advantage A Plan
Deductible (Individual / Family)		$2,000 / $4,000		$2,000 / $4,000
Coinsurance (Carrier / Member)		70% / 30%		70% / 30%
Out of Pocket Maximum (Individual / Family)		$6,000 / $12,000		$6,000 / $12,000
PCP / Specialist		$30 / $60		$30 / $60
Inpatient Hospital		CYD + 30%		CYD + 30%
Rx (Retail 30-day supply)		$10 / $35 / $60		$10 / $35 / $60
EE Tiers / Headcounts / Rates	*EEs*			
Employee Only	4	$777.11	$831.48	$844.75
Employee + Spouse	1	$1,853.88	$1,983.59	$2,015.24
Employee + Child(ren)	0	$1,432.53	$1,532.76	$1,557.22
Employee + Family	0	$2,431.30	$2,601.41	$2,642.92
Monthly Premium	5	$4,962	$5,310	$5,394
Yearly Premium		$59,548	$63,714	$64,731
Yearly Difference ($)			$4,166	$5,183
Yearly Difference (%)			7.0%	8.7%
Mid Plan		OAPIN Advantage A Plan 500		OAPIN Advantage A Plan 500
Deductible (Individual / Family)		$500 / $1,000		$500 / $1,000
Coinsurance (Carrier / Member)		90% / 10%		90% / 10%
Out of Pocket Maximum (Individual / Family)		$4,000 / $8,000		$4,000 / $8,000
PCP / Specialist		$25 / $50		$25 / $50
Inpatient Hospital		CYD + 10%		CYD + 10%
Rx (Retail 30-day supply)		$10 / $35 / $70		$10 / $35 / $70
Rates	*EEs*			
Employee Only	31	$880.50	$942.13	$957.22
Employee + Spouse	9	$2,099.96	$2,246.98	$2,282.94
Employee + Child(ren)	6	$1,622.79	$1,736.40	$1,764.19
Employee + Family	5	$2,753.87	$2,946.67	$2,993.83
Monthly Premium	51	$69,701	$74,581	$75,775
Yearly Premium		$836,415	$894,967	$909,295
Yearly Difference ($)			$58,552	$72,880
Yearly Difference (%)			7.0%	8.7%
Core Plan		OAPIN Advantage A Plan 2000		OAPIN Advantage A Plan 2000
Deductible (Individual / Family)		$2,000 / $4,000		$2,000 / $4,000
Coinsurance (Carrier / Member)		80% / 20%		80% / 20%
Out of Pocket Maximum (Individual / Family)		$5,500 / $11,000		$5,500 / $11,000
PCP / Specialist		$30 / $60		$30 / $60
Inpatient Hospital		CYD + 20%		CYD + 20%
Rx (Retail 30-day supply)		$10 / $35 / $70		$10 / $35 / $70
Rates	*EEs*			
Employee Only	35	$782.11	$836.84	$850.15
Employee + Spouse	8	$1,865.73	$1,996.29	$2,028.04
Employee + Child(ren)	8	$1,441.68	$1,542.57	$1,567.10
Employee + Family	1	$2,446.83	$2,618.06	$2,659.69
Monthly Premium	52	$56,280	$60,218	$61,176
Yearly Premium		$675,360	$722,620	$734,113
Yearly Difference ($)			$47,261	$58,753
Yearly Difference (%)			7.0%	8.7%
ALL PLANS TOTAL		**Current**	**Renewal**	**Proposal 1**
Total Monthly Premium	108	$130,944	$140,108	$142,345
Total Yearly Premium		$1,571,322	$1,681,301	$1,708,138
Total Yearly Difference ($)			$109,979	$136,816
Total Yearly Difference (%)			7.0%	8.7%
Wellness Subsidy		$5,000		$5,000

All rates subject to change based on final enrollment, contribution and underwriting.

This is a summary of <u>in-network benefits only</u> and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

Headcounts per 1/1/24 Renewal.

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Medical - Employer / Employee Monthly Contribution Comparison - Proposal 1
(Keeping Employer % Contributions the Same)

		Current					Proposal 1 Renewal with Weight Loss Medications				
		CIGNA					CIGNA				
		OAP Advantage A Plan					OAP Advantage A Plan				
High Plan	Emp	Monthly Rate	Monthly Employee ($)	EE Per PP Contribution	Monthly Employer ($)	Employer (%)	Monthly Rate	Monthly Employee ($)	EE Per PP Contribution	Monthly Employer ($)	Employer (%)
Employee Only	4	$777.11	$163.19	$81.60	$613.92	79.0%	$844.75	$177.40	$88.70	$667.35	79.0%
Employee + Spouse	1	$1,853.88	$593.24	$296.62	$1,260.64	68.0%	$2,015.24	$644.88	$322.44	$1,370.36	68.0%
Employee + Child(ren)	0	$1,432.53	$429.76	$214.88	$1,002.77	70.0%	$1,557.22	$467.17	$233.58	$1,090.05	70.0%
Employee + Family	0	$2,431.30	$850.96	$425.48	$1,580.35	65.0%	$2,642.92	$925.02	$462.51	$1,717.90	65.0%
Monthly Contribution	5	**$4,962**	**$1,246**		**$3,716**	74.9%	**$5,394**	**$1,354**		**$4,040**	74.9%
Yearly Contribution		**$59,548**	**$14,952**		**$44,596**		**$64,731**	**$16,254**		**$48,477**	
Yearly Difference ($)		N/A					$5,183	$1,301		$3,882	
Yearly Difference (%)							8.7%	8.7%		8.7%	
		OAPIN Advantage A Plan 500					OAPIN Advantage A Plan 500				
Mid Plan	Emp	Monthly Rate	Monthly Employee ($)	EE Per PP Contribution	Monthly Employer ($)	Employer (%)	Monthly Rate	Monthly Employee ($)	EE Per PP Contribution	Monthly Employer ($)	Employer (%)
Employee Only	31	$880.50	$123.27	$61.64	$757.23	86.0%	$957.22	$134.01	$67.01	$823.21	86.0%
Employee + Spouse	9	$2,099.96	$545.99	$272.99	$1,553.97	74.0%	$2,282.94	$593.56	$296.78	$1,689.38	74.0%
Employee + Child(ren)	6	$1,622.79	$373.24	$186.62	$1,249.55	77.0%	$1,764.19	$405.76	$202.88	$1,358.43	77.0%
Employee + Family	5	$2,753.87	$771.08	$385.54	$1,982.79	72.0%	$2,993.83	$838.27	$419.14	$2,155.56	72.0%
Monthly Contribution	51	**$69,701**	**$14,830**		**$54,871**	78.7%	**$75,775**	**$16,122**		**$59,652**	78.7%
Yearly Contribution		**$836,415**	**$177,962**		**$658,453**		**$909,295**	**$193,468**		**$715,827**	
Yearly Difference ($)		N/A					$72,880	$15,507		$57,374	
Yearly Difference (%)							8.7%	8.7%		8.7%	
		OAPIN Advantage A Plan 2000					OAPIN Advantage A Plan 2000				
Core Plan	Emp	Monthly Rate	Monthly Employee ($)	EE Per PP Contribution	Monthly Employer ($)	Employer (%)	Monthly Rate	Monthly Employee ($)	EE Per PP Contribution	Monthly Employer ($)	Employer (%)
Employee Only	35	$782.11	$31.28	$15.64	$750.83	96.0%	$850.15	$34.01	$17.00	$816.14	96.0%
Employee + Spouse	8	$1,865.73	$410.46	$205.23	$1,455.27	78.0%	$2,028.04	$446.17	$223.08	$1,581.87	78.0%
Employee + Child(ren)	8	$1,441.68	$259.50	$129.75	$1,182.18	82.0%	$1,567.10	$282.08	$141.04	$1,285.02	82.0%
Employee + Family	1	$2,446.83	$611.71	$305.85	$1,835.12	75.0%	$2,659.69	$664.92	$332.46	$1,994.77	75.0%
Monthly Contribution	52	**$56,280**	**$7,066**		**$49,214**	87.4%	**$61,176**	**$7,681**		**$53,495**	87.4%
Yearly Contribution		**$675,360**	**$84,796**		**$590,563**		**$734,113**	**$92,173**		**$641,939**	
Yearly Difference ($)		N/A					$58,753	$7,377		$51,376	
Yearly Difference (%)							8.7%	8.7%		8.7%	
Plan Totals	Emp	Monthly Rate	Monthly Employee ($)		Monthly Employer ($)	Employer (%)	Monthly Rate	Monthly Employee ($)		Monthly Employer ($)	Employer (%)
Total Monthly Contribution (All Plans)	108	**$130,944**	**$23,143**		**$107,801**	82.3%	**$142,345**	**$25,158**		**$117,187**	82.3%
Total Yearly Contribution (All Plans)		**$1,571,322**	**$277,710**		**$1,293,612**		**$1,708,138**	**$301,895**		**$1,406,243**	
Total Yearly Difference ($)		N/A					$136,816	$24,185		$112,631	
Total Yearly Difference (%)							8.7%	8.7%		8.7%	
Total Employer Yearly Contribution					**$1,293,612**					**$1,406,243**	

Headcounts per 1/1/24 Renewal.
All rates subject to change based on final enrollment, contribution and underwriting.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Medical HMO Copay Plans - Core and Mid Plans

CORE AND MID HMO PLANS	Current / Selected Renewal CIGNA - Core Plan OAPIN Advantage A Plan 2000 In-Network Only	Current / Selected Renewal CIGNA - Mid Plan OAPIN Advantage A Plan 500 In-Network Only
Plan/Calendar Year Deductible (PYD/CYD)		
Individual	$2,000	$500
Family Aggregate	$4,000	$1,000
Coinsurance (Carrier / Member)	80% / 20%	90% / 10%
Out-of-Pocket Maximum (includes Deductible, Coinsurance, Rx and Copays)		
Individual	$5,500	$4,000
Family Aggregate	$11,000	$8,000
Office Services		
Telemedicine [1]	$10	$10
Primary Care Physician (PCP)	$30	$25
Specialist	$60	$50
Hospital / Surgical / Emergency Care		
Urgent Care	$50	$50
Emergency Room & Facilities	$300	$150
Outpatient Hospital (per visit)	CYD + 20%	CYD + 10%
Inpatient Hospital (per admission)	CYD + 20%	CYD + 10%
Prescriptions (Tiered Program)	Weight Loss Medsd Included	Weight Loss Meds Included
Retail (30-day supply)	$10 / $35 / $70	$10 / $35 / $70
Specialty (30-day supply)	$10 / $35 / $70	$10 / $35 / $70
Mail Order (90-day supply)	$25 / $88 / $175	$25 / $88 / $175
Preventive Health [2]		
Well Child Routine Adult Physical Exams Well Woman Exam (e.g., annual GYN)	PCP: $0 Specialist: $0	PCP: $0 Specialist: $0
Mammogram	Covered 100%	Covered 100%
Colonoscopy	Covered 100%	Covered 100%
Services at Independent Diagnostic Facilities		
Independent Clinical Lab (e.g., Blood Work) - Including if physician sends it out to a lab	Covered 100%	Covered 100%
Diagnostic Services (e.g., X-rays, EKGs)	$250	$250
Advanced Imaging Services (e.g., MRI, CAT, PET)	Covered 100%	Covered 100%
Mental Health / Substance Abuse		
Outpatient Office Visit	$60	$50
Inpatient Admission	CYD + 20%	CYD + 10%

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

[1] Telemedicine refers to telehealth calls or video calls with a telehealth provider (e.g., Teladoc, MDNow, AmWell, Doctor on Demand, HealthiestYou). This differs from Virtual Visits, which is s remote visit with a member's PCP or specialist and the cost for Virtual Visits can vary by physician. Virtual Visits to out of network providers are typically not covered.

[2] Frequency limitations, age restrictions and preventive medical coding apply for it to be considered routine coverage.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Medical PPO - High Plan

High Plan	Current / Renewal CIGNA OAP Advantage A Plan	
	In-Network	Out-of-Network
Plan/Calendar Year Deductible (PYD/CYD)		
Individual	$2,000	$4,500
Family Aggregate	$4,000	$9,000
Coinsurance (Carrier / Member)	70% / 30%	50% / 50%
Out-of-Pocket Maximum (includes Deductible, Coinsurance, Rx and Copays)		
Individual	$6,000	$6,250
Family Aggregate	$12,000	$12,500
Office Services		
Telemedicine [1]	$10	N/A
Primary Care Physician (PCP)	$30	CYD + 50%
Specialist	$60	CYD + 50%
Hospital / Surgical / Emergency Care		
Urgent Care	$75	CYD + 50%
Emergency Room & Facilities	$350	$350
Outpatient Hospital (per visit)	CYD + 30%	CYD + 50%
Inpatient Hospital (per admission)	CYD + 30%	CYD + 50%
Prescriptions (Tiered Program)	Weight Loss Medications Included	
Retail (30-day supply)	$10 / $35 / $60	50%
Specialty (30-day supply)	$10 / $35 / $60	50%
Mail Order (90-day supply)	$25 / $88 / $150	50%
Preventive Health [2]		
Well Child Routine Adult Physical Exams Well Woman Exam (e.g., annual GYN) Mammogram Colonoscopy	Covered 100%	PCP or Spec Birth - Age 15: 50% Age 16 and older: CYD + 50%
Services at Independent Diagnostic Facilities		
Independent Clinical Lab (e.g., Blood Work) - Including if physician sends it out to a lab	Covered 100%	CYD + 50%
Diagnostic Services (e.g., X-rays, EKGs)	$200	CYD + 50%
Advanced Imaging Services (e.g., MRI, CAT, PET)	Covered 100%	CYD + 50%
Mental Health / Substance Abuse		
Outpatient Office Visit	$60	CYD + 50%
Inpatient Admission	CYD + 30%	CYD + 50%

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[1] Telemedicine refers to telehealth calls or video calls with a telehealth provider (e.g., Teladoc, MDNow, AmWell, Doctor on Demand, HealthiestYou). This differs from Virtual Visits, which is s remote visit with a member's PCP or specialist and the cost for Virtual Visits can vary by physician. Virtual Visits to out of network providers are typically not covered.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Dental Financial Comparative

		Current	Selected Renewal
High	Emp #	Sun Life Dental PPO	
Employee	20	$26.29	$26.29
Employee + One	11	$50.63	$50.63
Employee + Two or More	7	$83.21	$83.21
Monthly Premium	**38**	**$1,665**	**$1,665**
Yearly Premium		**$19,982**	**$19,982**
Yearly Difference ($)			$0
Yearly Difference (%)			0.0%
Low	Emp #	Dental DHMO	
Employee	37	$9.97	$9.97
Employee + One	15	$16.86	$16.86
Vol. Worksite	9	$28.57	$28.57
Monthly Premium	**61**	**$879**	**$879**
Yearly Premium		**$10,547**	**$10,547**
Yearly Difference ($)			$0
Yearly Difference (%)			0.0%
Plan Totals	Emp #	Current	Initial Renewal
Total Monthly Premium	**99**	**$2,544**	**$2,544**
Total Yearly Premium		**$30,529**	**$30,529**
Total Yearly Difference ($)			$0
Total Yearly Difference (%)			0.0%

Headcounts 1/1/24 Renewal.
All rates subject to change based on final enrollment, contribution and underwriting.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

Dental PPO

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		Current / Selected Renewal	
		Sun Life	
Deductible		***In-Network***	***Out-of-Network***
Class I: Preventive	Individual / Family	Waived	Waived
Class II: Basic	Individual / Family	$50 / $100	$50 / $100
Class III: Major	Individual / Family	$50 / $100	$50 / $100
Class IV: Orthodontic	Individual / Family	Not Covered	Not Covered
Coinsurance			
Class I: Preventive		100%	100%
Class II: Basic		80%	80%
Class III: Major		50%	50%
Class IV: Orthodontic		Not Covered	Not Covered
Benefit Maximums			
Yearly Benefit Maximum (Per Member)		$1,500	$1,000
Plan Maximum Enhancement		No	
Orthodontic Lifetime Max (Per Member)		Not Covered	
Additional Benefit Provisions			
Non-Surgical Endodontics (Basic / Major)		Major	
Surgical Endodontics (Basic / Major)		Major	
Non-Surgical Periodontics (Basic / Major)		Basic	
Surgical Periodontics (Basic / Major)		Major	
Implant Parts Covered (Fixture/Abutment/Prosthesis)		No	
(Child / Adult) Orthodontic Coverage		Not Covered	
Additional Contract Provisions			
Contributory or Non-Contributory Plan (EE/ER %)		100% Employee Paid	
Rate Guarantee		1 year until 1/1/25	
Minimum Participation for Coverage		65%	
Timely Applicant Waiting Period		6/12 Basic/Major	
Dependent Age Limit		26	
Out-of-Network is % UCR or MAC		MAC	
Rates	***Employees***	***Current***	***Renewal***
Employee	20	$26.29	$26.29
Employee + One	11	$50.63	$50.63
Employee + Two or More	7	$83.21	$83.21
Monthly Premium	**38**	**$1,665**	**$1,665**
Yearly Premium		**$19,982**	**$19,982**
Yearly Difference ($)			**$0**
Yearly Difference (%)			**0.00%**

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

Headcounts as of 5/1/23 invoice.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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DHMO / Pre-Paid Dental

		Current / Selected Renewal	
		Sun Life	
Common Services	***Code***	***Member Pays***	
Office Visit Copay	9430	$10	
Bitewings - Four Films	0274	$0	
X-Ray / Panoramic Film	0330	$0	
Routine Cleaning	1110	$0	
Filling (Silver / 1 Surface)	2140	$10	
Filling (Silver / 3 Surfaces)	2160	$35	
Anterior Filling (Resin / 1 Surface)	2330	$35	
Anterior Filling (Resin / 3 Surfaces)	2332	$55	
Posterior Filling (Resin / 1 Surface)	2391	$60	
Posterior Filling (Resin / 3 Surfaces)	2393	$80	
Crown - Porcelain Fused to Metal	2750	265*	
Root Canal - Molar	3330	$245	
Gingivectomy - Per Quadrant	4210	$120	
Prosthodontics - Complete Upper	5110	$295*	
Partial Dentures (Upper or Lower)	5211	$350*	
Placement of Endosteal Implant	6010	Not Covered	
Custom Abutment	6057	Not Covered	
Abutment-Supported Porcelain Crown	6061	Not Covered	
Partial Bony Impaction	7230	$65	
Orthodontic Benefit Schedule	***Code***	***Member Pays***	
Evaluation	8660	$100	
Comprehensive Adolescent Dentition	8080	$2,000	
Comprehensive Adult Dentition	8090	$2,000	
Specialist			
Self-Referral Permitted		No	
Referral Needed for Copay Schedule		Yes	
Discount on Services, or Copay Schedule		Copay	
Additional Contract Provisions			
Contributory or Non-Contributory Plan (EE/ER %)		100% Employee Paid	
Rate Guarantee		1 year to 1/1/25	
Minimum Participation for Coverage		1 employee	
Timely Applicant Waiting Period		None	
Dependent Age Limit		19, 26 of FT Student	
Rates	***Employees***	***Current***	***Renewal***
Employee	37	$9.97	$9.97
Employee + One	15	$16.86	$16.86
Employee + Family	9	$28.57	$28.57
Monthly Premium	**61**	**$879**	**$879**
Yearly Premium		**$10,547**	**$10,547**
Yearly Difference ($)			$0
Yearly Difference (%)			0.0%
This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.			

Headcounts per 1/1/24 renewal.
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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Vision

		Current / Selected Renewal	
		Humana	
		FL Humana Vision 130	
Copayments		*In-Network*	*Out-of-Network Reimbursement*
Vision Exam		$10	Up to $30
Retinal Imaging		Up to $39	Not Covered
Materials		$15	See below
Frequency Limitations			
Vision Exam		12 months	
Lenses (Within Frames or Contacts)		12 months	
Frames		24 months	
Limited to Frame Lenses or Contact Lenses within the same year? (Yes / No)		Yes	
Maximum Allowances		*Allowance*	*Reimbursed up to $*
Single Vision Lenses		Covered 100% after applicable materials copay	$25
Bifocal Lenses			$40
Trifocal Lenses			$60
Lenticular Lenses			$80
Frames		$130 Retail, then 20% Discount	$65
Contact Lenses (Elective)		Up to $130, then 15% Discount	$104
Disposal Contact Lenses (Elective)		Up to $130	Up to $104
Standard Contact Lens Fit & Follow Up		Up to $55	Not Covered
Premium Contact Lens Fit & Follow Up		10% off Retail	Not Covered
Diabetic Eye Care (Up to 2/yr each)			
- Examination - 2 per year		$0 Copay	Up to $77
- Retinal Imaging - 2 per year		$0 Copay	Up to $50
- Extended Ophthalmoscopy - 2 per year		$0 Copay	Up to $15
- Gonioscopy - 2 per year		$0 Copay	Up to $15
- Scanning Laser - 2 per year		$0 Copay	Up to $33
Laser Correction Discount		Discount	N/A
Additional Contract Provisions			
Contributory or Non-Contributory Plan (EE/ER %)		100% Employee Paid	
Rate Guarantee		2 years until 1/1/25	
Dependent Age Limit		26	
Rates	*Employees*	*Current*	*Renewal*
Employee	48	$5.93	$5.93
Employee + Spouse	16	$11.87	$11.87
Employee + Child(ren)	10	$11.27	$11.27
Employee + Family	6	$17.71	$17.71
Monthly Premium	80	**$694**	**$694**
Yearly Premium		**$8,322**	**$8,322**
Yearly Difference ($)			$0
Yearly Difference (%)			0.0%
This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.			

Headcounts as of 5/01/23 invoice.
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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Basic Life and AD&D
(Accidental Death & Dismemberment)

	Current	Renewal	Selected Rev. Renewal
		Standard	
Benefit Specifications			
Employee Basic Life		1 x BAE to $50,000	
Employee Basic AD&D		1 x BAE to $50,000	
Guarantee Issue		$50,000	
Waiver of Premium (Yes/No)		Yes	
Conversion Privilege (Yes/No)		Yes	
Portable Privilege at Term Rates (Yes/No)		Yes	
Acceleration Benefit (Yes/No)		Yes	
Reduction Schedule			
Attained Age/Employee:		**Benefit Reduced To:**	
65		65%	
70		50%	
75		35%	
80			
Rates	***Current***	***Renewal***	***Revised Renewal***
Volume	$4,722,600	$4,722,600	$4,722,600
Life Ins. Rate/$1,000	$0.190	$0.190	$0.175
AD&D Rate/$1,000	$0.030	$0.030	$0.030
Monthly Premium	**$1,039**	**$1,039**	**$968**
Yearly Premium	**$12,468**	**$12,468**	**$11,618**
Yearly Difference ($)			($850)
Yearly Difference (%)			-6.8%
Rate Guarantee		2 years to 1/1/25	
Minimum Participation for Coverage		100%	

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

Volume as of 1/1/24 Renewal; 117 employees

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

Voluntary Life and AD&D

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	Current			Selected Renewal		
	Standard					
Benefit Specifications						
Employee Voluntary Life / AD&D	$10k increments to $200,000 (not to exceed 5xBAE) rounded to next $10,000					
Spouse Voluntary Life / AD&D	$5k increments to $100,000 (not to exceed 50% of employee amount)					
Child Voluntary Life / AD&D	$10,000					
Dependent Age Limit	To Age 21, 25 if FT student					
AD&D Applies to (Employee / Spouse / Child)	Yes					
Guarantee Issue	Employee $70,000; Spouse $10,000					
Waiver of Premium (Yes / No)	Yes					
Conversion Privilege (Yes / No)	Yes					
Portable Privilege (Yes / No)	Yes					
Acceleration Benefit (Yes / No)	Yes					
Suicide Exclustion (Yes/No)	Yes					
Open Enrollment Provisions						
True Open Enrollment (up to GI without EOI)	No					
Reduction Schedule						
Attained Age/Employee:	Benefit Reduced To:					
65	65%					
70	50%					
75+	35%					
Rates (Per $1,000 / Month)	*EE*	*SP*	*Child*	*EE*	*SP*	*Child*
Age:						
0 - 24	$0.067	$0.067		$0.067	$0.067	
25 - 29	$0.067	$0.067		$0.067	$0.067	
30 - 34	$0.086	$0.086		$0.086	$0.086	
35 - 39	$0.133	$0.133		$0.133	$0.133	
40 - 44	$0.247	$0.247		$0.247	$0.247	
45 - 49	$0.418	$0.418		$0.418	$0.418	
50 - 54	$0.703	$0.703		$0.703	$0.703	
55 - 59	$1.083	$1.083	$1.00 per	$1.083	$1.083	$1.00 per
60 - 64	$1.700	$1.700	member	$1.700	$1.700	member
65 - 69	$3.050	$3.050		$3.050	$3.050	
70 - 74	$5.463	$5.463		$5.463	$5.463	
75 - 79	$5.463	$5.463		$5.463	$5.463	
80 - 84	$5.463	$5.463		$5.463	$5.463	
85 - 89	$5.463	$5.463		$5.463	$5.463	
90 - 94	$5.463	$5.463		$5.463	$5.463	
95 - 99	$5.463	$5.463		$5.463	$5.463	
AD&D	$0.040	$0.040	$0.040	$0.040	$0.040	$0.040
Rate Example	*EE*	*SP*	*Child*	*EE*	*SP*	*Child*
Current Volume		$1,139,500			$1,139,500	
Additional Contract Provisions						
Rate Guarantee	2 years until 1/1/25					

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

Volume as of 4/1/23 Invoice; 18 EE $6,115.80/yr; 5 Sp $622.20/yr; 6 Ch 72/yr.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

Voluntary Short Term Disability

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	Current	Selected Renewal
	Sun Life	
Benefit Specifications		
Elimination Period (Accident/Sickness)	14 days / 14 days	
Definition of Earnings	Earnings reported by the Employer immediately prior to the first date of disability. Includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Sec 125 plan or FSA acount. Does not include commissions, bonuses, overtime or any other compensation.	
% of Weekly Salary Covered	60%	
Weekly Benefit Amount	$1,500	
Annual Salary covered by Weekly Benefit	$130,000	
Benefit Duration	11 weeks after elimination period	
Conversion Privilege (Yes/No)	No	
Portability Privilege (Yes/No)	No	
Evidence of Insurability Required (Yes/No)	No	
Pre-Existing Condition Limitations (Yes/No)	3 / 12	
Waiver of Premium (Yes/No)	No	
Rates	*Current*	*Renewal*
Volume (covered weekly benefit)	$9,460	$9,460
Premium Rate (per $10 of covered weekly benefits)	$0.412	$0.469
Monthly Premium	**$390**	**$444**
Yearly Premium	**$4,677**	**$5,324**
Yearly Difference ($)		$647
Yearly Difference (%)		13.8%
Rate Guarantee	1 year to 1/1/25	
Minimum Participation for Coverage	25%	
This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.		

Volume per 1/1/24 Renewal. 14 Employees
All rates subject to change based on final enrollment, contribution and underwriting.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Voluntary Long Term Disability

	Current	Selected Renewal
	Sun Life	
Benefit Specifications		
Elimination Period	90 Days	
Definition of Earnings	Earnings reported by the Employer immediately prior to the first date of disability. Includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Sec 125 plan or FSA acount. Does not include commissions, bonuses, overtime or any other compensation.	
% of Monthly Salary Covered	60%	
Monthly Benefit Amount	$6,000	
Annual Salary covered by Monthly Benefit	$120,000	
Benefit Duration	SSNRA	
Definition of Disability	Loss of duties and loss of earnings required; 80% earnings test during own occ period and 60% during any occ period.	
Own Occupation Period	24 months	
Self Reported Symptom Limitation (Yes/No)	Yes, 24 months	
Waiver of Premium (Yes/No)	Yes	
Conversion Privilege (Yes/No)	No	
Portability Privilege (Yes/No)	No	
Evidence of Insurability Required (Yes/No)	No	
Pre-Existing Condition Limitations (Yes/No)	Yes, 3/12	
Mandatory Rehab Requirements (Yes/No)	Yes	
Mental/Nervous/Alcohol/Drug Limitations	24 months	
Age / Rate % Covered Monthly Payroll or Benefit	*Current*	*Renewal*
0 - 24	$0.185	$0.202
25 - 29	$0.185	$0.202
30 - 34	$0.276	$0.301
35 - 39	$0.461	$0.502
40 - 44	$0.704	$0.767
45 - 49	$0.980	$1.068
50 - 54	$1.268	$1.382
55 - 59	$1.602	$1.746
60 - 64	$1.338	$1.458
65 - 69	$1.060	$1.155
70 - 99	$0.922	$1.005
Rate Example	*Current*	*Renewal*
Covered Benefit	$110,780	$110,780
Monthly Premium	$1,088	$1,184
Yearly Premium	$13,056	$14,208
Yearly Difference (Increase)		$1,152
Percentage Difference		8.8%
Additional Contract Provisions		
Volume & Rate Based on: Covered Monthly Payroll OR Covered Monthly Benefit	Covered Monthly Payroll	
Rate Guarantee	1 year to 1/1/25	
Minimum Participation for Coverage	25%	

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

Volume per 1/1/24 Renewal. 20 Employees.
All rates subject to change based on final enrollment, contribution and underwriting.

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City of Atlantic Beach - Effective 1/1/24

Employee Assistance Program

	Current / Selected Renewal	
	HEALTH ADVOCATE ALT. 2	
Benefits		
# of Face to Face Sessions	6 per issue per year	
Worklife Support	Included	
Telephonic Assistance	Unlimited, 24/7	
Educational Resources	Included	
Promotional Outreach	Standard Communication Materials	
Crisis Response Services	$275/hour plus travel/exp	
Legal Services	Included, free 30 min. consultation per unique issue. 25% discount on standard legal fees if retained	
Financial Services	Included, free 30 minute consultation per unique issue. Online financial portal; Financial Fitness Center	
Identity Theft Services	1 hour consultation with a fraud resolution specialist	
Critical Incident Stress Management	Included, unlimited telephonic support and specific communication materials.	
On-Site Grief Group Counseling	$275/hour plus travel/exp	
On-Site Training	Training Seminars $250/hour plus travel	
Management & Supervisor Consultation	Included, Unlimited telephonic manager/ supervisory consultations and mandatory referrals	
SAP/DOT	Case rate $300 - $550 only for employees subject to DOT regulations.	
Utilization Reports	Included	
Dependent Coverage	Included	
Mobile App	Yes	
Web Address	www.healthadvocate.com/members	
Other	Health Advocacy (+$2 PEPM)	
Providers	108 providers within 10 miles; 1 in 32233 zip	
RATES	*Current*	*Renewal*
Number of Members	123	123
Price per Employee Per Month	$1.30	$1.35
Total Monthly Cost	$159.90	$166.05
Annual Total Cost	**$1,918.80**	**$1,992.60**
Rate Guarantee	**1 year until 1/1/25**	

This is a summary of benefits proposed only. It is not intended to be a complete outline of the illustrated plans' contractual provisions.

FT Member Count as of 10/5/23 Navigator.

199 including PT and Retirees.

Carrier Information

	Aflac. Inforce	The Standard SELECTED
1. AM Best / Financial Rating	A+ (Superior) XV (Greater than or Equal to USD 2.00 Billion)	A (Excellent) XIV (USD 1.50 Billion to Less than 2.00 Billion)
2. Products Quoted	Accident Insurance Critical Illness / Cancer Insurance Hospital Indemnity Insurance	Accident Insurance Critical Illness / Cancer Insurance Hospital Indemnity Insurance
3. HSA Compliant	Yes, Except for Hospital Indemnity	Yes
4. Rate Guarantees	Unknown - Inforce	Acc / CI: 1 Year HI: 2 Years
5. Employee Eligibility	Actively at Work; 16+ Hours / Week	Actively at Work; 20+ Hours / Week
6. Technology / Marketing Funding	Unknown - Inforce	3.5% of VB Premium
7. Commissions	Unknown - Inforce	Net of Commissions
8. Miscellaneous	Unknown - Inforce	Bundling Package: 8% rate decrease on Basic Life if worksite benefits are sold

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Accident Insurance

Aflac. | The Standard

	Group Accident - Mid-Level Situs State: FL	Group Accident - Plan 3 SELECTED RENEWAL
1. Issue Ages	Employee: Actively at Work; Ages 18+ Spouse: Ages 18+ Child: Under Age 26	Employee: Actively at Work; Ages 18-99 Spouse: Ages 18-99 Child: Birth to Age 26
2. Participation Requirement	Inforce	10 Enrolled Employees
3. Guaranteed Issue	Yes	Yes
4. 24 Hour / Off Job	24 Hour	24 Hour
5. Hospital Admission	$750	$1,000
6. Hospital ICU Admission	Payable Under Hospital Admission	$1,000
7. Admission Benefit Payments	Either Admission or ICU Admission Benefit is Payable 1x Per Calendar Year	Admission and ICU Admission Benefits Can Be Paid Simultaneously 1x Per Covered Accident
8. Hospital Confinement Per Day	$150 (Up to 365 Days)	$250 (Up to 365 Days)
9. Hospital ICU Confinement Per Day	$300 (Up to 30 Days)	$250 (Up to 31 Days)
10. Confinement Benefit Payments	Confinement and ICU Confinement Benefits Can Be Paid Simultaneously Per Covered Accident	Confinement and ICU Confinement Benefits Can Be Paid Simultaneously Per Covered Accident
11. Emergency Room Benefit	$125 (Additional $75 Observation Benefit Available if Held in an ER For 24+ Hours)	$400
12. Non-Emergency Room Care	$75 Physician's Office / Urgent Care	$400 Physician's Office / Urgent Care
13. Physician Follow-Up	$20 (Up to 6 Visits)	$250 (Up to 3 Visits)
14. X-Ray	$75	$200
15. Ambulance Ground / Air	$150 / $750	$200 / $600
16. Physical Therapy	$20 (Up to 6 Visits)	$250 (Up to 6 Visits)
17. Single Fractures / Dislocations	Up to $5,000 / Up to $6,000	Up to $5,500 / Up to $3,000
18. Lacerations	Up to $300	Up to $400
19. Employee Accidental Death, Dismemberment & Catastrophic Benefits	Up to $40,000	Up to $100,000
20. Organized Sport Benefit	None	25% Youth Organized Sports Benefit
21. Wellness	$25 Per Insured Per Calendar Year (After 12 Month Waiting Period)	$50 Per Insured Per Calendar Year (Includes COVID-19 Testing)
22. Miscellaneous	None	None
23. Portability	Active Employees Can Port Coverage Until Group Master Policy Terminates or is Replaced; Ported Policies Remain Active Until Policyholder Terminates Coverage or No Longer Pays Premium	Active Employees Can Port Coverage Until Group Master Policy Terminates or is Replaced; Ported Policies Remain Active Until Policyholder Terminates Coverage or No Longer Pays Premiums; Ported Policies Terminate When Group Policy is Terminated
24. Value-Add	None	Auto-Pay Available For Health Screening Benefit if Completed at ER's Health Fair
RATE GUARANTEE		1 year until 1/1/25
Rates	Monthly Premium	Monthly Premium
25. Employee Only	$7.18	$6.47
26. Employee & Spouse	$10.72	$10.25
27. Employee & Children	$12.54	$12.06
28. Family	$16.08	$19.00

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Critical Illness Insurance

Aflac.

The Standard

	Group Specified Critical Illness Situs State: FL	Group Critical Illness - Premier Plan 2 SELECTED RENEWAL
1. Issue Ages	Employee: Actively at Work; Ages 18+ Spouse: Ages 18+ Child: Under Age 26	Employee: Actively at Work; Ages 18-99 Spouse: Ages 18-99 Child: Birth to Age 26
2. Participation Requirement	Inforce	10 Enrolled Employees
3. Guaranteed Issue Maximum	Employee: Up to $50,000 ($5K Increments) Spouse: Up to $25,000 Child: 50% of Employee Coverage Amount	Employee: Up to $20,000 ($10K Increments) Spouse / Child: 50% of Employee Coverage Amount
4. Children Coverage	Included	Included
5. Pre-Existing Condition Limitations*	12/12	None
6. Covered Critical Illnesses	Cancer, Heart Attack, Stroke, Major Organ Transplant, End-Stage Renal Failure	Cancer, Heart Attack, Stroke, Major Organ Failure, End-Stage Renal Failure
7. Other Covered Critical Illnesses	**Covered At 25%** Coronary Artery Bypass Surgery, Carcinoma In Situ	**Covered At 100%** Benign Brain Tumor, Coma, Loss of Hearing / Sight / Speech, Paralysis, Occupational Hepatitis & HIV, Advanced Alzheimer's Disease, Advanced MS, Advanced Parkinson's Disease, ALS, Bone Marrow Transplant 21 Additional Conditions For Children **Covered At 25%** Severe Coronary Artery Disease With Recommendation of Bypass, Carcinoma in Situ
8. Same Illness Diagnosis (Recurrence)	100% Recurrence (90 Day Separation Period)	100% Recurrence (6 Month Separation Period; 6 Months Treatment-Free)
9. Different Illness Diagnosis	1 x Each Illness (30 Day Separation Period)	1 x Each Illness (No Separation Period)
10. Maximum Benefit	1x Each Illness, 1x Recurrence Each Illness	1x Each Illness, 1x Recurrence Each Illness
11. Benefit Reduction	50% At Age 70	None
12. Wellness	$50 Per Insured Per Calendar Year (EE / SP Only)	$50 Per Insured Per Calendar Year (Includes COVID-19 Testing)
13. Miscellaneous	None	None
14. Portability	Active Employees Can Port Coverage Until Group Master Policy Terminates or is Replaced; Must be Covered For at Least 12 Months and Under Age 70; Ported Policies Remain Active Until Policyholder Terminates Coverage or No Longer Pays Premiums	Active Employees Can Port Coverage Even if Group Master Policy Terminates or is Replaced; Ported Policies Remain Active Until Policyholder Terminates Coverage or No Longer Pays Premiums
15. Value-Add	None	Health Advocate, Auto-Pay Available For Health Screening Benefit if Completed at ER's Health Fair
RATE GUARANTEE		1 year until 1/1/25
Rates	Monthly Premium $20,000 Employee Only Spouse & Dependent Rates Are Included in the Proposal	Monthly Premium $20,000 Employee Only Spouse & Dependent Rates Are Included in the Proposal
	Non-Tobacco *Issue Age* *7 Total Age Bands*	*Uni-Tobacco* *Attained Age* *6 Total Age Bands*
16. Age 35	$8.56	$8.20
17. Age 45	$16.66	$17.00
18. Age 55	$32.70	$35.20

*Diagnosis Look-Back Periods, Treatment/Symptom Free Duration Requirements, Waived Pre-Ex Definitions and Other Restrictions May Apply. The Policy and Certificate Provide Complete Definitions Regarding Eligibility of Any Claim.

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STANDARD AGE BANDED RATES / SELECTED	Age	Monthly Premium - Employee /$10,000
	18-29	$2.70
	30-39	$4.10
	40-49	$8.50
	50-59	$17.60
	60-69	$32.70
	70+	$83.20
	Age	**Monthly Premium - Employee /$20,000**
	18-29	$5.40
	30-39	$8.20
	40-49	$17.00
	50-59	$35.20
	60-69	$65.40
	70+	$166.40
	Age	**Monthly Premium - Spouse /$5,000**
	18-29	$1.35
	30-39	$2.05
	40-49	$4.25
	50-59	$8.80
	60-69	$16.35
	70+	$41.60
	Age	**Monthly Premium - Spouse /$10,000**
	18-29	$2.70
	30-39	$4.10
	40-49	$8.50
	50-59	$17.60
	60-69	$32.70
	70+	$83.20

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Hospital Indemnity Insurance

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	Group Hospital Indemnity - Plan 2 Situs State: FL	Group Hospital Indemnity - Plan 2 SELECTED RENEWAL
1. Issue Ages	Employee: Actively at Work; Ages 18+ Spouse: Ages 18-64 Child: Under Age 26	Employee: Actively at Work; Ages 18-99 Spouse: Ages 18-99 Child: Birth to Age 26
2. Participation Requirement	Inforce	10 Enrolled Employees
3. Guaranteed Issue	Yes	Yes
4. Pre-Existing Condition Limitations*	6/12	None
5. Hospital Admission	$500	$1,000
6. Hospital ICU Admission	Payable Under Hospital Admission	Payable Under Hospital Admission
7. Admission Benefit Payments	Either Admission or ICU Admission Benefit is Payable 1x Per Calendar Year	Either Admission or ICU Admission Benefit is Payable 1x Per Calendar Year
8. Hospital Confinement Per Day	$200 (Up to 180 Days)	$100 (Up to 31 Days)
9. Hospital ICU Confinement Per Day	$200 (Up to 30 Days)	Payable Under Hospital Confinement
10. Confinement Benefit Payments	Either Confinement or ICU Confinement Benefit is Payable Per Covered Accident / Illness	Either Confinement or ICU Confinement Benefit is Payable Per Covered Accident / Illness
11. Pregnancy	Covered With 9 Month Waiting Period	Covered
12. Newborn Benefits	Well Baby Care Benefit: $25 (Age 12 Months or Younger, Up to 4 Visits Per Calendar Year)	None
13. Mental Wellness & Addiction Recovery	None	None
14. Wellness	None	None
15. Miscellaneous	Surgical and Anesthesia Benefits; Out-of-Hospital Prescription Drug Benefit; Hospital ER/Physician Benefit: Intermediate	None
16. Portability	Active Employees Can Port Coverage Until Group Master Policy Terminates or is Replaced; Ported Policies Remain Active Until Policyholder Terminates Coverage or No Longer Pays Premiums to Age 70	Active Employees Can Port Coverage Even if Group Master Policy Terminates or is Replaced; Ported Policies Remain Active Until Policyholder Terminates Coverage or No Longer Pays Premiums
17. Value-Add	None	None
RATE GUARANTEE		2 years until 1/1/26
Rates	Monthly Premium	Monthly Premium
18. Employee Only	$18.99	$7.37
19. Employee & Spouse	$38.94	$12.49
20. Employee & Children	$31.15	$10.29
21. Family	$51.10	$18.43

*Diagnosis Look-Back Periods, Treatment/Symptom Free Duration Requirements, Waived Pre-Ex Definitions and Other Restrictions May Apply. The Policy and Certificate Provide Complete Definitions Regarding Eligibility of Any Claim.

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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

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Flexible Spending Account (FSA) Administration

		Current / Selected Renewal	
		MedCom	
Set Up			
Basic Plan Set-Up		Waived	
Enrollment Processing Fee Per Participant (IF there is an enrollment fee per participant)		$0	$0
Enrollment Processing Cost (Enrollment Fee × # Participating)		$0.00	$0.00
Additional Services (and Fees)			
Summary Plan Description (New)		Included	Included
Discrimination Testing (1st Year)		Included First Year Only	Included First Year Only
Paper Enrollment Kits Per Kit		N/A	N/A
Initial Debit Card Fee (1 card)		Included	Included
Replacement/Additional Debit Card Fee			
Administration Fees:	***Participants***	***Current***	***Renewal***
Annual Renewal Fee	37	Waived	Waived
Minimum Monthly Admin Fee		$50.00	$50.00
Monthly Administration Fee Per Participant		$4.50	$4.50
Total Monthly Admin Fee (Monthly Fee × # participating)		$167	$167
Monthly Premium (Not Including Set Up Fees)		**$167**	**$167**
Yearly Premium (Including Set Up and Renewal Fees)		**$1,998**	**$1,998**
Yearly Difference ($)			$0
Yearly Difference (%)			0.0%

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's contractual provisions.

All rates subject to change based on final enrollment, contribution and underwriting.
Employee Count from EN 10-5-23.

The information contained herein is subject to the disclosures and disclaimers on the final page of this review.
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CITY OF ATLANTIC BEACH - EFFECTIVE 01/01/2024

COBRA Administration

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	Current / Selected Renewal	
Implementation Costs	**MedCom**	
Set Up	*Waived*	
# Occurrences on Takeover	**0**	**0**
Basic Plan Set Up	$0	$0
Take Over Fee (Cost Per Current Participant)	$0.00	$0.00
Total Set Up	**$0**	**$0**
Yearly Difference ($)		$0
Yearly Difference (%)		0.0%
Additional Services (and Fees)		
Annual Renewal Fee	Waived	
New Hire Initial Notice	$3.00	$3.00
Per COBRA Notification		
Per Eligible Employee Option		
Admin		
Eligible Employees	**123**	**123**
Minimum Monthly Admin Fee	$40	$40
Monthly Admin Fee Per Eligible Employee	$0.60	$0.60
Monthly Admin Fee (Monthly Fee × # participating)	$74	$74
Monthly Premium (Not Including Set Up Fees)	**$74**	**$74**
Yearly Premium (Including Set Up Fees)	**$886**	**$886**
Yearly Difference ($)		$0
Yearly Difference (%)		0.0%

This is a summary of benefits only and is not intended to be a complete outline of the illustrated plan's/plans' contractual provisions.

All rates subject to change based on final enrollment, contribution and underwriting.

The information contained herein is subject to the disclosures and disclaimers on the final page of this review.
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Gallagher Disclosures and Disclaimers

Renewal / Financial	This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.
Communications	This document is an outline of the coverage provided under your employer's benefit plans based on information provided by your company. It does not include all the terms, coverage, exclusions, limitations, and conditions contained in the official Plan Document, applicable insurance policies and contracts (collectively, the "plan documents"). The plan documents themselves must be read for those details. The intent of this document is to provide you with general information about your employer's benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. To the extent that any of the information contained in this document is inconsistent with the plan documents, the provisions set forth in the plan documents will govern in all cases. If you wish to review the plan documents or you have questions regarding specific issues or plan provisions, you should contact your Human Resources/Benefits Department.
Coverage	This analyses is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This analysis is not a contract and offers no contractual obligation on behalf of GBS.
Contract and Policy Review	GBS uses its best efforts in reviewing these documents, however, a number of provisions are general legal provisions rather than insurance terms. Neither GBS nor its representatives give legal advice. We recommend you consult your legal counsel before signing.
Legal	The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.
Supplemental Compensation	Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct (https://www.ajg.com/us/about-us/global-standards).
Illustrations / Charts and Tables	This information is intended as only a summary of the results of this analysis. Data contained here is from what are considered reliable sources; however, neither Gallagher Benefit Services, Inc., Arthur J. Gallagher & Co, nor any affiliated company guarantees its accuracy, completeness, and/or reliability. In the event that a discrepancy exists between the original source material(s) and the supplemental summary document, the original source material(s) shall govern. This information is intended as only a summary of the results of this analysis. Data contained here is from what are considered reliable sources; however, neither Gallagher Benefit Services, Inc., Arthur J. Gallagher & Co, nor any affiliated company guarantees its accuracy, completeness, and/or reliability. In the event that a discrepancy exists between the original source material(s) and the supplemental summary document, the original source material(s) shall govern.

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CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: **Ordinance No. 31-23-16 (COMP23-0002) and Ordinance No. 90-23-251 (REZN23-0002).** Request for a Future Land Use Map (FLUM) amendment to change the future land use map from Residential Medium Density (RM) to Commercial (CM) and a zoning map amendment to change the zoning map from Residential, General, Two-Family (RG) to Commercial General (CG) for 0 West 2nd Street (RE #170834 0000)

SUBMITTED BY: Amanda Askew, Director of Planning and Community Development

TODAY'S DATE: October 11, 2023

MEETING DATE: October 23, 2023

BACKGROUND: Request for a Future Land Use Map (FLUM) amendment to change the future land use map from Residential Medium Density (RM) to Commercial (CM) and a zoning map amendment to change the zoning map from Residential, General, Two-Family (RG) to Commercial General (CG) for 0 West 2nd Street (RE #170834 0000).

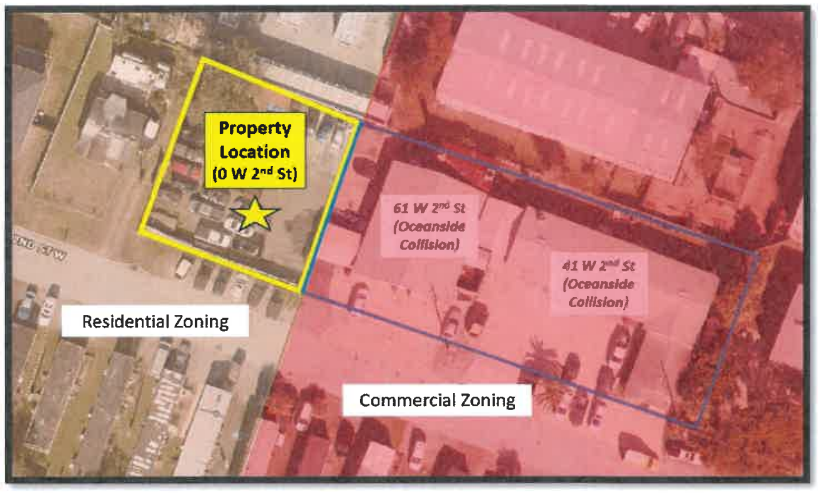


The subject property, 0 W 2nd Street, is a vacant lot and is adjacent to Oceanside Collision (61 W 2nd St), which is an auto-repair shop. Oceanside Collision also owns and operates out of 41 and 61 W 2nd St. Both 41 and 61 W 2nd Street are zoned Commercial, General (CG) and are designated on the FLUM as Commercial (CM).

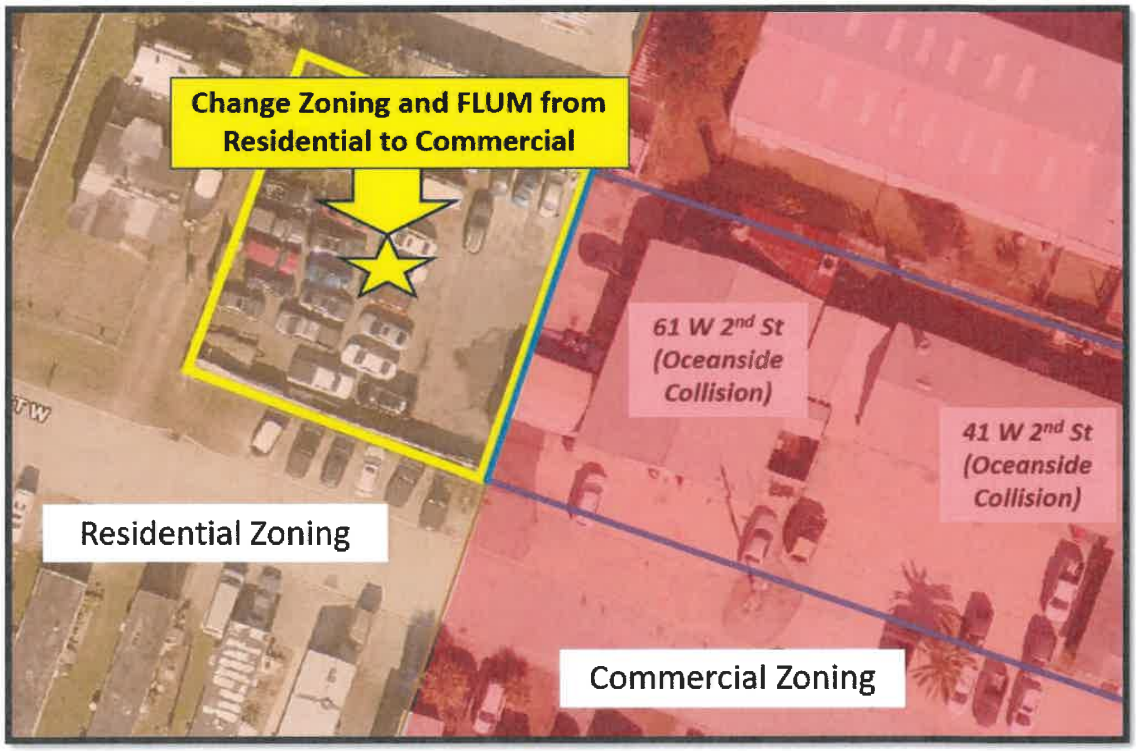
The applicant is requesting to rezone the property from **Residential, General, Two-Family Commercial** and amend the future land use map (FLUM) from **Residential Medium density to Commercial**.

The vacant residentially zoned lot is being used by Oceanside Collision as part of their business to store vehicles that are being worked on. Non-residential uses are **not** permitted within the RG zoning district. Earlier this year, the property owner installed a fence and pavement without a permit which

brought the automotive use to the attention of staff. Staff advised the property owner that this property is zoned residential and not zoned for the storage of vehicles and automotive service.



Section 24-112 of the Code of Ordinance the CG zoning district permits minor automotive. In section 24-17, minor automotive service is defined as ".... any facility that performs the limited, minor or routine servicing of motor vehicles or parts, but shall not include major automotive repair, and which contains no more than two (2) work bays." The current buildings (41 and 61 W 2nd Street) meet the definition of "*Automotive repair, major* shall mean any facility that performs any type of automotive service or repair with more than two (2) work bays, or any facility that performs the rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting and steam cleaning of vehicles, regardless of the number of work bays." This type of use is only permitted in light industrial and warehousing district (LIW).





HISTORY:

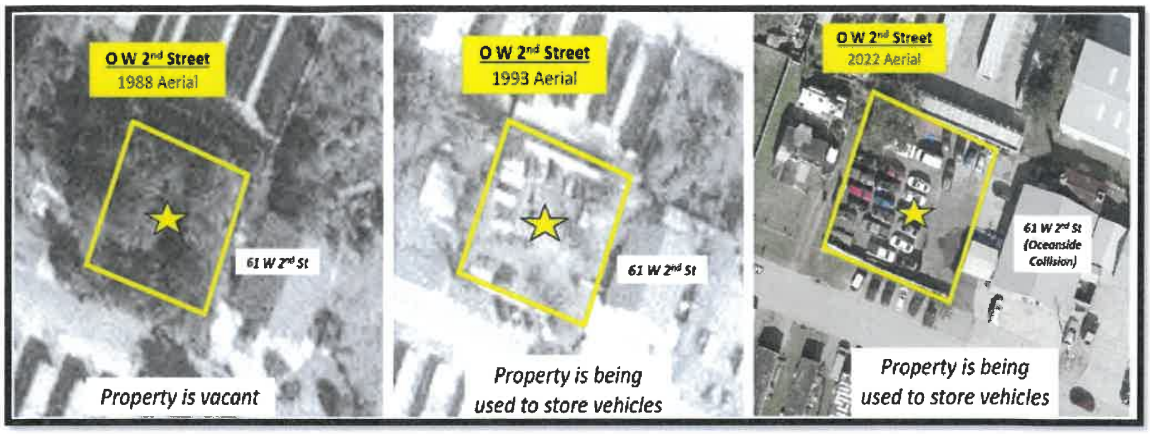
Oceanside Collision acquired 0, 41 and 61 W 2nd Street in July 2021.

0 W 2nd Street has never been developed and remained "unused" until about 1993 when aerial photography shows the site being used to store vehicles.

61 W 2nd Street was developed in 1986 as a warehouse building. In 1987, City Commission approved a use-by-exception to allow an automotive service garage at this location with the condition that there be **no outside storage or work**. The property has changed ownership a few times since then but has continuously been operated as an automotive service garage.

Non-conforming uses (24-84 (c) are "…Uses of land which were lawfully created at the time such uses were established, but which would not be permitted by the restrictions imposed by these land development regulations or by restrictions imposed by the comprehensive plan, may be continued so long as they remain otherwise lawful and in compliance with the provisions of this section.

(2) *Relocation or expansion of nonconforming uses.* A nonconforming use shall not be moved in whole or in part to any other portion of the lot or parcel on which such nonconforming use is located, nor shall a nonconforming use be expanded or enlarged."



ANALYSIS & REVIEW

In considering a FLUM amendment application, Policy A.1.3.1 of the Comprehensive Plan states that the City shall find that each of the following conditions are demonstrated by the applicant seeking said amendment.

a) There are adequate public facilities available to the proposed development.

b) The proposed commercial or industrial development shall not have adverse impacts to surrounding neighborhoods, other properties, the natural environment, the aesthetic qualities of the City and shall not impair or degrade scenic natural views.

c) There is a demonstrated deficiency of commercial or industrial lands within the City to serve the needs of residents of the City for such uses.

Additionally, Policy A.1.13.4 states that applications to amend the Comprehensive Plan shall be reviewed and evaluated based upon the following factors:

(a) Consistency with the Goals, Objectives and Policies of this Plan;

(b) Consistency with the State Comprehensive Plan and the Northeast Florida Strategic Regional Policy Plan;

(c) Consistency with other adopted policies and plans of the City, the County, the State or other agencies having regulatory authority over the City;

(d) The potential for adverse impacts to Environmentally Sensitive Areas, the natural environment or the aesthetic quality of the City,

(e) The potential to cause deficiencies in adopted levels of service or to adversely impact available water supplies, public facilities, infrastructure and services.

Per Section 24-62(c)(2) of the Land Development Regulations, the Community Development Board shall *"indicate the relationship of the proposed rezoning to the Comprehensive Plan for the City and provide a finding that the requested change in zoning is consistent with the Comprehensive Plan".* Relevant and applicable language from the City's Comprehensive Plan is listed below.

Policy A.1.5.6 Commercial and light industrial development shall be located and designed so as to minimize adverse effects on residential areas, traffic facilities and the aesthetic character of the City.

Policy A.1.10.4 The City shall actively support the appropriate redevelopment and infill development of the Mayport Road corridor. Retail and service uses that sustain neighborhoods, and encourage a more aesthetically pleasing and pedestrian friendly environment shall be encouraged. New development along Mayport Road shall be in compliance with the Commercial Corridor Development Standards as set forth within the Land Development Regulations.

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

Policy A.1.11.1 (b) Commercial – The Commercial land use category is intended to provide appropriate locations for neighborhood and community businesses providing services and retail sales for the City and the closely surrounding communities. Government, civic, religious, cultural and institutional uses, may also be located within this category. Permitted uses within the Commercial category, along with uses that may be allowed by special exception, shall be limited to the following and as more specifically described within the Land Development Regulations and when located within the respective Zoning District classifications, which are intended to provide a decreasing level of use intensity due to proximity to residential uses.

> General Commercial. These areas shall include those businesses that provide retail goods and services, which serve the routine and daily needs of residents, including banks and professional services, grocery and convenience stores, restaurants, accredited public and private schools and child care, but not including manufacturing, warehousing, storage or high intensity commercial activities of a regional nature, or uses that have the potential for negative impact to surrounding properties due to excessive noise, light or extremely late hours of operation. Residential uses, not exceeding the Medium Density category shall also be permitted, 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.

ANALYSIS & REVIEW

In considering a rezoning evaluations of the request may be based on following:

(1) Consistency with the Comprehensive Plan
(2) Consistency with the intent of the land development regulations;

(3) Consistency with other professional planning principles, standards, information and more detailed plans and studies considered relevant
(4) Whether the proposed amendment and development permitted thereunder is premature or otherwise creates or contributes to an urban sprawl pattern of development
(5) Whether the proposed amendment will constitute "spot zoning," that is an isolated zoning district unrelated to adjacent and nearby district
(6) Whether the uses permitted under the proposed rezoning will be consistent or compatible with the existing and proposed land uses and zoning of adjacent and nearby properties or the general area; or will deviate from an established or developing logical and orderly development pattern;
(7) Whether the uses permitted under the proposed rezoning will deviate from an established or developing development pattern that is logical and orderly;
(8) Whether the proposed rezoning and development permitted thereunder will result in significant adverse impacts upon property values of adjacent or nearby properties or in the general area more than the types of uses currently permitted; and
(9) Whether the proposed rezoning and development permitted thereunder will detract from the character and quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities or other detrimental effects or nuisances.

The Community Development Board (CDB) heard this agenda item at the September regular meeting and voted 4 to 3 **to** recommend approval of the rezoning and comprehensive plan. However, some CDB members expressed concerns that the proposed changes to the future land use map and rezoning do not meet the vision of Mayport Road and the goals and policies in the Comprehensive Plan.

BUDGET: None

RECOMMENDATION: Commission review and vote on Ordinance No. 31-23-16 (COMP23-0002) and Ordinance No. 90-23-251 (REZN23-0002)

ATTACHMENT(S): Ordinance No. 31-23-16
Ordinance No. 90-23-251
Draft CDB minutes
Application from applicant

REVIEWED BY CITY MANAGER: Kevin Kosmerchock

ORDINANCE NO. 31-23-16

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL MEDIUM DENSITY (RM) TO COMMERCIAL (CM); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in Future Land Use Map designation enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the lands subject to this change in Future Land Use Map designation were developed in the 1940s through the 1970s and included commercial uses prior to the City's adoption of the first Comprehensive Plan and associated Future Land Use Map; and

WHEREAS, the Community Development Board held a duly noticed public hearing on September 19, 2023, to consider this Ordinance, and found the request to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in future land use map designation has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51, 24-62 and the Land Development Regulations.
b. The proposed Future Land Use Map amendment to Commercial (CM) is consistent the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this change in future land use map designation to Commercial (CM) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.
d. The future land use map designation of Commercial (CM) is consistent and compatible

with the surrounding development and future land use map designation in that the adjoining properties to the east are already designated Commercial (CM) and allow commercial uses.

SECTION 2. Affected Properties. Pursuant to this change in Future Land Use Map designation procedure, the Future Land Use Map designation of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified from Residential Medium (RM) to Commercial (CM).

SECTION 3. Future Land Use Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Future Land Use Map of the City of Atlantic Beach to reflect the change in Future Land Use designation for those properties described in Exhibit A from Residential Medium (RM) to Commercial (CM) and to submit documentation to the Florida Department of Economic Opportunity as required by Section 163.3187, Florida Statutes.

SECTION 4. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this 23rd day of October, 2023

PASSED by the City Commission on second and final reading this ___ day of ____ , 2023.

CITY OF ATLANTIC BEACH

Attest

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk Approved

as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 31-23-16 changing their Future Land Use designation form Residential Medium (RM) to Commercial (CM) shall be those described below. All Book and Page information can be found in the current public records of Duval County, Florida.

Address	RE Number
0 West 2nd Street	170834-0000

ORDINANCE NO. 90-23-251

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL, TWO- FAMILY (RG), TO COMMERCIAL GENERAL (CG); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in zoning classification enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the lands subject to this change in zoning classification were largely developed in 1975 prior to significant changes to the Land Development Regulations and the Official Zoning Map; and

WHEREAS, the Community Development Board held a duly noticed public hearing on September 19, 2023, to consider this Ordinance, and found it to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in zoning district classification has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51, 24-62 and the Land Development Regulations.
b. The proposed rezoning to Commercial, General (CG) is consistent with the Future Land Use Map Commercial (CM) designation and the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this rezoning to Commercial, General (CG) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.

d. The zoning district classification of Commercial, General (CG) is consistent and compatible with the surrounding development and zoning districts in that the adjoining properties to the east are Commercial, General (CG).

SECTION 2. Affected Properties. Pursuant to this change in zoning district designation procedure, the zoning district classification of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified as Commercial, General (CG) from Residential, General, Two-Family (RG). This reclassification does not grant authority for any specific uses on said lands. Any proposed use on said lands shall be reviewed and approved in accordance with the provisions of Chapter 24, Land Development Regulations.

SECTION 3. Zoning Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Zoning Map of the City of Atlantic Beach to reflect the change in zoning classification for those properties described in Exhibit A from Residential, General, Two-Family (RG), to Commercial, General (CG).

SECTION 4. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this 23rd day of October, 2023.

PASSED by the City Commission on second and final reading this_____day of _____, 2023.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Garbiel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 90-23-251 changing their zoning district designation from Residential, General, Two-Family (RG) to Commercial, General (CG) shall be those described on the attached survey.

Address	RE Number
0 West 2nd Street	170834-0000

MINUTES
Community Development Board (CDB) Meeting
Tuesday, September 19, 2023 - 6:00 PM
Commission Chamber

Present: Jennifer Lagner, Member
Angela Farford, Member
Kirk Hansen, Chair
Harold Gear, Member
Ellen Golombek, Member
Jeff Haynie, Member
Richard Arthur, Alternate Member

Absent: Sylvia Simmons, Member

Also Present: Amanda Askew, Planning & Community Development Director (PCDD)
Valerie Jones, Recording Clerk
Abrielle Genest, Planner
Brian Broedell, Principal Planner

1. CALL TO ORDER AND ROLL CALL
The meeting was called to order at 6:00 p.m. by Chair Hansen.

2. APPROVAL OF MINUTES

A. Approve minutes of the August 14, 2023 regular meeting of the Community Development Board.
The minutes were approved.

3. OLD BUSINESS
There was no old business.

A. 0 West 2nd Street REZN23-0002 (Ordinance No. 90-23-251) and COMP23-0002 (Ordinance No. 31-23-16) - Deferred from August 15th

Request is for a Future Land Use Map (FLUM) amendment to change the future land use map designation of 0 West 2nd Street (RE# 170834-0000) FROM Residential Medium Density (RM) TO Commercial (CM). Also, a request for a rezoning of 0 West 2nd Street (RE# 170834-0000) FROM Residential, General, Two-Family (RG) TO Commercial, General (CG).

STAFF REPORT: Director Askew presented the information as explained in the staff report. She also provided a PowerPoint presentation. Ms. Lagner asked what is located behind this property. Director Askew said it is existing mini-storage. Mr. Haynie asked

about the zoning on the mini-storage. Director Askew said it was zoned Residential and is a non-conforming use. Mr. Arthur asked what the date was for policies that were referenced in the staff report. Director Askew said the 2030 Comp Plan was updated in 2019 so some of the policies were existing and some were added.

APPLICANT REPORT: Harold Rooks introduced himself as the applicant. He explained that a previous Planning Director and Code Enforcement Officer told him years ago that the cars couldn't be visible and that he had to put up a fence which he did and is now being told he has to remove the new fence that he just installed. Mr. Rooks said he has been at that location for 9 years and bought the property in 2021. He explained that the previous business left vehicles everywhere and he puts them behind the fence to keep things cleaned up. Mr. Haynie asked who his clientele consisted of. Mr. Rooks said he works on the vehicles for several cities including Atlantic Beach, police departments and a lot of local residents. Mr. Arthur asked about the asphalt and whether it was new. Mr. Rooks explained that the asphalt was existing but had some pot holes that he filled in. He said he thought the property was commercial since there was an automotive shop there for over 25 years. Mr. Rooks found out it was residential when he purchased the property.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: Chair Hansen told the Board that this case would go to the City Commission no matter which way they vote. Mr. Gear was in favor of approval due to the history of how long it has been operating as commercial as an automotive business. Ms. Lagner and Ms. Golombek agreed. Mr. Arthur he had difficulty witch rezoning it since it conflicts with the Comp Plan in its attempt to change the Mayport Corridor. Chair Hansen said he agreed that this rezoning would be totally inconsistent with the Comp Plan but at the same time it has been a successful business for over 25 years. He said he wants to support the Comp Plan and was concerned about deviating from the Mayport Vision Plan. Mr. Gear said that maybe the existing zoning is wrong since the business behind Mr. Rooks is commercial and is also in a Residential zone. Ms. Golombek said that maybe the Comp Plan has a desired direction but on the other hand this business derives about 80% of its support from local businesses and residents. Mr. Arthur said he would be okay with it existing as a non-conforming use but to support a zoning change was hard for him to agree on. Ms. Farford said she was sympathetic to a business that has operated for so long but also didn't find it compatible with surrounding uses and she would have to deny it. Mr. Haynie spoke about the elements that the Board is supposed to consider for a FLUM amendment. He said that he felt like the Comp Plan goals were for what would be seen on Mayport Road but since this property isn't on Mayport Road it wouldn't affect that goal. Mr. Haynie said there is reason to support this request.

MOTION: To recommend **APPROVAL** of **COMP23-0002 and REZN23-0002** on the grounds that it could be consistent with the Comp Plan.

Motion: ***Jeff Haynie***
Second: ***Ellen Golombek***

Jennifer Lagner	***For***
Angela Farford	***Against***
Kirk Hansen	***Against***
Harold Gear	***For***
Ellen Golombek (Seconded By)	***For***
Jeff Haynie (Moved By)	***For***
Richard Arthur	***Against***

Motion passed 4 to 3.

B. 0 West 2nd Street ZVAR23-0023 (Harold J. Rooks) - Deferred from August 15th meeting

Request for a variance to exceed the maximum fence height at 0 West 2nd Street.

STAFF REPORT: Director Askew presented the information as explained in the staff report. She also provided a PowerPoint presentation. Mr. Arthur asked how far the fence was off of the property line. Director Askew said it is 2 feet off of the property line. She said that a front yard fence is limited to 4 feet. Mr. Haynie said he felt like some of this would be contingent on the FLUM and the rezoning request. Director Askew said the Board could make a motion to approve upon successful rezoning and the FLUM amendment. Ms. Golombek asked if the sight lines were blocked. Director Askew said it doesn't block any sight lines. Mr. Arthur asked if the applicant could remove several of the panels to the fence going back to where he could then have a 6 foot fence. Director Askew said that could be done.

APPLICANT REPORT: Harold Rooks introduced himself as the applicant. He said a fence has been there for over 25 years.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: Chair Hansen said he would like to see the variance approved contingent on the FLUM amendment and rezoning approval. Mr. Haynie agreed and added that he thought it could be approved siting condition #3 of the grounds for decision.

MOTION: To **APPROVE ZVAR23-0025** only if the City Commission approves the FLUM amendment and the Rezoning change.

Motion: ***Jeff Haynie***
Second: ***Jennifer Lagner***

Jennifer Lagner (Seconded By)	***For***
Angela Farford	***For***
Kirk Hansen	***For***

Harold Gear	***For***
Ellen Golombek	***For***
Jeff Haynie (Moved By)	***For***
Richard Arthur	***Against***

Motion passed 6 to 1.

4. NEW BUSINESS

A. 2093 Beach Avenue ZVAR23-0025 (Michael and Dorothy Turner)
Request for a variance to reduce the minimum 5-foot setback for mechanical equipment at 2093 Beach Avenue.

Chair Hansen said the applicant is out of town and would like to defer the request to the October meeting.

MOTION: To **DEFER ZVAR23-0025** until the October 17th meeting.

Motion: ***Harold Gear***
Second: ***Ellen Golombek***

Jennifer Lagner	***For***
Angela Farford	***For***
Kirk Hansen	***For***
Harold Gear (Moved By)	***For***
Ellen Golombek (Seconded By)	***For***
Jeff Haynie	***For***
Richard Arthur	***For***

Motion passed 7 to 0.

B. 338 11th Street ZVAR23-0026 (Chiara Figallo)
Request for a variance from Section 24-253 to allow a circular driveway on a property with less than 100 feet of street frontage at 338 11th Street.

STAFF REPORT: Planner Genest presented the information as explained in the staff report. She also provided a PowerPoint presentation. Ms. Golombek asked if the applicant would have to go to a tree committee for tree removal. Planner Genest said they would have to get a tree removal permit. Ms. Golombek asked if the applicant would then have to get the impervious ratio approved. Planner Genest said that would happen in the process of having their building permit reviewed. Mr. Haynie asked if the applicant got their permit approved and then decided to request a variance to do the circular driveway. Ms. Farford asked what the reasoning was behind the 100 foot lot width requirement for a circular driveway. Planner Genest said she thought it was to limit driveway accesses and prevent potential for pedestrian and vehicle accidents. Mr.

Arthur asked when this restriction was added to the code. Planner Genest said she thought it was 2001 but wasn't completely sure, adding that it has been in the code for some time. Ms. Farford asked what the impervious surface ratio was. Planner Genest said that the permit was reviewed by public works and approved so it must be under the requirement.

APPLICANT REPORT: Ms. Figallo introduced herself as the applicant. She said that they wanted a circular driveway because it would feel safer than backing out since the driveway was extremely long. Ms. Figallo said they have a living space above the garage which is at the end of the long driveway. She said that there are several lots on her street that are the same width as hers and they have circular driveways. Mr. Haynie asked about the original permit. Ms. Figallo said that the original permit was for a circular driveway and it was denied so they went back and did a redesign to just have a backup area to turn around in. She said she then realized that she could ask for a variance and decided to do that and ask for the circular driveway. Mr. Figallo added that they would not be removing any trees and were going to use permeable materials for the driveway.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: Mr. Arthur understood why the applicant would want a circular driveway due to the long existing driveway and the fact that the neighbor has a circular driveway. Ms. Farford said that due to safety issues with backing out she could see where #4 of the grounds for decision could apply to this request. Chair Hansen said he couldn't support this request since the code is clear and a turn around area would allow the applicant to pull straight out into the street.

MOTION: To **APPROVE ZVAR 23-0026** based on grounds #4 which sites onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property.

Motion: ***Angela Farford***
Second: ***Richard Arthur***

Jennifer Lagner	***Against***
Angela Farford (Moved By)	***For***
Kirk Hansen	***Against***
Harold Gear	***Against***
Ellen Golombek	***Against***
Jeff Haynie	***Against***
Richard Arthur (Seconded By)	***For***

Motion failed 2 to 5.

C. 981 Sailfish Drive ZVAR23-0027 (Springfield Builders, LLC)
Request for a variance from Section 24-68(b)(1) at 981 Sailfish Drive.

STAFF REPORT: Planner Broedell presented the information as explained in the staff report. He also provided a PowerPoint presentation. Ms. Golombek asked if the retention was solely based on the value and whether the impervious was less than the 45%. Planner Broedell said that it was based on the property valuation and the impervious would be around 36%.

APPLICANT REPORT: Bucky Davis with Springfield Builders introduced himself as the applicant. He said that he saw a previous request that was approved due to oak trees on the property. Mr. Davis said that they saved 5 live oak trees totaling 117 inches by flipping the floor plan. He said that to provide water storage he said they would end up ripping out the roots of all of those trees causing them to die. Mr. Davis said the required storage would be 2,500 cubic feet or a swale 10 feet wide by 25 feet long. He said they are stuck between 2 ordinances, a strong tree ordinance and the stormwater storage ordinance.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: There was no discussion.

MOTION: To **APPROVE ZVAR23-0027** based on grounds for decision #3 citing exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area and grounds #4 citing onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property.

Motion: ***Angela Farford***
Second: ***Harold Gear***

Jennifer Lagner	***For***
Angela Farford (Moved By)	***For***
Kirk Hansen	***For***
Harold Gear (Seconded By)	***For***
Ellen Golombek	***For***
Jeff Haynie	***For***
Richard Arthur	***For***

Motion passed 7 to 0.

5. REPORTS
There were no reports.

6. PUBLIC COMMENT
There was no public comment.

7. ADJOURNMENT
There being no further discussion, Chair Hansen declared the meeting adjourned at 7:13 p.m.

Attest:

Amanda Askew

Kirk Hansen, Chair

Draft

REZONING APPLICATION

City of Atlantic Beach
Community Development Department
800 Seminole Road Atlantic Beach, FL 32233
(P) 904-247-5800

FOR INTERNAL OFFICE USE ONLY
PERMIT# REZN23-0002

☐ $550.00 Zoning Map Amendment
☐ $1,000.00 Text Amendment

APPLICANT INFORMATION

NAME Harold J Rooks
EMAIL harold rooks 246@hotmail.com
ADDRESS 41 W 2nd Street
PHONE # 904 372 0667
CITY Atlantic Bch STATE FL ZIP CODE 32233
CELL # 904 566 0722

SITE INFORMATION

ADDRESS 61 W 2nd Street
SUBDIVISION Section H BLOCK 81 LOT 1,2
RE# 170834-0000 LOT/PARCEL SIZE 0.22 ac ZONING CODE RG
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION RM
REQUESTED PROVISIONS FROM WHICH WAIVER IS SOUGHT RG to CG

PROVIDE ALL OF THE FOLLOWING INFORMATION:

1. The names and addresses of all owners of the subject property.
2. The existing and proposed zoning district of the subject property. (Requested Action)
3. A statement of special reasons and justification to support the rezoning as requested.
4. The signature of each owner of the lands sought to be rezoned.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IS CORRECT: Signature of Property Owner(s) or Authorized Agent

Harold J Rooks — SIGNATURE OF APPLICANT
Harold J Rooks Jr — PRINT OR TYPE NAME
7/11/23 — DATE

SIGNATURE OF APPLICANT (2)
PRINT OR TYPE NAME
DATE

Signed and sworn before me on this 14 day of July 2023 by State of FL
County of Duval

Identification verified: DL

Oath Sworn: ☐ Yes ☐ No

NOTARY PUBLIC STATE OF FLORIDA
TONI GINDLESPERGER
MY COMMISSION # GG 353178
EXPIRES: October 6, 2023
Bonded Thru Notary Public Underwriters

Notary Signature

My Commission expires

21 REZONING APPLICATION 02.28.2023

FUTURE LAND USE MAP (FLUM) AMENDMENT

City of Atlantic Beach
Community Development Department
800 Seminole Road Atlantic Beach, FL 32233
(P) 904-247-5800

FOR INTERNAL OFFICE USE ONLY
FILE # COMP23-0002

SMALL SCALE DEVELOPMENT

SITE INFORMATION

ADDRESS 61 W 2nd Street CITY Atlantic Bch STATE FL ZIP CODE 32233
SUBDIVISION Section H BLOCK # 81 LOT # 1,2
RE# 170834-0000 PARCEL SIZE _____ TOTAL ACREAGE 0.22
CURRENT FLUM DESIGNATION RM ZONING CODE RG
PROPOSED FLUM DESIGNATION CM FLOOD ZONE _____

APPLICANT INFORMATION

NAME Harold J Rooks PHONE # 904-372-0667
ADDRESS 41 W 2nd Street CELL # 904 566 0722
CITY Atlantic Bch STATE FL ZIP CODE 32233
EMAIL _____ ☐ OWNER ☐ LEGAL AUTHORIZED AGENT

REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT: Applicants are advised that approval of an amendment to the Future Land Use Map does not constitute approval for issuance of any permit or Development Order. Use and development lands related to this land use map amendment, if approved, and any zoning change shall be subject to compliance with all applicable local Land Development Regulations, any State and Federal permitting requirements as well as Florida Building Code requirements for Category "C" construction.

PROVIDE ALL OF THE FOLLOWING INFORMATION

DESCRIPTION OF PROPOSED USE AND PROPOSED DEVELOPMENT ACTIVITY *(ALSO INCLUDE ANTICIPATED DEVELOPMENT AND ANY PHASING SCHEDULE).*

Lot 63 I need for storage I keep all the cars on that lot

NUMBER OF WETLAND ACRES _____

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

IDENTIFY ALL PUBLIC AND PRIVATE SERVICE PROVIDERS OF WATER, SEWER, ELECTRIC, SOLID WASTE, ETC. PROVIDE ESTIMATES OF WATER, SEWER AND SOLID WASTE DEMAND.

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

ESTIMATED IMPACT TO ADOPTED LEVEL OF SERVICE STANDARDS AS ESTABLISHED BY THE CAPITAL IMPROVEMENTS ELEMENT OF THE EFFECTIVE COMPREHENSIVE PLAN.

APPLICATION PACKAGE CHECKLIST

*Additional information may be required, depending upon circumstances unique to individual applications

1. **COVER PAGE:** Identifying the project.
2. **TABLE OF CONTENTS:** Include a list of all exhibits and attachments.
3. **STATEMENT:** Statement addressing need and justification for requested amendment.
4. **APPLICATION:** This form completed in it's entirety.
5. **LIST OF ADJACENT PROPERTY OWNERS AND ENVELOPES:** A list of adjacent property owners within 300 feet of the property including name, mailing address and their real estate number (located at the Property Appraiser's recent certified tax rolls). Include a legal size envelope addressed to each property owner on the list (do not include a return address). Each envelope must contain proper postage. The order of the envelopes must match the order in which the names appear on the list.
6. **PROOF OF OWNERSHIP:** Deed or certificate by lawyer or abstract or title company that verifies record owner as above.
7. **LETTER OF AUTHORIZATION:** If the applicant is not the owner provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
8. **SURVEY AND LEGAL DESCRIPTION:** Current survey and legal description of property sought to be rezoned.
9. **LOCATION MAP:** General location map with property subject to application clearly identified.
10. **SITE PLAN:** Site plan containing the following if applicable to the proposed project (account for all land included).
    - Number and types of dwelling units
    - Type and square feet of commercial or industrial uses
    - Any existing structures and proposed use
    - Any open space, buffers and recreational areas
    - Wetlands, streams, creeks, lakes or any other water bodies or Environmentally Sensitive Lands
    - Most recent aerial photograph of site and surrounding lands
    - Drainage and storm water facilities and other infrastructure, including ingress and egress, internal access and roadways
11. **REQUIRED NUMBER OF COPIES:** One (1) digital copy - additional paper copy is optional
12. **APPLICATION FEE:** $250.00

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IS CORRECT: Signature of Property Owner(s) or Authorized Agent

Harold J Cooks Jr | Harold J Cooks Jr | 7/11/23
SIGNATURE OF APPLICANT | PRINT OR TYPE NAME | DATE

SIGNATURE OF APPLICANT (2) | PRINT OR TYPE NAME | DATE

Signed and sworn before me on this 14 day of July 2023 by State of FL

County of Duval

Identification verified: D.L

Oath Sworn: ☐ Yes ☐

TONI GINDLESPERGER
MY COMMISSION # GG 353178
EXPIRES: October 6, 2023
Bonded Thru Notary Public Underwriters

Notary Signature

My Commission expires

22 FUTURE LAND USE AMENDMENT-SMALL 02.28.2023

Doc # 2021196990, OR BK 19841 Page 562, Number Pages: 3,
Recorded 08/02/2021 10:15 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $27.00 DEED DOC ST $7700.00

Prepared By: / Record & Return To:
Attorneys Title Services, LLC
12428 San Jose Blvd, Suite 1
Jacksonville, FL 32223

File No.: FL-210581

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED,** is made this 22nd day of July, 2021, by **41 WEST 2ND ST LLC, a Florida limited liability company and APC JAX, LLC, a Florida limited liability company, and CLC JAX, LLC, a Florida limited liability company,** whose post office address is: 36 W 6th Street, Atlantic Beach, FL 32233 (collectively the "Grantors"), to **Oceanside Collision LLC** whose post office address is: 41 W 2ND ST, Atlantic Beach, FL 32233 (Grantee).

WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land lying and being in **Duval** County, Florida, and more particularly described herein below (the "Property"):

Parcel 1:

Lots 4 and 5, and the East 1/2 of Lot 6, Block 26, Section "H" Atlantic Beach, a subdivision according to the plat thereof recorded at Plat Book 18, Page 34, in the Public Records of Duval County, Florida.

Parcel 2:

The West 1/2 of Lot 6 and all of Lot 7, Block 26, Section "H" Atlantic Beach, a subdivision according to the plat thereof recorded at Plat Book 18, Page 34, in the Public Records of Duval County, Florida.

Parcel 3:

Lots 1 and 2, Block 81, Section "H" Atlantic Beach, a subdivision according to the plat thereof recorded at Plat Book 18, Page 34, in the Public Records of Duval County, Florida.

Parcel Identification No.: 170732-0000, 170834-0000 and 170733-0000

TOGETHER WITH all the easements, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantors hereby covenants with Grantee that, except as noted above, at the time of delivery of this Special Warranty Deed said Property was free from all encumbrances made by Grantors and that Grantors shall and will WARRANT AND DEFEND the same against the lawful claims and demands of all persons claiming by, through or under Grantors but against none others.

IN WITNESS WHEREOF, the Grantors have caused this Special Warranty Deed to be executed by its duly authorized officer on the day and year first above written.

Signed sealed, and delivered
in the presence of:

Print Name: Charles Wood

Print Name: Michael J. Baker

41 WEST 2ND ST LLC, a Florida limited liability company

BY: _____
Atillio P. Cerqueira
Manager

BY: _____
Catherine L. Cerqueira
Manager

Print Name: Charles Wood

Print Name: Michael J. Baker

APC JAX, LLC, a Florida limited liability company

BY: _____
Atillio P. Cerqueira
Manager

Print Name: Charles Wood

Print Name: Michael J. Baker

CLC JAX, LLC, a Florida limited liability company

BY: _____
Catherine L. Cerqueira
Manager

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing special warranty deed was acknowledged before me by means of X physical presence or _____ online notarization this 22nd day of July, 2021, by Atillio P. Cerqueira, as Manager of 41 WEST 2ND ST LLC, a Florida limited liability company, and as Manager of APC JAX, LLC, a Florida limited liability company, who produced a valid Florida drivers' license as identification.

CHARLES R. WOOD
Commission # GG 970899
Expires March 11, 2024
Bonded Thru Budget Notary Services

Notary Public

Charles Wood

Notary Printed or Typed Name

3/11/2024

My Commission Expires:

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing special warranty deed was acknowledged before me by means of X physical presence or _____ online notarization this 22nd day of July, 2021, by Catherine L. Cerqueira, as Manager of 41 WEST 2ND ST LLC, a Florida limited liability company, and as Manager of CLC JAX, LLC, a Florida limited liability company, who produced a valid Florida drivers' license as identification.

CHARLES R. WOOD
Commission # GG 970899
Expires March 11, 2024
Bonded Thru Budget Notary Services

Notary Public

Charles Wood

Notary Printed or Typed Name

3/11/2024

My Commission Expires:

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
OCEANSIDE COLLISION, LLC

Filing Information

Document Number	L14000064727
FEI/EIN Number	46-5435805
Date Filed	04/21/2014
Effective Date	04/21/2014
State	FL
Status	ACTIVE

Principal Address

41 W.2ND ST
ATLANTIC BEACH, FL 32233

Mailing Address

41 W 2ND ST
ATLANTIC BEACH, FL 32233

Registered Agent Name & Address

ROOKS, HAROLD J
41 W 2ND ST
ATLANTIC BEACH, FL 32233

Authorized Person(s) Detail

Name & Address

Title MANAGER MEMBER

ROOKS, HAROLD J
41 W. 2ND ST
ATLANTIC BEACH, FL 32233

Annual Reports

Report Year	Filed Date
2021	01/05/2021
2022	01/05/2022
2023	01/03/2023

Document Images

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 03, 2023
Secretary of State
2129652602CC

DOCUMENT# L14000064727

Entity Name: OCEANSIDE COLLISION, LLC

Current Principal Place of Business:

41 W.2ND ST
ATLANTIC BEACH, FL 32233

Current Mailing Address:

41 W 2ND ST
ATLANTIC BEACH, FL 32233

FEI Number: 46-5435805

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROOKS, HAROLD J
41 W 2ND ST
ATLANTIC BEACH, FL 32233 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGER MEMBER
Name	ROOKS, HAROLD J
Address	41 W. 2ND ST
City-State-Zip:	ATLANTIC BEACH FL 32233

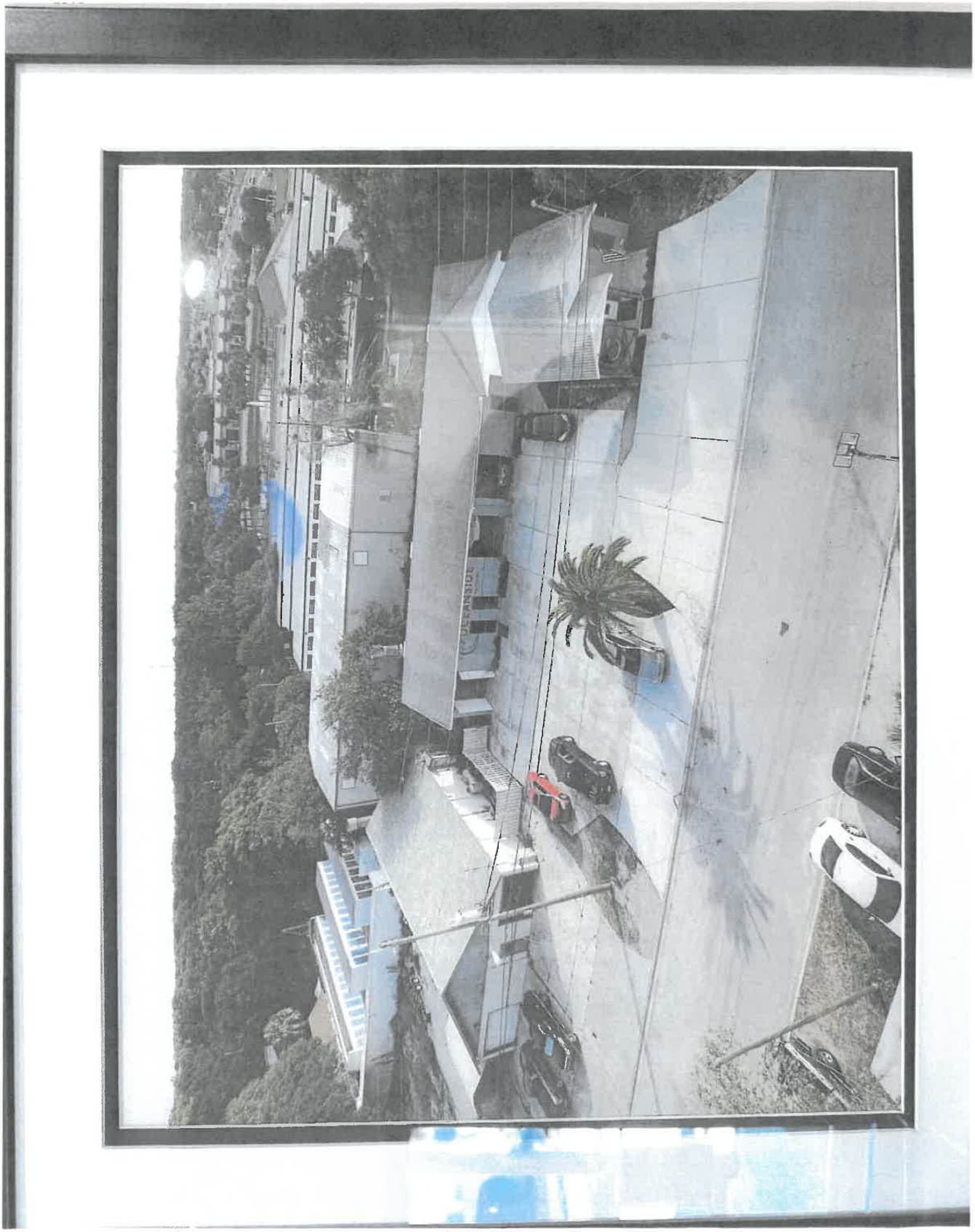
I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HAROLD ROOKS — OWNER/ PRESIDENT — 01/03/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date







CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: **Ordinance No. 31-23-16 (COMP23-0002) and Ordinance No. 90-23-251 (REZN23-0002).** Request for a Future Land Use Map (FLUM) amendment to change the future land use map from Residential Medium Density (RM) to Commercial (CM) and a zoning map amendment to change the zoning map from Residential, General, Two-Family (RG) to Commercial General (CG) for 0 West 2nd Street (RE #170834 0000)

SUBMITTED BY: Amanda Askew, Director of Planning and Community Development

TODAY'S DATE: October 11, 2023

MEETING DATE: October 23, 2023

BACKGROUND: Request for a Future Land Use Map (FLUM) amendment to change the future land use map from Residential Medium Density (RM) to Commercial (CM) and a zoning map amendment to change the zoning map from Residential, General, Two-Family (RG) to Commercial General (CG) for 0 West 2nd Street (RE #170834 0000).

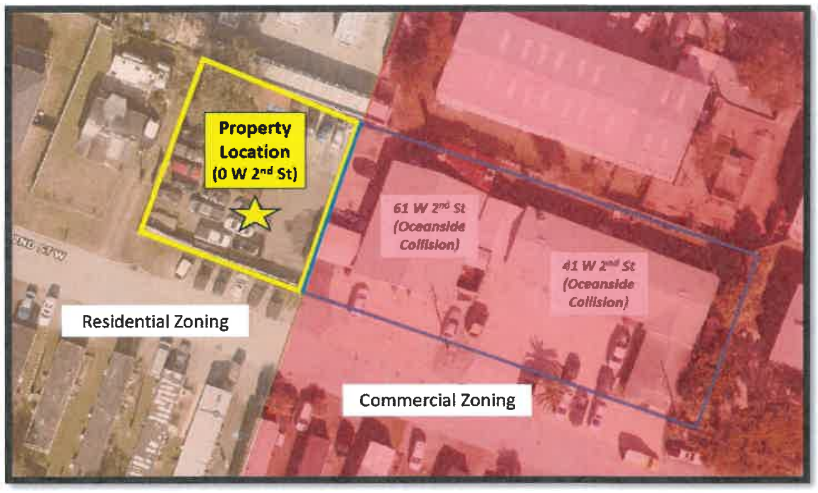


The subject property, 0 W 2nd Street, is a vacant lot and is adjacent to Oceanside Collision (61 W 2nd St), which is an auto-repair shop. Oceanside Collision also owns and operates out of 41 and 61 W 2nd St. Both 41 and 61 W 2nd Street are zoned Commercial, General (CG) and are designated on the FLUM as Commercial (CM).

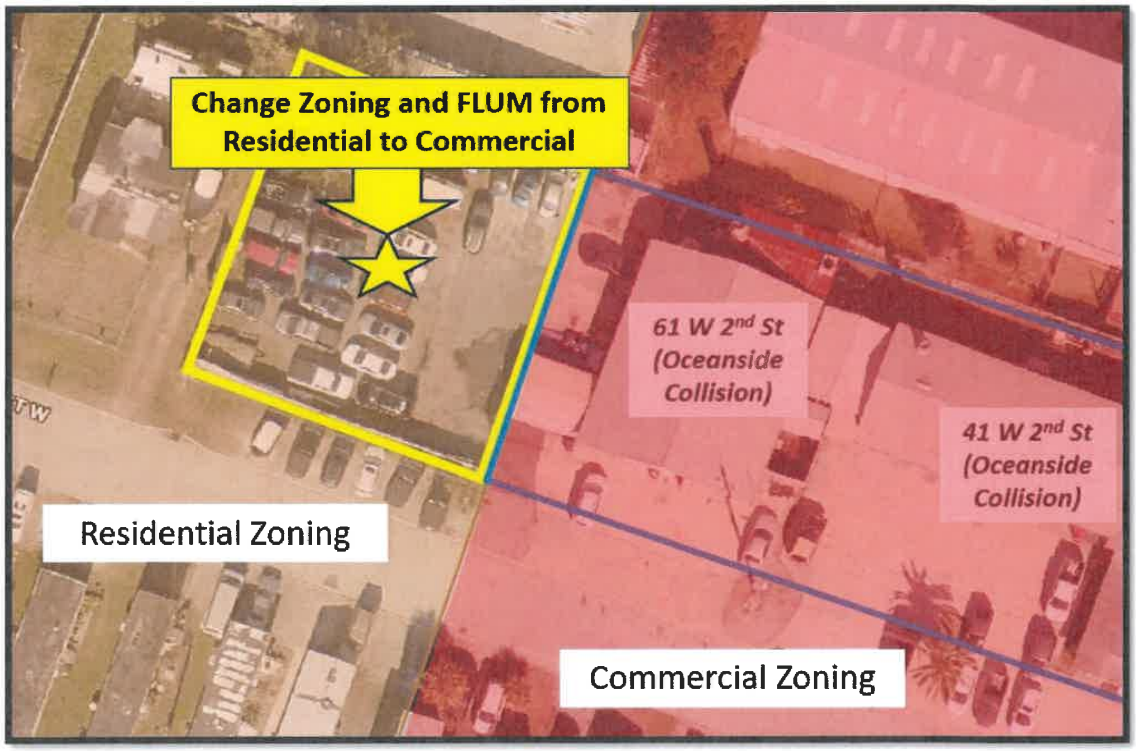
The applicant is requesting to rezone the property from **Residential, General, Two-Family Commercial** and amend the future land use map (FLUM) from **Residential Medium density to Commercial**.

The vacant residentially zoned lot is being used by Oceanside Collision as part of their business to store vehicles that are being worked on. Non-residential uses are **not** permitted within the RG zoning district. Earlier this year, the property owner installed a fence and pavement without a permit which

brought the automotive use to the attention of staff. Staff advised the property owner that this property is zoned residential and not zoned for the storage of vehicles and automotive service.



Section 24-112 of the Code of Ordinance the CG zoning district permits minor automotive. In section 24-17, minor automotive service is defined as ".... any facility that performs the limited, minor or routine servicing of motor vehicles or parts, but shall not include major automotive repair, and which contains no more than two (2) work bays." The current buildings (41 and 61 W 2nd Street) meet the definition of "*Automotive repair, major* shall mean any facility that performs any type of automotive service or repair with more than two (2) work bays, or any facility that performs the rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting and steam cleaning of vehicles, regardless of the number of work bays." This type of use is only permitted in light industrial and warehousing district (LIW).





HISTORY:

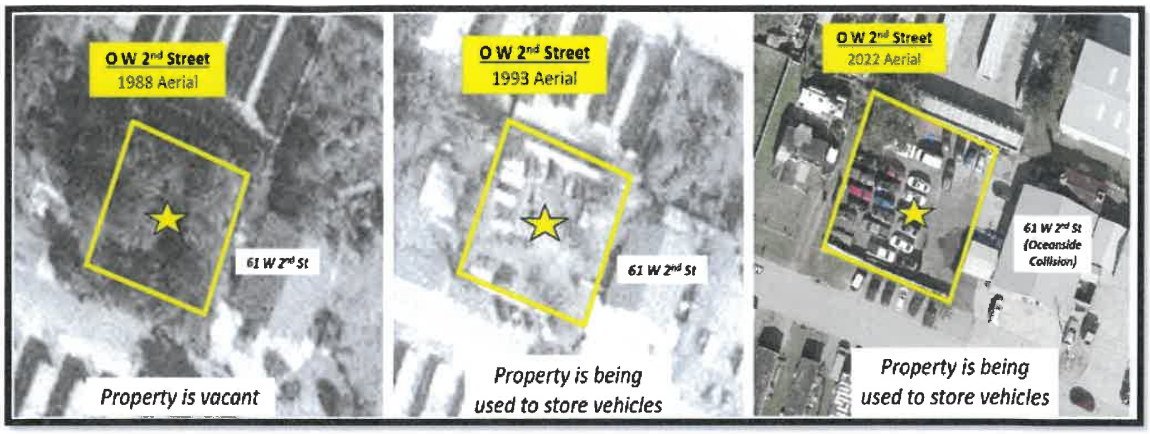
Oceanside Collision acquired 0, 41 and 61 W 2nd Street in July 2021.

0 W 2nd Street has never been developed and remained "unused" until about 1993 when aerial photography shows the site being used to store vehicles.

61 W 2nd Street was developed in 1986 as a warehouse building. In 1987, City Commission approved a use-by-exception to allow an automotive service garage at this location with the condition that there be **no outside storage or work**. The property has changed ownership a few times since then but has continuously been operated as an automotive service garage.

Non-conforming uses (24-84 (c) are "…Uses of land which were lawfully created at the time such uses were established, but which would not be permitted by the restrictions imposed by these land development regulations or by restrictions imposed by the comprehensive plan, may be continued so long as they remain otherwise lawful and in compliance with the provisions of this section.

(2) *Relocation or expansion of nonconforming uses.* A nonconforming use shall not be moved in whole or in part to any other portion of the lot or parcel on which such nonconforming use is located, nor shall a nonconforming use be expanded or enlarged."



ANALYSIS & REVIEW

In considering a FLUM amendment application, Policy A.1.3.1 of the Comprehensive Plan states that the City shall find that each of the following conditions are demonstrated by the applicant seeking said amendment.

a) There are adequate public facilities available to the proposed development.

b) The proposed commercial or industrial development shall not have adverse impacts to surrounding neighborhoods, other properties, the natural environment, the aesthetic qualities of the City and shall not impair or degrade scenic natural views.

c) There is a demonstrated deficiency of commercial or industrial lands within the City to serve the needs of residents of the City for such uses.

Additionally, Policy A.1.13.4 states that applications to amend the Comprehensive Plan shall be reviewed and evaluated based upon the following factors:

(a) Consistency with the Goals, Objectives and Policies of this Plan;

(b) Consistency with the State Comprehensive Plan and the Northeast Florida Strategic Regional Policy Plan;

(c) Consistency with other adopted policies and plans of the City, the County, the State or other agencies having regulatory authority over the City;

(d) The potential for adverse impacts to Environmentally Sensitive Areas, the natural environment or the aesthetic quality of the City,

(e) The potential to cause deficiencies in adopted levels of service or to adversely impact available water supplies, public facilities, infrastructure and services.

Per Section 24-62(c)(2) of the Land Development Regulations, the Community Development Board shall *"indicate the relationship of the proposed rezoning to the Comprehensive Plan for the City and provide a finding that the requested change in zoning is consistent with the Comprehensive Plan".* Relevant and applicable language from the City's Comprehensive Plan is listed below.

Policy A.1.5.6 Commercial and light industrial development shall be located and designed so as to minimize adverse effects on residential areas, traffic facilities and the aesthetic character of the City.

Policy A.1.10.4 The City shall actively support the appropriate redevelopment and infill development of the Mayport Road corridor. Retail and service uses that sustain neighborhoods, and encourage a more aesthetically pleasing and pedestrian friendly environment shall be encouraged. New development along Mayport Road shall be in compliance with the Commercial Corridor Development Standards as set forth within the Land Development Regulations.

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

Policy A.1.11.1 (b) Commercial – The Commercial land use category is intended to provide appropriate locations for neighborhood and community businesses providing services and retail sales for the City and the closely surrounding communities. Government, civic, religious, cultural and institutional uses, may also be located within this category. Permitted uses within the Commercial category, along with uses that may be allowed by special exception, shall be limited to the following and as more specifically described within the Land Development Regulations and when located within the respective Zoning District classifications, which are intended to provide a decreasing level of use intensity due to proximity to residential uses.

> General Commercial. These areas shall include those businesses that provide retail goods and services, which serve the routine and daily needs of residents, including banks and professional services, grocery and convenience stores, restaurants, accredited public and private schools and child care, but not including manufacturing, warehousing, storage or high intensity commercial activities of a regional nature, or uses that have the potential for negative impact to surrounding properties due to excessive noise, light or extremely late hours of operation. Residential uses, not exceeding the Medium Density category shall also be permitted, 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.

ANALYSIS & REVIEW

In considering a rezoning evaluations of the request may be based on following:

(1) Consistency with the Comprehensive Plan
(2) Consistency with the intent of the land development regulations;

(3) Consistency with other professional planning principles, standards, information and more detailed plans and studies considered relevant
(4) Whether the proposed amendment and development permitted thereunder is premature or otherwise creates or contributes to an urban sprawl pattern of development
(5) Whether the proposed amendment will constitute "spot zoning," that is an isolated zoning district unrelated to adjacent and nearby district
(6) Whether the uses permitted under the proposed rezoning will be consistent or compatible with the existing and proposed land uses and zoning of adjacent and nearby properties or the general area; or will deviate from an established or developing logical and orderly development pattern;
(7) Whether the uses permitted under the proposed rezoning will deviate from an established or developing development pattern that is logical and orderly;
(8) Whether the proposed rezoning and development permitted thereunder will result in significant adverse impacts upon property values of adjacent or nearby properties or in the general area more than the types of uses currently permitted; and
(9) Whether the proposed rezoning and development permitted thereunder will detract from the character and quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities or other detrimental effects or nuisances.

The Community Development Board (CDB) heard this agenda item at the September regular meeting and voted 4 to 3 **to** recommend approval of the rezoning and comprehensive plan. However, some CDB members expressed concerns that the proposed changes to the future land use map and rezoning do not meet the vision of Mayport Road and the goals and policies in the Comprehensive Plan.

BUDGET: None

RECOMMENDATION: Commission review and vote on Ordinance No. 31-23-16 (COMP23-0002) and Ordinance No. 90-23-251 (REZN23-0002)

ATTACHMENT(S): Ordinance No. 31-23-16
Ordinance No. 90-23-251
Draft CDB minutes
Application from applicant

REVIEWED BY CITY MANAGER: Kevin Kosmerchock

ORDINANCE NO. 31-23-16

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE 2030 COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL MEDIUM DENSITY (RM) TO COMMERCIAL (CM); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in Future Land Use Map designation enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the lands subject to this change in Future Land Use Map designation were developed in the 1940s through the 1970s and included commercial uses prior to the City's adoption of the first Comprehensive Plan and associated Future Land Use Map; and

WHEREAS, the Community Development Board held a duly noticed public hearing on September 19, 2023, to consider this Ordinance, and found the request to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in future land use map designation has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51, 24-62 and the Land Development Regulations.
b. The proposed Future Land Use Map amendment to Commercial (CM) is consistent the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this change in future land use map designation to Commercial (CM) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.
d. The future land use map designation of Commercial (CM) is consistent and compatible

with the surrounding development and future land use map designation in that the adjoining properties to the east are already designated Commercial (CM) and allow commercial uses.

SECTION 2. Affected Properties. Pursuant to this change in Future Land Use Map designation procedure, the Future Land Use Map designation of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified from Residential Medium (RM) to Commercial (CM).

SECTION 3. Future Land Use Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Future Land Use Map of the City of Atlantic Beach to reflect the change in Future Land Use designation for those properties described in Exhibit A from Residential Medium (RM) to Commercial (CM) and to submit documentation to the Florida Department of Economic Opportunity as required by Section 163.3187, Florida Statutes.

SECTION 4. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this 23rd day of October, 2023

PASSED by the City Commission on second and final reading this ___ day of ____ , 2023.

CITY OF ATLANTIC BEACH

Attest

_____
Curtis Ford, Mayor

_____
Donna L. Bartle, City Clerk Approved

as to form and correctness:

_____
Jason Gabriel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 31-23-16 changing their Future Land Use designation form Residential Medium (RM) to Commercial (CM) shall be those described below. All Book and Page information can be found in the current public records of Duval County, Florida.

Address	RE Number
0 West 2nd Street	170834-0000

ORDINANCE NO. 90-23-251

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, COUNTY OF DUVAL, STATE OF FLORIDA, REZONING THOSE LANDS DESCRIBED IN ATTACHED EXHIBIT A FROM RESIDENTIAL, GENERAL, TWO- FAMILY (RG), TO COMMERCIAL GENERAL (CG); PROVIDING FINDINGS OF FACT; REQUIRING RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Atlantic Beach, Florida hereby finds that the change in zoning classification enacted by this Ordinance shall provide for orderly growth; encourage the appropriate use of land; protect and conserve the value of property; prevent the overcrowding of land; promote, protect and improve the health, safety, comfort, good order, appearance, convenience, and general welfare of the public; and implement the goals and objectives of the Comprehensive Plan; and

WHEREAS, the lands subject to this change in zoning classification were largely developed in 1975 prior to significant changes to the Land Development Regulations and the Official Zoning Map; and

WHEREAS, the Community Development Board held a duly noticed public hearing on September 19, 2023, to consider this Ordinance, and found it to be consistent with the City's Comprehensive Plan and voted to recommend that the City Commission approve this Ordinance; and

WHEREAS, the City Commission considered this Ordinance after proper public notice and comments from staff and the public.

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

SECTION 1. Findings of Fact. The above recitals are hereby incorporated as Findings of Fact in support of this Ordinance, and the City Commission finds as follows:

a. This change in zoning district classification has been fully considered after public hearings with legal notice duly published as required by law and has met the procedural requirements as set forth in Sections 24-51, 24-62 and the Land Development Regulations.
b. The proposed rezoning to Commercial, General (CG) is consistent with the Future Land Use Map Commercial (CM) designation and the goals, policies and objectives of the City's adopted Comprehensive Plan.
c. All development within lands subject to this rezoning to Commercial, General (CG) and any future development shall be consistent with the zoning, subdivision, Land Development Regulations and other applicable provisions of the Atlantic Beach Code of Ordinances prior to issuance of local permits authorizing construction or site alteration.

d. The zoning district classification of Commercial, General (CG) is consistent and compatible with the surrounding development and zoning districts in that the adjoining properties to the east are Commercial, General (CG).

SECTION 2. Affected Properties. Pursuant to this change in zoning district designation procedure, the zoning district classification of those certain lands within the City of Atlantic Beach, as more particularly described in Exhibit A, attached hereto and made a part hereof, are hereby reclassified as Commercial, General (CG) from Residential, General, Two-Family (RG). This reclassification does not grant authority for any specific uses on said lands. Any proposed use on said lands shall be reviewed and approved in accordance with the provisions of Chapter 24, Land Development Regulations.

SECTION 3. Zoning Map Revised. The Director of Planning and Community Development is hereby directed to revise the official Zoning Map of the City of Atlantic Beach to reflect the change in zoning classification for those properties described in Exhibit A from Residential, General, Two-Family (RG), to Commercial, General (CG).

SECTION 4. Conflict. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 6. Effective Date. This ordinance shall take effect upon final reading and approval.

PASSED by the City Commission on first reading this 23rd day of October, 2023.

PASSED by the City Commission on second and final reading this_____day of _____, 2023.

CITY OF ATLANTIC BEACH

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Garbiel, City Attorney

Exhibit A

The lands subject to this Ordinance No. 90-23-251 changing their zoning district designation from Residential, General, Two-Family (RG) to Commercial, General (CG) shall be those described on the attached survey.

Address	RE Number
0 West 2nd Street	170834-0000

MINUTES
Community Development Board (CDB) Meeting
Tuesday, September 19, 2023 - 6:00 PM
Commission Chamber

Present: Jennifer Lagner, Member
Angela Farford, Member
Kirk Hansen, Chair
Harold Gear, Member
Ellen Golombek, Member
Jeff Haynie, Member
Richard Arthur, Alternate Member

Absent: Sylvia Simmons, Member

Also Present: Amanda Askew, Planning & Community Development Director (PCDD)
Valerie Jones, Recording Clerk
Abrielle Genest, Planner
Brian Broedell, Principal Planner

1. CALL TO ORDER AND ROLL CALL
The meeting was called to order at 6:00 p.m. by Chair Hansen.

2. APPROVAL OF MINUTES

A. Approve minutes of the August 14, 2023 regular meeting of the Community Development Board.
The minutes were approved.

3. OLD BUSINESS
There was no old business.

A. 0 West 2nd Street REZN23-0002 (Ordinance No. 90-23-251) and COMP23-0002 (Ordinance No. 31-23-16) - Deferred from August 15th

Request is for a Future Land Use Map (FLUM) amendment to change the future land use map designation of 0 West 2nd Street (RE# 170834-0000) FROM Residential Medium Density (RM) TO Commercial (CM). Also, a request for a rezoning of 0 West 2nd Street (RE# 170834-0000) FROM Residential, General, Two-Family (RG) TO Commercial, General (CG).

STAFF REPORT: Director Askew presented the information as explained in the staff report. She also provided a PowerPoint presentation. Ms. Lagner asked what is located behind this property. Director Askew said it is existing mini-storage. Mr. Haynie asked

about the zoning on the mini-storage. Director Askew said it was zoned Residential and is a non-conforming use. Mr. Arthur asked what the date was for policies that were referenced in the staff report. Director Askew said the 2030 Comp Plan was updated in 2019 so some of the policies were existing and some were added.

APPLICANT REPORT: Harold Rooks introduced himself as the applicant. He explained that a previous Planning Director and Code Enforcement Officer told him years ago that the cars couldn't be visible and that he had to put up a fence which he did and is now being told he has to remove the new fence that he just installed. Mr. Rooks said he has been at that location for 9 years and bought the property in 2021. He explained that the previous business left vehicles everywhere and he puts them behind the fence to keep things cleaned up. Mr. Haynie asked who his clientele consisted of. Mr. Rooks said he works on the vehicles for several cities including Atlantic Beach, police departments and a lot of local residents. Mr. Arthur asked about the asphalt and whether it was new. Mr. Rooks explained that the asphalt was existing but had some pot holes that he filled in. He said he thought the property was commercial since there was an automotive shop there for over 25 years. Mr. Rooks found out it was residential when he purchased the property.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: Chair Hansen told the Board that this case would go to the City Commission no matter which way they vote. Mr. Gear was in favor of approval due to the history of how long it has been operating as commercial as an automotive business. Ms. Lagner and Ms. Golombek agreed. Mr. Arthur he had difficulty witch rezoning it since it conflicts with the Comp Plan in its attempt to change the Mayport Corridor. Chair Hansen said he agreed that this rezoning would be totally inconsistent with the Comp Plan but at the same time it has been a successful business for over 25 years. He said he wants to support the Comp Plan and was concerned about deviating from the Mayport Vision Plan. Mr. Gear said that maybe the existing zoning is wrong since the business behind Mr. Rooks is commercial and is also in a Residential zone. Ms. Golombek said that maybe the Comp Plan has a desired direction but on the other hand this business derives about 80% of its support from local businesses and residents. Mr. Arthur said he would be okay with it existing as a non-conforming use but to support a zoning change was hard for him to agree on. Ms. Farford said she was sympathetic to a business that has operated for so long but also didn't find it compatible with surrounding uses and she would have to deny it. Mr. Haynie spoke about the elements that the Board is supposed to consider for a FLUM amendment. He said that he felt like the Comp Plan goals were for what would be seen on Mayport Road but since this property isn't on Mayport Road it wouldn't affect that goal. Mr. Haynie said there is reason to support this request.

MOTION: To recommend **APPROVAL** of **COMP23-0002 and REZN23-0002** on the grounds that it could be consistent with the Comp Plan.

Motion: ***Jeff Haynie***
Second: ***Ellen Golombek***

Jennifer Lagner	***For***
Angela Farford	***Against***
Kirk Hansen	***Against***
Harold Gear	***For***
Ellen Golombek (Seconded By)	***For***
Jeff Haynie (Moved By)	***For***
Richard Arthur	***Against***

Motion passed 4 to 3.

B. 0 West 2nd Street ZVAR23-0023 (Harold J. Rooks) - Deferred from August 15th meeting

Request for a variance to exceed the maximum fence height at 0 West 2nd Street.

STAFF REPORT: Director Askew presented the information as explained in the staff report. She also provided a PowerPoint presentation. Mr. Arthur asked how far the fence was off of the property line. Director Askew said it is 2 feet off of the property line. She said that a front yard fence is limited to 4 feet. Mr. Haynie said he felt like some of this would be contingent on the FLUM and the rezoning request. Director Askew said the Board could make a motion to approve upon successful rezoning and the FLUM amendment. Ms. Golombek asked if the sight lines were blocked. Director Askew said it doesn't block any sight lines. Mr. Arthur asked if the applicant could remove several of the panels to the fence going back to where he could then have a 6 foot fence. Director Askew said that could be done.

APPLICANT REPORT: Harold Rooks introduced himself as the applicant. He said a fence has been there for over 25 years.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: Chair Hansen said he would like to see the variance approved contingent on the FLUM amendment and rezoning approval. Mr. Haynie agreed and added that he thought it could be approved siting condition #3 of the grounds for decision.

MOTION: To **APPROVE ZVAR23-0025** only if the City Commission approves the FLUM amendment and the Rezoning change.

Motion: ***Jeff Haynie***
Second: ***Jennifer Lagner***

Jennifer Lagner (Seconded By)	***For***
Angela Farford	***For***
Kirk Hansen	***For***

Harold Gear	***For***
Ellen Golombek	***For***
Jeff Haynie (Moved By)	***For***
Richard Arthur	***Against***

Motion passed 6 to 1.

4. NEW BUSINESS

A. 2093 Beach Avenue ZVAR23-0025 (Michael and Dorothy Turner)
Request for a variance to reduce the minimum 5-foot setback for mechanical equipment at 2093 Beach Avenue.

Chair Hansen said the applicant is out of town and would like to defer the request to the October meeting.

MOTION: To **DEFER ZVAR23-0025** until the October 17th meeting.

Motion: ***Harold Gear***
Second: ***Ellen Golombek***

Jennifer Lagner	***For***
Angela Farford	***For***
Kirk Hansen	***For***
Harold Gear (Moved By)	***For***
Ellen Golombek (Seconded By)	***For***
Jeff Haynie	***For***
Richard Arthur	***For***

Motion passed 7 to 0.

B. 338 11th Street ZVAR23-0026 (Chiara Figallo)
Request for a variance from Section 24-253 to allow a circular driveway on a property with less than 100 feet of street frontage at 338 11th Street.

STAFF REPORT: Planner Genest presented the information as explained in the staff report. She also provided a PowerPoint presentation. Ms. Golombek asked if the applicant would have to go to a tree committee for tree removal. Planner Genest said they would have to get a tree removal permit. Ms. Golombek asked if the applicant would then have to get the impervious ratio approved. Planner Genest said that would happen in the process of having their building permit reviewed. Mr. Haynie asked if the applicant got their permit approved and then decided to request a variance to do the circular driveway. Ms. Farford asked what the reasoning was behind the 100 foot lot width requirement for a circular driveway. Planner Genest said she thought it was to limit driveway accesses and prevent potential for pedestrian and vehicle accidents. Mr.

Arthur asked when this restriction was added to the code. Planner Genest said she thought it was 2001 but wasn't completely sure, adding that it has been in the code for some time. Ms. Farford asked what the impervious surface ratio was. Planner Genest said that the permit was reviewed by public works and approved so it must be under the requirement.

APPLICANT REPORT: Ms. Figallo introduced herself as the applicant. She said that they wanted a circular driveway because it would feel safer than backing out since the driveway was extremely long. Ms. Figallo said they have a living space above the garage which is at the end of the long driveway. She said that there are several lots on her street that are the same width as hers and they have circular driveways. Mr. Haynie asked about the original permit. Ms. Figallo said that the original permit was for a circular driveway and it was denied so they went back and did a redesign to just have a backup area to turn around in. She said she then realized that she could ask for a variance and decided to do that and ask for the circular driveway. Mr. Figallo added that they would not be removing any trees and were going to use permeable materials for the driveway.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: Mr. Arthur understood why the applicant would want a circular driveway due to the long existing driveway and the fact that the neighbor has a circular driveway. Ms. Farford said that due to safety issues with backing out she could see where #4 of the grounds for decision could apply to this request. Chair Hansen said he couldn't support this request since the code is clear and a turn around area would allow the applicant to pull straight out into the street.

MOTION: To **APPROVE ZVAR 23-0026** based on grounds #4 which sites onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property.

Motion: ***Angela Farford***
Second: ***Richard Arthur***

Jennifer Lagner	***Against***
Angela Farford (Moved By)	***For***
Kirk Hansen	***Against***
Harold Gear	***Against***
Ellen Golombek	***Against***
Jeff Haynie	***Against***
Richard Arthur (Seconded By)	***For***

Motion failed 2 to 5.

C. 981 Sailfish Drive ZVAR23-0027 (Springfield Builders, LLC)
Request for a variance from Section 24-68(b)(1) at 981 Sailfish Drive.

STAFF REPORT: Planner Broedell presented the information as explained in the staff report. He also provided a PowerPoint presentation. Ms. Golombek asked if the retention was solely based on the value and whether the impervious was less than the 45%. Planner Broedell said that it was based on the property valuation and the impervious would be around 36%.

APPLICANT REPORT: Bucky Davis with Springfield Builders introduced himself as the applicant. He said that he saw a previous request that was approved due to oak trees on the property. Mr. Davis said that they saved 5 live oak trees totaling 117 inches by flipping the floor plan. He said that to provide water storage he said they would end up ripping out the roots of all of those trees causing them to die. Mr. Davis said the required storage would be 2,500 cubic feet or a swale 10 feet wide by 25 feet long. He said they are stuck between 2 ordinances, a strong tree ordinance and the stormwater storage ordinance.

PUBLIC COMMENT: Chair Hansen opened the floor to public comment. There were no public comments.

BOARD DISCUSSION: There was no discussion.

MOTION: To **APPROVE ZVAR23-0027** based on grounds for decision #3 citing exceptional circumstances preventing the reasonable use of the property as compared to other properties in the area and grounds #4 citing onerous effect of regulations enacted after platting or after development of the property or after construction of improvement upon the property.

Motion: ***Angela Farford***
Second: ***Harold Gear***

Jennifer Lagner	***For***
Angela Farford (Moved By)	***For***
Kirk Hansen	***For***
Harold Gear (Seconded By)	***For***
Ellen Golombek	***For***
Jeff Haynie	***For***
Richard Arthur	***For***

Motion passed 7 to 0.

5. REPORTS
There were no reports.

6. PUBLIC COMMENT
There was no public comment.

7. ADJOURNMENT
There being no further discussion, Chair Hansen declared the meeting adjourned at 7:13 p.m.

Attest:

Amanda Askew

Kirk Hansen, Chair

Draft

REZONING APPLICATION

City of Atlantic Beach
Community Development Department
800 Seminole Road Atlantic Beach, FL 32233
(P) 904-247-5800

FOR INTERNAL OFFICE USE ONLY
PERMIT# REZN23-0002

☐ $550.00 Zoning Map Amendment
☐ $1,000.00 Text Amendment

APPLICANT INFORMATION

NAME Harold J Rooks EMAIL harold rooks 246@hotmail.com
ADDRESS 41 W 2nd Street PHONE # 904 372 0667
CITY Atlantic Bch STATE FL ZIP CODE 32233 CELL # 904 566 0722

SITE INFORMATION

ADDRESS 61 W 2nd Street
SUBDIVISION Section H BLOCK 81 LOT 1,2
RE# 170834-0000 LOT/PARCEL SIZE 0.22 ac ZONING CODE RG
COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION RM
REQUESTED PROVISIONS FROM WHICH WAIVER IS SOUGHT RG to CG

PROVIDE ALL OF THE FOLLOWING INFORMATION:

1. The names and addresses of all owners of the subject property.
2. The existing and proposed zoning district of the subject property. (Requested Action)
3. A statement of special reasons and justification to support the rezoning as requested.
4. The signature of each owner of the lands sought to be rezoned.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IS CORRECT: Signature of Property Owner(s) or Authorized Agent

Harold J Rooks — SIGNATURE OF APPLICANT
Harold J Rooks Jr — PRINT OR TYPE NAME
7/11/23 — DATE

SIGNATURE OF APPLICANT (2) — PRINT OR TYPE NAME — DATE

Signed and sworn before me on this 14 day of July 2023 by
State of FL
County of Duval

Identification verified: DL

Oath Sworn: ☐ Yes ☐ No

NOTARY PUBLIC STATE OF FLORIDA
TONI GINDLESPERGER
MY COMMISSION # GG 353178
EXPIRES: October 6, 2023
Bonded Thru Notary Public Underwriters

Notary Signature

My Commission expires

21 REZONING APPLICATION 02.28.2023

FUTURE LAND USE MAP (FLUM) AMENDMENT

City of Atlantic Beach
Community Development Department
800 Seminole Road Atlantic Beach, FL 32233
(P) 904-247-5800

FOR INTERNAL OFFICE USE ONLY
FILE # COMP23-0002

SMALL SCALE DEVELOPMENT

SITE INFORMATION

ADDRESS 61 W 2nd Street CITY Atlantic Bch STATE FL ZIP CODE 32233
SUBDIVISION Section H BLOCK # 81 LOT # 1,2
RE# 170834-0000 PARCEL SIZE _____ TOTAL ACREAGE 0.22
CURRENT FLUM DESIGNATION RM ZONING CODE RG
PROPOSED FLUM DESIGNATION CM FLOOD ZONE _____

APPLICANT INFORMATION

NAME Harold J Rooks PHONE # 904-372-0667
ADDRESS 41 W 2nd Street CELL # 904 566 0722
CITY Atlantic Bch STATE FL ZIP CODE 32233
EMAIL _____ ☐ OWNER ☐ LEGAL AUTHORIZED AGENT

REQUEST FOR FUTURE LAND USE MAP (FLUM) AMENDMENT: Applicants are advised that approval of an amendment to the Future Land Use Map does not constitute approval for issuance of any permit or Development Order. Use and development lands related to this land use map amendment, if approved, and any zoning change shall be subject to compliance with all applicable local Land Development Regulations, any State and Federal permitting requirements as well as Florida Building Code requirements for Category "C" construction.

PROVIDE ALL OF THE FOLLOWING INFORMATION

DESCRIPTION OF PROPOSED USE AND PROPOSED DEVELOPMENT ACTIVITY *(ALSO INCLUDE ANTICIPATED DEVELOPMENT AND ANY PHASING SCHEDULE).*

Lot 63 I need for storage I keep all the cars on that lot

NUMBER OF WETLAND ACRES _____

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

IDENTIFY ALL PUBLIC AND PRIVATE SERVICE PROVIDERS OF WATER, SEWER, ELECTRIC, SOLID WASTE, ETC. PROVIDE ESTIMATES OF WATER, SEWER AND SOLID WASTE DEMAND.

IDENTIFY ANY OTHER ENVIRONMENTALLY SENSITIVE LANDS, ANY LISTED OR ENDANGERED SPECIES OR HABITATS.

ESTIMATED IMPACT TO ADOPTED LEVEL OF SERVICE STANDARDS AS ESTABLISHED BY THE CAPITAL IMPROVEMENTS ELEMENT OF THE EFFECTIVE COMPREHENSIVE PLAN.

APPLICATION PACKAGE CHECKLIST

*Additional information may be required, depending upon circumstances unique to individual applications

1. **COVER PAGE:** Identifying the project.
2. **TABLE OF CONTENTS:** Include a list of all exhibits and attachments.
3. **STATEMENT:** Statement addressing need and justification for requested amendment.
4. **APPLICATION:** This form completed in it's entirety.
5. **LIST OF ADJACENT PROPERTY OWNERS AND ENVELOPES:** A list of adjacent property owners within 300 feet of the property including name, mailing address and their real estate number (located at the Property Appraiser's recent certified tax rolls). Include a legal size envelope addressed to each property owner on the list (do not include a return address). Each envelope must contain proper postage. The order of the envelopes must match the order in which the names appear on the list.
6. **PROOF OF OWNERSHIP:** Deed or certificate by lawyer or abstract or title company that verifies record owner as above.
7. **LETTER OF AUTHORIZATION:** If the applicant is not the owner provide a letter of authorization from the owner(s) for applicant to represent the owner(s) for all purposes related to this application.
8. **SURVEY AND LEGAL DESCRIPTION:** Current survey and legal description of property sought to be rezoned.
9. **LOCATION MAP:** General location map with property subject to application clearly identified.
10. **SITE PLAN:** Site plan containing the following if applicable to the proposed project (account for all land included).
    - Number and types of dwelling units
    - Type and square feet of commercial or industrial uses
    - Any existing structures and proposed use
    - Any open space, buffers and recreational areas
    - Wetlands, streams, creeks, lakes or any other water bodies or Environmentally Sensitive Lands
    - Most recent aerial photograph of site and surrounding lands
    - Drainage and storm water facilities and other infrastructure, including ingress and egress, internal access and roadways
11. **REQUIRED NUMBER OF COPIES:** One (1) digital copy - additional paper copy is optional
12. **APPLICATION FEE:** $250.00

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IS CORRECT: Signature of Property Owner(s) or Authorized Agent

Harold J Cooks Jr | Harold J Cooks Jr | 7/11/23
SIGNATURE OF APPLICANT | PRINT OR TYPE NAME | DATE

SIGNATURE OF APPLICANT (2) | PRINT OR TYPE NAME | DATE

Signed and sworn before me on this 14 day of July 2023 by State of FL

County of Duval

Identification verified: D.L

Oath Sworn: ☐ Yes ☐

NOTARY PUBLIC STATE OF FLORIDA
TONI GINDLESPERGER
MY COMMISSION # GG 353178
EXPIRES: October 6, 2023
Bonded Thru Notary Public Underwriters

Notary Signature

My Commission expires

22 FUTURE LAND USE AMENDMENT-SMALL 02.28.2023

Doc # 2021196990, OR BK 19841 Page 562, Number Pages: 3,
Recorded 08/02/2021 10:15 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $27.00 DEED DOC ST $7700.00

Prepared By: / Record & Return To:
Attorneys Title Services, LLC
12428 San Jose Blvd, Suite 1
Jacksonville, FL 32223

File No.: FL-210581

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED,** is made this 22nd day of July, 2021, by **41 WEST 2ND ST LLC, a Florida limited liability company and APC JAX, LLC, a Florida limited liability company, and CLC JAX, LLC, a Florida limited liability company,** whose post office address is: 36 W 6th Street, Atlantic Beach, FL 32233 (collectively the "Grantors"), to **Oceanside Collision LLC** whose post office address is: 41 W 2ND ST, Atlantic Beach, FL 32233 (Grantee).

WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land lying and being in **Duval** County, Florida, and more particularly described herein below (the "Property"):

Parcel 1:

Lots 4 and 5, and the East 1/2 of Lot 6, Block 26, Section "H" Atlantic Beach, a subdivision according to the plat thereof recorded at Plat Book 18, Page 34, in the Public Records of Duval County, Florida.

Parcel 2:

The West 1/2 of Lot 6 and all of Lot 7, Block 26, Section "H" Atlantic Beach, a subdivision according to the plat thereof recorded at Plat Book 18, Page 34, in the Public Records of Duval County, Florida.

Parcel 3:

Lots 1 and 2, Block 81, Section "H" Atlantic Beach, a subdivision according to the plat thereof recorded at Plat Book 18, Page 34, in the Public Records of Duval County, Florida.

Parcel Identification No.: 170732-0000, 170834-0000 and 170733-0000

TOGETHER WITH all the easements, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantors hereby covenants with Grantee that, except as noted above, at the time of delivery of this Special Warranty Deed said Property was free from all encumbrances made by Grantors and that Grantors shall and will WARRANT AND DEFEND the same against the lawful claims and demands of all persons claiming by, through or under Grantors but against none others.

IN WITNESS WHEREOF, the Grantors have caused this Special Warranty Deed to be executed by its duly authorized officer on the day and year first above written.

Signed sealed, and delivered
in the presence of:

Print Name: Charles Wood

Print Name: Michael J. Baker

41 WEST 2ND ST LLC, a Florida limited liability company

BY: _____
Atillio P. Cerqueira
Manager

BY: _____
Catherine L. Cerqueira
Manager

Print Name: Charles Wood

Print Name: Michael J. Baker

APC JAX, LLC, a Florida limited liability company

BY: _____
Atillio P. Cerqueira
Manager

Print Name: Charles Wood

Print Name: Michael J. Baker

CLC JAX, LLC, a Florida limited liability company

BY: _____
Catherine L. Cerqueira
Manager

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing special warranty deed was acknowledged before me by means of X physical presence or _____ online notarization this 22nd day of July, 2021, by Atillio P. Cerqueira, as Manager of 41 WEST 2ND ST LLC, a Florida limited liability company, and as Manager of APC JAX, LLC, a Florida limited liability company, who produced a valid Florida drivers' license as identification.

CHARLES R. WOOD
Commission # GG 970899
Expires March 11, 2024
Bonded Thru Budget Notary Services

Notary Public

Charles Wood

Notary Printed or Typed Name

3/11/2024

My Commission Expires:

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing special warranty deed was acknowledged before me by means of X physical presence or _____ online notarization this 22nd day of July, 2021, by Catherine L. Cerqueira, as Manager of 41 WEST 2ND ST LLC, a Florida limited liability company, and as Manager of CLC JAX, LLC, a Florida limited liability company, who produced a valid Florida drivers' license as identification.

CHARLES R. WOOD
Commission # GG 970899
Expires March 11, 2024
Bonded Thru Budget Notary Services

Notary Public

Charles Wood

Notary Printed or Typed Name

3/11/2024

My Commission Expires:

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
OCEANSIDE COLLISION, LLC

Filing Information

Document Number	L14000064727
FEI/EIN Number	46-5435805
Date Filed	04/21/2014
Effective Date	04/21/2014
State	FL
Status	ACTIVE

Principal Address

41 W.2ND ST
ATLANTIC BEACH, FL 32233

Mailing Address

41 W 2ND ST
ATLANTIC BEACH, FL 32233

Registered Agent Name & Address

ROOKS, HAROLD J
41 W 2ND ST
ATLANTIC BEACH, FL 32233

Authorized Person(s) Detail

Name & Address

Title MANAGER MEMBER

ROOKS, HAROLD J
41 W. 2ND ST
ATLANTIC BEACH, FL 32233

Annual Reports

Report Year	Filed Date
2021	01/05/2021
2022	01/05/2022
2023	01/03/2023

Document Images

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 03, 2023
Secretary of State
2129652602CC

DOCUMENT# L14000064727

Entity Name: OCEANSIDE COLLISION, LLC

Current Principal Place of Business:

41 W.2ND ST
ATLANTIC BEACH, FL 32233

Current Mailing Address:

41 W 2ND ST
ATLANTIC BEACH, FL 32233

FEI Number: 46-5435805

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROOKS, HAROLD J
41 W 2ND ST
ATLANTIC BEACH, FL 32233 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGER MEMBER
Name	ROOKS, HAROLD J
Address	41 W. 2ND ST
City-State-Zip:	ATLANTIC BEACH FL 32233

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HAROLD ROOKS OWNER/ PRESIDENT 01/03/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date





